P1
41

P1
41

Nov. 8 1982 FH '82

28900
11-8-82

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is presented to the Recorder of Deeds for Washington, D.C., for recording among the Land Records of Washington, D.C., as public notice of a leasehold estate created by the following Lease Agreement:

1. Date of Lease Agreement: October 7, 1982

2. Lessor: The United States of America, acting by and through the Administrator of General Service.

3. Address of Lessor: General Services Administration, Public Building Service, 7th and D Streets, S.W., Washington, D.C. 20407, Attn: Contracting Officer (WPE).

4. Lessee: POST OFFICE PAVILION JOINT VENTURE, a general partnership.

5. Address of Lessee: c/o The Evans Development Company, World Trade Center - Baltimore (Suite 253), Baltimore, Maryland 21201, Attn: Charles C.G. Evans, Jr., President.

6. Demised Premises: The Demised Premises are located on part of each of the first three levels (as more explicitly shown as "The Stage or Ground Level" on Exhibit A; "the Main or First Level" on Exhibit B and "The Balcony or Mezzanine Level" on Exhibit C attached hereto) of the building commonly known as "The Old Post Office" located on the Building Site hereinafter described, initially containing approximately forty-nine thousand (49,000) square feet of floor area with additional floor area of approximately seventy-five hundred (7,500) square feet to be constructed by the Lessee.

None attached

7. Building Site: The Old Post Office building is located on the Southeastern Quadrant of the intersection of Pennsylvania Avenue and 12th Street in the Northwestern Quadrant of Washington, District of Columbia, on Lot 800,

[illegible]

001.2 [illegible]

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 7th day of October 1982, before me, the subscriber, personally appeared CHARLES C.G. EVANS, JR., who acknowledged himself to be a General Partner of PAVILION ASSOCIATES, a Maryland Limited Partnership, and that he, as such General Partner, being authorized so to do, executed the foregoing document for the purposes therein contained, by signing same on behalf of PAVILION ASSOCIATES, in his capacity as General Partner, as his and its free act and deed.

Bearing Date 10/7/82

AS WITNESS my hand and Notarial Seal.

(b) (6) [redacted]

Notary Public

My commission expires July 1, 1986.

STATE OF DELAWARE, NEW CASTLE COUNTY, to wit:

I HEREBY CERTIFY that on this 8th day of October, 1982, before me, a Notary Public in and for the State aforesaid, personally appeared DARLENE CLARK, who acknowledged ~~himself~~ to be the Vice-President of POP LAND COMPANY, the General Partner of POP LIMITED PARTNERSHIP, and that she, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the POP LIMITED PARTNERSHIP by herself as Vice-President of THE POP LAND COMPANY, as her and its free act and deed.

Bearing Date 10/7/82

AS WITNESS my hand and notarial seal.

(b) (6) [redacted]

Notary Public

My Commission Expires:

WASHINGTON, DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY that on this 27th day of October, 1982, before me, a Notary Public in and for the State aforesaid, personally appeared (b) (6) [redacted], who acknowledged himself to be the authorized agent of the GENERAL SERVICES ADMINISTRATION, an agency of THE UNITED STATES OF AMERICA, and that he, as such agent, being authorized so to do, executed the same for the purposes therein contained by signing the name of THE UNITED STATES OF AMERICA by himself as agent, as his and its free act and deed.

Bearing Date 10/7/82

AS WITNESS my hand and notarial seal.

(b) (6) [redacted]

Notary Public

My Commission Expires:
April 30, 1983.

(b) (7)(F)

(b) (7)(F)

(b) (7)(F)

28500

Lend Lease

July 8, 2015

Via Electronic Mail
Trump Old Post Office LLC
725 Fifth Avenue, 25th Floor
New York, NY 10022
Attention: (b) (6) Executive Vice President

RE: Trump International Hotel Project in Washington D.C.
Request for Information

Dear (b) (6)

We understand that the General Services Administration has reached out to you to request certain information with respect to worker verification on the Trump International Hotel Project in Washington D.C. (the "Project"). As you have requested, we have outlined certain procedures in effect at the Project, consistent with your request to us for information.

As you are aware, Lend Lease (US) Construction Inc. ("Lend Lease") has been engaged by Trump Old Post Office LLC as the construction manager, as agent, in connection with the construction of the Project under the terms of that certain Construction Management Agreement dated as of April 1, 2014 (the "CMA"). As you are also aware, there are numerous trade contractors performing the construction work at the Project. All trade contractors performing work on the Project are expressly required to follow all applicable federal, state and local laws. These trade contractors directly employ their own workforce.

Lend Lease verifies the eligibility of its own employees who are working on site by collecting their I9 form and copies of their identifying documentation; and checks the status of all such employees through the E-Verify program before admitting them to work for Lend Lease. In addition, Lend Lease has instituted certain requirements under the trade contracts and procedures on the Project beyond what is required of Lend Lease by law.

Under the terms of each trade contract, trades are required to undertake employment eligibility verification procedures to ensure they are not employing workers who are not authorized to work in the United States. In addition, this Project utilizes certain best practices in connection with worker access and identification at the project.

Lend Lease has implemented an electronic certified payroll system on the Project called LCPtracker. In order to receive payment, all trade contractors must register their employees with LCPtracker. When a trade contractor registers its employees in LCPtracker, a full social security number must be entered in order for the employee record to be completed. In addition, there is a checkbox in the employee set up screen that says, "I certify that this employee is I9 certified" which must be checked by the trade contractor/employer. Lend Lease also obtains a lien waiver from every first-tier trade contractor prior to every payment, which waiver includes a re-certification of all certifications in the trade contract.

Finally, the Old Post Office project is a controlled access site. Entry to the site is regulated by three (3) turnstile units that require each worker to have a badge to pass through the turnstile. The turnstiles are monitored by a guard 24/7.

Lend Lease

All workers are required to be badged. The badges include the workers' picture, the worker's name and employer name. The badges are issued during the Safety and Site Orientation, and given to all workers on the site. No worker is allowed on site or issued a badge without going through the orientation process. Once issued a badge, that worker retains the badge. The worker's entry and exit of the site is recorded by the turnstile.

LCPtracker requires each employer to verify that every individual performing services has provided evidence of identity and employment authorization as required by law. No trade contractor is paid for work performed except to the extent that badged workers' time is verified by the data collected through the badging/turnstile system.

We trust this information is responsive to your requests. We are available at your convenience to discuss this further or should you need any additional information regarding our work on the Project.

(b) (6) [redacted] nc.

(b) (6) [redacted]
Senior Vice President and General Counsel

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE (this "Amendment") is executed and effective as of the 3rd day of March, 2014, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (together with its permitted successors under the Lease, "Landlord"), and TRUMP OLD POST OFFICE LLC, a Delaware limited liability company (together with its permitted successors under the Lease, "Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into a Ground Lease, dated as of August 5, 2013 (the "Lease");

WHEREAS, pursuant to the Lease, Landlord and Tenant have agreed that Exhibit D and Exhibit E-1 shall be modified upon the transfer to Landlord of Pennsylvania Avenue jurisdiction and rights in connection therewith as shown on Exhibit P (the "Jurisdiction Transfer"); and

WHEREAS, the Jurisdiction Transfer has been effectuated.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises of the parties, the parties hereto agree to amend the Lease as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Lease and references to "Exhibits" shall be to the corresponding Lease exhibits.

2. Definition of "Jurisdiction Transfers".

The definition of "Jurisdiction Transfers" is hereby deleted in its entirety.

3. Definition of "Land".

The definition of "Land" is hereby deleted in its entirety and replaced with the following:

"Land" shall mean the parcels of land owned by Landlord which are the subject of this Lease, located in the District of Columbia, at 1100 Pennsylvania Avenue, N.W., a legal description of which is attached as Exhibit D, together with Landlord's right, title and interest in and to all appurtenant real property rights and hereditaments such as all easements, air rights, covenants, conditions, and restrictions as necessary in connection with the use or improvement of the Land and the Vault Space, including the Permitted Use.

4. Exhibits D and Exhibit E-1

Exhibit D and Exhibit E-1 of the Lease are hereby deleted in their entirety and replaced with the versions of Exhibit D and Exhibit E-1 attached hereto.

5. Benjamin Franklin Statue.

Landlord shall be solely responsible for all maintenance, repair, protection and preservation of the Benjamin Franklin Statue (as defined in, and consistent with, the Programmatic Agreement) including all costs and expenses in connection therewith and Tenant shall not be required to pay such costs or reimburse Landlord for such costs (unless damage to the Benjamin Franklin Statue is caused by Tenant or its Affiliates, contractors, agents or employees). To the extent Tenant performs work inside the triangular area described on Exhibit P, then to the extent Landlord or NPS reasonably require, Tenant shall protect and pay for the protection of the Benjamin Franklin Statue from such work performed by Tenant.

6. Counterparts and Signature Pages.

This Amendment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Amendment.

7. Effectiveness.

Except as hereinabove otherwise provided, the Lease is in full force and effect and unmodified and all of its terms, covenants and conditions shall continue in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD

UNITED STATES OF AMERICA, acting by and through the Administrator of General Services

(b) (6) [redacted]

By: _____

Name: Kevin M. Terry
Title: Contracting Officer
U.S. General Services Administration

TENANT

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company

(b) (6) [redacted]

By: _____

Name: [redacted]
Title: Executive Vice President

EXHIBIT D

LEGAL DESCRIPTION OF LAND

[FOLLOWS THIS COVER PAGE]

LEGAL DESCRIPTION - PART A
A&T LOT 802 - SQUARE 323
A&T LOTS 808 & 809 - SQUARE 324

BEING ALL OF ASSESSMENT AND TAXATION (A&T) LOT 802 IN SQUARE 323 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 6, 2013, SAID LOT 802 HAVING BEEN CREATED BY COMBINING FORMER A&T LOT 800 AS SHOWN ON A & T TRACING 323 AND PART OF G STREET, N.W. CLOSED AS SHOWN ON A PLAT OF SUBDIVISION RECORDED JULY 2, 2013 AND REVISED JULY 19, 2013 IN SUBDIVISION BOOK 207 AT PAGE 136, BOTH ON FILE IN THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA AND A&T LOTS 808 AND 809 IN SQUARE 324 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 6, 2013; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS IN THE MERIDIAN OF THE DISTRICT OF COLUMBIA SURVEYOR'S OFFICE:

BEGINNING AT A POINT AT THE NORTHWEST CORNER OF SQUARE 323 AS SHOWN IN ORIGINAL RECORD OF SQUARES BOOK 2 AT PAGE 523 RECORDED IN THE SAID RECORDS OF THE OFFICE OF THE SURVEYOR, SAID POINT ALSO BEING AT THE INTERSECTION OF THE EASTERLY LINE OF 12TH STREET, N.W. (85 FEET WIDE) AND THE SOUTHERLY LINE OF D STREET, N.W. (70 FEET WIDE), SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID A&T LOT 802; THENCE BINDING ON AND RUNNING WITH SAID SOUTHERLY LINE OF D STREET, N.W., THE NORTHERLY LINE OF SQUARE 323 AND THE NORTHERLY LINE OF A&T LOT 802

1) DUE EAST, 200.17 FEET (RECORD AND SURVEY) TO A POINT AT THE NORTHEAST CORNER OF SQUARE 323, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID A&T LOT 808 IN SQUARE 324; THENCE LEAVING SQUARE 323 AND BINDING ON AND RUNNING WITH THE SOUTHERLY LINE OF PENNSYLVANIA AVENUE, N.W. (160 FEET WIDE), THE NORTHERLY LINE OF 11TH STREET, N.W. CLOSED AS SHOWN ON A PLAT OF SUBDIVISION RECORDED IN SUBDIVISION BOOK 99 AT PAGE 130 AMONG THE SAID RECORDS OF THE OFFICE OF THE SURVEYOR AND THE NORTHERLY LINE OF SAID A&T LOT 808

2) SOUTH 70° 16' 17" EAST, 103.56 FEET (RECORD AND SURVEY) TO A POINT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A&T LOT 811 IN SQUARE 324 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 6, 2013; THENCE RUNNING AT A RIGHT ANGLE TO PENNSYLVANIA AVENUE, N.W. AND BEING COLLINEAR WITH THE NORTHWESTERLY LINE OF A GRANITE WALL ENCLOSING AN AREAWAY OF THE ADJACENT INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W. AND ALSO RUNNING IN, THROUGH, OVER AND ACROSS SAID 11TH STREET, N.W. CLOSED THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES AND ALSO BINDING ON AND RUNNING WITH COMMON LINES BETWEEN SAID A&T LOTS 808 AND 811 THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES

3) SOUTH 19° 43' 43" WEST, 14.82 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.17 FEET OFF OF THE WATER TABLE OF SAID IRS BUILDING THE FOLLOWING SIX (6) COURSES AND DISTANCES

4) NORTH 70° 56' 05" WEST, 3.66 FEET (RECORD AND SURVEY) TO A POINT; THENCE

5) SOUTH 19° 01' 05" WEST, 10.11 FEET (RECORD AND SURVEY) TO A POINT; THENCE

6) NORTH 69° 50' 18" WEST, 16.81 FEET (RECORD AND SURVEY) TO A POINT; THENCE

7) SOUTH 00° 03' 42" WEST, 20.17 FEET (RECORD AND SURVEY) TO A POINT; THENCE

8) NORTH 89° 56' 18" WEST, 1.53 FEET (RECORD AND SURVEY) TO A POINT; THENCE

9) SOUTH 00° 03' 42" WEST, 15.84 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH THE BASE OF A GRANITE WALL AT A WESTERN ENTRANCE TO SAID IRS BUILDING

10) NORTH 89° 56' 18" WEST, 5.40 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING THROUGH GRANITE WALLS AND PARALLEL TO SAID IRS BUILDING

11) SOUTH 00° 03' 42" WEST, 20.40 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH THE BASE OF A GRANITE WALL AT A WESTERN ENTRANCE TO SAID IRS BUILDING

12) SOUTH 89° 56' 18" EAST, 5.40 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.17 FEET OFF OF THE WATER TABLE OF SAID IRS BUILDING THE FOLLOWING SIX (6) COURSES AND DISTANCES

13) SOUTH 00° 03' 42" WEST, 15.83 FEET (RECORD AND SURVEY) TO A POINT; THENCE

14) SOUTH 89° 56' 18" EAST, 1.63 FEET (RECORD AND SURVEY) TO A POINT; THENCE

15) SOUTH 00° 03' 42" WEST, 20.10 FEET (RECORD AND SURVEY) TO A POINT; THENCE

16) SOUTH 89° 56' 18" EAST, 1.87 FEET (RECORD AND SURVEY) TO A POINT; THENCE

17) SOUTH 00° 03' 42" WEST, 5.20 FEET (RECORD AND SURVEY) TO A POINT; THENCE

18) SOUTH 84° 35' 30" EAST, 143.06 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE EAST LINE OF SAID 11TH STREET, N.W. CLOSED AND THE WEST LINE OF FORMER SQUARE 349 AS SHOWN IN ORIGINAL RECORD OF SQUARES BOOK 2 AT PAGE 349 RECORDED IN THE SAID RECORDS OF THE OFFICE OF THE SURVEYOR AT A DISTANCE OF 42.73 FEET (RECORD AND SURVEY) FROM THE BEGINNING OF THIS COURSE; THENCE BINDING ON AND RUNNING WITH THE WATER TABLE OF SAID IRS BUILDING

19) SOUTH 00° 10' 31" WEST, 206.35 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE SOUTH LINE OF SAID FORMER SQUARE 349 AND THE NORTH LINE OF C STREET, N.W. CLOSED PER SAID PLAT OF SUBDIVISION RECORDED IN SUBDIVISION BOOK 99 AT PAGE 130 AT A DISTANCE OF 69.94 FEET (RECORD AND SURVEY) FROM THE END OF THIS COURSE; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.5 FEET NORTH OF THE NORTH FACE OF SAID IRS BUILDING

20) NORTH 89° 49' 29" WEST, 165.24 FEET (RECORD AND SURVEY) TO A POINT INTERSECTING THE GRANITE WALL SURROUNDING THE AREAWAY FOR THE IRS BUILDING; THENCE RUNNING WITH THE OUTSIDE FACE OF THE GRANITE WALL THE FOLLOWING THREE (3) COURSES AND DISTANCES

21) NORTH 00° 10' 31" EAST, 6.00 FEET (RECORD AND SURVEY) TO A POINT; THENCE

22) NORTH 89° 49' 29" WEST, 76.57 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE WEST LINE OF SAID A&T LOT 808 IN SQUARE 324, THE WEST LINE OF SAID C STREET, N.W. CLOSED PER SAID SUBDIVISION BOOK 99 AT PAGE 130 AND THE EAST LINE OF C STREET, N.W. CLOSED AS SHOWN ON A PLAT OF SUBDIVISION RECORDED IN SUBDIVISION BOOK 207 AT PAGE 138 AT A DISTANCE 20.22 FEET (RECORD AND SURVEY) FROM THE END OF THIS COURSE; THENCE BINDING ON AND RUNNING WITH COMMON LINES BETWEEN A&T LOT 802 IN SQUARE 323 AND A&T LOT 811 IN SQUARE 324 THE FOLLOWING THE FOLLOWING TEN (10) COURSES AND DISTANCES

23) SOUTH 00° 10' 31" WEST, 6.00 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.5 FEET NORTH OF THE NORTH FACE OF SAID IRS BUILDING

24) NORTH 89° 49' 29" WEST, 46.47 FEET (RECORD AND SURVEY) TO A POINT INTERSECTING A GRANITE WALL; THENCE RUNNING WITH THE OUTSIDE FACE OF THE GRANITE WALL THE FOLLOWING THREE (3) COURSES AND DISTANCES

25) NORTH 00° 10' 31" EAST, 10.87 FEET (RECORD AND SURVEY) TO A POINT; THENCE

26) NORTH 89° 49' 29" WEST, 1.18 FEET (RECORD AND SURVEY) TO A POINT; THENCE

27) SOUTH 00° 10' 31" WEST, 0.32 FEET (RECORD AND SURVEY) TO A POINT; THENCE BINDING ON AND RUNNING WITH THE EDGE OF THE BOTTOM GRANITE STEP THE FOLLOWING TWO (2) COURSES AND DISTANCES

28) NORTH 89° 49' 29" WEST, 20.64 FEET (RECORD AND SURVEY) TO A POINT; THENCE

29) 9.49 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 9.02 FEET, A DELTA ANGLE OF 60° 58' 13" AND A CHORD BEARING AND DISTANCE OF SOUTH 69° 41' 26" WEST, 9.05 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH THE FACE OF THE BUILDING COLUMN THE FOLLOWING TWO (2) COURSES AND DISTANCES

30) NORTH 53° 37' 37" WEST, 1.73 FEET (RECORD AND SURVEY) TO A POINT; THENCE

31) SOUTH 36° 22' 23" WEST, 1.48 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH AND BINDING ON THE EDGE OF A GRANITE BORDER THE FOLLOWING FIVE (5) COURSES AND DISTANCES

32) NORTH 53° 37' 37" WEST, 2.18 FEET (RECORD AND SURVEY) TO A POINT; THENCE

33) 87.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 183.50 FEET, A DELTA ANGLE OF 27° 21' 18" AND A CHORD BEARING AND DISTANCE OF SOUTH 50° 16' 14" WEST, 86.78 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE SOUTH LINE OF SAID A&T LOT 802 IN SQUARE 323, THE SOUTH LINE OF SAID C STREET, N.W. CLOSED PER SAID SUBDIVISION BOOK 207 AT PAGE 138, THE FORMER NORTHERLY LINE OF SQUARE 324 AS SHOWN IN ORIGINAL RECORD OF SQUARES BOOK 2 AT PAGE 324 AT A DISTANCE 23.77 FEET (RECORD AND SURVEY) ALONG SAID ARC FROM THE BEGINNING OF THIS COURSE; THENCE BINDING ON AND RUNNING WITH COMMON LINES BETWEEN A&T LOTS 809 AND 811 THE FOLLOWING THREE (3) COURSES AND DISTANCES

34) NORTH 42° 36' 13" WEST, 0.98 FEET (RECORD AND SURVEY) TO A POINT; THENCE

35) 6.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 6.14 FEET, A DELTA ANGLE OF 71° 17' 26" AND A CHORD BEARING AND DISTANCE OF NORTH 78° 14' 55" WEST, 5.99 FEET (RECORD AND SURVEY) TO A POINT; THENCE

36) 16.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 204.33 FEET, A DELTA ANGLE OF 4° 43' 52" AND A CHORD BEARING AND DISTANCE OF SOUTH 08° 28' 18" WEST, 16.87 FEET (RECORD AND SURVEY) TO A POINT ON THE SAID EAST LINE OF 12TH STREET, N.W.; THENCE RUNNING WITH AND BINDING ON SAID EAST LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES

37) DUE NORTH, 41.01 FEET (RECORD AND SURVEY) TO A POINT ON THE NORTHWEST CORNER OF SAID A&T LOT 809, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID C STREET, N.W. CLOSED AND A&T LOT 802 IN SQUARE 323; THENCE RUNNING WITH AND BINDING ON THE WEST LINE OF SAID A&T LOT 802

38) DUE NORTH, 386.92 FEET (RECORD AND SURVEY) TO THE POINT OF BEGINNING.

CONTAINING AN AREA FOR PART A OF 133,249 SQUARE FEET OR 3.05888 ACRES OF LAND (RECORD AND SURVEY), MORE OR LESS.

NOTE: AS OF THE DATE OF CERTIFICATION, THE LAND HEREIN DESCRIBED ("THE "LAND") IS DESIGNATED AMONG THE RECORDS OF THE ASSESSOR OF THE DISTRICT OF COLUMBIA, FOR ASSESSMENT AND TAXATION PURPOSES, AS A&T LOT 802 IN SQUARE 323 AND A&T LOTS 808 AND 809 IN SQUARE 324.

LEGAL DESCRIPTION

AIR RIGHT LOTS 7000, 7001 & 7002 - SQUARE 324

BEING 3 STRIPS OR PARCELS OF LAND HEREINAFTER DESCRIBED AS BEING SURROUNDED BY AND ADJACENT TO ASSESSMENT AND TAXATION (A&T) LOT 811 IN SQUARE 324 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 6, 2013 AND BEING MORE PARTICULARLY DESCRIBED IN THE MERIDIAN OF THE DISTRICT OF COLUMBIA SURVEYOR'S OFFICE AS FOLLOWS:

AIR RIGHT LOT 7000

BEGINNING AT A POINT ON THE WATER TABLE OF THE WESTERLY FACE OF THE INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W., SAID POINT LYING 231.67 FEET DUE SOUTH AND 412.18 FEET DUE EAST FROM THE NORTHWEST CORNER OF SQUARE 323, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE EAST LINE OF 12TH STREET, N.W. (86 FT. WIDE) AND THE SOUTH LINE OF D STREET, N.W. (70 FT. WIDE); THENCE BINDING ON AND RUNNING WITH SAID A&T LOT 811 THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) SOUTH 89° 48' 29" EAST, 7.16 FEET TO A POINT; THENCE

2) SOUTH 00° 10' 31" WEST, 12.66 FEET TO A POINT; THENCE

3) NORTH 89° 48' 29" WEST, 7.16 FEET TO A POINT ON SAID WATER TABLE OF THE IRS BUILDING; THENCE RUNNING WITH THE WATER TABLE ALONG THE FACE OF SAID IRS BUILDING

4) NORTH 00° 10' 31" EAST, 12.66 FEET TO THE POINT OF BEGINNING;

CONTAINING 91 SQUARE FEET OR 0.00209 OF AN ACRE OF LAND.

AIR RIGHT LOT 7001

BEGINNING AT A POINT ON THE WATER TABLE OF THE WESTERLY FACE OF THE INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W., SAID POINT LYING 251.88 FEET DUE SOUTH AND 412.12 FEET DUE EAST FROM THE NORTHWEST CORNER OF SQUARE 323, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE EAST LINE OF 12TH STREET, N.W. (86 FT. WIDE) AND THE SOUTH LINE OF D STREET, N.W. (70 FT. WIDE); THENCE BINDING ON AND RUNNING WITH SAID A&T LOT 811 THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) SOUTH 89° 48' 29" EAST, 7.16 FEET TO A POINT; THENCE

2) SOUTH 00° 10' 31" WEST, 12.66 FEET TO A POINT; THENCE

3) NORTH 89° 48' 29" WEST, 7.16 FEET TO A POINT ON SAID WATER TABLE OF THE IRS BUILDING; THENCE RUNNING WITH THE WATER TABLE ALONG THE FACE OF SAID IRS BUILDING

4) NORTH 00° 10' 31" EAST, 12.66 FEET TO THE POINT OF BEGINNING;

CONTAINING 90 SQUARE FEET OR 0.00207 OF AN ACRE OF LAND.

AIR RIGHT LOT 7002

BEGINNING AT A POINT ON THE WATER TABLE OF THE WESTERLY FACE OF THE INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W., SAID POINT LYING 271.60 FEET DUE SOUTH AND 412.08 FEET DUE EAST FROM THE NORTHWEST CORNER OF SQUARE 323, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE EAST LINE OF 12TH STREET, N.W. (86 FT. WIDE) AND THE SOUTH LINE OF D STREET, N.W. (70 FT. WIDE), THENCE BINDING ON AND RUNNING WITH SAID A&T LOT 811 THE FOLLOWING FOUR (4) COURSES AND DISTANCES

1) SOUTH 89° 49' 29" EAST, 7.16 FEET TO A POINT; THENCE

2) SOUTH 00° 10' 31" WEST, 12.64 FEET TO A POINT; THENCE

3) NORTH 89° 49' 29" WEST, 7.16 FEET TO A POINT ON SAID WATER TABLE OF THE IRS BUILDING THENCE RUNNING WITH THE WATER TABLE ALONG THE FACE OF SAID IRS BUILDING

4) NORTH 00° 10' 31" EAST, 12.64 FEET TO THE POINT OF BEGINNING;

CONTAINING 90 SQUARE FEET OR 0.00207 OF AN ACRE OF LAND.

SAID LOTS 7000, 7001 AND 7002 HAVING A LOWER LIMIT OF ELEVATION OF 11.30 FEET AND AN UPPER LIMIT OF ELEVATION OF 36.21 FEET IN THE DATUM OF THE DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC WORKS.

NOTE: AS OF THE DATE OF CERTIFICATION, THE LAND HEREIN DESCRIBED (THE "LAND") IS DESIGNATED AMONG THE RECORDS OF THE ASSESSOR OF THE DISTRICT OF COLUMBIA, FOR ASSESSMENT AND TAXATION PURPOSES, AS LOTS 7000, 7001 AND 7002 IN SQUARE 324.

DESCRIPTION OF
PARTS OF
PENNSYLVANIA AVENUE, N.W.
(160 FEET WIDE)
&
D STREET, N.W.
(70 FEET WIDE)

DISTRICT OF COLUMBIA
MAY 9, 2013

Being two (2) strips or parcels of land hereinafter described as running in, through, over and across Pennsylvania Avenue, N.W. (160 feet wide) and D Street, N.W. (70 feet wide) in the District of Columbia; said land being under the jurisdiction of the National Park Service by virtue of Public Law 104-134, Section 313(d), and being depicted on National Park Service Map 840-82441 and on a drawing entitled "12th Street to 16th Street, Jurisdictional Maintenance Boundaries", sheet number 7 of 26, dated 02-26-1996, by the Pennsylvania Avenue Development Corporation; and being more particularly described in the bearing meridian of the District of Columbia Surveyor's Office as follows:

PART 1

Beginning at a point on the southerly line of Pennsylvania Avenue, N.W. (160 feet wide); said point being South 70° 10' 17" East, 26.22 feet from the northeast corner of Square 323; said corner also being the northeast corner of Assessment and Taxation (A&T) Lot 800 in Square 323 as shown on A&T Tracing 323 on file in the Records of the Office of the Surveyor of the District of Columbia; thence running in, through, over and across Pennsylvania Avenue, N.W. the following five (5) courses and distances

1) Due North, 30.02 feet to a point; thence

2) 3.71 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 35° 20' 00" and a chord bearing and distance of North 17° 44' 03" West, 3.66 feet to a point along the southerly back of curb of Pennsylvania Avenue, N.W.; thence running with and binding on said back of curb

3) South 70° 20' 27" East, 41.86 feet to a point; thence

4) 7.60 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 74° 26' 07" and a chord bearing and distance South 37° 13' 28" West, 7.20 feet to a point; thence

5) Due South, 26.46 feet to a point on the southerly line of said Pennsylvania Avenue, N.W. and the northerly line of Lot 805 in Square 324 as shown on

A&T Plat 3532-J on file in the said Records of the Office of the Surveyor; thence running with and binding on said lines

6) North 70° 16' 17" West, 35.76 feet to the Point of Beginning;

Containing an area of 1,149 Square Feet or 0.02638 of an acre of land, more or less.

PART 2

Beginning at a point at the intersection of the easterly line of 12th Street, N.W. (86 feet wide) and the southerly line of O Street, N.W. (70 feet wide); said point being the northwest corner of Square 323; said corner also being the northwest corner of said A&T Lot 800 in Square 323; thence running in, through, over and across O Street, N.W. the following two (2) courses and distances

1) Due North, 70.72 feet to a point; thence

2) South 70° 32' 34" East, 212.20 feet to a point at the northwest corner of Square 323; thence binding on and running with the north line of said Square 323

3) Due West, 200.17 feet to the Point of Beginning;

Containing an area of 7,076 square feet or 0.16249 of an acre of land, more or less.

Parts 1 and 2 containing a total area of 8,226 square feet or 0.18884 of an acre of land, more or less, are shown on the attached sketch and made a part of by this reference.

(b) (6) [redacted] 5-9-13

Daniel R. Schriever
Licensed Surveyor
District of Columbia No. LS 900609
For A. Morton Thomas and Associates, Inc.

DISTRICT OF COLUMBIA
DANIEL R. SCHRIEVER
LS900609
LICENSED
LAND SURVEYOR

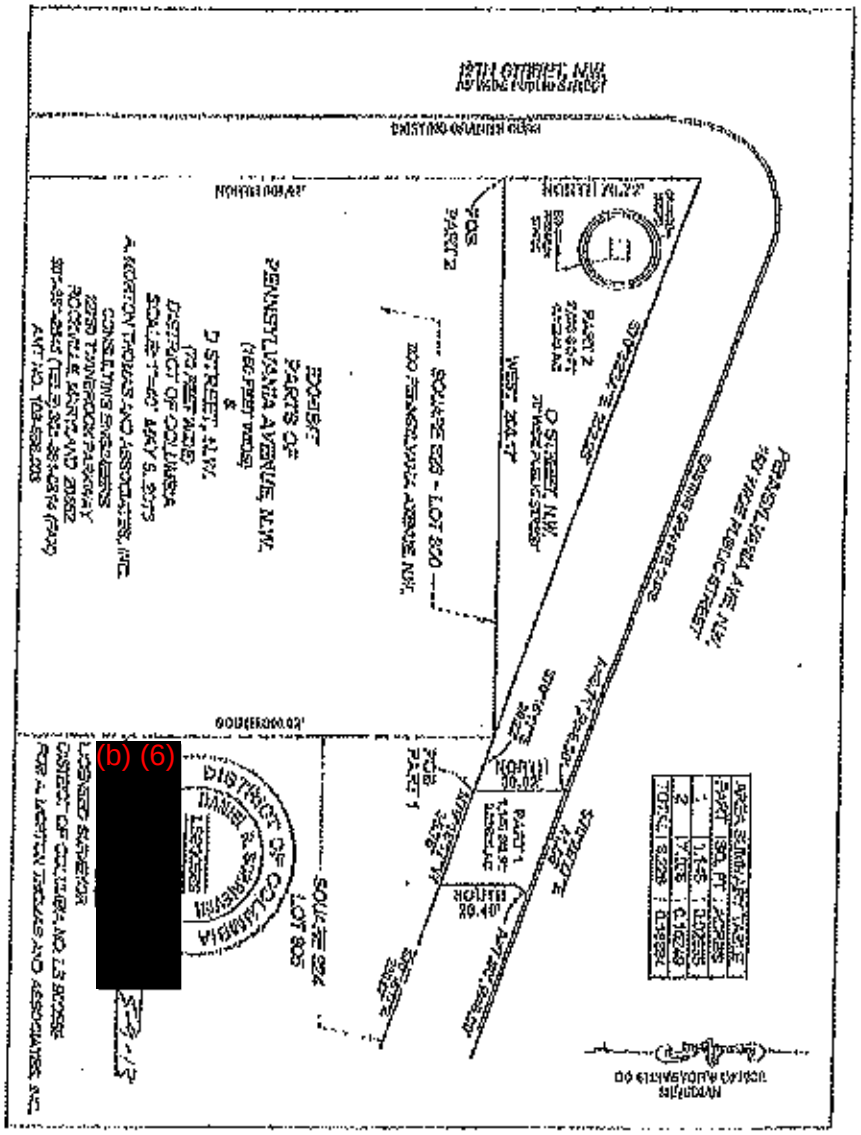

(b) (6)
[redacted]

EXHIBIT E-1

TITLE EXCEPTIONS

I. For the entire Premises (except the Pennsylvania Avenue Parcels (as defined below)):

1. Rights of Government Antennae Tenants under the Antennae Agreements.

2. Taxes subsequent to the Commencement Date, which is a lien not yet due and payable.

3. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by A. Morton Thomas and Associates, Inc. on July 25, 2013, designated Drawing Number V 101 00: The following all affect Part A only.

   a. Gas lines in the Closed C Street
   b. Sewer lines and sanitary sewer manholes in Closed C Street and in Lot 806 in Square 324
   c. Storm drain lines and storm drain manholes in Closed 11th Street, and in Lot 806 in Square 324
   d. Electric lines and unidentified electric structures in Closed C Street and in Lot 806 in Square 324
   e. 18" and 12" RCPs, 10", 6" and 4" PVCs in Closed 11th Street, and 8" PVCs in Closed 11th Street and in Closed C Street
   f. Water lines, manholes and meters in Closed C street and in Closed 11th Street
   g. Communication manholes and telecommunications lines in Closed C Street and in Lot 806 in Square 324

4. Utility lines and structures lying within the bed of C Street, closed per plat recording in Subdivision Book 207 at page 138 among the records of the Surveyor's Office at the District of Columbia, and rights of the owners thereto. (Affects Part A only).

5. Covenants, conditions, terms and easements in that certain Declaration of Covenants dated May 9, 2013, by the United States of America, acting by and through the Administrator of General Services and authorized representatives, for the benefit of the District of Columbia, a municipal corporation, recorded May 29, 2013 as Instrument No. 2013061879.

6. Tenant's performance of the obligations, covenants, restrictions, conditions, rent and lease term affecting the Tenant's right to use and occupancy of the Land, and Landlord's reserved rights in and to the reversionary estate in the Title to the Land all as expressly set forth in the Lease and subject to the terms thereof, and

   Access rights of the public and the GSA in the leased premises, and retained rights of the National Park Service in the Clock Tower, all as expressly set forth in the Lease and subject to the terms thereof.

For the avoidance of doubt, the following title exceptions that may be listed on Tenant's title insurance policy shall not be considered Title Exceptions and Landlord shall not be in default under this Lease and shall have no obligations hereunder for failing to remove any of the following from Tenant's title policy as of Exclusive Possession:

A. Loss or damage which may be sustained by reason of the failure of a Memorandum of Lease to be property recorded among the Land Records of the District of Columbia, including but not limited to liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Commencement Date but prior to the date the Lease or Memorandum thereof conveying a leasehold estate to Tenant is recorded in the Land Records of the District of Columbia; unless caused by Landlord, in which case this exception would fall under Exhibit E-2.

II. For the parcels described on Exhibit P (the "Pennsylvania Avenue Parcels"):

1. Taxes subsequent to March 3, 2014, which is a lien not yet due and payable.

2. Tenant's performance of the obligations, covenants, restrictions, conditions, rent and lease term affecting the Tenant's right to use and occupancy of the Land, and Landlord's reserved rights in and to the reversionary estate in the Title to the Land all as expressly set forth in the Lease, and subject to the terms thereof, and

   Access rights of the public and the GSA in the leased premises, all as expressly set forth in the Lease and subject to the terms thereof.

3. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by A. Morton Thomas and Associates, Inc. on December 23, 2013 designated Drawing Number V 101 00:

   a. Vaults (as to Part 2)
   b. Unknown manhole and unknown valve (as to Part 2)
   c. Electric manholes (as to Part 2) and electric lines (as to Part 1)
   d. 8" water lines (as to Part 2)
   e. Siamese connection (as to Part 2)
   f. Storm drain manhole and inlet (as to Part 1)
   g. 8" sanitary lines (as to Part 2)
   h. Traffic signal pole (as to Part 1)
   i. Clean outs (as to Part 1)
   j. Light pole with arm (as to Part 1) and lamp posts (as to Parts 1 and 2)
   k. Fire hydrants (as to Part 2)

4. Rights of the public to access the sidewalk located on the Land.

5. Provisions set forth in paragraphs 1, 2 and 3, and the final paragraph, in each case, on page 3, of the Statement of Jurisdiction and Declaration of Covenants Regarding Exercise of Jurisdiction

Over Two Parcels of Land Generally Bordered by Pennsylvania Avenue and Adjacent to the Old Post Office, Washington, DC.

GSA

GSA Public Buildings Service

March 20, 2013

Mr. (b) (6) [redacted]
Executive Vice President and Chief Legal Officer
Trump Old Post Office LLC
725 Fifth Avenue, 26th Floor
New York, NY 10022

Re: **FIRST AMENDMENT TO GROUND LEASE**

Dear (b) (6) [redacted]

In response to your March 11, 2014 correspondence, enclosed please find one fully executed and notarized by the Government for tenant's permanent record.

Sincerely,

Kevin M. Terry

Kevin Terry
Senior Realty Contracting Officer

cc: Tim Tozer
Brett Banks
Shapour Ebadi

U.S. General Services Administration
301 7th Street SW
Washington, DC 20407-0001
www.gsa.gov

SECOND AMENDMENT TO GROUND LEASE

THIS SECOND AMENDMENT TO GROUND LEASE (this "Amendment") is executed and effective as of the 30th day of May, 2014, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (together with its permitted successors under the Lease, "Landlord"), and TRUMP OLD POST OFFICE LLC, a Delaware limited liability company (together with its permitted successors under the Lease, "Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into a Ground Lease, dated as of August 5, 2013 (the "Original Lease") and a First Amendment to Ground Lease dated as of March 3, 2014 (the "First Amendment", the Original Lease, as amended by the First Amendment, the "Lease").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises of the parties, the parties hereto agree to amend the Lease as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Lease.

2. Section 18.4.

The penultimate sentence of Section 18.4 is hereby deleted in its entirety and replaced with the following:

""Mortgagee Excused Defaults" shall mean (i) Events of Default that arose prior to a Mortgagee Trigger Event and which are not required to be cured by a Leasehold Mortgagee under this Article 18 and (ii) the following defaults: the commencement of a Bankruptcy Action by or against Tenant or the insolvency of Tenant, breaches of this Lease that are personal to Tenant and not susceptible of cure by a third party (e.g., breach of transfer provisions) and obligations of Tenant to satisfy or discharge any lien, charge, or encumbrance against Tenant's interest in the Lease or the Premises junior in priority to the lien of the Leasehold Mortgage, to the extent extinguished with such foreclosure."

3. Section 18.8.

The first sentence of Section 18.8 is hereby deleted in its entirety and replaced with the following:

"If, prior to the expiration of the stated Term, this Lease shall terminate for any reason, or be rejected or disaffirmed pursuant to the Bankruptcy Code or other law affecting creditors' rights, then Landlord shall give Notice to Mortgagee that the Lease has terminated, and any Leasehold Mortgagee (for itself or its designee) shall have the right, exercisable by written notice to Landlord at least five (5) days after receipt of written notice from Landlord that the Lease has terminated, to elect to enter into a new written lease of the Premises with Landlord."

4. Section 24.1.

The clause in the first sentence of Section 24.1 that reads "Subject to the provisions of Articles 22 and 23," is hereby deleted in its entirety and replaced with the following:

"Subject to the provisions of Section 18.8 and Articles 22 and 23,"

5. Counterparts and Signature Pages.

This Amendment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Amendment.

6. Effectiveness.

Except as hereinabove otherwise provided, the Lease is in full force and effect and unmodified and all of its terms, covenants and conditions shall continue in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD

UNITED STATES OF AMERICA, acting by and through the Administrator of General Services

(b) (6) [redacted]

By: _____
Name: Kevin M. Terry
Title: Contracting Officer
U.S. General Services Administration

TENANT

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company

(b) (6) [redacted]

By: _____
Name:
Title:

THIRD AMENDMENT TO GROUND LEASE

THIS THIRD AMENDMENT TO GROUND LEASE (this "Amendment") is executed and effective as of the 5 day of August, 2014, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (together with its permitted successors under the Lease, "Landlord"), and TRUMP OLD POST OFFICE LLC, a Delaware limited liability company (together with its permitted successors under the Lease, "Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into a Ground Lease, dated as of August 5, 2013 (the "Original Lease"), a First Amendment to Ground Lease, dated as of March 3, 2014 (the "First Amendment"), and a Second Amendment to Ground Lease, dated as of May 30, 2014 (the "Second Amendment") (the Original Lease, as amended by the First Amendment and the Second Amendment, shall be defined as the "Lease").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises of the parties, the parties hereto agree to amend the Lease as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Lease.

2. The definition of "IP Rights (Landlord)" is hereby deleted in its entirety and replaced with the following: "'IP Rights (Landlord)' shall, solely for purposes of this Lease and without prejudice to Landlord's claim of existing rights, mean all of Landlord's rights to trademarks, trade name, service marks, domain names and related intellectual property rights associated with the Premises and the image or likeness of all or any part of the exterior and interior of the Premises, in each case, other than (w) the intellectual property rights in the trademarks OLD POST OFFICE™ and POST OFFICE™, (x) any signage of Tenant, (y) any Trump IP and (z) any Tenant Affiliate IP."

3. Section 9.3(c). Section 9.3(c) is hereby deleted in its entirety and replaced with the following: "Intentionally deleted."

4. Section 9.3(d). Section 9.3(d) is hereby deleted in its entirety and replaced with the following:

> "Landlord has not acquired and will not acquire by reason of this Lease or any other reason any ownership interest in, or any goodwill related to, the Tenant Affiliate IP or the Trump IP. Landlord recognizes Tenant's sole and exclusive ownership of all rights in the Tenant Affiliate IP and the Trump IP. All rights in and arising from the Tenant Affiliate IP and the Trump IP are reserved to Tenant. Except for "fair use" in accordance with Applicable Laws, Landlord agrees that it will not use the Tenant

Affiliate IP or the Trump IP without Tenant's consent which may be withheld in Tenant's sole discretion. Landlord further recognizes the great value of the goodwill associated with the Tenant Affiliate IP and the Trump IP, and acknowledges that the foregoing and all rights therein and goodwill pertaining thereto belong exclusively to Tenant, and that each has a secondary meaning in the mind of the public. Landlord further recognizes that all goodwill associated with all uses of the Tenant Affiliate IP and the Trump IP shall inure directly and exclusively to Tenant (or the applicable Affiliate of Tenant or Trump Affiliate); provided, however, and for avoidance of doubt, Proceeds from Sale or Refinancing may include an allocation to goodwill to the extent sold or financed. Each and every part of the Tenant Affiliate IP and the Trump IP and all applications and registrations therefor, is, and is to be, the sole property of Tenant (or the applicable Affiliate of Tenant or the Trump Affiliate). Landlord will not register nor attempt to register the Tenant Affiliate IP or the Trump IP, or any mark similar thereto, alone or with any other word, or in any derivations or phonetic equivalents thereof, as a name, trademark, trade name, service mark, domain name or otherwise. For purposes of this Lease, "Trump Brand" shall mean the Trump International Hotels brand and "Trump IP" shall mean the Trump Brand and all current and future trademarks, trade names, service marks, domain names, designs, logos, symbols, product configuration, industrial design, trade dress, slogans and other indicia of origin for the Trump mark or the Trump Brand as well as any trademark owned or controlled by Tenant, any Affiliate of Tenant or a Trump Family Member, including all derivations of any of the foregoing."

5. Counterparts and Signature Pages.

This Amendment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Amendment.

6. Effectiveness.

Except as hereinabove otherwise provided, the Lease is in full force and effect and unmodified and all of its terms, covenants and conditions shall continue in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD

UNITED STATES OF AMERICA, acting by and through the Administrator of General Services

By: Kevin M. Terry
Name: Kevin M. Terry
Title: Contracting Officer

TENANT

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company

(b) (6)

By: [redacted]
Name (b) (6)
Title: [redacted] Vice President

Upon recording return to:
Trump Old Post Office LLC
c/o The Trump Organization
725 Fifth Avenue, 26th Floor
New York, New York 10022
Attn: Jason D. Greenblatt, Esq.

CONFIRMATION AGREEMENT

NAME AND ADDRESS OF LANDLORD:	THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE ADMINISTRATOR OF GENERAL SERVICES Portfolio Management - Suite 7600 7th & D Streets, S.W. Room 7660 Washington, D.C. 20407
NAME AND ADDRESS OF TENANT:	TRUMP OLD POST OFFICE LLC c/o The Trump Organization 725 Fifth Avenue New York, New York 10022 Attn: David Orowitz

Reference is made to the lease dated as of August 5, 2013 and executed as of August 5, 2013 by and between Trump Old Post Office LLC, as Tenant, and the United States of America, acting by and through the Administrator of General Services, as Landlord (the "Lease"), whereby Landlord has leased to Tenant that parcel of land owned by Landlord and the improvements thereon located in the District of Columbia, at 1100 Pennsylvania Avenue, N.W. All capitalized and undefined terms herein shall have the meanings ascribed to such terms in the Lease.

To evidence the Lease, Landlord and Tenant executed a Memorandum of Lease dated as of August 13, 2013 and filed and recorded on August 14, 2013 with the District of Columbia Recorder of Deeds as Document Number 2013095328 (the "Memorandum of Lease").

Landlord hereby confirms that the Jurisdictional Transfers have occurred. Landlord and Tenant hereby confirm that the Leased Premises (as defined in the Memorandum of Lease) is as more particularly described on Schedule 1 annexed hereto and made a part hereof.

This Confirmation may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if the parties hereto had executed a single copy of this Confirmation.

[SIGNATURE BLOCK IMMEDIATELY FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have respectively executed this Confirmation Agreement as of the 3rd day of March, 2014.

LANDLORD:

THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE ADMINISTRATOR OF GENERAL SERVICES

(b) (6) [redacted]

By:

Name: Kevin M. Terry
Title: Contracting Officer
U.S. General Services Administration

TENANT:

TRUMP OLD POST OFFICE LLC

(b) (6) [redacted]

By

Name: (b) (6) [redacted]
Title: Executive Vice President

SCHEDULE 1

LEASED PREMISES

[FOLLOWS THIS COVER PAGE]

LEGAL DESCRIPTION - PART A
A&T LOT 802 - SQUARE 323
A&T LOTS 808 & 809 - SQUARE 324

BEING ALL OF ASSESSMENT AND TAXATION (A&T) LOT 802 IN SQUARE 323 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 5, 2013, SAID LOT 802 HAVING BEEN CREATED BY COMBINING FORMER A&T LOT 800 AS SHOWN ON A & T TRACING 323 AND PART OF D STREET, N.W. CLOSED AS SHOWN ON A PLAT OF SUBDIVISION RECORDED JULY 2, 2013 AND REVISED JULY 10, 2013 IN SUBDIVISION BOOK 207 AT PAGE 138, BOTH ON FILE IN THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA AND A&T LOTS 808 AND 809 IN SQUARE 324 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 5, 2013; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS IN THE MERIDIAN OF THE DISTRICT OF COLUMBIA SURVEYOR'S OFFICE:

BEGINNING AT A POINT AT THE NORTHWEST CORNER OF SQUARE 323 AS SHOWN IN ORIGINAL RECORD OF SQUARES BOOK 2 AT PAGE 323 RECORDED IN THE SAID RECORDS OF THE OFFICE OF THE SURVEYOR, SAID POINT ALSO BEING AT THE INTERSECTION OF THE EASTERLY LINE OF 12TH STREET, N.W. (85 FEET WIDE) AND THE SOUTHERLY LINE OF D STREET, N.W. (70 FEET WIDE), SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID A&T LOT 802; THENCE BINDING ON AND RUNNING WITH SAID SOUTHERLY LINE OF D STREET, N.W., THE NORTHERLY LINE OF SQUARE 323 AND THE NORTHERLY LINE OF A&T LOT 802

1) DUE EAST, 200.17 FEET (RECORD AND SURVEY) TO A POINT AT THE NORTHEAST CORNER OF SQUARE 323, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID A&T LOT 808 IN SQUARE 324; THENCE LEAVING SQUARE 323 AND BINDING ON AND RUNNING WITH THE SOUTHERLY LINE OF PENNSYLVANIA AVENUE, N.W. (160 FEET WIDE), THE NORTHERLY LINE OF 11TH STREET, N.W. CLOSED AS SHOWN ON A PLAT OF SUBDIVISION RECORDED IN SUBDIVISION BOOK 98 AT PAGE 136 AMONG THE SAID RECORDS OF THE OFFICE OF THE SURVEYOR AND THE NORTHERLY LINE OF SAID A&T LOT 808

2) SOUTH 70° 16' 17" EAST, 103.56 FEET (RECORD AND SURVEY) TO A POINT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A&T LOT 811 IN SQUARE 324 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 5, 2013; THENCE RUNNING AT A RIGHT ANGLE TO PENNSYLVANIA AVENUE, N.W. AND BEING COLLINEAR WITH THE NORTHWESTERLY LINE OF A GRANITE WALL ENCLOSING AN AREAWAY OF THE ADJACENT INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W. AND ALSO RUNNING IN, THROUGH, OVER AND ACROSS SAID 11TH STREET, N.W. CLOSED THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES AND ALSO BINDING ON AND RUNNING WITH COMMON LINES BETWEEN SAID A&T LOTS 808 AND 811 THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES

3) SOUTH 19° 43' 43" WEST, 14.92 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.17 FEET OFF OF THE WATER TABLE OF SAID IRS BUILDING THE FOLLOWING SIX (6) COURSES AND DISTANCES

4) NORTH 70° 56' 56" WEST, 3.06 FEET (RECORD AND SURVEY) TO A POINT; THENCE

5) SOUTH 19° 01' 05" WEST, 10.11 FEET (RECORD AND SURVEY) TO A POINT; THENCE

6) NORTH 69° 56' 18" WEST, 18.61 FEET (RECORD AND SURVEY) TO A POINT; THENCE

7) SOUTH 00° 03' 42" WEST, 20.17 FEET (RECORD AND SURVEY) TO A POINT; THENCE

8) NORTH 89° 50' 18" WEST, 1.53 FEET (RECORD AND SURVEY) TO A POINT; THENCE

9) SOUTH 00° 03' 42" WEST, 18.04 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH THE BASE OF A GRANITE WALL AT A WESTERN ENTRANCE TO SAID IRS BUILDING

10) NORTH 00° 50' 18" WEST, 6.40 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING THROUGH GRANITE WALLS AND PARALLEL TO SAID IRS BUILDING

11) SOUTH 00° 03' 42" WEST, 20.46 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH THE BASE OF A GRANITE WALL, AT A WESTERN ENTRANCE TO SAID IRS BUILDING

12) SOUTH 89° 50' 18" EAST, 6.40 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 6.12 FEET OFF OF THE WATER TABLE OF SAID IRS BUILDING THE FOLLOWING SIX (6) COURSES AND DISTANCES

13) SOUTH 00° 03' 42" WEST, 16.83 FEET (RECORD AND SURVEY) TO A POINT; THENCE

14) SOUTH 89° 50' 18" EAST, 1.53 FEET (RECORD AND SURVEY) TO A POINT; THENCE

15) SOUTH 00° 03' 42" WEST, 20.10 FEET (RECORD AND SURVEY) TO A POINT; THENCE

16) SOUTH 89° 50' 18" EAST, 1.67 FEET (RECORD AND SURVEY) TO A POINT; THENCE

17) SOUTH 00° 03' 42" WEST, 6.20 FEET (RECORD AND SURVEY) TO A POINT; THENCE

18) SOUTH 84° 35' 30" EAST, 143.06 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE EAST LINE OF SAID 11TH STREET, N.W. CLOSED AND THE WEST LINE OF FORMER SQUARE 349 AS SHOWN IN ORIGINAL RECORD OF SQUARES BOOK 2 AT PAGE 349 RECORDED IN THE SAID RECORDS OF THE OFFICE OF THE SURVEYOR AT A DISTANCE OF 42.73 FEET (RECORD AND SURVEY) FROM THE BEGINNING OF THIS COURSE; THENCE BINDING ON AND RUNNING WITH THE WATER TABLE OF SAID IRS BUILDING

19) SOUTH 00° 10' 31" WEST, 206.36 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE SOUTH LINE OF SAID FORMER SQUARE 349 AND THE NORTH LINE OF O STREET, N.W. CLOSED PER SAID PLAT OF SUBDIVISION RECORDED IN SUBDIVISION BOOK 00 AT PAGE 130 AT A DISTANCE OF 69.94 FEET (RECORD AND SURVEY) FROM THE END OF THIS COURSE; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.3 FEET NORTH OF THE NORTH FACE OF SAID IRS BUILDING

20) NORTH 89° 49' 29" WEST, 165.24 FEET (RECORD AND SURVEY) TO A POINT INTERSECTING THE GRANITE WALL SURROUNDING THE AREAWAY FOR THE IRS BUILDING; THENCE RUNNING WITH THE OUTSIDE FACE OF THE GRANITE WALL THE FOLLOWING THREE (3) COURSES AND DISTANCES

21) NORTH 00° 10' 31" EAST, 6.00 FEET (RECORD AND SURVEY) TO A POINT; THENCE

22) NORTH 89° 49' 29" WEST, 76.57 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE WEST LINE OF SAID A&T LOT 808 IN SQUARE 324, THE WEST LINE OF SAID G STREET, N.W. CLOSED PER SAID SUBDIVISION BOOK 90 AT PAGE 130 AND THE EAST LINE OF G STREET, N.W. CLOSED AS SHOWN ON A PLAT OF SUBDIVISION RECORDED IN SUBDIVISION BOOK 207 AT PAGE 138 AT A DISTANCE 20.22 FEET (RECORD AND SURVEY) FROM THE END OF THIS COURSE; THENCE BINDING ON AND RUNNING WITH COMMON LINES BETWEEN A&T LOT 802 IN SQUARE 323 AND A&T LOT 811 IN SQUARE 324 THE FOLLOWING THE FOLLOWING TEN (10) COURSES AND DISTANCES

23) SOUTH 00° 10' 31" WEST, 0.00 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.8 FEET NORTH OF THE NORTH FACE OF SAID IRS BUILDING

24) NORTH 89° 49' 29" WEST, 16.47 FEET (RECORD AND SURVEY) TO A POINT INTERSECTING A GRANITE WALL; THENCE RUNNING WITH THE OUTSIDE FACE OF THE GRANITE WALL THE FOLLOWING THREE (3) COURSES AND DISTANCES

25) NORTH 00° 10' 31" EAST, 10.87 FEET (RECORD AND SURVEY) TO A POINT; THENCE

26) NORTH 89° 49' 29" WEST, 1.16 FEET (RECORD AND SURVEY) TO A POINT; THENCE

27) SOUTH 00° 10' 31" WEST, 0.32 FEET (RECORD AND SURVEY) TO A POINT; THENCE BINDING ON AND RUNNING WITH THE EDGE OF THE BOTTOM GRANITE STEP THE FOLLOWING TWO (2) COURSES AND DISTANCES

28) NORTH 89° 49' 29" WEST, 29.04 FEET (RECORD AND SURVEY) TO A POINT; THENCE

29) 9.49 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 6.02 FEET, A DELTA ANGLE OF 90° 58' 13" AND A CHORD BEARING AND DISTANCE OF SOUTH 69° 41' 26" WEST, 9.06 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH THE FACE OF THE BUILDING COLUMN THE FOLLOWING TWO (2) COURSES AND DISTANCES

30) NORTH 63° 37' 37" WEST, 1.79 FEET (RECORD AND SURVEY) TO A POINT; THENCE

31) SOUTH 30° 22' 23" WEST, 1.48 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH AND BINDING ON THE EDGE OF A GRANITE BORDER THE FOLLOWING FIVE (5) COURSES AND DISTANCES

32) NORTH 63° 37' 37" WEST, 2.10 FEET (RECORD AND SURVEY) TO A POINT; THENCE

33) 87.51 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 183.60 FEET, A DELTA ANGLE OF 27° 21' 15" AND A CHORD BEARING AND DISTANCE OF SOUTH 50° 15' 14" WEST, 86.70 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE SOUTH LINE OF SAID A&T LOT 802 IN SQUARE 323, THE SOUTH LINE OF SAID G STREET, N.W. CLOSED PER SAID SUBDIVISION BOOK 207 AT PAGE 138, THE FORMER NORTHERLY LINE OF SQUARE 324 AS SHOWN IN ORIGINAL RECORD OF SQUARES BOOK 2 AT PAGE 324 AT A DISTANCE 23.77 FEET (RECORD AND SURVEY) ALONG SAID ARC FROM THE BEGINNING OF THIS COURSE; THENCE BINDING ON AND RUNNING WITH COMMON LINES BETWEEN A&T LOTS 809 AND 811 THE FOLLOWING THREE (3) COURSES AND DISTANCES

34) NORTH 42° 36' 13" WEST, 0.08 FEET (RECORD AND SURVEY) TO A POINT; THENCE

35) 6.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5.14 FEET, A DELTA ANGLE OF 71° 17' 26" AND A CHORD BEARING AND DISTANCE OF NORTH 78° 14' 56" WEST, 5.99 FEET (RECORD AND SURVEY) TO A POINT; THENCE

36) 16.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 201.33 FEET, A DELTA ANGLE OF 4° 49' 52" AND A CHORD BEARING AND DISTANCE OF SOUTH 88° 28' 18" WEST, 16.87 FEET (RECORD AND SURVEY) TO A POINT ON THE SAID EAST LINE OF 12TH STREET, N.W.; THENCE RUNNING WITH AND BINDING ON SAID EAST LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES

37) DUE NORTH, 41.01 FEET (RECORD AND SURVEY) TO A POINT ON THE NORTHWEST CORNER OF SAID A&T LOT 803, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID C STREET, N.W. CLOSED AND A&T LOT 802 IN SQUARE 323; THENCE RUNNING WITH AND BINDING ON THE WEST LINE OF SAID A&T LOT 802

38) DUE NORTH, 386.92 FEET (RECORD AND SURVEY) TO THE POINT OF BEGINNING.

CONTAINING AN AREA FOR PART A OF 133,249 SQUARE FEET OR 3.05808 ACRES OF LAND (RECORD AND SURVEY), MORE OR LESS.

NOTE: AS OF THE DATE OF CERTIFICATION, THE LAND HEREIN DESCRIBED (THE "LAND") IS DESIGNATED AMONG THE RECORDS OF THE ASSESSOR OF THE DISTRICT OF COLUMBIA, FOR ASSESSMENT AND TAXATION PURPOSES, AS A&T LOT 802 IN SQUARE 323 AND A&T LOTS 808 AND 809 IN SQUARE 324.

LEGAL DESCRIPTION

AIR RIGHT LOTS 7000, 7001 & 7002 - SQUARE 324

BEING 3 STRIPS OR PARCELS OF LAND HEREINAFTER DESCRIBED AS BEING SURROUNDED BY AND ADJACENT TO ASSESSMENT AND TAXATION (A&T) LOT 811 IN SQUARE 324 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 6, 2013 AND BEING MORE PARTICULARLY DESCRIBED IN THE MERIDIAN OF THE DISTRICT OF COLUMBIA SURVEYOR'S OFFICE AS FOLLOWS:

AIR RIGHT LOT 7000

BEGINNING AT A POINT ON THE WATER TABLE OF THE WESTERLY FACE OF THE INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W., SAID POINT LYING 261.97 FEET DUE SOUTH AND 412.10 FEET DUE EAST FROM THE NORTHWEST CORNER OF SQUARE 324, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE EAST LINE OF 12TH STREET, N.W. (86 FT. WIDE) AND THE SOUTH LINE OF D STREET, N.W. (70 FT. WIDE), THENCE BINDING ON AND RUNNING WITH SAID A&T LOT 811 THE FOLLOWING FOUR (4) COURSES AND DISTANCES

1) SOUTH 89° 49' 29" EAST, 7.15 FEET TO A POINT; THENCE

2) SOUTH 00° 10' 31" WEST, 12.86 FEET TO A POINT; THENCE

3) NORTH 89° 49' 29" WEST, 7.15 FEET TO A POINT ON SAID WATER TABLE OF THE IRS BUILDING; THENCE RUNNING WITH THE WATER TABLE ALONG THE FACE OF SAID IRS BUILDING

4) NORTH 00° 10' 31" EAST, 12.86 FEET TO THE POINT OF BEGINNING;

CONTAINING 91 SQUARE FEET OR 0.00209 OF AN ACRE OF LAND.

AIR RIGHT LOT 7001.

BEGINNING AT A POINT ON THE WATER TABLE OF THE WESTERLY FACE OF THE INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W., SAID POINT LYING 261.97 FEET DUE SOUTH AND 412.10 FEET DUE EAST FROM THE NORTHWEST CORNER OF SQUARE 324, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE EAST LINE OF 12TH STREET, N.W. (86 FT. WIDE) AND THE SOUTH LINE OF D STREET, N.W. (70 FT. WIDE), THENCE BINDING ON AND RUNNING WITH SAID A&T LOT 811 THE FOLLOWING FOUR (4) COURSES AND DISTANCES

1) SOUTH 89° 49' 29" EAST, 7.15 FEET TO A POINT; THENCE

2) SOUTH 00° 10' 31" WEST, 12.86 FEET TO A POINT; THENCE

3) NORTH 89° 49' 29" WEST, 7.15 FEET TO A POINT ON SAID WATER TABLE OF THE IRS BUILDING; THENCE RUNNING WITH THE WATER TABLE ALONG THE FACE OF SAID IRS BUILDING

4) NORTH 00° 10' 31" EAST, 12.86 FEET TO THE POINT OF BEGINNING;

CONTAINING 92 SQUARE FEET OR 0.00207 OF AN ACRE OF LAND.

AIR RIGHT LOT 7002

BEGINNING AT A POINT ON THE WATER TABLE OF THE WESTERLY FACE OF THE INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W., SAID POINT LYING 271.60 FEET DUE SOUTH AND 412.06 FEET DUE EAST FROM THE NORTHWEST CORNER OF SQUARE 323, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE EAST LINE OF 12TH STREET, N.W. (86 FT. WIDE) AND THE SOUTH LINE OF D STREET, N.W. (70 FT. WIDE). THENCE BINDING ON AND RUNNING WITH SAID AIR LOT 811 THE FOLLOWING FOUR (4) COURSES AND DISTANCES

1) SOUTH 89° 49' 29" EAST, 7.16 FEET TO A POINT; THENCE

2) SOUTH 00° 10' 31" WEST, 12.04 FEET TO A POINT; THENCE

3) NORTH 89° 49' 29" WEST, 7.16 FEET TO A POINT ON SAID WATER TABLE OF THE IRS BUILDING THENCE RUNNING WITH THE WATER TABLE ALONG THE FACE OF SAID IRS BUILDING

4) NORTH 00° 10' 31" EAST, 12.04 FEET TO THE POINT OF BEGINNING;

CONTAINING 86 SQUARE FEET OR 0.00207 OF AN ACRE OF LAND.

SAID LOTS 7000, 7001 AND 7002 HAVING A LOWER LIMIT OF ELEVATION OF 11.30 FEET AND AN UPPER LIMIT OF ELEVATION OF 36.21 FEET IN THE DATUM OF THE DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC WORKS.

NOTE: AS OF THE DATE OF CERTIFICATION, THE LAND HEREIN DESCRIBED (THE "LAND") IS DESIGNATED AMONG THE RECORDS OF THE ASSESSOR OF THE DISTRICT OF COLUMBIA, FOR ASSESSMENT AND TAXATION PURPOSES, AS LOTS 7000, 7001 AND 7002 IN SQUARE 374.

DESCRIPTION OF
PARTS OF
PENNSYLVANIA AVENUE, N.W.
(160 FEET WIDE)
&
D STREET, N.W.
(70 FEET WIDE)

DISTRICT OF COLUMBIA
MAY 8, 2018

Being two (2) strips or parcels of land hereinafter described as running in, through, over and across Pennsylvania Avenue, N.W. (160 feet wide) and D Street, N.W. (70 feet wide) in the District of Columbia, said land being under the jurisdiction of the National Park Service by virtue of Public Law 104-104, Section 313(a), and being depicted on National Park Service Map 840-92441 and on a drawing entitled "12th Street to 10th Street, Jurisdictional Maintenance Boundaries", sheet number 7 of 26, dated 03-30-1998, by the Pennsylvania Avenue Development Corporation; and being more particularly described in the bearing meridian of the District of Columbia Surveyor's Office as follows:

PART 1

Beginning at a point on the southerly line of Pennsylvania Avenue, N.W. (160 feet wide); said point being South 70° 16' 17" East, 20.22 feet from the northeast corner of Square 323; said corner also being the northeast corner of Assessment and Taxation (A&T) Lot 800 in Square 323 as shown on A&T Tracing 323 on file in the Records of the Office of the Surveyor of the District of Columbia; thence routing in, through, over and across Pennsylvania Avenue, N.W. the following five (5) courses and distances

1) Due North, 30.02 feet to a point; thence

2) 3.71 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 35° 29' 00" and a chord bearing and distance of North 17° 44' 03" West, 3.66 feet to a point along the southerly back of curb of Pennsylvania Avenue, N.W.; thence routing with and bearing on said back of curb

3) South 70° 20' 27" East, 41.00 feet to a point; thence

4) 7.60 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 74° 28' 57" and a chord bearing and distance South 37° 13' 20" West, 7.26 feet to a point; thence

5) Due South, 20.46 feet to a point on the southerly line of said Pennsylvania Avenue, N.W. said the southerly line of Lot 800 in Square 324 as shown on

AST Plat 3032-4 on file in the sum records of the Office of the Surveyor; thence running with and binding on said lines

8) North 70° 10' 17" West, 36.76 feet to the Point of Beginning;

Containing an area of 1,148 Square Feet or 0.02035 of an acre of land, more or less.

PART 2

Beginning at a point at the intersection of the easterly line of 12th Street, N.W. (46 feet wide) and the southerly line of D Street, N.W. (70 feet wide); said point being the northwest corner of Square 323; said corner also being the northwest corner of said AST Lot 400 in Square 323; thence running in, through, over and across D Street, N.W. the following two (2) courses and distances

1) Due North, 70.73 feet to a point; thence

2) South 70° 32' 34" East, 212.28 feet to a point at the northeast corner of Square 323; thence binding on and running with the north line of said Square 323

3) Due West, 200.17 feet to the Point of Beginning;

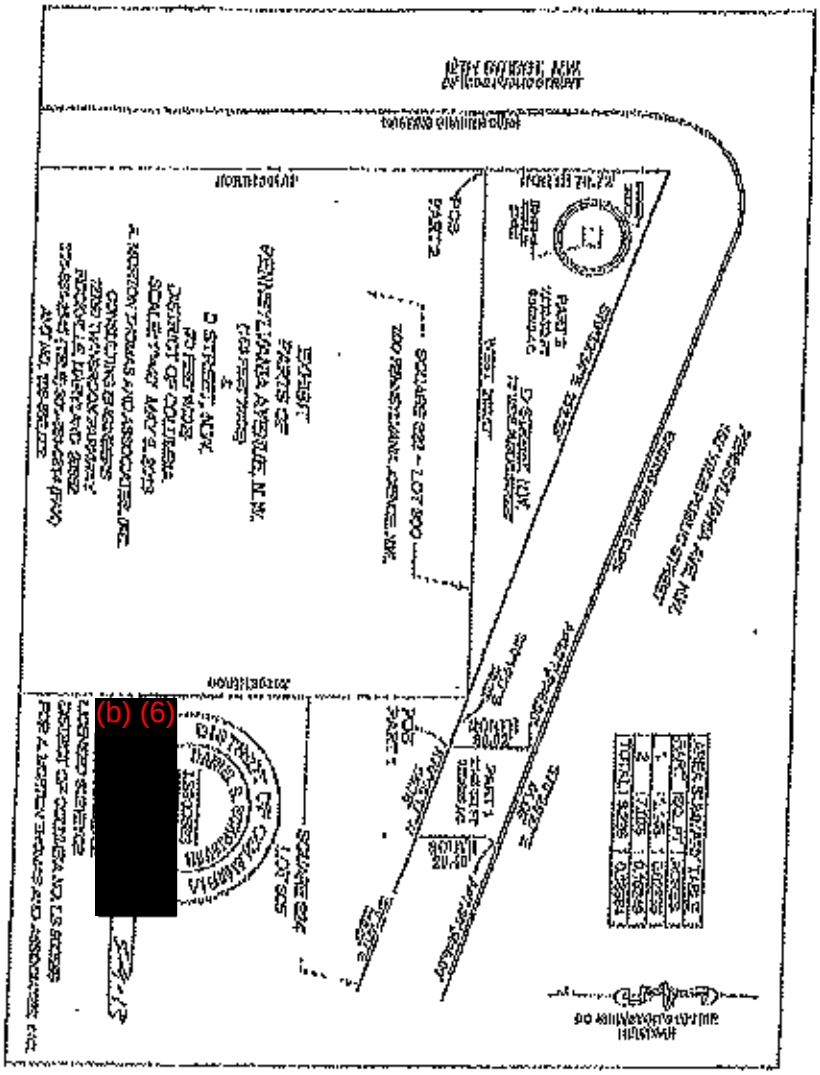
Containing an area of 7,070 square feet or 0.16249 of an acre of land, more or less.

Parts 1 and 2 containing a total area of 8,220 square feet or 0.18884 of an acre of land, more or less, are shown on the attached sketch and made a part of by this reference.

(b) (6) [redacted] 5-9-13

Daniel R. Schriever
Licensed Surveyor
District of Columbia No. LS 900006
For A. Morton Thomas and Associates, Inc.

DISTRICT OF COLUMBIA
DANIEL R. SCHRIEVER
LICENSED
LAND SURVEYOR


(b) (6)

STATE OF NEW YORK)
ss.:
COUNTY OF NEW YORK)

On the 11th day of March in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared (b) (6) [redacted], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in ~~his~~ her capacity, and that by ~~his~~ her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(b) (6) [redacted]

Notary Public

STEVEN A. LENNIG
NOTARY PUBLIC, State of New York
01LE[illegible]955771
Qualified in New York County
Commission Expires September 5, 2017

DISTRICT OF COLUMBIA)
ss.:

On the 20 day of MARCH in the year 2014 before me, the undersigned, a Notary Public in and for said District of Columbia, personally appeared KEVIN M. TERRY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(b) (6) [redacted]

Notary Public

NOTARY PUBLIC
MY COMMISSION EXPIRES 03/14/2010
DISTRICT OF COLUMBIA

Trump Old Post Office LLC

725 Fifth Avenue, 26th Floor
New York, NY 10022

May 13, 2014

BY OVERNIGHT DELIVERY

United States General Services Administration
Portfolio Management - Suite 7600
7th & D Streets, S.W.
Washington, D.C. 20407
Attention: Kevin Terry

Re: Ground Lease (as previously amended and as may be further amended from time to time, the "Lease"), dated as of August 5, 2013, between the United States of America, acting by and through the Administrator of General Services ("Landlord") and Trump Old Post Office ("Tenant")

Dear Kevin:

Reference is made to the Lease. Capitalized terms not defined herein shall have the meanings set forth in the Lease.

Please be advised that Tenant intends to close upon a Construction Loan with Deutsche Bank Trust Company Americas ("DB"), who shall be the sole Lead Lender upon the commencement of such Construction Loan. In accordance with Section 15.7(a) of the Lease, please find attached on Exhibit A hereto detailed information evidencing that DB qualifies as an Institutional Lender. Please confirm by your signature below that you concur that DB is an Institutional Lender.

Very truly yours,

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company
(b) (6) [redacted]

By: _____
Name: (b) (6) [redacted]
Title: Vice President

Concurred this __ day of May, 2014:

UNITED STATES OF AMERICA,
acting by and through the Administrator of
General Services

By:_____
Name:
Title:

Cc: United States General Services Administration
Office of Regional Counsel, Suite 7048
7th & D Streets, S.W.
Washington, D.D. 20407
Attn: Regional Counsel

Reno & Cavanaugh PLLC
455 Massachusetts Avenue, NW, Suite 400
Washington, DC 20001
Attn: (b) (6) [redacted]

EXHIBIT A

Information Evidencing that DB is an Institutional Lender

New York State
Department of Financial Services

I, (b) (6) [redacted], *Deputy Superintendent, Foreign and Wholesale Banks, Banking Division, New York State Department of Financial Services,* ***DO HEREBY CERTIFY:***

THAT, DEUTSCHE BANK TRUST COMPANY AMERICAS*, is a corporation duly organized and existing under the laws of the State of New York and has its principal office and place of business at* ***60 Wall Street, New York, New York.*** *Such corporation is validly existing as a banking organization under the Banking Law of the State of New York. The authorization certificate of such corporation has not been revoked or suspended and such corporation is a subsisting* ***trust company*** *under the supervision of this Department.*

WITNESS*, my hand and official seal of the Department of Financial Services at the City of New York, this* ***2nd*** *day of* ***May*** *in the Year* ***two thousand and fourteen.***

(b) (6) [redacted]

Deputy Superintendent
Foreign and Wholesale Banks

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

GSA

GSA Public Buildings Service

February 14, 2013

Via E-Mail

(b) (6) [redacted]
Executive Vice President, Acquisitions and Development
The Trump Organization
725 Fifth Avenue
New York, NY 10022

Re: **Written Notification to Extend Lease Negotiations Deadline**
Redevelopment of the Old Post Office Building
GSA Solicitation Number NR-73002105 – March 24, 2011

Dear (b) (6) [redacted]

On February 27, 2012, the Government issued The Trump Organization "Written Notice to commence with the lease negotiations" as provided in Solicitation Number NR-73002105, under part V – Selection Process, Schedule and Evaluation Criteria, sub-part A – Selection Process. This provision further required that "the parties agree to execute a LA within 365 calendar days but, except as otherwise provided…" "Should the parties fail to execute a LA within this time period for any reason, the parties may bilaterally agree to an extension of time".

Although we have made significant progress in negotiations on the terms and conditions of the lease agreement, it is obvious given the many complexities that go into a deal of this nature, with a term of 60 years, involving a building listed on the National Register of Historic Places and the many other circumstances to be addressed, that an extension of time be granted by mutual consent.

The Government hereby proposes an extension of the deadline to execute the lease agreement (LA) to April 1, 2013. Provided you are in agreement, please countersign on the line provided below and return to my attention at your earliest convenience. Please feel free to contact me at (202) 708-4600 or by email to kevin.terry@gsa.gov with any questions.

Very Truly Yours,
(b) (6) [redacted]

Kevin M. Terry
Senior Realty Contracting Officer

Acknowledged And Agreed:

(b) (6) [redacted]
Executive Vice President, Acquisitions and Development
The Trump Organization

U.S. General Services Administration
301 7th Street SW
Washington, DC 20407-0001
www.gsa.gov

LEGAL DESCRIPTION – PART A
A&T LOT 800 - SQUARE 323
PART OF A&T LOT 806 - SQUARE 324
PART OF C STREET, N.W. CLOSED

Being all of Assessment and Taxation (A&T) Lot 800 in Square 323 as shown on A & T Trading 323, and part of C Street, N.W. closed as shown on a Plat of Subdivision recorded July 2, 2013 and revised July 19, 2013 in Subdivision Book 207 at Page 138, both on file in the Office of the Surveyor of the District of Columbia and part of A&T Lot 806 in Square 324 as assigned by the District of Columbia Office of Tax and Revenue on June 12, 2013; all being more particularly described as follows in the meridian of the District of Columbia Surveyor's Office:

Beginning at a point at the northwest corner of Square 323 as shown in Original Record of Squares Book 2 at Page 323 recorded in the said Records of the Office of the Surveyor, said point also being at the intersection of the easterly line of 12th Street, N.W. (85 feet wide) and the southerly line of D Street, N.W. (70 feet wide), said point also being the northwest corner of said A&T Lot 800; thence binding on and running with said southerly line of D Street, N.W., the northerly line of Square 323 and the northerly line of A&T Lot 800

1) Due East, 200.17 feet (record and survey) to a point at the northeast corner of Square 323, said point also being the northwest corner of said A&T Lot 806 in Square 324; thence leaving Square 323 and binding on and running with the southerly line of Pennsylvania Avenue, N.W. (160 feet wide), the northerly line of 11th Street, N.W. closed as shown on a Plat of Subdivision recorded in Subdivision Book 99 at Page 130 among the said Records of the Office of the Surveyor and the northerly line of said A&T Lot 806

2) South 70° 16' 17" East, 103.66 feet (record and survey) to a point; thence running at a right angle to Pennsylvania Avenue, N.W. and being collinear with the northwesterly line of a granite wall enclosing an areaway of the adjacent Internal Revenue Service (IRS) building located at 1100 Constitution Avenue, N.W. and also running in, through, over and across said 11th Street, N.W. closed the following fifteen (15) courses and distances

3) South 19° 43' 43" West, 14.82 feet (record and survey) to a point; thence running parallel to and approximately 0.17 feet off of the water table of said IRS building the following six (6) courses and distances

4) North 70° 58' 55" West, 3.66 feet (record and survey) to a point; thence

5) South 19° 01' 05" West, 10.11 feet (record and survey) to a point; thence

6) North 89° 56' 18" West, 18.61 feet (record and survey) to a point; thence

7) South 00° 03' 42" West, 20.17 feet (record and survey) to a point; thence

8) North 89° 56' 18" West, 1.53 feet (record and survey) to a point; thence

9) South 00° 03' 42" West, 15.94 feet (record and survey) to a point; thence running with the base of a granite wall at a western entrance to said IRS building

10) North 89° 56' 18" West, 5.40 feet (record and survey) to a point; thence running through granite walls and parallel to said IRS building

11) South 00° 03' 42" West, 20.46 feet (record and survey) to a point; thence running with the base of a granite wall at a western entrance to said IRS building

12) South 89° 56' 18" East, 5.40 feet (record and survey) to a point; thence running parallel to and approximately 0.17 feet off of the water table of said IRS building the following six (6) courses and distances

13) South 00° 03' 42" West, 15.83 feet (record and survey) to a point; thence

14) South 89° 56' 18" East, 1.53 feet (record and survey) to a point; thence

15) South 00° 03' 42" West, 20.10 feet (record and survey) to a point; thence

16) South 89° 56' 18" East, 1.87 feet (record and survey) to a point; thence

17) South 00° 03' 42" West, 5.20 feet (record and survey) to a point; thence

18) South 84° 35' 30" East, 143.96 feet (record and survey) to a point, crossing the east line of said 11th Street, N.W. closed and the west line of former Square 349 as shown in Original Record of Squares Book 2 at Page 349 recorded in the said Records of the Office of the Surveyor at a distance of 42.73 feet (record and survey) from the beginning of this course; thence binding on and running with on the water table of said IRS building

19) South 00° 10' 31" West, 208.35 feet (record and survey) to a point, crossing the south line of said former Square 349 and the north line of C Street, N.W. closed per said Plat of Subdivision recorded in Subdivision Book 99 at Page 130 at a distance of 69.94 feet (record and survey) from the end of this

course; thence running parallel to and approximately 0.5 feet north of the north face of said IRS building

20) North 89° 49' 29" West, 155.24 feet (record and survey) to a point intersecting the granite wall surrounding the areaway for the IRS building; thence running with the outside face of the granite wall the following three (3) courses and distances

21) North 00° 10' 31" East, 6.00 feet (record and survey) to a point; thence

22) North 89° 49' 29" West, 76.57 feet (record and survey) to a point, crossing the west line of said A&T Lot 808 in Square 324, the west line of said C Street, N.W. closed per said Subdivision Book 89 at Page 130 and the east line of C Street, N.W. closed as shown on a Plat of Subdivision recorded in Subdivision Book 207 at Page 138 at a distance 20.22 feet (record and survey) from the end of this course; thence

23) South 00° 10' 31" West, 6.00 feet (record and survey) to a point; thence running parallel to and approximately 0.5 feet north of the north face of said IRS building

24) North 89° 49' 29" West, 48.47 feet (record and survey) to a point intersecting a granite wall; thence running with the outside face of the granite wall the following three (3) courses and distances

25) North 00° 10' 31" East, 10.87 feet (record and survey) to a point; thence

26) North 89° 49' 29" West, 1.18 feet (record and survey) to a point; thence

27) South 00° 10' 31" West, 0.82 feet (record and survey) to a point; thence binding on and running with the edge of the bottom granite step the following two (2) courses and distances

28) North 89° 49' 29" West, 29.54 feet (record and survey) to a point; thence

29) 9.49 feet along the arc of a curve to the left having a radius of 8.92 feet, a delta angle of 60° 58' 13" and a chord bearing and distance of South 58° 41' 25" West, 9.05 feet (record and survey) to a point; thence running with the face of the building column the following two (2) courses and distances

30) North 53° 37' 37" West, 1.73 feet (record and survey) to a point; thence

31) South 36° 22' 23" West, 1.48 feet (record and survey) to a point; thence running with and binding on the edge of a granite border the following five (5) courses and distances

32) North 83° 37' 37" West, 2.18 feet (record and survey) to a point; thence

33) 87.01 feet along the arc of a curve to the right having a radius of 183.60 feet, a delta angle of 27° 21' 16" and a chord bearing and distance of South 50° 16' 14" West, 86.76 feet (record and survey) to a point, crossing the south line of said C Street, N.W., closed per said Subdivision Book 207 at Page 136, the former northerly line of Square 324 as shown in Original Record of Squares Book 2 at Page 324 and a north line of said A&T Lot 806 in Square 324 at a distance 23.77 feet (record and survey) along said arc from the beginning of this course; thence

34) North 42° 36' 13" West, 0.98 feet (record and survey) to a point; thence

35) 6.39 feet along the arc of a curve to the left having a radius of 5.14 feet, a delta angle of 71° 17' 25" and a chord bearing and distance of North 78° 14' 55" West, 5.99 feet (record and survey) to a point; thence

36) 16.87 feet along the arc of a curve to the right having a radius of 204.33 feet, a delta angle of 4° 43' 52" and a chord bearing and distance of South 68° 28' 18" West, 16.87 feet (record and survey) to a point on the said east line of 12th Street, N.W.; thence running with and binding on said east line the following three (3) courses and distances

37) Due North, 41.01 feet (record and survey) to a point on the southwest corner of said C Street, N.W. closed as shown in said Subdivision Book 207 at Page 136; thence running with and binding on the west line of said C Street, N.W. closed

38) Due North, 60.00 feet (record and survey) to a point on the northwest corner of said C Street, N.W. closed and the southwest corner of said Square 323; thence running with and binding on the west line of said Square 323 and the west line of said A&T Lot 800

39) Due North, 306.92 feet (record and survey) to the Point of Beginning.

Containing an area for Part A of 133,249 square feet or 3.05698 acres of land (record and survey), more or less.

NOTE: As of the date of certification, the land herein described (the "Land") is designated among the Records of the Assessor of the District of Columbia, for

assessment and taxation purposes, as Lot 800 and an A&T Lot as yet undesignated for a portion of C Street, NW closed per Subdivision Book 207 at Page 138 in Square 323 and Lot 806 in Square 324. In contemplation of future combinations or reconfiguration of the Land and subsequent assignment of A&T lot numbers, the Land will be known by those subsequently assigned A&T Lots.

LEGAL DESCRIPTION
AIR RIGHT LOTS 7000, 7001 & 7002 - SQUARE 324

Being 3 strips or parcels of land hereinafter described as being surrounded by and adjacent to Assessment and Taxation (A&T) Lot 806 in Square 324 as assigned by the District of Columbia Office of Tax and Revenue on June 12, 2013 and being more particularly described in the meridian of the District of Columbia Surveyor's Office as follows:

Air Right Lot 7000

Beginning at a point on the water table of the westerly face of the Internal Revenue Service (IRS) building located at 1100 Constitution Avenue, N.W., said point lying 231.67 feet Due South and 412.18 feet Due East from the northwest corner of Square 323, said corner also being at the intersection of the east line of 12th Street, N.W. (85 ft. wide) and the south line of D Street, N.W. (70 ft. wide), thence binding on and running with said A&T Lot 806 the following four (4) courses and distances

1) South 89° 49' 29" East, 7.15 feet to a point; thence
2) South 00° 10' 31" West, 12.66 feet to a point; thence
3) North 89° 49' 29" West, 7.15 feet to a point on said water table of the IRS building; thence running with the water table along the face of said IRS building
4) North 00° 10' 31" East, 12.66 feet to the Point of Beginning.

Containing 91 square feet or 0.00209 of an acre of land.

Air Right Lot 7001

Beginning at a point on the water table of the westerly face of the Internal Revenue Service (IRS) building located at 1100 Constitution Avenue, N.W., said point lying 251.50 feet Due South and 412.12 feet Due East from the northwest corner of Square 323, said corner also being at the intersection of the east line of 12th Street, N.W. (85 ft. wide) and the south line of D Street, N.W. (70 ft. wide), thence binding on and running with said A&T Lot 806 the following four (4) courses and distances

1) South 89° 49' 29" East, 7.15 feet to a point; thence
2) South 00° 10' 31" West, 12.65 feet to a point; thence
3) North 89° 49' 29" West, 7.15 feet to a point on said water table of the IRS building; thence running with the water table along the face of said IRS building
4) North 00° 10' 31" East, 12.65 feet to the Point of Beginning.

Containing 90 square feet or 0.00207 of an acre of land.

Air Right Lot 7002

Beginning at a point on the water table of the westerly face of the Internal Revenue Service (IRS) building located at 1100 Constitution Avenue, N.W., said point lying 271.59 feet Due South and 412.06 feet Due East from the northwest corner of Square 323, said corner also being at the intersection of the east line of 12th Street, N.W. (85 ft. wide) and the south line of D Street, N.W. (70 ft. wide), thence binding on and running with said A&T Lot 806 the following four (4) courses and distances

1) South 89° 49' 29" East, 7.15 feet to a point; thence

2) South 00° 10' 31" West, 12.64 feet to a point; thence

3) North 89° 49' 29" West, 7.15 feet to a point on said water table of the IRS building; thence running with the water table along the face of said IRS building

4) North 00° 10' 31" East, 12.64 feet to the Point of Beginning.

Containing 90 square feet or 0.00207 of an acre of land.

Said Lots 7000, 7001 and 7003 having a lower limit of elevation of 11.30 feet and an upper limit of elevation of 35.21 feet in the datum of the District of Columbia Department of Public Works.

NOTE: As of the date of certification, the land herein described (the "Land") is designated among the Records of the Assessor of the District of Columbia, for assessment and taxation purposes, as Lots 7000, 7001 and 7002 in Square 324.

DESCRIPTION OF
PARTS OF
PENNSYLVANIA AVENUE, N.W.
(160 FEET WIDE)
&
D STREET, N.W.
(70 FEET WIDE)*

DISTRICT OF COLUMBIA
MAY 9, 2013

Being two (2) strips or parcels of land hereinafter described as running in, through, over and across Pennsylvania Avenue, N.W. (160 feet wide) and D Street, N.W. (70 feet wide) in the District of Columbia; said land being under the jurisdiction of the National Park Service by virtue of Public Law 104-134, Section 313(d), and being depicted on National Park Service Map 840-82441 and on a drawing entitled "12th Street to 10th Street, Jurisdictional Maintenance Boundaries", sheet number 7 of 26, dated 02-26-1996, by the Pennsylvania Avenue Development Corporation; and being more particularly described in the bearing meridian of the District of Columbia Surveyor's Office as follows:

PART I

Beginning at a point on the southerly line of Pennsylvania Avenue, N.W. (160 feet wide); said point being South 70° 10' 17" East, 20.22 feet from the northeast corner of Square 323; said corner also being the northeast corner of Assessment and Taxation (A&T) Lot 800 in Square 323 as shown on A&T Tracing 323 on file in the Records of the Office of the Surveyor of the District of Columbia; thence running in, through, over and across Pennsylvania Avenue, N.W. the following five (5) courses and distances

1) Due North, 30.02 feet to a point; thence

2) 3.71 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 35° 26' 06" and a chord bearing and distance of North 17° 44' 03" West, 3.65 feet to a point along the southerly back of curb of Pennsylvania Avenue, N.W.; thence running with and binding on said back of curb

3) South 70° 26' 27" East, 41.56 feet to a point; thence

4) 7.80 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 74° 26' 57" and a chord bearing and distance South 37° 13' 28" West, 7.26 feet to a point; thence

5) Due South, 26.48 feet to a point on the southerly line of said Pennsylvania Avenue, N.W. and the northerly line of Lot 806 in Square 324 as shown on

*Subject to the Jurisdiction Transfers under the Ground Lease.

A&T Plat 3592-J on file in the said Records of the Office of the Surveyor; thence running with and binding on said lines

6) North 70° 18' 17" West, 35.75 feet to the Point of Beginning;

Containing an area of 1,148 Square Feet or 0.02636 of an acre of land, more or less.

PART 2

Beginning at a point at the intersection of the easterly line of 12th Street, N.W. (85 feet wide) and the southerly line of D Street, N.W. (70 feet wide); said point being the northwest corner of Square 323; said corner also being the northwest corner of said A&T Lot 800 in Square 323; thence running in, through, over and across D Street, N.W. the following two (2) courses and distances

1) Due North, 70.72 feet to a point; thence

2) South 70° 32' 34" East, 212.29 feet to a point at the northeast corner of Square 323; thence binding on and running with the north line of said Square 323

3) Due West, 200.17 feet to the Point of Beginning;

Containing an area of 7,078 square feet or 0.16249 of an acre of land, more or less.

Parts 1 and 2 containing a total area of 8,226 square feet or 0.18884 of an acre of land, more or less, are shown on the attached sketch and made a part of by this reference.

(b) (6) [redacted] -9-13

Daniel R. Schriever
Licensed Surveyor
District of Columbia No. LS 900569
For A. Morton Thomas and Associates, Inc.

DISTRICT OF COLUMBIA
DANIEL R. SCHRIEVER
LS900569
LICENSED
LAND SURVEYOR

*Subject to the Jurisdiction Transfers under the Ground Lease.

SURPLUS HISTORIC MATERIALS

LIST NO. - 1

Contributing Item Tracking Log

Lend Lease

TRUMP OLD POST OFFICE LLC 1100 PENNSYLVANIA AVENUE, NW WASHINGTON, DC 20004			
Item #	**Item**		**If Item is Surplus Historic Material it should be disposed of as follows.**
1A	**Unbroken Bathroom Stone Tile**	**Yes**	**Stone tile will be boxed and sent to the following location-** Building A 6810 LOISDALE RD SPRINGFIELD, VA 22150
1B	**Broken Bathroom Stone Tile**	**No**	
2	**Chipped Glass Glazing**	**No, it being understood that Tenant may not use such chipped glass glazing in connection with its initial build out of the project but that it will be stored by Tenant and may be used at the project in the future.**	
3	**Mezzanine Flag Holders installed on north side mezzanine windows.**	**Yes** **A total of three (3) flag holders, approximately three (3') feet in length each – Present condition: rusted iron**	**Mezzanine Flag Holders will be boxed and sent to the following location** Building A 6810 LOISDALE RD SPRINGFIELD, VA 22150
4	**Two of Fifteen Vault Doors**	**Yes** **(In addition to the intact vault door to be salvaged for use in the OPO museum, a second vault door is shown in the approved architectural plans as being retained in situ in the southwest corner suite on the 5th floor)**	**One intact vault door will be salvaged and retained inside the OPO and displayed in the museum.**
5	**Thirteen of Fifteen Vault Doors**	**No**	
6	**7th floor railing for stair to storage**	**Yes**	**7th floor railing for stair will be boxed and sent to the following location** Building A 6810 LOISDALE RD SPRINGFIELD, VA 22150
7A	**Historic Tile in 5th floor turret**	**Yes**	**5 pieces of each style of historic tile from the 5th floor turret which are in good condition shall be boxed and sent to the following location** Building A 6810 LOISDALE RD SPRINGFIELD, VA 22150 **The balance of the historic tile can be saved and used by Tenant for future use or discarded per 7B below.**

Trump International Hotel at the OPO

7B	**All Historic Tile in 5th floor turret which is not saved pursuant to item 7A above.**	**No**	
8A	**All unused historic doors and labeled hardware which are not being re-used or saved for attic stock on site**	**Yes** **Fourteen (14) crate boxes containing a sum total of one-hundred six (106) doors.** **13 eight (8) count crates** **1 two (2) count crate**	**All unused historic doors and labeled hardware which are not being re-used or saved for attic stock on site will be boxed and sent to the following location-** Building A 6810 LOISDALE RD SPRINGFIELD, VA 22150

8B	**All unused historic doors and labeled hardware which are not being re-used now but are being saved for attic stock on site**	**No, it being understood that Tenant may not use such unused historic doors and labeled hardware in connection with its initial build out of the project but that such materials will be stored by Tenant and may be used at the project in the future.**	
9	**Original Wood Base in Guest Rooms**	**Yes**	**10 LF of Existing Original Wood Base in Guest Rooms will be boxed and sent to the following location** Building A 6810 LOISDALE RD SPRINGFIELD, VA 22150
10	**Slate Removed from the Roof During Construction that cannot be re-used**	**No**	
11	**Wood Sash Double Hung Windows that cannot be re-used.**	**Yes**	**Retain 1 intact typical Wood Sash Double Hung Window in good condition that cannot be re-used so that it can serve as a template if new double hung sash windows need to be fabricated in future. It will be boxed and sent to the following location-** Building A 6810 LOISDALE RD SPRINGFIELD, VA 22150
12	**Glass from the double hung window sash that is dirty or damaged and discovered during removal and cannot be re-used.**	**No**	

Revised 01.30.2015

Approved by: Kevin M. Terry / signing for Nancy W.

Nancy Witherell
Regional Historic Preservation Officer
Office of Planning & Design Quality
Public Buildings Service
U.S. General Services Administration

Kevin M. Terry _____

Kevin Terry
Senior Realty Contracting Officer
Office of Lease Acquisitions
Public Buildings Service
U.S. General Services Administration

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

Trump Old Post Office LLC

725 Fifth Avenue, 25th Floor
New York, NY 10022

July 2, 2015

VIA FEDEX

United States General Services Administration
Portfolio Management - Suite 7600
7th & D Streets, S.W.
Washington, D.C. 20407
Attention: Kevin Terry

Re: Guaranty (the "Guaranty"), dated as of August 5, 2013, made by Donald J. Trump ("Guarantor") in favor of the United States of America, acting by and through the Administrator of General Services ("Landlord")[1]

Ladies and Gentlemen:

In accordance with Section 7(a) of the Guaranty, please be advised that as of May 31, 2015 approximately (b) (4) [redacted] dollars ($(b) (4) [redacted]) has actually been paid from Tenant (from Equity Contributions to Tenant) or Guarantor toward the Project Costs (and not funded by the Construction Loan or other Debt), which such amount includes (b) (4) [redacted] dollars ($(b) (4) [redacted]) of hard costs. Please countersign where indicated below to acknowledge and agree that the Guaranty and the obligations of Guarantor thereunder are irrevocably terminated and of no further force and effect from and after the date hereof.

Very truly yours,

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company

By: [redacted]
Name: Donald J. Trump
Title: President

Acknowledged and Agreed:

UNITED STATES OF AMERICA,
acting by and through the Administrator of General Services

(b) (6) [redacted]

By:
Name:
Title: Kevin M. Terry
Contracting Officer

Cc: United States General Services Administration

[1] Capitalized terms used but not defined herein have the respective meaning given to them in the Guaranty

Office of Regional Counsel, Suite 7048
7th & D Streets, S.W.
Washington, D.D. 20407
Attn: Regional Counsel

Reno & Cavanaugh PLLC
455 Massachusetts Avenue, NW, Suite 400
Washington, DC 20001
Attn: (b) (6) [redacted]

Government of the District of Columbia
Office of Tax and Revenue
Recorder of Deeds
1101 4th Street, SW
Washington, DC 20024
Phone (202)727-5374

Clear all fields

Real Property Recordation and Transfer Tax Form FP 7/C

PART A - Type of Instrument

☐ Deed ☐ Tax Deed ☐ Deed of Trust ☐ Trustee Deed
☐ Easement ☐ Modification ☑ Lease ☐ Other

PART B - Property Description/Data/Property Being Conveyed

Square	Suffix	Lot	Square	Suffix	Lot
323		800			

If more than one lot, list Square/Suffix/Lots below or attach addendum:

Square and/or Parcel See Addendum B1 and Addendum B2. **Lot(s)**

Property Address 1100 (Street Number) Pennsylvania Avenue (Street Name) NW (Quadrant) **Unit No.**

Property Use ☐ Residential ☑ Commercial ☐ Condominum ☐ Apartment

In addition to the use above, is this property being rented? ☐ Yes ☐ No

Interest Transferred ☐ Fee ☑ Leasehold ☐ Leasehold Improvement ☐ Easement ☐ Other

Interest Conveyed % Does this transfer include Condo Parking? ☐ Yes ☑ No

If YES, what is the parking account? Square Suffix Lot

Sale Type ☐ Single/Parcel Improved - Arms Length
☐ Single/Parcel Vacant - Arms Length
☐ Multiple Parcels ☐ Arms Length ☐ Not Arms Length

Date of Deed **Consideration $** (Part J, Line #1)

Was personal property included in this transfer? ☐ Yes ☐ No

If YES, what type? Estimated Value $

PART C - Instrument Submitted by or Contact Person

Name Michael D. Goodwin, Esq. Firm Arnold & Porter LLP

Address 555 Twelfth Street, NW

City Washington State DC Zip 20004

PART D - Return Instrument To

Name Accounting Department Firm Trump Old Post Office LLC

Address 725 Fifth Avenue, 26th Floor Phone (212) 832-2000

City New York State NY Zip 10022

PART E - Exemption Application

Recordation Tax ☐ Yes ☑ No
Reason for Recordation Tax Exemption #

Transfer Tax ☑ Yes ☐ No
Reason for Transfer Tax Exemption # 2

Government of the District of Columbia
Office of Tax and Revenue
Recorder of Deeds
1101 4th Street, SW
Washington, DC 20024
Phone (202)727-5374

Square	Suffix	Lot
323		800

PART F - Grantee Notification

1. **Homestead/Senior Deduction:** Is the property being transfered described in Part B, going to be used as an owner occupied residential property by the new owner? ☐ Yes ☑ No

   If this is a refinance is the owner presently enrolled in the Homestead exemption Program? ☐ Yes ☑ No

2. **Mixed Use Tax Class:** Will this property be mixed use property? ☐ Yes ☑ No
3. **Low Income Tax Abatement:** Low income home owners may qualify for a 5-year tax abatement. If you are a low income homeowner you must complete and attach a Low Income Tax Abatement Application. If qualified, the tax abatement will begin for the first tax year following the transfer.

PART G - Grantor(s) Information

Grantor: See attached Addendum G. Grantor:
Grantor: Grantor:
Address: Phone:
City: State: Zip:

Grantor Tenancy ☐ Tenants in Common ☐ Joint Tenants ☐ Trustee ☐ Tenants by Entireties ☑ Sole

Grantor Social Security # or Fed. ID #:

PART H - Grantee(s) Information

Grantee: See attached Addendum H. Grantee:
Grantee: Grantee:
Address: Phone:
City: State: Zip:

Grantee Tenancy ☐ Tenants in Common ☐ Joint Tenants ☐ Trustee ☐ Tenants by Entireties ☑ Sole

Interest Acquired: % Grantee Social Security # or Fed. ID #:

PART I - Mailing Address for Grantee (If different from Part H)

Last Name: First Name: Middle Name:
Unit #: Address:
City: State: Zip:
Phone:

PART J - Consideration and Financing (complete all items; Insert zero if no amount)

See attached Addendum J.

Cash $
First Mortgage $
Second $
Assumed $
Other $
1. Construction Loan $

2. Total Consideration $ 28,530,260.00
3. If no consideration, use Assessed Value *(see Assessment Roll)* $

Government of the District of Columbia
Office of Tax and Revenue
Recorder of Deeds
1101 4th Street, SW
Washington, DC 20024
Phone (202)727-5374

323		800
Square	Suffix	Lot

PART K: Computation of Tax

If the residential deed transfer is for a total consideration of less than $400,000 use Lines 1, 2 and 3. All other deed transfers, security instruments and commercial transactions use Lines 4, 5 and 6.

1. Recordation Tax	1.1% of Line 2 or Line 3, Part J	$
2. Transfer Tax	1.1% of Line 2 or Line 3, Part J	$
3. Recordation Tax	1.1% of Line 1, Part J (Construction Loan)	$
4. Recordation Tax	1.45% of Line 2 or Line 3, Part J	$ 413,689
5. Transfer Tax	1.45% of Line 2 or Line 3, Part J	$
6. Recordation Tax	1.45% of Line 1, Part J (Construction Loan)	$
7. Total of Lines 1, 2 and 3 or Lines 4, 5 and 6		$ 413,689

PART L: Affidavit (Part A to L)

I/We hereby swear or affirm under penalty of perjury that this return, including any accompanying schedules/documents/and statements, has been examined by me/us and to the best of my/our knowledge and belief, the statements and representations are correct and true. I/We hereby acknowledge that any false statement or misrepresentations I/We made on this return is punishable by criminal penalties under the laws of the District of Columbia. Notwithstanding the foregoing, Grantor does not express any opinion with respect to the valuation on Addendum J, caused to be prepared by Grantee.

Grantor(s)

See attached Addendum L1.
Typed Name

Signature

Date

Subscribed to and sworn to before me by Grantor(s) this _____ day of _____, 201__.

Notary Public

My Commission Expires: _____
mm/dd/yyyy

Grantee(s)

See attached Addendum L2.
Typed Name

Signature

Date

Subscribed to and sworn to before me by Grantee(s) this _____ day of _____, 201__.

Notary Public

My Commission Expires: _____
mm/dd/yyyy

This information is subject to audit within three years of filing.
Please keep all supporting documentation.

Addendum B1

Additional Lots: Square 324, Preliminary Lot 7000, Square 324, Preliminary Lot 7001 and Square 324, Preliminary Lot 7002

(Addendum B2 at end of Addenda)

LEGAL DESCRIPTION – PART A
A&T LOT 800 - SQUARE 323
PART OF A&T LOT 806 - SQUARE 324
PART OF C STREET, N.W. CLOSED

Being all of Assessment and Taxation (A&T) Lot 800 in Square 323 as shown on A & T Tracing 323, and part of C Street, N.W. closed as shown on a Plat of Subdivision recorded July 2, 2013 and revised July 19, 2013 in Subdivision Book 207 at Page 138, both on file in the Office of the Surveyor of the District of Columbia and part of A&T Lot 806 in Square 324 as assigned by the District of Columbia Office of Tax and Revenue on June 12, 2013; all being more particularly described as follows in the meridian of the District of Columbia Surveyor's Office:

Beginning at a point at the northwest corner of Square 323 as shown in Original Record of Squares Book 2 at Page 323 recorded in the said Records of the Office of the Surveyor, said point also being at the intersection of the easterly line of 12th Street, N.W. (85 feet wide) and the southerly line of D Street, N.W. (70 feet wide), said point also being the northwest corner of said A&T Lot 800; thence binding on and running with said southerly line of D Street, N.W., the northerly line of Square 323 and the northerly line of A&T Lot 800

1) Due East, 200.17 feet (record and survey) to a point at the northeast corner of Square 323, said point also being the northwest corner of said A&T Lot 806 in Square 324; thence leaving Square 323 and binding on and running with the southerly line of Pennsylvania Avenue, N.W. (160 feet wide), the northerly line of 11th Street, N.W. closed as shown on a Plat of Subdivision recorded in Subdivision Book 99 at Page 130 among the said Records of the Office of the Surveyor and the northerly line of said A&T Lot 806

2) South 70° 16' 17" East, 103.56 feet (record and survey) to a point; thence running at a right angle to Pennsylvania Avenue, N.W. and being collinear with the northwesterly line of a granite wall enclosing an areaway of the adjacent Internal Revenue Service (IRS) building located at 1100 Constitution Avenue, N.W. and also running in, through, over and across said 11th Street, N.W. closed the following fifteen (15) courses and distances

3) South 19° 43' 43" West, 14.82 feet (record and survey) to a point; thence running parallel to and approximately 0.17 feet off of the water table of said IRS building the following six (6) courses and distances

4) North 70° 58' 55" West, 3.66 feet (record and survey) to a point; thence

5) South 19° 01' 05" West, 10.11 feet (record and survey) to a point; thence

6) North 89° 56' 18" West, 18.61 feet (record and survey) to a point; thence

7) South 00° 03' 42" West, 20.17 feet (record and survey) to a point; thence

8) North 89° 56' 18" West, 1.53 feet (record and survey) to a point; thence

9) South 00° 03' 42" West, 15.94 feet (record and survey) to a point; thence running with the base of a granite wall at a western entrance to said IRS building

10) North 89° 56' 18" West, 5.40 feet (record and survey) to a point; thence running through granite walls and parallel to said IRS building

11) South 00° 03' 42" West, 20.46 feet (record and survey) to a point; thence running with the base of a granite wall at a western entrance to said IRS building

12) South 89° 56' 18" East, 5.40 feet (record and survey) to a point; thence running parallel to and approximately 0.17 feet off of the water table of said IRS building the following six (6) courses and distances

13) South 00° 03' 42" West, 15.83 feet (record and survey) to a point; thence

14) South 89° 56' 18" East, 1.53 feet (record and survey) to a point; thence

15) South 00° 03' 42" West, 20.10 feet (record and survey) to a point; thence

16) South 89° 56' 18" East, 1.87 feet (record and survey) to a point; thence

17) South 00° 03' 42" West, 5.20 feet (record and survey) to a point; thence

18) South 84° 35' 30" East, 143.96 feet (record and survey) to a point, crossing the east line of said 11th Street, N.W. closed and the west line of former Square 349 as shown in Original Record of Squares Book 2 at Page 349 recorded in the said Records of the Office of the Surveyor at a distance of 42.73 feet (record and survey) from the beginning of this course; thence binding on and running with on the water table of said IRS building

19) South 00° 10' 31" West, 208.35 feet (record and survey) to a point, crossing the south line of said former Square 349 and the north line of C Street, N.W. closed per said Plat of Subdivision recorded in Subdivision Book 99 at Page 130 at a distance of 69.94 feet (record and survey) from the end of this

course; thence running parallel to and approximately 0.5 feet north of the north face of said IRS building

20) North 89° 49' 29" West, 155.24 feet (record and survey) to a point intersecting the granite wall surrounding the areaway for the IRS building; thence running with the outside face of the granite wall the following three (3) courses and distances

21) North 00° 10' 31" East, 6.00 feet (record and survey) to a point; thence

22) North 89° 49' 29" West, 76.57 feet (record and survey) to a point, crossing the west line of said A&T Lot 806 in Square 324, the west line of said C Street, N.W. closed per said Subdivision Book 99 at Page 130 and the east line of C Street, N.W. closed as shown on a Plat of Subdivision recorded in Subdivision Book 207 at Page 138 at a distance 20.22 feet (record and survey) from the end of this course; thence

23) South 00° 10' 31" West, 6.00 feet (record and survey) to a point; thence running parallel to and approximately 0.5 feet north of the north face of said IRS building

24) North 89° 49' 29" West, 48.47 feet (record and survey) to a point intersecting a granite wall; thence running with the outside face of the granite wall the following three (3) courses and distances

25) North 00° 10' 31" East, 10.87 feet (record and survey) to a point; thence

26) North 89° 49' 29" West, 1.18 feet (record and survey) to a point; thence

27) South 00° 10' 31" West, 0.32 feet (record and survey) to a point; thence binding on and running with the edge of the bottom granite step the following two (2) courses and distances

28) North 89° 49' 29" West, 29.54 feet (record and survey) to a point; thence

29) 9.49 feet along the arc of a curve to the left having a radius of 8.92 feet, a delta angle of 60° 58' 13" and a chord bearing and distance of South 59° 41' 25" West, 9.05 feet (record and survey) to a point; thence running with the face of the building column the following two (2) courses and distances

30) North 53° 37' 37" West, 1.73 feet (record and survey) to a point; thence

31) South 36° 22' 23" West, 1.48 feet (record and survey) to a point; thence running with and binding on the edge of a granite border the following five (5) courses and distances

32) North 53° 37' 37" West, 2.18 feet (record and survey) to a point; thence

33) 87.61 feet along the arc of a curve to the right having a radius of 183.50 feet, a delta angle of 27° 21' 15" and a chord bearing and distance of South 50° 15' 14" West, 86.78 feet (record and survey) to a point, crossing the south line of said C Street, N.W. closed per said Subdivision Book 207 at Page 138, the former northerly line of Square 324 as shown in Original Record of Squares Book 2 at Page 324 and a north line of said A&T Lot 806 in Square 324 at a distance 23.77 feet (record and survey) along said arc from the beginning of this course; thence

34) North 42° 36' 13" West, 0.98 feet (record and survey) to a point; thence

35) 6.39 feet along the arc of a curve to the left having a radius of 5.14 feet, a delta angle of 71° 17' 25" and a chord bearing and distance of North 78° 14' 55" West, 5.99 feet (record and survey) to a point; thence

36) 16.87 feet along the arc of a curve to the right having a radius of 204.33 feet, a delta angle of 4° 43' 52" and a chord bearing and distance of South 68° 28' 18" West, 16.87 feet (record and survey) to a point on the said east line of 12th Street, N.W.; thence running with and binding on said east line the following three (3) courses and distances

37) Due North, 41.61 feet (record and survey) to a point on the southwest corner of said C Street, N.W. closed as shown in said Subdivision Book 207 at Page 138; thence running with and binding on the west line of said C Street, N.W. closed

38) Due North, 80.00 feet (record and survey) to a point on the northwest corner of said C Street, N.W. closed and the southwest corner of said Square 323; thence running with and binding on the west line of said Square 323 and the west line of said A&T Lot 800

39) Due North, 306.92 feet (record and survey) to the Point of Beginning.

Containing an area for Part A of 133,249 square feet or 3.05898 acres of land (record and survey), more or less.

NOTE: As of the date of certification, the land herein described (the "Land") is designated among the Records of the Assessor of the District of Columbia, for

assessment and taxation purposes, as Lot 800 and an A&T Lot as yet undesignated for a portion of C Street, NW closed per Subdivision Book 207 at Page 138 in Square 323 and Lot 806 in Square 324. In contemplation of future combinations or reconfiguration of the Land and subsequent assignment of A&T lot numbers, the Land will be known by those subsequently assigned A&T Lots.

LEGAL DESCRIPTION
AIR RIGHT LOTS 7000, 7001 & 7002 - SQUARE 324

Being 3 strips or parcels of land hereinafter described as being surrounded by and adjacent to Assessment and Taxation (A&T) Lot 806 in Square 324 as assigned by the District of Columbia Office of Tax and Revenue on June 12, 2013 and being more particularly described in the meridian of the District of Columbia Surveyor's Office as follows:

Air Right Lot 7000

Beginning at a point on the water table of the westerly face of the Internal Revenue Service (IRS) building located at 1100 Constitution Avenue, N.W., said point lying 231.57 feet Due South and 412.18 feet Due East from the northwest corner of Square 323, said corner also being at the intersection of the east line of 12th Street, N.W. (85 ft. wide) and the south line of D Street, N.W. (70 ft. wide), thence binding on and running with said A&T Lot 806 the following four (4) courses and distances

1) South 89° 49' 29" East, 7.15 feet to a point; thence

2) South 00° 10' 31" West, 12.66 feet to a point; thence

3) North 89° 49' 29" West, 7.15 feet to a point on said water table of the IRS building; thence running with the water table along the face of said IRS building

4) North 00° 10' 31" East, 12.66 feet to the Point of Beginning:

Containing 91 square feet or 0.00209 of an acre of land.

Air Right Lot 7001

Beginning at a point on the water table of the westerly face of the Internal Revenue Service (IRS) building located at 1100 Constitution Avenue, N.W., said point lying 251.58 feet Due South and 412.12 feet Due East from the northwest corner of Square 323, said corner also being at the intersection of the east line of 12th Street, N.W. (85 ft. wide) and the south line of D Street, N.W. (70 ft. wide), thence binding on and running with said A&T Lot 806 the following four (4) courses and distances

1) South 89° 49' 29" East, 7.15 feet to a point; thence

2) South 00° 10' 31" West, 12.65 feet to a point; thence

3) North 89° 49' 29" West, 7.15 feet to a point on said water table of the IRS building; thence running with the water table along the face of said IRS building

4) North 00° 10' 31" East, 12.65 feet to the Point of Beginning:

Containing 90 square feet or 0.00207 of an acre of land.

Air Right Lot 7002

Beginning at a point on the water table of the westerly face of the Internal Revenue Service (IRS) building located at 1100 Constitution Avenue, N.W., said point lying 271.59 feet Due South and 412.06 feet Due East from the northwest corner of Square 323, said corner also being at the intersection of the east line of 12th Street, N.W. (85 ft. wide) and the south line of D Street, N.W. (70 ft. wide), thence binding on and running with said A&T Lot 806 the following four (4) courses and distances

1) South 89° 49' 29" East, 7.15 feet to a point; thence

2) South 00° 10' 31" West, 12.64 feet to a point; thence

3) North 89° 49' 29" West, 7.15 feet to a point on said water table of the IRS building; thence running with the water table along the face of said IRS building

4) North 00° 10' 31" East, 12.64 feet to the Point of Beginning:

Containing 90 square feet or 0.00207 of an acre of land.

Said Lots 7000, 7001 and 7003 having a lower limit of elevation of 11.30 feet and an upper limit of elevation of 35.21 feet in the datum of the District of Columbia Department of Public Works.

NOTE: As of the date of certification, the land herein described (the "Land") is designated among the Records of the Assessor of the District of Columbia, for assessment and taxation purposes, as Lots 7000, 7001 and 7002 in Square 324.

DESCRIPTION OF
PARTS OF
PENNSLYVANIA AVENUE, N.W.
(160 FEET WIDE)
&
D STREET, N.W.
(70 FEET WIDE)*

DISTRICT OF COLUMBIA
MAY 9, 2013

Being two (2) strips or parcels of land hereinafter described as running in, through, over and across Pennsylvania Avenue, N.W. (160 feet wide) and D Street, N.W. (70 feet wide) in the District of Columbia; said land being under the jurisdiction of the National Park Service by virtue of Public Law 104-134, Section 313(d), and being depicted on National Park Service Map 840-82441 and on a drawing entitled "12th Street to 10th Street, Jurisdictional Maintenance Boundaries", sheet number 7 of 25, dated 02-26-1996, by the Pennsylvania Avenue Development Corporation; and being more particularly described in the bearing meridian of the District of Columbia Surveyor's Office as follows:

PART I

Beginning at a point on the southerly line of Pennsylvania Avenue, N.W. (160 feet wide); said point being South 70° 16' 17" East, 20.22 feet from the northeast corner of Square 323; said corner also being the northeast corner of Assessment and Taxation (A&T) Lot 800 in Square 323 as shown on A&T Tracing 323 on file in the Records of the Office of the Surveyor of the District of Columbia; thence running in, through, over and across Pennsylvania Avenue, N.W. the following five (5) courses and distances

1) Due North, 30.62 feet to a point; thence

2) 3.71 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 35° 28' 06" and a chord bearing and distance of North 17° 44' 03" West, 3.66 feet to a point along the southerly back of curb of Pennsylvania Avenue, N.W.; thence running with and binding on said back of curb

3) South 70° 28' 27" East, 41.56 feet to a point; thence

4) 7.80 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 74° 26' 57" and a chord bearing and distance South 37° 13' 28" West, 7.26 feet to a point; thence

5) Due South, 26.48 feet to a point on the southerly line of said Pennsylvania Avenue, N.W. and the northerly line of Lot 805 in Square 324 as shown on

*Subject to the Jurisdiction Transfers under the Ground Lease.

A&T Plat 3532-J on file in the said Records of the Office of the Surveyor; thence running with and binding on said lines

6) North 70° 16' 17" West, 35.76 feet to the Point of Beginning;

Containing an area of 1,148 Square Feet or 0.02635 of an acre of land, more or less.

PART 2

Beginning at a point at the intersection of the easterly line of 12th Street, N.W. (86 feet wide) and the southerly line of D Street, N.W. (70 feet wide); said point being the northwest corner of Square 323; said corner also being the northwest corner of said A&T Lot 800 in Square 323; thence running in, through, over and across D Street, N.W. the following two (2) courses and distances

1) Due North, 70.72 feet to a point; thence

2) South 70° 32' 34" East, 212.29 feet to a point at the northeast corner of Square 323; thence binding on and running with the north line of said Square 323

3) Due West, 200.17 feet to the Point of Beginning;

Containing an area of 7,078 square feet or 0.16249 of an acre of land, more or less.

Parts 1 and 2 containing a total area of 8,226 square feet or 0.18884 of an acre of land, more or less, are shown on the attached sketch and made a part of by this reference.

(b) (6) [redacted] 9-13

Daniel R. Schriever
Licensed Surveyor
District of Columbia No. LS 900569
For A. Morton Thomas and Associates, Inc.

DISTRICT OF COLUMBIA
DANIEL R. SCHRIEVER
LS900569
LICENSED
LAND SURVEYOR

*Subject to the Jurisdiction Transfers under the Ground Lease.

Addendum J

Ryan
Innovative Solutions to Taxing Problems.

Colonial Place 1
2111 Wilson Boulevard
Suite 300
Arlington, VA 22201
Tel. 703.746.0022
Fax 703.746.0250

www.ryan.com

August 2, 2013

Trump Old Post Office LLC
725 Fifth Avenue, 25th Floor
New York, New York 10022
Attention: (b) (6) [redacted]

Re: Ground Lease by and between The United States of America, acting by and through the Administrator of General Services, and Trump Old Post Office LLC relating to the Old Post Office, the Annex/Pavilion Parcel, portions of C Street, Portions of Pennsylvania Avenue, and Adjacent Areas

Dear (b) (6) [redacted]

We have completed our determination of the fair market value of the real property covered by the interest transferred (the "Fair Market Value"). We have significant experience working with the government officials in the District of Columbia who are charged with the administration and implementation of the recording tax provisions. Our determination of the Fair Market Value is well founded and consistent with the practice and custom applied by both the District's Office of Tax and Revenue ("OTR") and the (b) (4) [redacted]

Sincerely,

(b) (6) [redacted]

Michael Allen

Attachment I: Addendum J Fair Market Value of Interest Transferred (Consideration)

Addendum J

Fair Market Value of Interest Transferred (Consideration)

(b) (4)

[redacted]

Addendum L1

GRANTOR

UNITED STATES OF AMERICA, acting by and through the Administrator of General Services

(b) (6) [redacted]

By: _____

Name: Kevin M. Terry
Title: Contracting Officer
U.S. General Services Administration

Subscribed to and sworn before me by Grantor(s) this 13 day of AUGUST, 2013

(b) (6) [redacted]

Notary Public

KATHLEEN E. RYAN
Notary Public, District of Columbia
My Comm. Expires March 14, 2014

My Commission Expires: _____

Addendum L2

GRANTEE

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company

(b) (6) [redacted]

Executive Vice President

Subscribed to and sworn before me by Grantee(s) this
9th day of August, 2013

(b) (6) [redacted]

Notary Public

My Commission Expires: 10/13/2013

ALEXANDRA GELLMAN
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY LIC. #02G[illegible]
COMM. EXP. 10-13-13

Government of the
District of Columbia
Office of Tax
and Revenue
Recorder of Deeds
515 D Street, NW
Washington, DC 20001
Phone (202)727-5374

Real Property Recordation and Transfer Tax Form FP 7/C

PART A - Type of Instrument

☐ Deed ☐ Tax Deed ☐ Deed of Trust ☐ Trustee Deed
☐ Easement ☐ Modification ☐ Lease ☑ Other Confirmation

PART B - Property Description/Data/Property Being Conveyed

Square	Suffix	Lot	Square	Suffix	Lot
323		802			

If more than one lot, list Square/Suffix/Lots below or attach addendum:

Square and/or Parcel See Addendum B1 and Addendum B2 **Lot(s)**

Property Address 1100 (Street Number) Pennsylvania Avenue (Street Name) NW (Quadrant) **Unit No.**

Property Use ☐ Residential ☑ Commercial ☐ Condominium ☐ Apartment

In addition to the use above, is this property being rented? ☐ Yes ☐ No

Interest Transferred ☐ Fee ☐ Leasehold ☐ Leasehold Improvement ☐ Easement ☑ Other None

Interest Conveyed ___% Does this transfer include Condo Parking? ☐ Yes ☐ No

If YES, what is the parking account? Square ___ Suffix ___ Lot ___

Sale Type ☐ Single/Parcel Improved - Arms Length
☐ Single/Parcel Vacant - Arms Length
☐ Multiple Parcels ☐ Arms Length, ☐ Not Arms Length

Date of Deed ___ **Consideration $** ___ (Part J, Line #1)

Was personal property included in this transfer? ☐ Yes ☐ No

If YES, what type? ___ Estimated Value $ ___

PART C - Instrument Submitted by or Contact Person

Name ___ Firm ___

Address ___

City ___ State ___ Zip ___

PART D - Return Instrument To

Name Accounting Department Firm Trump Old Post Office LLC

Address 725 Fifth Avenue Phone (212) 832-2000

City New York State NY Zip 10022

PART E - Exemption Application

Recordation Tax ☐ Yes ☑ No
Reason for Recordation Tax Exemption # ___

Transfer Tax ☑ Yes ☐ No
Reason for Transfer Tax Exemption # 2

Government of the District of Columbia
Office of Tax and Revenue
Recorder of Deeds
515 D Street, NW
Washington, DC 20001
Phone (202)727-5374

323		602
Square	Suffix	Lot

PART F - Grantee Notification

1. **Homestead/Senior Deduction:** Is the property being transfered described in Part B, going to be used as an owner occupied residential property by the new owner? ☐ Yes ☑ No

   If this is a refinance is the owner presently enrolled in the Homestead exemption Program? ☐ Yes ☑ No

2. **Mixed Use Tax Class:** Will this property be mixed use property? ☐ Yes ☑ No

3. **Low Income Tax Abatement:** Low income home owners may qualify for a 5-year tax abatement. If you are a low income homeowner you must complete and attach a Low Income Tax Abatement Application. If qualified, the tax abatement will begin for the first tax year following the transfer.

PART G - Grantor(s) Information

Grantor: See attached Addendum G. Grantor:
Grantor: Grantor:
Address: Phone:
City: State: Zip:

Grantor Tenancy ☐ Tenants in Common ☐ Joint Tenants ☐ Trustee ☐ Tenants by Entireties ☑ Sole

Grantor Social Security # or Fed. ID #:

PART H - Grantee(s) Information

Grantee: See attached Addendum H. Grantee:
Grantee: Grantee:
Address: Phone:
City: State: Zip:

Grantee Tenancy ☐ Tenants in Common ☐ Joint Tenants ☐ Trustee ☐ Tenants by Entireties ☑ Sole

Interest Acquired: % Grantee Social Security # or Fed. ID #:

PART I - Mailing Address for Grantee (If different from Part H)

Last Name: First Name: Middle Name:
Unit #: Address:
City: State: Zip:
Phone:

PART J - Consideration and Financing (complete all items; insert zero if no amount)

Cash $
First Mortgage $
Second $
Assumed $

See attached Addendum J

Other $ 0

1. Construction Loan $

2. Total Consideration $
3. If no consideration, use Assessed Value *(see Assessment Roll)* $

Government of the District of Columbia
Office of Tax and Revenue
Recorder of Deeds
515 D Street, NW
Washington, DC 20001
Phone (202)727-5374

323		802
Square	Suffix	Lot

PART K - Computation of Tax

1. Recordation of Tax	1.1% of Line 2 or Line 3, Part J	$
1. Transfer Tax	1.1% of Line 2 or Line 3, Part J	$
1. Recordation Tax	1.1% of Line 1 (Construction Loan)	$
2. Recordation of Tax	1.5% of Line 2 or Line 3, Part J	$ 0
2. Transfer Tax	1.5% of Line 2 or Line 3, Part J	$
2. Recordation Tax	1.5% of Line 1 (Commercial Construction Loan)	$
3. Total of Lines 1 or 2		$ 0

PART L - Affidavit (Part A to L)

I/We hereby swear or affirm under penalty of perjury that this return, including any accompanying schedules/documents/and statements, has been examined by me/us and to the best of my/our knowledge and belief, the statements and representations are correct and true. I/We hereby acknowledge that any false statement or misrepresentations I/We made on this return is punishable by criminal penalties under the laws of the District of Columbia.

Grantor(s)

See attached Addendum L1.
Typed Name

Signature

Date

Subscribed to and sworn to before me by Grantor(s) this _____ day of _____, 200__.

Notary Public

My Commission Expires: _____
mm/dd/yyyy

Grantee(s)

See attached Addendum L2.
Typed Name

Signature

Date

Subscribed to and sworn to before me by Grantee(s) this _____ day of _____, 200__.

Notary Public

My Commission Expires: _____
mm/dd/yyyy

This information is subject to audit within three years of filing.
Please keep all supporting documentation.

Addendum B1

Additional Lots: Square 324, Lot 808, Square 324, Lot 809, Square 324, Preliminary Lot 7000, Square 324, Lot 7001 and Square 324, Lot 7002

LEGAL DESCRIPTION - PART A
A&T LOT 802 - SQUARE 323
A&T LOTS 808 & 809 - SQUARE 324

BEING ALL OF ASSESSMENT AND TAXATION (A&T) LOT 802 IN SQUARE 323 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 5, 2013, SAID LOT 802 HAVING BEEN CREATED BY COMBINING FORMER A&T LOT 800 AS SHOWN ON A & T TRACING 323 AND PART OF C STREET, N.W. CLOSED AS SHOWN ON A PLAT OF SUBDIVISION RECORDED JULY 2, 2013 AND REVISED JULY 19, 2013 IN SUBDIVISION BOOK 207 AT PAGE 138, BOTH ON FILE IN THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA AND A&T LOTS 808 AND 809 IN SQUARE 324 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 5, 2013; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS IN THE MERIDIAN OF THE DISTRICT OF COLUMBIA SURVEYOR'S OFFICE:

BEGINNING AT A POINT AT THE NORTHWEST CORNER OF SQUARE 323 AS SHOWN IN ORIGINAL RECORD OF SQUARES BOOK 2 AT PAGE 323 RECORDED IN THE SAID RECORDS OF THE OFFICE OF THE SURVEYOR, SAID POINT ALSO BEING AT THE INTERSECTION OF THE EASTERLY LINE OF 12TH STREET, N.W. (65 FEET WIDE) AND THE SOUTHERLY LINE OF D STREET, N.W. (70 FEET WIDE), SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID A&T LOT 802; THENCE BINDING ON AND RUNNING WITH SAID SOUTHERLY LINE OF D STREET, N.W., THE NORTHERLY LINE OF SQUARE 323 AND THE NORTHERLY LINE OF A&T LOT 802

1) DUE EAST, 200.37 FEET (RECORD AND SURVEY) TO A POINT AT THE NORTHEAST CORNER OF SQUARE 323, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID A&T LOT 808 IN SQUARE 324; THENCE LEAVING SQUARE 323 AND BINDING ON AND RUNNING WITH THE SOUTHERLY LINE OF PENNSYLVANIA AVENUE, N.W. (160 FEET WIDE), THE NORTHERLY LINE OF 11TH STREET, N.W. CLOSED AS SHOWN ON A PLAT OF SUBDIVISION RECORDED IN SUBDIVISION BOOK 99 AT PAGE 130 AMONG THE SAID RECORDS OF THE OFFICE OF THE SURVEYOR AND THE NORTHERLY LINE OF SAID A&T LOT 808

2) SOUTH 70° 16' 17" EAST, 103.58 FEET (RECORD AND SURVEY) TO A POINT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A&T LOT 811 IN SQUARE 324 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 5, 2013; THENCE RUNNING AT A RIGHT ANGLE TO PENNSYLVANIA AVENUE, N.W. AND BEING COLLINEAR WITH THE NORTHWESTERLY LINE OF A GRANITE WALL ENCLOSING AN AREAWAY OF THE ADJACENT INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W. AND ALSO RUNNING IN, THROUGH, OVER AND ACROSS SAID 11TH STREET, N.W. CLOSED THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES AND ALSO BINDING ON AND RUNNING WITH COMMON LINES BETWEEN SAID A&T LOTS 808 AND 811 THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES

3) SOUTH 19° 43' 43" WEST, 14.82 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.17 FEET OFF OF THE WATER TABLE OF SAID IRS BUILDING THE FOLLOWING SIX (6) COURSES AND DISTANCES

4) NORTH 70° 58' 55" WEST, 3.66 FEET (RECORD AND SURVEY) TO A POINT; THENCE

5) SOUTH 19° 01' 05" WEST, 10.11 FEET (RECORD AND SURVEY) TO A POINT; THENCE

6) NORTH 89° 58' 18" WEST, 19.61 FEET (RECORD AND SURVEY) TO A POINT; THENCE

7) SOUTH 00° 03' 42" WEST, 20.17 FEET (RECORD AND SURVEY) TO A POINT; THENCE

8) NORTH 89° 56' 18" WEST, 1.53 FEET (RECORD AND SURVEY) TO A POINT; THENCE

9) SOUTH 00° 03' 42" WEST, 16.94 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH THE BASE OF A GRANITE WALL AT A WESTERN ENTRANCE TO SAID IRS BUILDING

10) NORTH 89° 56' 18" WEST, 5.40 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING THROUGH GRANITE WALLS AND PARALLEL TO SAID IRS BUILDING

11) SOUTH 00° 03' 42" WEST, 20.46 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH THE BASE OF A GRANITE WALL AT A WESTERN ENTRANCE TO SAID IRS BUILDING

12) SOUTH 89° 56' 18" EAST, 5.40 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.17 FEET OFF OF THE WATER TABLE OF SAID IRS BUILDING THE FOLLOWING SIX (6) COURSES AND DISTANCES

13) SOUTH 00° 03' 42" WEST, 15.83 FEET (RECORD AND SURVEY) TO A POINT; THENCE

14) SOUTH 89° 56' 18" EAST, 1.53 FEET (RECORD AND SURVEY) TO A POINT; THENCE

15) SOUTH 00° 03' 42" WEST, 20.10 FEET (RECORD AND SURVEY) TO A POINT; THENCE

16) SOUTH 89° 56' 18" EAST, 1.87 FEET (RECORD AND SURVEY) TO A POINT; THENCE

17) SOUTH 00° 03' 42" WEST, 5.20 FEET (RECORD AND SURVEY) TO A POINT; THENCE

18) SOUTH 84° 35' 30" EAST, 143.90 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE EAST LINE OF SAID 11TH STREET, N.W. CLOSED AND THE WEST LINE OF FORMER SQUARE 349 AS SHOWN IN ORIGINAL RECORD OF SQUARES BOOK 2 AT PAGE 349 RECORDED IN THE SAID RECORDS OF THE OFFICE OF THE SURVEYOR AT A DISTANCE OF 42.73 FEET (RECORD AND SURVEY) FROM THE BEGINNING OF THIS COURSE; THENCE BINDING ON AND RUNNING WITH THE WATER TABLE OF SAID IRS BUILDING

19) SOUTH 00° 10' 31" WEST, 208.35 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE SOUTH LINE OF SAID FORMER SQUARE 349 AND THE NORTH LINE OF C STREET, N.W. CLOSED PER SAID PLAT OF SUBDIVISION RECORDED IN SUBDIVISION BOOK 19 AT PAGE 130 AT A DISTANCE OF 69.94 FEET (RECORD AND SURVEY) FROM THE END OF THIS COURSE; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.5 FEET NORTH OF THE NORTH FACE OF SAID IRS BUILDING

20) NORTH 89° 49' 29" WEST, 155.24 FEET (RECORD AND SURVEY) TO A POINT INTERSECTING THE GRANITE WALL SURROUNDING THE AREAWAY FOR THE IRS BUILDING; THENCE RUNNING WITH THE OUTSIDE FACE OF THE GRANITE WALL THE FOLLOWING THREE (3) COURSES AND DISTANCES

21) NORTH 00° 10' 31" EAST, 6.00 FEET (RECORD AND SURVEY) TO A POINT; THENCE

22) NORTH 89° 49' 29" WEST, 78.57 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE WEST LINE OF SAID A&T LOT 808 IN SQUARE 324, THE WEST LINE OF SAID C STREET, N.W. CLOSED PER SAID SUBDIVISION BOOK 89 AT PAGE 130 AND THE EAST LINE OF C STREET, N.W. CLOSED AS SHOWN ON A PLAT OF SUBDIVISION RECORDED IN SUBDIVISION BOOK 207 AT PAGE 138 AT A DISTANCE 20.22 FEET (RECORD AND SURVEY) FROM THE END OF THIS COURSE; THENCE BINDING ON AND RUNNING WITH COMMON LINES BETWEEN A&T LOT 802 IN SQUARE 323 AND A&T LOT 811 IN SQUARE 324 THE FOLLOWING THE FOLLOWING TEN (10) COURSES AND DISTANCES

23) SOUTH 00° 10' 31" WEST, 8.00 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.5 FEET NORTH OF THE NORTH FACE OF SAID IRS BUILDING

24) NORTH 89° 49' 29" WEST, 48.47 FEET (RECORD AND SURVEY) TO A POINT INTERSECTING A GRANITE WALL; THENCE RUNNING WITH THE OUTSIDE FACE OF THE GRANITE WALL THE FOLLOWING THREE (3) COURSES AND DISTANCES

25) NORTH 00° 10' 31" EAST, 10.87 FEET (RECORD AND SURVEY) TO A POINT; THENCE

26) NORTH 89° 49' 29" WEST, 1.18 FEET (RECORD AND SURVEY) TO A POINT; THENCE

27) SOUTH 00° 10' 31" WEST, 0.32 FEET (RECORD AND SURVEY) TO A POINT; THENCE BINDING ON AND RUNNING WITH THE EDGE OF THE BOTTOM GRANITE STEP THE FOLLOWING TWO (2) COURSES AND DISTANCES

28) NORTH 89° 49' 29" WEST, 29.54 FEET (RECORD AND SURVEY) TO A POINT; THENCE

29) 9.49 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 8.97 FEET, A DELTA ANGLE OF 60° 58' 19" AND A CHORD BEARING AND DISTANCE OF SOUTH 59° 41' 25" WEST, 9.05 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH THE FACE OF THE BUILDING COLUMN THE FOLLOWING TWO (2) COURSES AND DISTANCES

30) NORTH 53° 37' 37" WEST, 1.73 FEET (RECORD AND SURVEY) TO A POINT; THENCE

31) SOUTH 36° 22' 23" WEST, 1.48 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH AND BINDING ON THE EDGE OF A GRANITE BORDER THE FOLLOWING FIVE (5) COURSES AND DISTANCES

32) NORTH 53° 37' 37" WEST, 2.18 FEET (RECORD AND SURVEY) TO A POINT; THENCE

33) 87.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 183.50 FEET, A DELTA ANGLE OF 27° 21' 15" AND A CHORD BEARING AND DISTANCE OF SOUTH 50° 15' 14" WEST, 86.78 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE SOUTH LINE OF SAID A&T LOT 802 IN SQUARE 323, THE SOUTH LINE OF SAID C STREET, N.W. CLOSED PER SAID SUBDIVISION BOOK 207 AT PAGE 138, THE FORMER NORTHERLY LINE OF SQUARE 324 AS SHOWN IN ORIGINAL RECORD OF SQUARES BOOK 2 AT PAGE 324 AT A DISTANCE 23.77 FEET (RECORD AND SURVEY) ALONG SAID ARC FROM THE BEGINNING OF THIS COURSE; THENCE BINDING ON AND RUNNING WITH COMMON LINES BETWEEN A&T LOTS 809 AND 811 THE FOLLOWING THREE (3) COURSES AND DISTANCES

34) NORTH 42° 38' 13" WEST, 0.98 FEET (RECORD AND SURVEY) TO A POINT; THENCE

35) 6.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5.14 FEET, A DELTA ANGLE OF 71° 17' 25" AND A CHORD BEARING AND DISTANCE OF NORTH 78° 14' 55" WEST, 5.99 FEET (RECORD AND SURVEY) TO A POINT; THENCE

36) 16.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 204.33 FEET, A DELTA ANGLE OF 4° 43' 52" AND A CHORD BEARING AND DISTANCE OF SOUTH 68° 28' 18" WEST, 16.87 FEET (RECORD AND SURVEY) TO A POINT ON THE SAID EAST LINE OF 12TH STREET, N.W.; THENCE RUNNING WITH AND BINDING ON SAID EAST LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES

37) DUE NORTH, 41.61 FEET (RECORD AND SURVEY) TO A POINT ON THE NORTHWEST CORNER OF SAID A&T LOT 809, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID C STREET, N.W. CLOSED AND A&T LOT 802 IN SQUARE 323; THENCE RUNNING WITH AND BINDING ON THE WEST LINE OF SAID A&T LOT 802

38) DUE NORTH, 386.92 FEET (RECORD AND SURVEY) TO THE POINT OF BEGINNING.

CONTAINING AN AREA FOR PART A OF 133,249 SQUARE FEET OR 3.05898 ACRES OF LAND (RECORD AND SURVEY), MORE OR LESS.

NOTE: AS OF THE DATE OF CERTIFICATION, THE LAND HEREIN DESCRIBED (THE "LAND") IS DESIGNATED AMONG THE RECORDS OF THE ASSESSOR OF THE DISTRICT OF COLUMBIA, FOR ASSESSMENT AND TAXATION PURPOSES, AS A&T LOT 802 IN SQUARE 323 AND A&T LOTS 808 AND 809 IN SQUARE 324.

LEGAL DESCRIPTION

AIR RIGHT LOTS 7000, 7001 & 7002 - SQUARE 324

BEING 3 STRIPS OR PARCELS OF LAND HEREINAFTER DESCRIBED AS BEING SURROUNDED BY AND ADJACENT TO ASSESSMENT AND TAXATION (A&T) LOT 811 IN SQUARE 324 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 5, 2013 AND BEING MORE PARTICULARLY DESCRIBED IN THE MERIDIAN OF THE DISTRICT OF COLUMBIA SURVEYOR'S OFFICE AS FOLLOWS:

AIR RIGHT LOT 7000

BEGINNING AT A POINT ON THE WATER TABLE OF THE WESTERLY FACE OF THE INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W., SAID POINT LYING 231.57 FEET DUE SOUTH AND 412.38 FEET DUE EAST FROM THE NORTHWEST CORNER OF SQUARE 323, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE EAST LINE OF 12TH STREET, N.W. (85 FT. WIDE) AND THE SOUTH LINE OF D STREET, N.W. (70 FT. WIDE), THENCE BINDING ON AND RUNNING WITH SAID A&T LOT 811 THE FOLLOWING FOUR (4) COURSES AND DISTANCES

1) SOUTH 89° 49' 29" EAST, 7.15 FEET TO A POINT; THENCE

2) SOUTH 00° 10' 31" WEST, 12.66 FEET TO A POINT; THENCE

3) NORTH 89° 49' 29" WEST, 7.15 FEET TO A POINT ON SAID WATER TABLE OF THE IRS BUILDING; THENCE RUNNING WITH THE WATER TABLE ALONG THE FACE OF SAID IRS BUILDING

4) NORTH 00° 10' 31" EAST, 12.66 FEET TO THE POINT OF BEGINNING;

CONTAINING 91 SQUARE FEET OR 0.00209 OF AN ACRE OF LAND.

AIR RIGHT LOT 7001

BEGINNING AT A POINT ON THE WATER TABLE OF THE WESTERLY FACE OF THE INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W., SAID POINT LYING 261.58 FEET DUE SOUTH AND 412.12 FEET DUE EAST FROM THE NORTHWEST CORNER OF SQUARE 323, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE EAST LINE OF 12TH STREET, N.W. (85 FT. WIDE) AND THE SOUTH LINE OF D STREET, N.W. (70 FT. WIDE), THENCE BINDING ON AND RUNNING WITH SAID A&T LOT 811 THE FOLLOWING FOUR (4) COURSES AND DISTANCES

1) SOUTH 89° 49' 29" EAST, 7.15 FEET TO A POINT; THENCE

2) SOUTH 00° 10' 31" WEST, 12.65 FEET TO A POINT; THENCE

3) NORTH 89° 49' 29" WEST, 7.15 FEET TO A POINT ON SAID WATER TABLE OF THE IRS BUILDING; THENCE RUNNING WITH THE WATER TABLE ALONG THE FACE OF SAID IRS BUILDING

4) NORTH 00° 10' 31" EAST, 12.65 FEET TO THE POINT OF BEGINNING;

CONTAINING 90 SQUARE FEET OR 0.00207 OF AN ACRE OF LAND.

AIR RIGHT LOT 7002

BEGINNING AT A POINT ON THE WATER TABLE OF THE WESTERLY FACE OF THE INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W., SAID POINT LYING 271.59 FEET DUE SOUTH AND 412.06 FEET DUE EAST FROM THE NORTHWEST CORNER OF SQUARE 323, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE EAST LINE OF 12TH STREET, N.W. (65 FT. WIDE) AND THE SOUTH LINE OF D STREET, N.W. (70 FT. WIDE), THENCE BINDING ON AND RUNNING WITH SAID A&T LOT 811 THE FOLLOWING FOUR (4) COURSES AND DISTANCES

1) SOUTH 89° 49' 29" EAST, 7.15 FEET TO A POINT; THENCE

2) SOUTH 00° 10' 31" WEST, 12.64 FEET TO A POINT; THENCE

3) NORTH 89° 49' 29" WEST, 7.15 FEET TO A POINT ON SAID WATER TABLE OF THE IRS BUILDING; THENCE RUNNING WITH THE WATER TABLE ALONG THE FACE OF SAID IRS BUILDING

4) NORTH 00° 10' 31" EAST, 12.64 FEET TO THE POINT OF BEGINNING;

CONTAINING 90 SQUARE FEET OR 0.00207 OF AN ACRE OF LAND.

SAID LOTS 7000, 7001 AND 7003 HAVING A LOWER LIMIT OF ELEVATION OF 11.30 FEET AND AN UPPER LIMIT OF ELEVATION OF 36.21 FEET IN THE DATUM OF THE DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC WORKS.

NOTE: AS OF THE DATE OF CERTIFICATION, THE LAND HEREIN DESCRIBED (THE 'LAND') IS DESIGNATED AMONG THE RECORDS OF THE ASSESSOR OF THE DISTRICT OF COLUMBIA, FOR ASSESSMENT AND TAXATION PURPOSES, AS LOTS 7000, 7001 AND 7002 IN SQUARE 324.

DESCRIPTION OF
PARTS OF
PENNSLYVANIA AVENUE, N.W.
(160 FEET WIDE)
&
D STREET, N.W.
(70 FEET WIDE)

DISTRICT OF COLUMBIA
MAY 9, 2013

Being two (2) strips or parcels of land hereinafter described as running in, through, over and across Pennsylvania Avenue, N.W. (160 feet wide) and D Street, N.W. (70 feet wide) in the District of Columbia; said land being under the jurisdiction of the National Park Service by virtue of Public Law 104-134, Section 313(d), and being depicted on National Park Service Map 840-82441 and on a drawing entitled "12th Street to 10th Street, Jurisdictional Maintenance Boundaries", sheet number 7 of 25, dated 02-26-1996, by the Pennsylvania Avenue Development Corporation; and being more particularly described in the bearing meridian of the District of Columbia Surveyor's Office as follows:

PART 1

Beginning at a point on the southerly line of Pennsylvania Avenue, N.W. (160 feet wide); said point being South 70° 18' 17" East, 20.22 feet from the northeast corner of Square 323; said corner also being the northeast corner of Assessment and Taxation (A&T) Lot 800 in Square 323 as shown on A&T Tracing 323 on file in the Records of the Office of the Surveyor of the District of Columbia; thence leaving in, through, over and across Pennsylvania Avenue, N.W. the following five (5) courses and distances

1) Due North, 30.02 feet to a point; thence

2) 3.71 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 35° 28' 06" and a chord bearing and distance of North 17° 44' 03" West, 3.65 feet to a point along the southerly back of curb of Pennsylvania Avenue, N.W.; thence running with and binding on said back of curb

3) South 70° 26' 27" East, 41.68 feet to a point; thence

4) 7.80 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 74° 26' 57" and a chord bearing and distance South 37° 13' 28" West, 7.26 feet to a point; thence

5) due South, 26.48 feet to a point on the southerly line of said Pennsylvania Avenue, N.W. and the northerly line of Lot 805 in Square 324 as shown on

A&T Plat 3532-J on file in the said Records of the Office of the Surveyor; thence running with and binding on said lines

6) North 70° 16' 17" West, 35.79 feet to the Point of Beginning;

Containing an area of 1,148 Square Feet or 0.02636 of an acre of land, more or less.

PART 2

Beginning at a point at the intersection of the southerly line of 12th Street, N.W. (86 foot wide) and the southerly line of D Street, N.W. (70 foot wide); said point being the northwest corner of Square 323; said corner also being the northwest corner of said A&T Lot 800 in Square 323; thence running in, through, over and across D Street, N.W. the following two (2) courses and distances

1) Due North, 70.72 feet to a point; thence

2) South 79° 32' 34" East, 212.29 feet to a point at the northeast corner of Square 323; thence binding on and running with the north line of said Square 323

3) Due West, 200.17 feet to the Point of Beginning;

Containing an area of 7,078 square feet or 0.16249 of an acre of land, more or less.

Parts 1 and 2 containing a total area of 8,226 square feet or 0.18886 of an acre of land, more or less, are shown on the attached sketch and made a part of by this reference.

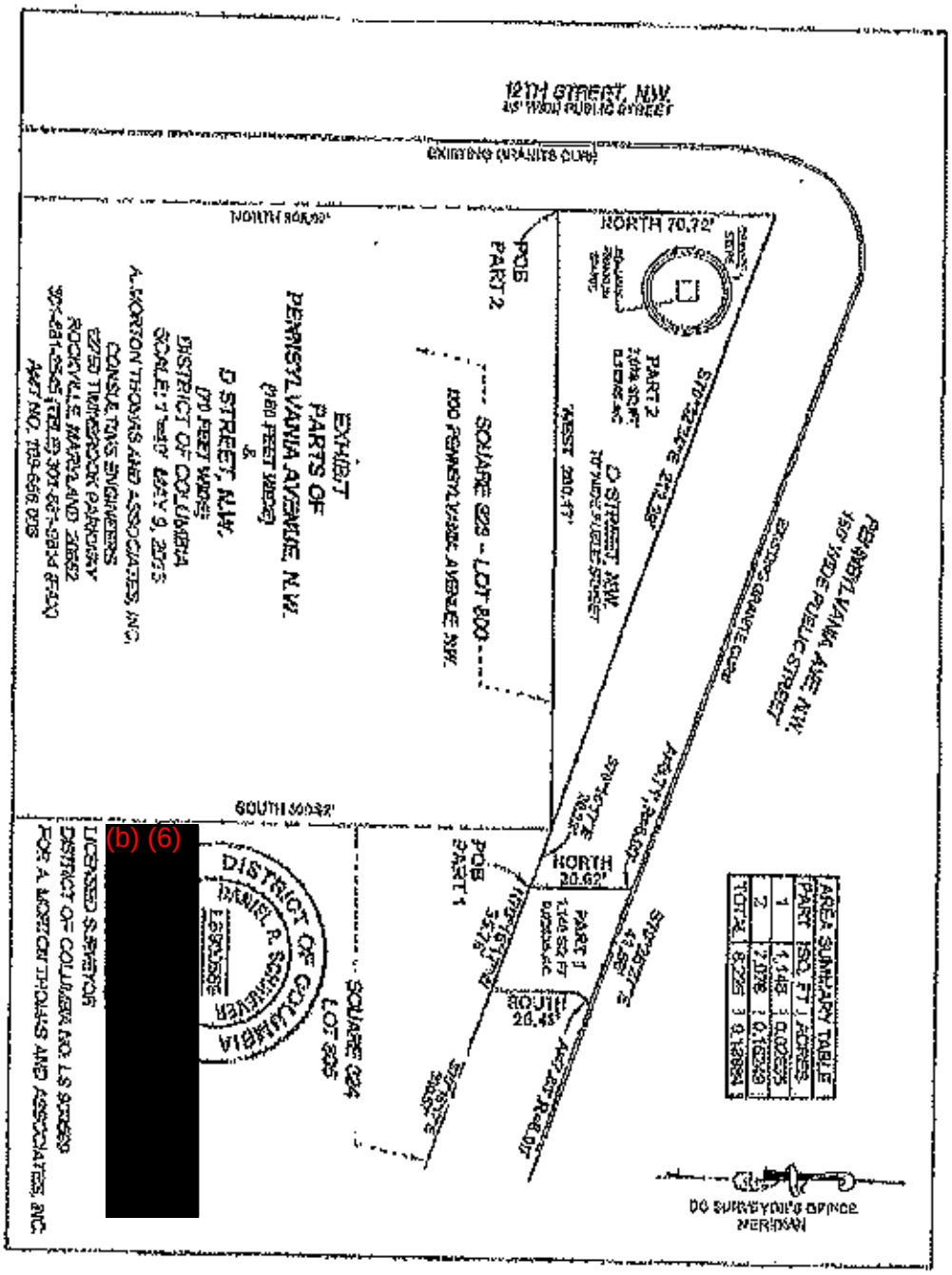
(b) (6) [redacted] 5-9-13

Daniel R. Schriever
Licensed Surveyor
District of Columbia No. LS 000569
For A. Morton Thomas and Associates, Inc.

DISTRICT OF COLUMBIA
DANIEL R. SCHRIEVER
LS000569
LICENSED
LAND SURVEYOR

Doc #: 2014016889 Fees: $31.50
02/25/2014 10:19 AM Pages: 8
Filed and Recorded in Official Records of
WASH DC RECORDER OF DEEDS IDA WILLIAMS

RECORDING FEES	$25.00
SURCHARGE	$6.50


12TH STREET, N.W.
EXISTING GRANITE CURB
NORTH 70.72'
POB PART 2
PART 2
D STREET, N.W.
WEST 200.47'
SQUARE 323 - LOT 800
EXHIBIT
PARTS OF
PENNSYLVANIA AVENUE, N.W.
D STREET, N.W.
DISTRICT OF COLUMBIA
A. MORTON THOMAS AND ASSOCIATES, INC.
CONSULTING ENGINEERS
ROCKVILLE, MARYLAND
PENNSYLVANIA AVE. N.W.
150' WIDE PUBLIC STREET
EXISTING GRANITE CURB
SOUTH 300.82'
NORTH 20.62'
POB PART 1
PART 1
SOUTH 20.45'
SQUARE 324
LOT 805
DISTRICT OF COLUMBIA
DANIEL A. SCHNEIDER
LICENSED SURVEYOR
DISTRICT OF COLUMBIA NO. LS 900669
FOR A. MORTON THOMAS AND ASSOCIATES, INC.
AREA SUMMARY TABLE
PART | SQ. FT. | ACRES
1 | 1,148 | 0.02635
2 | 7,078 | 0.16249
TOTAL | 8,226 | 0.18884
DC SURVEYOR'S OFFICE
MERIDIAN

(b) (6) [redacted]

Addendum G

Grantor:

United States General Services Administration
Portfolio Management - Suite 7600
7th & D Streets, S.W.
Room 7660
Washington, D.C. 20407
Attn: Kevin Terry
Telephone No: (202) 708-4600

Addendum H

Grantee:

Trump Old Post Office LLC
60 Crossways Park Drive West (Suite 301)
Woodbury, New York 11797
Attn: (b) (6) [redacted]
Telep[redacted]

Addendum 3

[To be completed by title company.]

Addendum L1

GRANTOR

UNITED STATES OF AMERICA, acting by and through the Administrator of General Services

(b) (6) [redacted]

By: _____

Name: Kevin M. Terry

Title: Contracting Officer
U.S. General Services Administration

Subscribed to and sworn before me by Grantor(s) this 24 day of APRIL, 2014

(b) (6) [redacted]

Notary Public

My Commission Expires: March 14, 2019

MAIHLEEN E. RYAN
NOTARY PUBLIC
DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES 03/14/2019

Addendum L2

GRANTEE

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company

By:_____
Name:
Title:

Subscribed to and sworn before me by Grantee(s) this
_____ day of _____, 2014

_____
Notary Public

My Commission Expires: _____

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE (this "Amendment") is executed and effective as of the 3rd day of March, 2014, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (together with its permitted successors under the Lease, "Landlord"), and TRUMP OLD POST OFFICE LLC, a Delaware limited liability company (together with its permitted successors under the Lease, "Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into a Ground Lease, dated as of August 5, 2013 (the "Lease");

WHEREAS, pursuant to the Lease, Landlord and Tenant have agreed that Exhibit D and Exhibit E-1 shall be modified upon the transfer to Landlord of Pennsylvania Avenue jurisdiction and rights in connection therewith as shown on Exhibit P (the "Jurisdiction Transfer"); and

WHEREAS, the Jurisdiction Transfer has been effectuated.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises of the parties, the parties hereto agree to amend the Lease as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Lease and references to "Exhibits" shall be to the corresponding Lease exhibits.

2. Definition of "Jurisdiction Transfers".

The definition of "Jurisdiction Transfers" is hereby deleted in its entirety.

3. Definition of "Land".

The definition of "Land" is hereby deleted in its entirety and replaced with the following:

"Land" shall mean the parcels of land owned by Landlord which are the subject of this Lease, located in the District of Columbia, at 1100 Pennsylvania Avenue, N.W., a legal description of which is attached as Exhibit D, together with Landlord's right, title and interest in and to all appurtenant real property rights and hereditaments such as all easements, air rights, covenants, conditions, and restrictions as necessary in connection with the use or improvement of the Land and the Vault Space, including the Permitted Use.

4. Exhibits D and Exhibit E-1

Exhibit D and Exhibit E-1 of the Lease are hereby deleted in their entirety and replaced with the versions of Exhibit D and Exhibit E-1 attached hereto.

5. Benjamin Franklin Statue.

Landlord shall be solely responsible for all maintenance, repair, protection and preservation of the Benjamin Franklin Statue (as defined in, and consistent with, the Programmatic Agreement) including all costs and expenses in connection therewith and Tenant shall not be required to pay such costs or reimburse Landlord for such costs (unless damage to the Benjamin Franklin Statue is caused by Tenant or its Affiliates, contractors, agents or employees). To the extent Tenant performs work inside the triangular area described on Exhibit P, then to the extent Landlord or NPS reasonably require, Tenant shall protect and pay for the protection of the Benjamin Franklin Statue from such work performed by Tenant.

6. Counterparts and Signature Pages.

This Amendment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Amendment.

7. Effectiveness.

Except as hereinabove otherwise provided, the Lease is in full force and effect and unmodified and all of its terms, covenants and conditions shall continue in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD

UNITED STATES OF AMERICA, acting by and through the Administrator of General Services

TENANT

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company

EXHIBIT D

LEGAL DESCRIPTION OF LAND

[FOLLOWS THIS COVER PAGE]

LEGAL DESCRIPTION - PART A
A&T LOT 802 - SQUARE 323
A&T LOTS 808 & 809 - SQUARE 324

BEING ALL OF ASSESSMENT AND TAXATION (A&T) LOT 802 IN SQUARE 323 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 6, 2013, SAID LOT 802 HAVING BEEN CREATED BY COMBINING FORMER A&T LOT 800 AS SHOWN ON A & T TRADING 329 AND PART OF D STREET, N.W. CLOSED AS SHOWN ON A PLAT OF SUBDIVISION RECORDED JULY 2, 2013 AND REVISED JULY 10, 2013 IN SUBDIVISION BOOK 207 AT PAGE 186, BOTH ON FILE IN THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA AND A&T LOTS 808 AND 809 IN SQUARE 324 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 6, 2013; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS IN THE MERIDIAN OF THE DISTRICT OF COLUMBIA SURVEYOR'S OFFICE:

BEGINNING AT A POINT AT THE NORTHWEST CORNER OF SQUARE 323 AS SHOWN IN ORIGINAL RECORD OF SQUARES BOOK 2 AT PAGE 323 RECORDED IN THE SAID RECORDS OF THE OFFICE OF THE SURVEYOR, SAID POINT ALSO BEING AT THE INTERSECTION OF THE EASTERLY LINE OF 12TH STREET, N.W. (95 FEET WIDE) AND THE SOUTHERLY LINE OF D STREET, N.W. (70 FEET WIDE), SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID A&T LOT 802; THENCE BINDING ON AND RUNNING WITH SAID SOUTHERLY LINE OF D STREET, N.W., THE NORTHERLY LINE OF SQUARE 323 AND THE NORTHERLY LINE OF A&T LOT 802

1) DUE EAST, 200.17 FEET (RECORD AND SURVEY) TO A POINT AT THE NORTHEAST CORNER OF SQUARE 323, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID A&T LOT 808 IN SQUARE 324; THENCE LEAVING SQUARE 323 AND BINDING ON AND RUNNING WITH THE SOUTHERLY LINE OF PENNSYLVANIA AVENUE, N.W. (100 FEET WIDE), THE NORTHERLY LINE OF 11TH STREET, N.W. CLOSED AS SHOWN ON A PLAT OF SUBDIVISION RECORDED IN SUBDIVISION BOOK 99 AT PAGE 130 AMONG THE SAID RECORDS OF THE OFFICE OF THE SURVEYOR AND THE NORTHERLY LINE OF SAID A&T LOT 808

2) SOUTH 70° 16' 17" EAST, 109.50 FEET (RECORD AND SURVEY) TO A POINT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A&T LOT 811 IN SQUARE 324 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 6, 2013; THENCE RUNNING AT A RIGHT ANGLE TO PENNSYLVANIA AVENUE, N.W. AND BEING COLLINEAR WITH THE NORTHWESTERLY LINE OF A GRANITE WALL ENCLOSING AN AREAWAY OF THE ADJACENT INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W. AND ALSO RUNNING IN, THROUGH, OVER AND ACROSS SAID 11TH STREET, N.W. CLOSED THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES AND ALSO BINDING ON AND RUNNING WITH COMMON LINES BETWEEN SAID A&T LOTS 808 AND 811 THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES

3) SOUTH 10° 43' 43" WEST, 14.82 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.17 FEET OFF OF THE WATER TABLE OF SAID IRS BUILDING THE FOLLOWING SIX (6) COURSES AND DISTANCES

4) NORTH 70° 50' 05" WEST, 3.66 FEET (RECORD AND SURVEY) TO A POINT; THENCE

5) SOUTH 19° 01' 05" WEST, 10.11 FEET (RECORD AND SURVEY) TO A POINT; THENCE

6) NORTH 89° 50' 16" WEST, 10.61 FEET (RECORD AND SURVEY) TO A POINT; THENCE

7) SOUTH 00° 03' 42" WEST, 20.17 FEET (RECORD AND SURVEY) TO A POINT; THENCE

8) NORTH 89° 56' 18" WEST, 1.63 FEET (RECORD AND SURVEY) TO A POINT; THENCE

9) SOUTH 00° 03' 42" WEST, 15.84 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH THE BASE OF A GRANITE WALL AT A WESTERN ENTRANCE TO SAID IRS BUILDING

10) NORTH 89° 56' 18" WEST, 5.40 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING THROUGH GRANITE WALLS AND PARALLEL TO SAID IRS BUILDING

11) SOUTH 00° 03' 42" WEST, 20.40 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH THE BASE OF A GRANITE WALL AT A WESTERN ENTRANCE TO SAID IRS BUILDING

12) SOUTH 89° 56' 18" EAST, 5.40 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.17 FEET OFF OF THE WATER TABLE OF SAID IRS BUILDING THE FOLLOWING SIX (6) COURSES AND DISTANCES

13) SOUTH 00° 03' 42" WEST, 16.83 FEET (RECORD AND SURVEY) TO A POINT; THENCE

14) SOUTH 89° 56' 18" EAST, 1.63 FEET (RECORD AND SURVEY) TO A POINT; THENCE

15) SOUTH 00° 03' 42" WEST, 20.10 FEET (RECORD AND SURVEY) TO A POINT; THENCE

16) SOUTH 89° 56' 18" EAST, 1.87 FEET (RECORD AND SURVEY) TO A POINT; THENCE

17) SOUTH 00° 03' 42" WEST, 5.30 FEET (RECORD AND SURVEY) TO A POINT; THENCE

18) SOUTH 84° 35' 30" EAST, 143.00 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE EAST LINE OF SAID 11TH STREET, N.W. CLOSED AND THE WEST LINE OF FORMER SQUARE 349 AS SHOWN IN ORIGINAL RECORD OF SQUARES BOOK 2 AT PAGE 340 RECORDED IN THE SAID RECORDS OF THE OFFICE OF THE SURVEYOR AT A DISTANCE OF 42.73 FEET (RECORD AND SURVEY) FROM THE BEGINNING OF THIS COURSE; THENCE BINDING ON AND RUNNING WITH THE WATER TABLE OF SAID IRS BUILDING

19) SOUTH 00° 10' 31" WEST, 208.35 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE SOUTH LINE OF SAID FORMER SQUARE 349 AND THE NORTH LINE OF G STREET, N.W. CLOSED PER SAID PLAT OF SUBDIVISION RECORDED IN SUBDIVISION BOOK 99 AT PAGE 130 AT A DISTANCE OF 89.94 FEET (RECORD AND SURVEY) FROM THE END OF THIS COURSE; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.5 FEET NORTH OF THE NORTH FACE OF SAID IRS BUILDING

20) NORTH 89° 49' 29" WEST, 165.24 FEET (RECORD AND SURVEY) TO A POINT INTERSECTING THE GRANITE WALL SURROUNDING THE AREAWAY FOR THE IRS BUILDING; THENCE RUNNING WITH THE OUTSIDE FACE OF THE GRANITE WALL THE FOLLOWING THREE (3) COURSES AND DISTANCES

21) NORTH 00° 10' 31" EAST, 0.00 FEET (RECORD AND SURVEY) TO A POINT; THENCE

22) NORTH 89° 49' 29" WEST, 76.57 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE WEST LINE OF SAID A&T LOT 808 IN SQUARE 324, THE WEST LINE OF SAID C STREET, N.W. CLOSED PER SAID SUBDIVISION BOOK 99 AT PAGE 130 AND THE EAST LINE OF C STREET, N.W. CLOSED AS SHOWN ON A PLAT OF SUBDIVISION RECORDED IN SUBDIVISION BOOK 207 AT PAGE 130 AT A DISTANCE 20.22 FEET (RECORD AND SURVEY) FROM THE END OF THIS COURSE; THENCE BINDING ON AND RUNNING WITH COMMON LINES BETWEEN A&T LOT 802 IN SQUARE 323 AND A&T LOT 811 IN SQUARE 324 THE FOLLOWING THE FOLLOWING TEN (10) COURSES AND DISTANCES

23) SOUTH 00° 10' 31" WEST, 6.00 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.5 FEET NORTH OF THE NORTH FACE OF SAID IRS BUILDING

24) NORTH 89° 49' 29" WEST, 45.47 FEET (RECORD AND SURVEY) TO A POINT INTERSECTING A GRANITE WALL; THENCE RUNNING WITH THE OUTSIDE FACE OF THE GRANITE WALL THE FOLLOWING THREE (3) COURSES AND DISTANCES

25) NORTH 00° 10' 31" EAST, 10.07 FEET (RECORD AND SURVEY) TO A POINT; THENCE

26) NORTH 89° 49' 29" WEST, 1.18 FEET (RECORD AND SURVEY) TO A POINT; THENCE

27) SOUTH 00° 10' 31" WEST, 0.32 FEET (RECORD AND SURVEY) TO A POINT; THENCE BINDING ON AND RUNNING WITH THE EDGE OF THE BOTTOM GRANITE STEP THE FOLLOWING TWO (2) COURSES AND DISTANCES

28) NORTH 89° 49' 29" WEST, 20.64 FEET (RECORD AND SURVEY) TO A POINT; THENCE

29) 9.49 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 0.92 FEET, A DELTA ANGLE OF 60° 58' 13" AND A CHORD BEARING AND DISTANCE OF SOUTH 69° 41' 26" WEST, 9.05 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH THE FACE OF THE BUILDING COLUMN THE FOLLOWING TWO (2) COURSES AND DISTANCES

30) NORTH 53° 37' 37" WEST, 1.73 FEET (RECORD AND SURVEY) TO A POINT; THENCE

31) SOUTH 36° 22' 23" WEST, 1.40 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH AND BINDING ON THE EDGE OF A GRANITE BORDER THE FOLLOWING FIVE (5) COURSES AND DISTANCES

32) NORTH 53° 37' 37" WEST, 2.18 FEET (RECORD AND SURVEY) TO A POINT; THENCE

33) 87.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 183.60 FEET, A DELTA ANGLE OF 27° 21' 18" AND A CHORD BEARING AND DISTANCE OF SOUTH 50° 16' 14" WEST, 86.78 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE SOUTH LINE OF SAID A&T LOT 802 IN SQUARE 323, THE SOUTH LINE OF SAID C STREET, N.W. CLOSED PER SAID SUBDIVISION BOOK 207 AT PAGE 130, THE FORMER NORTHERLY LINE OF SQUARE 324 AS SHOWN IN ORIGINAL RECORD OF SQUARES BOOK 2 AT PAGE 324 AT A DISTANCE 23.77 FEET (RECORD AND SURVEY) ALONG SAID ARC FROM THE BEGINNING OF THIS COURSE; THENCE BINDING ON AND RUNNING WITH COMMON LINES BETWEEN A&T LOTS 809 AND 811 THE FOLLOWING THREE (3) COURSES AND DISTANCES

34) NORTH 42° 36' 13" WEST, 0.06 FEET (RECORD AND SURVEY) TO A POINT; THENCE

35) 6.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5.14 FEET, A DELTA ANGLE OF 71° 17' 26" AND A CHORD BEARING AND DISTANCE OF NORTH 78° 14' 55" WEST, 5.99 FEET (RECORD AND SURVEY) TO A POINT; THENCE

36) 16.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 204.33 FEET, A DELTA ANGLE OF 4° 43' 52" AND A CHORD BEARING AND DISTANCE OF SOUTH 88° 28' 18" WEST, 16.67 FEET (RECORD AND SURVEY) TO A POINT ON THE SAID EAST LINE OF 12TH STREET, N.W.; THENCE RUNNING WITH AND BINDING ON SAID EAST LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES

37) DUE NORTH, 41.01 FEET (RECORD AND SURVEY) TO A POINT ON THE NORTHWEST CORNER OF SAID A&T LOT 800, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID C STREET, N.W. CLOSED AND A&T LOT 802 IN SQUARE 323; THENCE RUNNING WITH AND BINDING ON THE WEST LINE OF SAID A&T LOT 802

38) DUE NORTH, 356.02 FEET (RECORD AND SURVEY) TO THE POINT OF BEGINNING.

CONTAINING AN AREA FOR PART A OF 133,249 SQUARE FEET OR 3.05698 ACRES OF LAND (RECORD AND SURVEY), MORE OR LESS.

NOTE: AS OF THE DATE OF CERTIFICATION, THE LAND HEREIN DESCRIBED (THE "LAND") IS DESIGNATED AMONG THE RECORDS OF THE ASSESSOR OF THE DISTRICT OF COLUMBIA, FOR ASSESSMENT AND TAXATION PURPOSES, AS A&T LOT 802 IN SQUARE 323 AND A&T LOTS 808 AND 809 IN SQUARE 324.

LEGAL DESCRIPTION

AIR RIGHT LOTS 7000, 7001 & 7002 - SQUARE 324

BEING 3 STRIPS OR PARCELS OF LAND HEREINAFTER DESCRIBED AS BEING SURROUNDED BY AND ADJACENT TO ASSESSMENT AND TAXATION (A&T) LOT 811 IN SQUARE 324 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 6, 2013 AND BEING MORE PARTICULARLY DESCRIBED IN THE MERIDIAN OF THE DISTRICT OF COLUMBIA SURVEYOR'S OFFICE AS FOLLOWS:

AIR RIGHT LOT 7000

BEGINNING AT A POINT ON THE WATER TABLE OF THE WESTERLY FACE OF THE INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W., SAID POINT LYING 231.67 FEET DUE SOUTH AND 412.16 FEET DUE EAST FROM THE NORTHWEST CORNER OF SQUARE 323, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE EAST LINE OF 12TH STREET, N.W. (86 FT. WIDE) AND THE SOUTH LINE OF D STREET, N.W. (70 FT. WIDE); THENCE BINDING ON AND RUNNING WITH SAID A&T LOT 811 THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) SOUTH 89° 49' 29" EAST, 7.16 FEET TO A POINT; THENCE

2) SOUTH 00° 10' 31" WEST, 12.66 FEET TO A POINT; THENCE

3) NORTH 89° 49' 29" WEST, 7.16 FEET TO A POINT ON SAID WATER TABLE OF THE IRS BUILDING; THENCE RUNNING WITH THE WATER TABLE ALONG THE FACE OF SAID IRS BUILDING

4) NORTH 00° 10' 31" EAST, 12.66 FEET TO THE POINT OF BEGINNING;

CONTAINING 91 SQUARE FEET OR 0.00209 OF AN ACRE OF LAND.

AIR RIGHT LOT 7001

BEGINNING AT A POINT ON THE WATER TABLE OF THE WESTERLY FACE OF THE INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W., SAID POINT LYING 231.66 FEET DUE SOUTH AND 412.16 FEET DUE EAST FROM THE NORTHWEST CORNER OF SQUARE 323, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE EAST LINE OF 12TH STREET, N.W. (86 FT. WIDE) AND THE SOUTH LINE OF D STREET, N.W. (70 FT. WIDE); THENCE BINDING ON AND RUNNING WITH SAID A&T LOT 811 THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) SOUTH 89° 49' 29" EAST, 7.16 FEET TO A POINT; THENCE

2) SOUTH 00° 10' 31" WEST, 12.65 FEET TO A POINT; THENCE

3) NORTH 89° 49' 29" WEST, 7.16 FEET TO A POINT ON SAID WATER TABLE OF THE IRS BUILDING; THENCE RUNNING WITH THE WATER TABLE ALONG THE FACE OF SAID IRS BUILDING

4) NORTH 00° 10' 31" EAST, 12.65 FEET TO THE POINT OF BEGINNING;

CONTAINING 90 SQUARE FEET OR 0.00207 OF AN ACRE OF LAND.

AIR RIGHT LOT 7002

BEGINNING AT A POINT ON THE WATER TABLE OF THE WESTERLY FACE OF THE INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W., SAID POINT LYING 271.60 FEET DUE SOUTH AND 112.08 FEET DUE EAST FROM THE NORTHWEST CORNER OF SQUARE 323, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE EAST LINE OF 12TH STREET, N.W. (86 FT. WIDE) AND THE SOUTH LINE OF D STREET, N.W. (70 FT. WIDE), THENCE BINDING ON AND RUNNING WITH SAID A&T LOT 611 THE FOLLOWING FOUR (4) COURSES AND DISTANCES

1) SOUTH 89° 49' 29" EAST, 7.16 FEET TO A POINT; THENCE

2) SOUTH 00° 10' 31" WEST, 12.64 FEET TO A POINT; THENCE

3) NORTH 89° 49' 29" WEST, 7.16 FEET TO A POINT ON SAID WATER TABLE OF THE IRS BUILDING THENCE RUNNING WITH THE WATER TABLE ALONG THE FACE OF SAID IRS BUILDING

4) NORTH 00° 10' 31" EAST, 12.64 FEET TO THE POINT OF BEGINNING;

CONTAINING 90 SQUARE FEET OR 0.00207 OF AN ACRE OF LAND.

SAID LOTS 7000, 7001 AND 7002 HAVING A LOWER LIMIT OF ELEVATION OF 11.30 FEET AND AN UPPER LIMIT OF ELEVATION OF 38.21 FEET IN THE DATUM OF THE DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC WORKS.

NOTE: AS OF THE DATE OF CERTIFICATION, THE LAND HEREIN DESCRIBED (THE "LAND") IS DESIGNATED AMONG THE RECORDS OF THE ASSESSOR OF THE DISTRICT OF COLUMBIA, FOR ASSESSMENT AND TAXATION PURPOSES, AS LOTS 7000, 7001 AND 7002 IN SQUARE 324.

DESCRIPTION OF
PARTS OF
PENNSYLVANIA AVENUE, N.W.
(160 FEET WIDE)
&
D STREET, N.W.
(70 FEET WIDE)

DISTRICT OF COLUMBIA
MAY 9, 2013

Being two (2) strips or parcels of land hereinafter described as running in, through, over and across Pennsylvania Avenue, N.W. (160 feet wide) and D Street, N.W. (70 feet wide) in the District of Columbia; said land being under the jurisdiction of the National Park Service by virtue of Public Law 104-134, Section 313(d), and being depicted on National Park Service Map 840-82441 and on a drawing entitled "12th Street to 10th Street, Jurisdictional Maintenance Boundaries", sheet number 7 of 28, dated 02-28-1996, by the Pennsylvania Avenue Development Corporation; and being more particularly described in the bearing meridian of the District of Columbia Surveyor's Office as follows:

PART 1

Beginning at a point on the southerly line of Pennsylvania Avenue, N.W. (160 feet wide); said point being South 70° 10' 17" East, 20.22 feet from the northeast corner of Square 323; said corner also being the northeast corner of Assessment and Taxation (A&T) Lot 800 in Square 323 as shown on A&T Tracing 323 on file in the Records of the Office of the Surveyor of the District of Columbia; thence running in, through, over and across Pennsylvania Avenue, N.W. the following five (5) courses and distances

1) Due North, 30.02 feet to a point; thence

2) 3.71 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 35° 26' 00" and a chord bearing and distance of North 17° 44' 03" West, 3.00 feet to a point along the southerly back of curb of Pennsylvania Avenue, N.W.; thence running with and binding on said back of curb

3) South 70° 20' 27" East, 41.46 feet to a point; thence

4) 7.60 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 74° 26' 07" and a chord bearing and distance South 37° 13' 28" West, 7.20 feet to a point; thence

5) Due South, 28.46 feet to a point on the southerly line of said Pennsylvania Avenue, N.W. and the northerly line of Lot 803 in Square 324 as shown on

A&T Plat 5532-3 on file in the said Records of the Office of the Surveyor; thence running with and binding on said lines

8) North 70° 16' 12" West, 35.70 feet to the Point of Beginning;

Containing an area of 1,149 Square Feet or 0.02638 of an acre of land, more or less.

PART 2

Beginning at a point at the intersection of the easterly line of 12th Street, N.W. (86 feet wide) and the southerly line of O Street, N.W. (70 feet wide); said point being the northwest corner of Square 323; said corner also being the northwest corner of said A&T Lot 800 in Square 323; thence running in, through, over and across O Street, N.W. the following two (2) courses and distances

1) Due North, 70.72 feet to a point; thence

2) South 70° 32' 34" East, 212.20 feet to a point at the northwest corner of Square 323; thence binding on and running with the north line of said Square 323

3) Due West, 200.17 feet to the Point of Beginning;

Containing an area of 7,076 square feet or 0.16249 of an acre of land, more or less.

Parts 1 and 2 containing a total area of 8,220 square feet or 0.18884 of an acre of land, more or less, are shown on the attached sketch and made a part of by this reference.

(b) (6) [redacted] 5-9-13

Daniel R. Schriever
Licensed Surveyor
District of Columbia No. LS 900609
For A. Morton Thomas and Associates, Inc.

DISTRICT OF COLUMBIA
DANIEL R. SCHRIEVER
LICENSED
LAND SURVEYOR

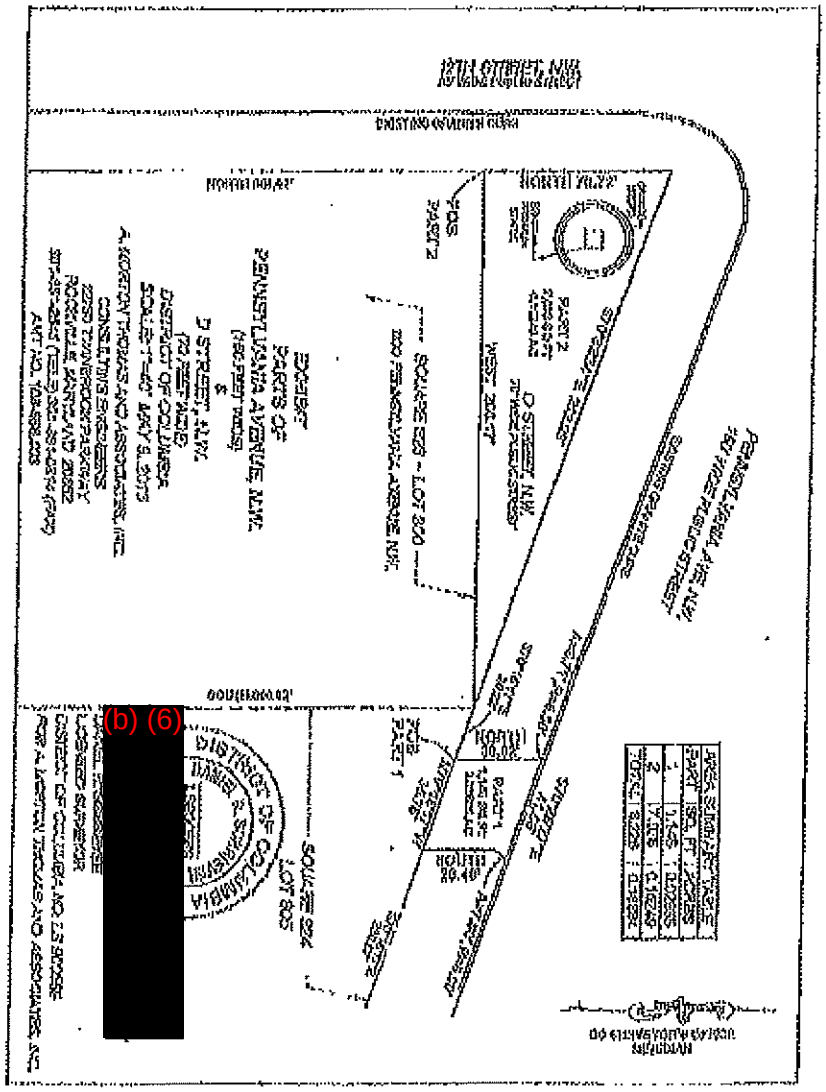

EXISTING HIGHWAY BRIDGE
PENNSYLVANIA AVENUE, N.W.
(100-FOOT WIDE)
D STREET, N.W.
(80-FOOT WIDE)
DISTRICT OF COLUMBIA
SQUARE 457 MAY 5, 2003
SQUARE 458 - LOT 800
NO PENNSYLVANIA AVENUE N.W.
PART 2
PART 1
SQUARE 458
LOT 805
(b) (6)
[redacted]
DISTRICT OF COLUMBIA
SEAL
NORTH
NORTH
NORTH

EXHIBIT E-1

TITLE EXCEPTIONS

1. For the entire Premises (except the Pennsylvania Avenue Parcels (as defined below)):

   1. Rights of Government Antennae Tenants under the Antennae Agreements.

   2. Taxes subsequent to the Commencement Date, which is a lien not yet due and payable.

   3. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by A. Morton Thomas and Associates, Inc. on July 25, 2013, designated Drawing Number V 101 00: The following all affect Part A only.

      a. Gas lines in the Closed C Street
      b. Sewer lines and sanitary sewer manholes in Closed C Street and in Lot 806 in Square 324
      c. Storm drain lines and storm drain manholes in Closed 11th Street, and in Lot 806 in Square 324
      d. Electric lines and unidentified electric structures in Closed C Street and in Lot 806 in Square 324
      e. 18" and 12" RCPs, 10", 6" and 4" PVCs in Closed 11th Street, and 8" PVCs in Closed 11th Street and in Closed C Street
      f. Water lines, manholes and meters in Closed C street and in Closed 11th Street
      g. Communication manholes and telecommunications lines in Closed C Street and in Lot 806 in Square 324

   4. Utility lines and structures lying within the bed of C Street, closed per plat recording in Subdivision Book 207 at page 138 among the records of the Surveyor's Office at the District of Columbia, and rights of the owners thereto. (Affects Part A only).

   5. Covenants, conditions, terms and easements in that certain Declaration of Covenants dated May 9, 2013, by the United States of America, acting by and through the Administrator of General Services and authorized representatives, for the benefit of the District of Columbia, a municipal corporation, recorded May 29, 2013 as Instrument No. 2013061879.

   6. Tenant's performance of the obligations, covenants, restrictions, conditions, rent and lease term affecting the Tenant's right to use and occupancy of the Land, and Landlord's reserved rights in and to the reversionary estate in the Title to the Land all as expressly set forth in the Lease and subject to the terms thereof, and

      Access rights of the public and the GSA in the leased premises, and retained rights of the National Park Service in the Clock Tower, all as expressly set forth in the Lease and subject to the terms thereof.

For the avoidance of doubt, the following title exceptions that may be listed on Tenant's title insurance policy shall not be considered Title Exceptions and Landlord shall not be in default under this Lease and shall have no obligations hereunder for failing to remove any of the following from Tenant's title policy as of Exclusive Possession:

A. Loss or damage which may be sustained by reason of the failure of a Memorandum of Lease to be property recorded among the Land Records of the District of Columbia, including but not limited to liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Commencement Date but prior to the date the Lease or Memorandum thereof conveying a leasehold estate to Tenant is recorded in the Land Records of the District of Columbia; unless caused by Landlord, in which case this exception would fall under Exhibit E-2.

II. For the parcels described on Exhibit P (the "Pennsylvania Avenue Parcels"):

1. Taxes subsequent to March 3, 2014, which is a lien not yet due and payable.

2. Tenant's performance of the obligations, covenants, restrictions, conditions, rent and lease term affecting the Tenant's right to use and occupancy of the Land, and Landlord's reserved rights in and to the reversionary estate in the Title to the Land all as expressly set forth in the Lease, and subject to the terms thereof, and

   Access rights of the public and the GSA in the leased premises, all as expressly set forth in the Lease and subject to the terms thereof.

3. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by A. Morton Thomas and Associates, Inc. on December 23, 2013 designated Drawing Number V 101 00:

   a. Vaults (as to Part 2)
   b. Unknown manhole and unknown valve (as to Part 2)
   c. Electric manholes (as to Part 2) and electric lines (as to Part 1)
   d. 8" water lines (as to Part 2)
   e. Siamese connection (as to Part 2)
   f. Storm drain manhole and inlet (as to Part 1)
   g. 8" sanitary lines (as to Part 2)
   h. Traffic signal pole (as to Part 1)
   i. Clean outs (as to Part 1)
   j. Light pole with arm (as to Part 1) and lamp posts (as to Parts 1 and 2)
   k. Fire hydrants (as to Part 2)

4. Rights of the public to access the sidewalk located on the Land.

5. Provisions set forth in paragraphs 1, 2 and 3, and the final paragraph, in each case, on page 3, of the Statement of Jurisdiction and Declaration of Covenants Regarding Exercise of Jurisdiction

Over Two Parcels of Land Generally Bordered by Pennsylvania Avenue and Adjacent to the Old Post Office, Washington, DC.

FOURTH AMENDMENT TO GROUND LEASE

THIS FOURTH AMENDMENT TO GROUND LEASE (this "Amendment") is executed and effective as of the 6th day of November, 2014, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (together with its permitted successors under the Lease, "Landlord"), and TRUMP OLD POST OFFICE LLC, a Delaware limited liability company (together with its permitted successors under the Lease, "Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into a Ground Lease, dated as of August 5, 2013 (the "Original Lease"), a First Amendment to Ground Lease, dated as of March 3, 2014 (the "First Amendment"), a Second Amendment to Ground Lease, dated as of May 30, 2014 (the "Second Amendment"), and a Third Amendment to Ground Lease, dated as of August 5, 2014 (the "Third Amendment") (the Original Lease, as amended by the First Amendment, the Second Amendment, and the Third Amendment shall be defined as the "Lease").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises of the parties, the parties hereto agree to amend the Lease as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Lease or the Work Agreement, as applicable.

2. Section 15.5(e).

The following paragraph shall be added to the Lease as Section 15.5(e): "Notwithstanding anything in the Lease or the Work Agreement to the contrary, all work related to areas to be leased by Space Tenants shall follow the procedures outlined in the Work Agreement for Design Changes; provided, however, that with respect to work related to Space Tenants, the fifteen (15) day period referenced in Section 5.3 of the Work Agreement shall be a twenty-one (21) day period in lieu of a fifteen (15) day period."

3. Counterparts and Signature Pages.

This Amendment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Amendment.

4. Effectiveness.

Except as hereinabove otherwise provided, the Lease is in full force and effect and unmodified and all of its terms, covenants and conditions shall continue in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD

UNITED STATES OF AMERICA, acting by and through the Administrator of General Services

TENANT

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company

SECOND AMENDMENT TO GROUND LEASE

THIS SECOND AMENDMENT TO GROUND LEASE (this "Amendment") is executed and effective as of the 30th day of May, 2014, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (together with its permitted successors under the Lease, "Landlord"), and TRUMP OLD POST OFFICE LLC, a Delaware limited liability company (together with its permitted successors under the Lease, "Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into a Ground Lease, dated as of August 5, 2013 (the "Original Lease") and a First Amendment to Ground Lease dated as of March 3, 2014 (the "First Amendment", the Original Lease, as amended by the First Amendment, the "Lease").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises of the parties, the parties hereto agree to amend the Lease as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Lease.

2. Section 18.4.

The penultimate sentence of Section 18.4 is hereby deleted in its entirety and replaced with the following:

""Mortgagee Excused Defaults" shall mean (i) Events of Default that arose prior to a Mortgagee Trigger Event and which are not required to be cured by a Leasehold Mortgagee under this Article 18 and (ii) the following defaults: the commencement of a Bankruptcy Action by or against Tenant or the insolvency of Tenant, breaches of this Lease that are personal to Tenant and not susceptible of cure by a third party (e.g., breach of transfer provisions) and obligations of Tenant to satisfy or discharge any lien, charge, or encumbrance against Tenant's interest in the Lease or the Premises junior in priority to the lien of the Leasehold Mortgage, to the extent extinguished with such foreclosure."

3. Section 18.8.

The first sentence of Section 18.8 is hereby deleted in its entirety and replaced with the following:

"If, prior to the expiration of the stated Term, this Lease shall terminate for any reason, or be rejected or disaffirmed pursuant to the Bankruptcy Code or other law affecting creditors' rights, then Landlord shall give Notice to Mortgagee that the Lease has terminated, and any Leasehold Mortgagee (for itself or its designee) shall have the right, exercisable by written notice to Landlord at least five (5) days after receipt of written notice from Landlord that the Lease has terminated, to elect to enter into a new written lease of the Premises with Landlord."

4. Section 24.1.

The clause in the first sentence of Section 24.1 that reads "Subject to the provisions of Articles 22 and 23," is hereby deleted in its entirety and replaced with the following:

"Subject to the provisions of Section 18.8 and Articles 22 and 23,"

5. Counterparts and Signature Pages.

This Amendment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Amendment.

6. Effectiveness.

Except as hereinabove otherwise provided, the Lease is in full force and effect and unmodified and all of its terms, covenants and conditions shall continue in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD

UNITED STATES OF AMERICA, acting by and through the Administrator of General Services

TENANT

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company

THIRD AMENDMENT TO GROUND LEASE

THIS THIRD AMENDMENT TO GROUND LEASE (this "Amendment") is executed and effective as of the 5 day of August, 2014, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (together with its permitted successors under the Lease, "Landlord"), and TRUMP OLD POST OFFICE LLC, a Delaware limited liability company (together with its permitted successors under the Lease, "Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into a Ground Lease, dated as of August 5, 2013 (the "Original Lease"), a First Amendment to Ground Lease, dated as of March 3, 2014 (the "First Amendment"), and a Second Amendment to Ground Lease, dated as of May 30, 2014 (the "Second Amendment") (the Original Lease, as amended by the First Amendment and the Second Amendment, shall be defined as the "Lease").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises of the parties, the parties hereto agree to amend the Lease as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Lease.

2. The definition of "IP Rights (Landlord)" is hereby deleted in its entirety and replaced with the following: "'IP Rights (Landlord)' shall, solely for purposes of this Lease and without prejudice to Landlord's claim of existing rights, mean all of Landlord's rights to trademarks, trade name, service marks, domain names and related intellectual property rights associated with the Premises and the image or likeness of all or any part of the exterior and interior of the Premises, in each case, other than (w) the intellectual property rights in the trademarks OLD POST OFFICE™ and POST OFFICE™, (x) any signage of Tenant, (y) any Trump IP and (z) any Tenant Affiliate IP."

3. Section 9.3(c). Section 9.3(c) is hereby deleted in its entirety and replaced with the following: "Intentionally deleted."

4. Section 9.3(d). Section 9.3(d) is hereby deleted in its entirety and replaced with the following:

> "Landlord has not acquired and will not acquire by reason of this Lease or any other reason any ownership interest in, or any goodwill related to, the Tenant Affiliate IP or the Trump IP. Landlord recognizes Tenant's sole and exclusive ownership of all rights in the Tenant Affiliate IP and the Trump IP. All rights in and arising from the Tenant Affiliate IP and the Trump IP are reserved to Tenant. Except for "fair use" in accordance with Applicable Laws, Landlord agrees that it will not use the Tenant

Affiliate IP or the Trump IP without Tenant's consent which may be withheld in Tenant's sole discretion. Landlord further recognizes the great value of the goodwill associated with the Tenant Affiliate IP and the Trump IP, and acknowledges that the foregoing and all rights therein and goodwill pertaining thereto belong exclusively to Tenant, and that each has a secondary meaning in the mind of the public. Landlord further recognizes that all goodwill associated with all uses of the Tenant Affiliate IP and the Trump IP shall inure directly and exclusively to Tenant (or the applicable Affiliate of Tenant or Trump Affiliate); provided, however, and for avoidance of doubt, Proceeds from Sale or Refinancing may include an allocation to goodwill to the extent sold or financed. Each and every part of the Tenant Affiliate IP and the Trump IP and all applications and registrations therefor, is, and is to be, the sole property of Tenant (or the applicable Affiliate of Tenant or the Trump Affiliate). Landlord will not register nor attempt to register the Tenant Affiliate IP or the Trump IP, or any mark similar thereto, alone or with any other word, or in any derivations or phonetic equivalents thereof, as a name, trademark, trade name, service mark, domain name or otherwise.

5. Counterparts and Signature Pages.

This Amendment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Amendment.

6. Effectiveness.

Except as hereinabove otherwise provided, the Lease is in full force and effect and unmodified and all of its terms, covenants and conditions shall continue in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD

UNITED STATES OF AMERICA, acting by and through the Administrator of General Services

TENANT

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company

Trump Old Post Office LLC

725 Fifth Avenue, 26th Floor
New York, New York 10022

(b) (6) [redacted]

September 2, 2016

VIA FEDERAL EXPRESS

Mr. Travis Lewis
FOIA Program Manager
U.S. General Services Administration
1800 F. Street, Northwest
Washington, DC 20405

Re: Freedom of Information Act Request Nos. 2016-001019; 2016-001018; 2016-001016 and 2016-000950

Dear Mr. Lewis:

I am in receipt of your letter dated as of August 25, 2016 in which you notified myself and Mr. (b) (6) [redacted] that the U.S. General Services Administration (the "GSA") has received certain requests (collectively, the "Requests") under the Freedom of Information Act ("FOIA") seeking disclosure of certain information, all as more explicitly set forth in your letter. The documents that you have identified as responsive to the Requests are referred to herein collectively as the "Requested Documents." These Requested Documents all relate to that certain Ground Lease by and between the United States of America, acting by and through the GSA, and Trump Old Post Office LLC ("Trump") dated as of August 5, 2013 (as amended from time to time, the "Lease").

This response is intended to address only the appropriateness of the disclosure of the Requested Documents. The fact that this response does not address any other documents that may be held by the GSA is not, and should not be interpreted to be, an admission that the disclosure of any other such document is appropriate under FOIA rules and policy. Should the GSA make any subsequent determination that additional documents or materials held by the agency are subject to the scope of the Requests, Trump respectfully requests that the GSA provide Trump with a separate notification of such determination, including copies of such documents, and that Trump be afforded an opportunity to address the appropriateness of disclosure of any such documents prior to any disclosure.

As demonstrated by Trump herein, some of the information contained in the Requested Documents is exempt from disclosure by the GSA pursuant to FOIA Exemption 4[1] and the Trade

[1] 5 U.S.C. § 552(b)(4) ("FOIA Exemption 4").

Secrets Act.[2] The information that is exempt from disclosure is referred to herein collectively as the "Protected Materials." This response provides the basis for exemption of the Protected Materials and the reasons why the Requests should be denied as to the Protected Materials.[3]

The Protected Materials exempt from disclosure pursuant to FOIA Exemption 4 include the following:

- Detailed financial information as to the breakdown of costs by category, and the supporting detail for each category of such costs incurred by Trump in connection with its renovation of the premises (the "Premises") which are the subject of the Lease (such renovation, the "Project").

For your convenience, Trump has included: (1) as Attachment A hereto a package that is comprised of those pages of the Requested Documents the disclosure of which Trump does not object to and (2) as Attachment B hereto a package that is comprised of those pages of the Requested Documents, with the Protected Materials redacted therefrom. The GSA may provide the full set of the documents in Attachment A and the redacted pages in Attachment B directly to the requestor. In the event, however, that the GSA disagrees with Trump's redactions of the Protected Materials attached as Attachment B, Trump hereby respectfully requests that the GSA provide Trump with notice of such disagreement prior to disclosing the Protected Materials in order to provide Trump with the opportunity to pursue appropriate relief, including the filing of a "reverse FOIA" action.[4]

I. The Protected Material Are Exempt from Disclosure under FOIA Exemption 4

The Protected Materials are exempt from disclosure under FOIA Exemption 4, which prohibits disclosure of "trade secrets and commercial or financial information obtained from a person and privileged or confidential."[5]

In *National Parks and Conservation Association v. Morton*, the D.C. Circuit Court of Appeals established that, under FOIA Exemption 4, if provided to the Government involuntarily, "[c]ommercial or financial matter is 'confidential' . . . if disclosure of the information is likely . . . either . . . (i) to impair the Government's ability to obtain necessary information in the future; or (ii) to cause substantial harm to the competitive position of the person from whom the information was obtained."[6] If such information was voluntarily provided, however, it is considered

---

[2] 18 U.S.C. § 1905.

[3] Specifically, Trump demonstrates that: (a) the Protected Materials are comprised of commercial and/or financial information of Trump; (b) the Protected Materials are not currently available to the public in any substantially similar form and are confidential under FOIA Exemption 4 because (i) disclosure of such materials would cause substantial harm to the competitive position of Trump, and/or (ii) disclosure of such material in this case would impair the Government's efforts to obtain similar information in the future from other parties; and (c) these is no compelling public interest favoring disclosure of the Protected Materials.

[4] *See* 5 U.S.C. §§ 701-06 (2000); see, *e.g., CC Distribs. v. Kinzinger*, No. 94-1330, 1995 WL 405445 at *2 (D.D.C. June 28, 1995) (confirming the right of a party to challenge an agency's decision to release information under APA).

[5] 5 U.S.C. § 552 (b)(4); *see also* 43 C.F.R. Appendix E to Part 2.

[6] *National Parks and Conservation Ass'n v. Morton*, 498 F.2d 765, 770 (D.C. Cir. 1974) (footnotes omitted).

"confidential" for purposes of FOIA Exemption 4 if it is the kind that would customarily not be released to the public by the submitter.[7] As demonstrated below, the redacted information comprising the Protected Materials is commercial and/or financial information of Trump, which Trump maintains in confidence and is thus exempt from disclosure.

A. Information Contained in the Protected Materials is Commercial and/or Financial Information of Trump

Review of the Protected Materials confirms that the Protected Materials constitute confidential commercial and/or financial information of Trump.

First, the financial nature of certain of the Protected Materials is obvious. Trump's breakdown and detail of the costs associated with the Project clearly constitute confidential financial information of Trump. Trump's breakdown and detail of the costs associated with the Project are internally prepared by Trump and include the results of extensive planning, bidding, cost and project management and negotiation. Such information thus reflects Trump's intensive efforts to obtain the best prices for all materials and labor expended in connection with the Project and to manage the administration of such as carefully as possible, which Trump does not disclose to the public because such information provides insight into Trump's business practices in undertaking the Project.

Given that "commercial" information under FOIA Exemption 4 is construed broadly to include any information in which the submitter has a commercial interest, the Protected Materials also properly are characterized as "commercial" in nature.[8] Specifically, the Protected Materials, which Trump does not disclose to the public, provide a detailed view of Trump's renovation costs, insurance costs, tenant allowances, brokerage commissions as well as other categories of expenditures. The Protected Material also reveals Trump's internally-developed and confidential methodologies and processes relating to Trump's performance of the Project and the business of renovating a commercial. The Protected Materials thus properly are characterized as "commercial" in nature.

The confidential Protected Materials therefore are within the scope of what is to be protected from disclosure pursuant to FOIA Exemption 4, and in accordance with applicable regulations and guidance.[9] Furthermore, disclosure of such confidential information would cause substantial harm

---

[7] *Critical Mass Energy Proj. v. Nuclear Regulatory Comm'n*, 975 F.2d 871, 874 (D.C. Cir. 1992) (*en banc*), *cert. denied*, 507 U.S. 984 (1993).

[8] *See Public Citizen Health Research Group v. FDA*, 704 F.2d 1280, 1290 (D.C. Cir. 1983).

[9] *See* 32 C.F.R. § 1700.10 (discussing restrictions on disclosure of "business information"); FOIA guidance issued by other Government agencies also expressly recognizes that proprietary and commercial or financial information received in confidence in connection with a solicitation or contract qualifies as FOIA Exemption 4 material. *See, e.g.*, "U.S. Department of the Interior "Freedom of Information Act Handbook (383 DM 15)," § 5.6(H) (noting examples of commercial or financial information found to be properly withheld under FOIA Exemption 4, including, among other things: (i) performance, cost and equipment information; (ii) labor costs, profit margins, and competitive vulnerability; and (iii) approach and methodology for accomplishing work set forth in the solicitation; "U.S. General Services Administration Freedom of Information Act Annual Report – Fiscal Year 2008," § II, p. 2 (identifying "technical designs," "names of consultants and subcontractors," "details of production or quality control systems information" and "internal operating procedures and staffing patterns" as examples of proprietary business information that may be protected under FOIA Exemption 4).

to the competitive position of Trump and impair the Government's efforts to obtain similar information in the future.

B. The Protected Materials Are "Confidential"

The Protected Materials also properly are characterized as "confidential." In *National Parks and Conservation Association v. Morton*, a two-part test was established for exemption under FOIA Exemption 4, where the information at issue was provided to the Government involuntarily:

> [c]ommercial or financial matter is 'confidential' . . . if disclosure of the information is likely . . . either . . . (i) to impair the Government's ability to obtain necessary information in the future; or (2) to cause substantial harm to the competitive position of the person from whom the information was obtained.[10]

As demonstrated below, assuming that the Protected Materials were required to be submitted by Trump in connection with the Lease, the information contained in the Protected Materials is "confidential" under the *National Parks* standard.[11]

In addition, the Protected Materials are precisely the kind of information that Trump customarily does not release to the public. Trump takes all commercially necessary steps to prevent such information from being disclosed to the public. It is the practice of Trump to limit access to information such as that contained in the Protected Materials to only a limited number of third parties with whom Trump has a formal business relationship and who have executed a non-disclosure agreement, and then only to the extent necessary to permit such third parties to accomplish specified limited objectives.

1. Disclosure of the Protected Material Would Cause Substantial Harm to the Competitive Position of Trump

Under FOIA Exemption 4, documents will not be disclosed where the submitter can demonstrate the existence of "actual competition and a likelihood of substantial competitive Injury" resulting from disclosure.[12] Both of these facts are present with respect to Trump and the Protected Materials.

The Premises are located in Washington, DC and are being redeveloped into a hotel by Trump. According to Destination DC, a private, non-profit corporation with a membership of 850 businesses and organizations that support the Washington, DC travel and tourism sector, there are

---

[10] *National Parks and Conservation Ass'n v. Morton*, 498 F.2d 765, 770 (D.C. Cir. 1974) (footnotes omitted).

[11] Thus, if the GSA instead considers that the information at issue was voluntarily provided by Trump rather than required to be submitted under the terms of the Lease, the Protected Materials still are not be subject to disclosure pursuant to FOIA Exemption 4. Under *Critical Mass Energy Project v. Nuclear Regulatory Commission*, 975 F.2d 871, 874 (D.C. Cir. 1992) (*en banc*), *cert. denied*, 507 U.S. 984 (1993), information that is voluntarily provided is considered "confidential" for purposes of FOIA Exemption 4 if it is the kind of information that customarily would not be released to the public by the submitter. Such is the case with the Protected Materials.

[12] *CNA Fin. Corp. v. Donovan*, 830 F.2d 1132, 1152 (D.C. Cir. 1987), *cert. denied*, 485 U.S. 977 (1988).

approximately 126 properties with 30,665 hotel rooms located in Washington, DC.[13] There are 24 properties with 5,075 rooms currently in the construction pipeline in Washington, DC that are expected to be delivered in 2016 and beyond, including 10 that are currently under construction.[14] Given these market factors, it is clear that Trump is subject to substantial competition, both in completing the Project given the incredible demand for construction related services and in operating the hotel.

Given the substantial competition to which Trump is subject, disclosure of the Protected Materials would cause irreparable injury and substantial harm to Trump's competitive position. The information contained in the Protected Materials is extremely commercially sensitive, and is an integral part of the internal cost management strategies that Trump employs in order to make the Project a successful one. Disclosure of the Protected Materials would make available to Trump's competitors an enormous amount of proprietary information about how Trump prices, structures and implements its construction activities, and thus would cause irreparable harm to Trump. Accordingly, the Protected Materials properly are exempt from disclosure under FOIA Exemption 4.[15]

Specifically, disclosure of the Protected Materials comprising Trump's exact breakdown and detail of the costs associated with the Project would cause substantial harm to Trump's competitive position by providing competitors with proprietary commercial and financial information giving them insight into Trump's pricing that is not otherwise available to the public. As an example, the Protected Materials contain the cost of Trump's current insurance program premiums. Were Trump to seek competitive bids from other insurance providers in an attempt to reduce its insurance program costs at some time in the future, those insurance providers could reference the costs in the Protected Materials (were they to be disclosed) and they would know exactly how much Trump has been paying and bid a de minimis amount below that to try and win the business, thus appearing to be competitive but actually eliminating any savings Trump could have realized had the Protected Materials been kept confidential. Such information therefore properly is exempt from disclosure under FOIA Exemption 4.

---

[13] https://washington.org/DC-information/washington-dc-fact-sheet

[14] *See above.*

[15] *See, e.g., Canadian Commercial Corp. v. Department of the Air Force*, 514 F.3d 37, 43 (D.C. Cir. 2008) (cost and pricing information, including line-item/unit pricing, involuntarily submitted by contractors fell within FOIA Exemption 4 pertaining to confidential commercial or financial information); *McDonnell Douglas Corp.*, 375 F.3d at 1191 (disclosure of vendor pricing CLINs was likely to cause provider substantial competitive harm); *Grine v. Coombs*, 214 F.R.D. 312, 333 (W.D. Pa. 2003) (discussing prior memorandum opinion in case in which court found contractor's labor rates and key personnel exempt from disclosure under FOIA Exemption 4), *aff'd*, 98 Fed. Appx. 178 (3d Cir. 2004), *cert. denied*, 544 U.S. 922 (2005); *Goldstein v. Interstate Commerce Comm'n*, 1984 WL 3228 at *3 (D.D.C. July 20, 1984) (involuntarily submitted confidential price, volume and scheduling data properly withheld under FOIA Exemption 4); *Timken Co. v. United States Customs Serv.*, 491 F. Supp. 557, 560 (D.D.C. 1980) (revealing terms of sales, as well as quantities, prices, and discount formulas, would threaten competitive injury); U.S. Department of Justice, *The Freedom of Information Act Guide* ("*DOJ FOIA Guide*"), at 359, n.17 (Mar. 2007) (citing *RMS Indus. v. DOD*, No. C-92-1545, slip op. at 3, 6 (N.D. Cal. Nov. 24, 1992) (finding names and background of key employees and suppliers "descriptions of equipment and the names of contacts, customers, key employees, and subcontractors" to be "commercial or financial information" that is exempt from disclosure under FOIA Exemption 4); and citing *BDM Corp. v. SBA*, 2 Gov't Disclosure Serv. (P-H) ¶ 81,189, at 81,495 (D.C. Mar. 20, 1981) (finding names of consultants and subcontractors, and performance, cost, and equipment information to be "commercial or financial information" that is exempt from disclosure under FOIA Exemption 4)).

The Protected Materials thus provide proprietary insight into Trump's business. Such proprietary and competitively sensitive information is variable from developer to developer and other competitors and therefore would be extremely valuable to such competitors wishing to implement Trump's successful performance strategies. This information is competitively sensitive also because it could be used by a contractors that seek to eliminate cost savings Trump could realize by strategically increasing their pricing to precisely the amounts that Trump has shown willingness to spend on such items or similar categories of items. Trump has decades of hard-won experience in renovating properties and disclosure of the Protected Materials would improperly reveal Trump's internally-developed methods to its competitors. Further, such information could be used by sophisticated third parties to reverse engineer, or at least reasonably estimate, significant details regarding Trump's pricing of the space in the Premises which it intends to sublease. As an example, the Protected Materials contain the cost Trump has spent on Retail Leasing Commissions for space in the Premises that Trump has subleased. Were this information to be released, the third parties that are currently in negotiations with Trump to sublease other space in the Premises could use such data to calculate exactly how much rent per square foot the existing tenants are paying Trump and use such information to leverage a similar rent in their negotiations, thereby eliminating the possibility that Trump would have been able to achieve a higher rent through negotiations.

In that regard, Trump's breakdown and detail of the costs associated with the Project are the principal building blocks of Trump's competitive pricing and performance approaches. A competitor who learns such information will learn exactly what cost basis a successful developer uses in budgeting a renovation project and future vendors and services provider to Trump will know exactly how what price Trump will accept in negotiations for certain services.[16]

Disclosure of the Protected Materials would make such information available to Trump's competitors upon request,[17] and would result in unacceptable anticompetitive effects, such as (i) enabling vendors and service providers to underbid Trump for future contracts;[18] (ii) generally enabling competitors to improve their business and technical approaches by taking advantage of the unique skills, techniques and experience developed by Trump revealed through the Projected Materials; and (iii) assisting Trump's competitors in unfairly gaining a competitive advantage over, or at least parity with, Trump. Permitting Trump's competitors to unfairly obtain such windfalls would be in stark contrast to the laudable public policy goals generally served by the FOIA.[19]

---

[16] *See, e.g.*, *McDonnell Douglas Corp.*, 375 F.3d at 1191 (disclosure of vendor pricing CLINs was likely to cause provider substantial competitive harm); *McDonnell Douglas Corp. v. National Aeronautics and Space Admin.*, 180 F.3d 303, 306-07 (D.C. Cir. 1999) (concluding that line item prices were "confidential commercial or financial information" and finding to be "indisputable" the plaintiff's arguments that release would cause the plaintiff competitive harm in that release "would permit [the plaintiff's] commercial customers to bargain down ('ratchet down') its prices more effectively[, and] help its domestic and international competitors to underbid it"), *reh'g en banc denied*, No. 98-5251 (D.C. Cir. Oct. 6, 1999).

[17] *See General Motors Corp. v. Marshall*, 654 F.2d 294, 300 n.16 (4th Cir. 1981) (an agency must assume that "any document disclosed under the FOIA will eventually and inevitably find its way into the possession of the submitter's competitors") (citation omitted).

[18] *See, e.g.*, *McDonnell Douglas Corp.*, 180 F.3d at 306-07; *MCI Worldcom, Inc. v. GSA*, 163 F. Supp. 2d 28, 35 (D.D.C. 2001).

[19] *See Worthington Compressors, Inc. v. Costle*, 662 F.2d 45, 51 (D.C. Cir. 1981) ("Because competition in business turns on the relative costs and opportunities faced by members of the same industry, there is a

In light of the above, Trump respectfully submits that it would be patently contrary to the public interest, and inconsistent with the purposes of the FOIA, if the confidential and proprietary financial and commercial information submitted to the GSA by Trump was used by a competitor to improve its competitive position and harm Trump's business interests. Accordingly, the Requests should be denied as to the Protected Materials.

2. Disclosure of the Protected Materials Would Impair the Government's Efforts to Obtain Similar Information in the Future

In determining whether requested materials are properly withheld under the "impairment" prong of *National Parks*, it must be established that:

> If such materials are routinely disclosed, it is likely that voluntary assistance in providing [such] information in the future will diminish. . . . Furthermore, if the [Government] were forced to issue or litigate compulsory orders or to impose sanctions to obtain the materials, both the quality and amount of [such] information . . . would likely diminish.[20]

As part of the negotiation of the Lease, to give the GSA confidence that there would be a significant equity contribution made towards the Project, Donald J. Trump executed a guaranty in favor of the GSA (the "Guaranty"). The execution and delivery of this Guaranty represented a significant achievement for the GSA because through this document they received assurances that the Project would be supported by a significant capital source. This Guaranty became null and void upon documentation of the contribution of equity to the Project in the amount of $40,000,000. Surely, the receipt of such a significant financial assurance as was provided through the Guaranty is something that the GSA would like to obtain in all of its leases and contracts.

However, if the GSA authorizes the release of the Protected Materials – thereby making such material available to the general public, including Trump's competitors – future contractors from whom the GSA would like to receive guaranteed financial assurances like the Guaranty would be much less likely to provide to the GSA such guaranteed financial assurances in connection with their projects if the release from such guaranteed financial assurances would require the disclosure of the detailed business operations of such contractor. It is highly unlikely that future contractors would be willing to offer guaranteed financial assurances that do not have a cap of some sort, but if demonstrating that such a cap has been reached will required the disclosure of confidential financial information, the GSA can be assured that contractors will not be willing to offer guaranteed financial assurances at all. This will result in deals falling apart as the GSA pushed for financial assurances while contractors try to protect their confidential business information. This is precisely the type of chilling effect that FOIA Exemption 4 is designed to avoid and demonstrates

---

potential windfall for competitors to whom valuable information is released under FOIA. If those competitors are charged only minimal FOIA retrieval costs for the information, rather than the considerable costs of private reproduction, they may be getting quite a bargain. Such bargains could easily have competitive consequences not contemplated as part of FOIA's principal aim of promoting openness in government.").

[20] "*J. David Stoner on Request for Inspection of Records,*" Memorandum Opinion and Order, 5 FCC Rcd 6458, ¶ 12 (1990).

that the Protected Materials are indeed "confidential" under the "impairment" prong of the *National Parks* test.

C. There Is No Compelling Countervailing Public Interest Favoring Disclosure of the Protected Materials

Trump also respectfully submits that there is no compelling countervailing public interest that would be served by the disclosure of the Protected Materials. Given the potentially substantial anti-competitive results of disclosure, the interest in disclosure represented by the Requests is insufficiently compelling to rise to the level of a countervailing public interest that would be served by disclosure of the Protected Materials.

II. Conclusion

Based on the above discussion, the Protected Materials should not be disclosed. To do so would be very damaging to Trump, would impair the Government's efforts to obtain similar information in the future, and would serve no compelling public interest.

Trump respectfully requests that the GSA permit Trump to review and comment upon any additional documents that the GSA identifies as responsive to the Requests prior to their release to the Requester, and reserves the right to supplement this response accordingly.

Finally, Trump requests ten (10) business days advance notice prior to any disclosure of the Protected Material so that Trump may have the opportunity to challenge the release in an appropriate judicial action.

If any further information is required, or if any additional questions arise with respect to this matter, please do not hesitate to contact the undersigned.

Respectfully submitted,

(b) (6) [redacted]

Cc:
Via email and Federal Express:
Ms. Toni L. Slappy (toni.slappy@gsa.gov)

Via email:
Mr. Timothy Tozer (timothy.tozer@gsa.gov)
Mr. Jeffrey Hysen (jeffrey.hysen@gsa.gov)

ATTACHMENT A

Trump Old Post Office LLC

725 Fifth Avenue, 25th Floor
New York, NY 10022

July 2, 2015

VIA FEDEX

United States General Services Administration
Portfolio Management - Suite 7600
7th & D Streets, S.W.
Washington, D.C. 20407
Attention: Kevin Terry

Re: Guaranty (the "Guaranty"), dated as of August 5, 2013, made by Donald J. Trump ("Guarantor") in favor of the United States of America, acting by and through the Administrator of General Services ("Landlord")[1]

Ladies and Gentlemen:

In accordance with Section 7(a) of the Guaranty, please be advised that as of May 31, 2015 approximately (b) (4) [redacted] dollars ($(b) (4) [redacted]) has actually been paid from Tenant (from Equity Contributions to Tenant) or Guarantor toward the Project Costs (and not funded by the Construction Loan or other Debt), which such amount includes (b) (4) [redacted] dollars ($(b) (4) [redacted]) of hard costs. Please countersign where indicated below to acknowledge and agree that the Guaranty and the obligations of Guarantor thereunder are irrevocably terminated and of no further force and effect from and after the date hereof.

Very truly yours,

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company

By: _____
Name: Donald J. Trump
Title: President

Acknowledged and Agreed:

UNITED STATES OF AMERICA,
acting by and through the Administrator of General Services

(b) (6) [redacted]

By: _____
Name:
Title: Kevin M. Terry
Contracting Officer

Cc: United States General Services Administration

[1] Capitalized terms used but not defined herein have the respective meaning given to them in the Guaranty

Office of Regional Counsel, Suite 7048
7th & D Streets, S.W.
Washington, D.D. 20407
Attn: Regional Counsel

Reno & Cavanaugh PLLC
455 Massachusetts Avenue, NW, Suite 400
Washington, DC 20001
(b) (6)
[redacted]

RESIG

622 Third Avenue
33rd Floor
New York, NY 10017
Website: www.resig.com

Phone: (212) 949-1373
Toll Free: (877) 677-1999
Fax: (212) 818-1161
Email: info@resig.com

June 25, 2015

United States General Services Administration
Portfolio Management – Suite 7600
7th & D Streets, S.W.
Washington, D.C. 20407
Attention: Kevin Terry

Re: Trump Old Post Office LLC[1]

Dear Mr. Terry:

We are the accounting firm for Trump Old Post Office LLC and have been asked to confirm the below with regard to Trump Old Post Office LLC ("Tenant").

As of May 31, 2015, the amount of $(b) (4) [redacted] has actually been paid from Tenant (from Equity contributions to Tenant) or Guarantor toward the Project Costs (and not funded by the Construction Loan or other Debt). This amount is comprised of $(b) (4) [redacted] of hard costs and $(b) (4) [redacted] of soft costs. For the avoidance of doubt, not more than $(b) (4) [redacted] of the $(b) (4) [redacted] spent on soft costs has been counted towards reaching the $(b) (4) [redacted] amount required to terminate the Guaranty in accordance with Section 7(a) of the Guaranty.

Very truly yours,

Real Estate Systems Implementation Group, LLC

Real Estate Systems Implementation Group, LLC

[1] Capitalized terms used but not defined in this letter have the meaning given to them in the Guaranty dated as of August 5, 2013 (the "Guaranty"), made by Donald J. Trump ("Guarantor") in favor of the United States of America, acting by and through the Administrator of General Services ("Landlord").

CERTIFICATE OF FINANCIAL STATUS

TRUMP OLD POST OFFICE LLC ("Tenant") and Donald J Trump ("Guarantor") hereby certify that:

As of this 5th day of August, 2013, (i) Guarantor's financial status has not significantly changed from that financial status evidenced in the Proposal of Trump Old Post Office, LLC (dated July 20, 2011) in Response to Request for Proposal, U.S. General Services Administration, Redevelopment of the Old Post Office Building, Washington, D.C., Trump International Hotel, Old Post Office Building, Washington, D.C., (ii) Guarantor's Unencumbered Liquid Net Worth exceeds the Guaranty Amount, and (iii) Guarantor satisfies the Net Worth Threshold and the Liquid Assets Threshold as defined in the Bad Acts Guaranty.

TRUMP OLD POST OFFICE LLC
a Delaware limited liability company

By: _____
Name: Donald J. Trump
Title: President

_____
DONALD J. TRUMP, individually

CERTIFICATE OF FINANCIAL STATUS

DONALD J. TRUMP, an individual ("**Guarantor**"), hereby certifies that, as of this 19th day of August 2016, Guarantor's financial status has not adversely changed from that financial condition evidenced in the Proposal of Trump Old Post Office, LLC (dated July 20, 2011) in Response to Request for Proposal, U.S. General Services Administration, Redevelopment of the Old Post Office Building, Washington, D.C., Trump International Hotel, Old Post Office Building, Washington, D.C.

DONALD J. TRUMP, an individual

ATTACHMENT B

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

Trump Old Post Office LLC

725 Fifth Avenue, 25th Floor
New York, NY 10022

March 12, 2014

United States General Services Administration
Portfolio Management - Suite 7600
7th & D Streets, S.W.
Washington, D.C. 20407
Attention: Kevin Terry

Re:Ground Lease (the "Lease"), dated as of August 5, 2013, between the United States of America, acting by and through the Administrator of General Services ("Landlord") and Trump Old Post Office ("Tenant")

Dear Kevin:

This letter shall confirm that Tenant's right to terminate the Lease pursuant to Section 4.4(a) shall be extended from March 12, 2014 to 6:00 p.m. (New York Time) on March 14, 2014.Tenant may send such termination notice via e-mail. This letter may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this letter.

Very truly yours,

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company

(b) (6) [redacted]

B[redacted]
Name: Ivanka Trump
Title: Executive Vice President

ACKNOWLEDGED BY:

UNITED STATES OF AMERICA, acting by
and through the Administrator of General Services

By:_____
Name: Kevin Terry
Title: Senior Realty Contracting Officer

SCHEDULE 1

LEASED PREMISES

[FOLLOWS THIS COVER PAGE]

LEGAL DESCRIPTION - PART A
A&T LOT 802 - SQUARE 323
A&T LOTS 808 & 809 - SQUARE 324

BEING ALL OF ASSESSMENT AND TAXATION (A&T) LOT 802 IN SQUARE 323 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 6, 2013, SAID LOT 802 HAVING BEEN CREATED BY COMBINING FORMER A&T LOT 800 AS SHOWN ON A & T TRACING 323 AND PART OF C STREET, N.W. CLOSED AS SHOWN ON A PLAT OF SUBDIVISION RECORDED JULY 2, 2013 AND REVISED JULY 19, 2013 IN SUBDIVISION BOOK 207 AT PAGE 136, BOTH ON FILE IN THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA AND A&T LOTS 808 AND 809 IN SQUARE 324 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 6, 2013; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS IN THE MERIDIAN OF THE DISTRICT OF COLUMBIA SURVEYOR'S OFFICE:

BEGINNING AT A POINT AT THE NORTHWEST CORNER OF SQUARE 323 AS SHOWN IN ORIGINAL RECORD OF SQUARES BOOK 2 AT PAGE 323 RECORDED IN THE SAID RECORDS OF THE OFFICE OF THE SURVEYOR, SAID POINT ALSO BEING AT THE INTERSECTION OF THE EASTERLY LINE OF 12TH STREET, N.W. (95 FEET WIDE) AND THE SOUTHERLY LINE OF D STREET, N.W. (70 FEET WIDE), SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID A&T LOT 802; THENCE BINDING ON AND RUNNING WITH SAID SOUTHERLY LINE OF D STREET, N.W., THE NORTHERLY LINE OF SQUARE 323 AND THE NORTHERLY LINE OF A&T LOT 802

1) DUE EAST, 200.17 FEET (RECORD AND SURVEY) TO A POINT AT THE NORTHEAST CORNER OF SQUARE 323, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID A&T LOT 808 IN SQUARE 324; THENCE LEAVING SQUARE 323 AND BINDING ON AND RUNNING WITH THE SOUTHERLY LINE OF PENNSYLVANIA AVENUE, N.W. (160 FEET WIDE), THE NORTHERLY LINE OF 11TH STREET, N.W. CLOSED AS SHOWN ON A PLAT OF SUBDIVISION RECORDED IN SUBDIVISION BOOK 99 AT PAGE 130 AMONG THE SAID RECORDS OF THE OFFICE OF THE SURVEYOR AND THE NORTHERLY LINE OF SAID A&T LOT 808

2) SOUTH 70° 16' 17" EAST, 103.56 FEET (RECORD AND SURVEY) TO A POINT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A&T LOT 811 IN SQUARE 324 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 6, 2013; THENCE RUNNING AT A RIGHT ANGLE TO PENNSYLVANIA AVENUE, N.W. AND BEING COLLINEAR WITH THE NORTHWESTERLY LINE OF A GRANITE WALL ENCLOSING AN AREAWAY OF THE ADJACENT INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W. AND ALSO RUNNING IN, THROUGH, OVER AND ACROSS SAID 11TH STREET, N.W. CLOSED THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES AND ALSO BINDING ON AND RUNNING WITH COMMON LINES BETWEEN SAID A&T LOTS 808 AND 811 THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES

3) SOUTH 19° 43' 43" WEST, 14.82 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.17 FEET OFF OF THE WATER TABLE OF SAID IRS BUILDING THE FOLLOWING SIX (6) COURSES AND DISTANCES

4) NORTH 70° 58' 55" WEST, 3.66 FEET (RECORD AND SURVEY) TO A POINT; THENCE

5) SOUTH 19° 01' 05" WEST, 10.11 FEET (RECORD AND SURVEY) TO A POINT; THENCE

6) NORTH 69° 58' 18" WEST, 18.81 FEET (RECORD AND SURVEY) TO A POINT; THENCE

7) SOUTH 00° 03' 42" WEST, 20.17 FEET (RECORD AND SURVEY) TO A POINT; THENCE

8) NORTH 89° 56' 18" WEST, 1.53 FEET (RECORD AND SURVEY) TO A POINT; THENCE

9) SOUTH 00° 03' 42" WEST, 15.94 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH THE BASE OF A GRANITE WALL AT A WESTERN ENTRANCE TO SAID IRS BUILDING

10) NORTH 89° 56' 18" WEST, 5.40 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING THROUGH GRANITE WALLS AND PARALLEL TO SAID IRS BUILDING

11) SOUTH 00° 03' 42" WEST, 20.46 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH THE BASE OF A GRANITE WALL AT A WESTERN ENTRANCE TO SAID IRS BUILDING

12) SOUTH 89° 56' 18" EAST, 5.40 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.17 FEET OFF OF THE WATER TABLE OF SAID IRS BUILDING THE FOLLOWING SIX (6) COURSES AND DISTANCES

13) SOUTH 00° 03' 42" WEST, 15.83 FEET (RECORD AND SURVEY) TO A POINT; THENCE

14) SOUTH 89° 56' 18" EAST, 1.53 FEET (RECORD AND SURVEY) TO A POINT; THENCE

15) SOUTH 00° 03' 42" WEST, 20.10 FEET (RECORD AND SURVEY) TO A POINT; THENCE

16) SOUTH 89° 56' 18" EAST, 1.87 FEET (RECORD AND SURVEY) TO A POINT; THENCE

17) SOUTH 00° 03' 42" WEST, 5.20 FEET (RECORD AND SURVEY) TO A POINT; THENCE

18) SOUTH 84° 35' 30" EAST, 143.96 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE EAST LINE OF SAID 11TH STREET, N.W. CLOSED AND THE WEST LINE OF FORMER SQUARE 349 AS SHOWN IN ORIGINAL RECORD OF SQUARES BOOK 2 AT PAGE 349 RECORDED IN THE SAID RECORDS OF THE OFFICE OF THE SURVEYOR AT A DISTANCE OF 42.73 FEET (RECORD AND SURVEY) FROM THE BEGINNING OF THIS COURSE; THENCE BINDING ON AND RUNNING WITH THE WATER TABLE OF SAID IRS BUILDING

19) SOUTH 00° 10' 31" WEST, 208.35 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE SOUTH LINE OF SAID FORMER SQUARE 349 AND THE NORTH LINE OF C STREET, N.W. CLOSED PER SAID PLAT OF SUBDIVISION RECORDED IN SUBDIVISION BOOK 99 AT PAGE 130 AT A DISTANCE OF 69.94 FEET (RECORD AND SURVEY) FROM THE END OF THIS COURSE; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.3 FEET NORTH OF THE NORTH FACE OF SAID IRS BUILDING

20) NORTH 89° 49' 29" WEST, 155.24 FEET (RECORD AND SURVEY) TO A POINT INTERSECTING THE GRANITE WALL SURROUNDING THE AREAWAY FOR THE IRS BUILDING; THENCE RUNNING WITH THE OUTSIDE FACE OF THE GRANITE WALL THE FOLLOWING THREE (3) COURSES AND DISTANCES

21) NORTH 00° 10' 31" EAST, 6.00 FEET (RECORD AND SURVEY) TO A POINT; THENCE

22) NORTH 89° 49' 29" WEST, 76.57 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE WEST LINE OF SAID A&T LOT 808 IN SQUARE 324, THE WEST LINE OF SAID C STREET, N.W. CLOSED PER SAID SUBDIVISION BOOK 99 AT PAGE 130 AND THE EAST LINE OF C STREET, N.W. CLOSED AS SHOWN ON A PLAT OF SUBDIVISION RECORDED IN SUBDIVISION BOOK 207 AT PAGE 138 AT A DISTANCE 20.22 FEET (RECORD AND SURVEY) FROM THE END OF THIS COURSE; THENCE BINDING ON AND RUNNING WITH COMMON LINES BETWEEN A&T LOT 802 IN SQUARE 323 AND A&T LOT 811 IN SQUARE 324 THE FOLLOWING THE FOLLOWING TEN (10) COURSES AND DISTANCES

23) SOUTH 00° 10' 31" WEST, 6.00 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING PARALLEL TO AND APPROXIMATELY 0.5 FEET NORTH OF THE NORTH FACE OF SAID IRS BUILDING

24) NORTH 89° 49' 29" WEST, 46.47 FEET (RECORD AND SURVEY) TO A POINT INTERSECTING A GRANITE WALL; THENCE RUNNING WITH THE OUTSIDE FACE OF THE GRANITE WALL THE FOLLOWING THREE (3) COURSES AND DISTANCES

25) NORTH 00° 10' 31" EAST, 10.87 FEET (RECORD AND SURVEY) TO A POINT; THENCE

26) NORTH 89° 49' 29" WEST, 1.18 FEET (RECORD AND SURVEY) TO A POINT; THENCE

27) SOUTH 00° 10' 31" WEST, 0.32 FEET (RECORD AND SURVEY) TO A POINT; THENCE BINDING ON AND RUNNING WITH THE EDGE OF THE BOTTOM GRANITE STEP THE FOLLOWING TWO (2) COURSES AND DISTANCES

28) NORTH 89° 49' 29" WEST, 29.64 FEET (RECORD AND SURVEY) TO A POINT; THENCE

29) 9.49 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 8.92 FEET, A DELTA ANGLE OF 60° 58' 13" AND A CHORD BEARING AND DISTANCE OF SOUTH 59° 41' 26" WEST, 9.05 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH THE FACE OF THE BUILDING COLUMN THE FOLLOWING TWO (2) COURSES AND DISTANCES

30) NORTH 53° 37' 37" WEST, 1.73 FEET (RECORD AND SURVEY) TO A POINT; THENCE

31) SOUTH 36° 22' 23" WEST, 1.48 FEET (RECORD AND SURVEY) TO A POINT; THENCE RUNNING WITH AND BINDING ON THE EDGE OF A GRANITE BORDER THE FOLLOWING FIVE (5) COURSES AND DISTANCES

32) NORTH 53° 37' 37" WEST, 2.18 FEET (RECORD AND SURVEY) TO A POINT; THENCE

33) 87.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 163.60 FEET, A DELTA ANGLE OF 27° 21' 15" AND A CHORD BEARING AND DISTANCE OF SOUTH 50° 15' 14" WEST, 86.78 FEET (RECORD AND SURVEY) TO A POINT, CROSSING THE SOUTH LINE OF SAID A&T LOT 802 IN SQUARE 323, THE SOUTH LINE OF SAID C STREET, N.W. CLOSED PER SAID SUBDIVISION BOOK 207 AT PAGE 138, THE FORMER NORTHERLY LINE OF SQUARE 324 AS SHOWN IN ORIGINAL RECORD OF SQUARES BOOK 2 AT PAGE 324 AT A DISTANCE 23.77 FEET (RECORD AND SURVEY) ALONG SAID ARC FROM THE BEGINNING OF THIS COURSE; THENCE BINDING ON AND RUNNING WITH COMMON LINES BETWEEN A&T LOTS 809 AND 811 THE FOLLOWING THREE (3) COURSES AND DISTANCES

34) NORTH 42° 36' 13" WEST, 0.98 FEET (RECORD AND SURVEY) TO A POINT; THENCE

35) 6.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5.14 FEET, A DELTA ANGLE OF 71° 17' 25" AND A CHORD BEARING AND DISTANCE OF NORTH 78° 14' 56" WEST, 5.99 FEET (RECORD AND SURVEY) TO A POINT; THENCE

36) 16.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 204.33 FEET, A DELTA ANGLE OF 4° 43' 52" AND A CHORD BEARING AND DISTANCE OF SOUTH 88° 28' 18" WEST, 16.87 FEET (RECORD AND SURVEY) TO A POINT ON THE SAID EAST LINE OF 12TH STREET, N.W.; THENCE RUNNING WITH AND BINDING ON SAID EAST LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES

37) DUE NORTH, 41.61 FEET (RECORD AND SURVEY) TO A POINT ON THE NORTHWEST CORNER OF SAID A&T LOT 809, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID C STREET, N.W. CLOSED AND A&T LOT 802 IN SQUARE 323; THENCE RUNNING WITH AND BINDING ON THE WEST LINE OF SAID A&T LOT 802

38) DUE NORTH, 386.92 FEET (RECORD AND SURVEY) TO THE POINT OF BEGINNING.

CONTAINING AN AREA FOR PART A OF 133,249 SQUARE FEET OR 3.05888 ACRES OF LAND (RECORD AND SURVEY), MORE OR LESS.

NOTE: AS OF THE DATE OF CERTIFICATION, THE LAND HEREIN DESCRIBED (THE "LAND") IS DESIGNATED AMONG THE RECORDS OF THE ASSESSOR OF THE DISTRICT OF COLUMBIA, FOR ASSESSMENT AND TAXATION PURPOSES, AS A&T LOT 802 IN SQUARE 323 AND A&T LOTS 808 AND 809 IN SQUARE 324.

LEGAL DESCRIPTION

AIR RIGHT LOTS 7000, 7001 & 7002 - SQUARE 324

BEING 3 STRIPS OR PARCELS OF LAND HEREINAFTER DESCRIBED AS BEING SURROUNDED BY AND ADJACENT TO ASSESSMENT AND TAXATION (A&T) LOT 811 IN SQUARE 324 AS ASSIGNED BY THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE ON SEPTEMBER 6, 2013 AND BEING MORE PARTICULARLY DESCRIBED IN THE MERIDIAN OF THE DISTRICT OF COLUMBIA SURVEYOR'S OFFICE AS FOLLOWS:

AIR RIGHT LOT 7000

BEGINNING AT A POINT ON THE WATER TABLE OF THE WESTERLY FACE OF THE INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W., SAID POINT LYING 261.07 FEET DUE SOUTH AND 412.18 FEET DUE EAST FROM THE NORTHWEST CORNER OF SQUARE 323, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE EAST LINE OF 12TH STREET, N.W. (86 FT. WIDE) AND THE SOUTH LINE OF D STREET, N.W. (70 FT. WIDE), THENCE BINDING ON AND RUNNING WITH SAID A&T LOT 811 THE FOLLOWING FOUR (4) COURSES AND DISTANCES

1) SOUTH 89° 49' 29" EAST, 7.15 FEET TO A POINT; THENCE

2) SOUTH 00° 10' 31" WEST, 12.66 FEET TO A POINT; THENCE

3) NORTH 89° 49' 29" WEST, 7.15 FEET TO A POINT ON SAID WATER TABLE OF THE IRS BUILDING; THENCE RUNNING WITH THE WATER TABLE ALONG THE FACE OF SAID IRS BUILDING

4) NORTH 00° 10' 31" EAST, 12.66 FEET TO THE POINT OF BEGINNING;

CONTAINING 91 SQUARE FEET OR 0.00209 OF AN ACRE OF LAND.

AIR RIGHT LOT 7001

BEGINNING AT A POINT ON THE WATER TABLE OF THE WESTERLY FACE OF THE INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W., SAID POINT LYING 261.08 FEET DUE SOUTH AND 412.12 FEET DUE EAST FROM THE NORTHWEST CORNER OF SQUARE 323, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE EAST LINE OF 12TH STREET, N.W. (86 FT. WIDE) AND THE SOUTH LINE OF D STREET, N.W. (70 FT. WIDE), THENCE BINDING ON AND RUNNING WITH SAID A&T LOT 811 THE FOLLOWING FOUR (4) COURSES AND DISTANCES

1) SOUTH 89° 49' 29" EAST, 7.15 FEET TO A POINT; THENCE

2) SOUTH 00° 10' 31" WEST, 12.65 FEET TO A POINT; THENCE

3) NORTH 89° 49' 29" WEST, 7.15 FEET TO A POINT ON SAID WATER TABLE OF THE IRS BUILDING; THENCE RUNNING WITH THE WATER TABLE ALONG THE FACE OF SAID IRS BUILDING

4) NORTH 00° 10' 31" EAST, 12.65 FEET TO THE POINT OF BEGINNING;

CONTAINING 90 SQUARE FEET OR 0.00207 OF AN ACRE OF LAND.

AIR RIGHT LOT 7002.

BEGINNING AT A POINT ON THE WATER TABLE OF THE WESTERLY FACE OF THE INTERNAL REVENUE SERVICE (IRS) BUILDING LOCATED AT 1100 CONSTITUTION AVENUE, N.W., SAID POINT LYING 271.50 FEET DUE SOUTH AND 412.06 FEET DUE EAST FROM THE NORTHWEST CORNER OF SQUARE 323, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE EAST LINE OF 12TH STREET, N.W. (86 FT. WIDE) AND THE SOUTH LINE OF D STREET, N.W. (70 FT. WIDE), THENCE BINDING ON AND RUNNING WITH SAID A&T LOT 811 THE FOLLOWING FOUR (4) COURSES AND DISTANCES

1) SOUTH 89° 49' 29" EAST, 7.16 FEET TO A POINT; THENCE

2) SOUTH 00° 10' 31" WEST, 12.64 FEET TO A POINT; THENCE

3) NORTH 89° 49' 29" WEST, 7.16 FEET TO A POINT ON SAID WATER TABLE OF THE IRS BUILDIN THENCE RUNNING WITH THE WATER TABLE ALONG THE FACE OF SAID IRS BUILDING

4) NORTH 00° 10' 31" EAST, 12.64 FEET TO THE POINT OF BEGINNING;

CONTAINING 90 SQUARE FEET OR 0.00207 OF AN ACRE OF LAND.

SAID LOTS 7000, 7001 AND 7003 HAVING A LOWER LIMIT OF ELEVATION OF 11.30 FEET AND AN UPPER LIMIT OF ELEVATION OF 36.21 FEET IN THE DATUM OF THE DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC WORKS.

NOTE: AS OF THE DATE OF CERTIFICATION, THE LAND HEREIN DESCRIBED (THE "LAND") IS DESIGNATED AMONG THE RECORDS OF THE ASSESSOR OF THE DISTRICT OF COLUMBIA, FOR ASSESSMENT AND TAXATION PURPOSES, AS LOTS 7000, 7001 AND 7002 IN SQUARE 324.

DESCRIPTION OF
PARTS OF
PENNSLYVANIA AVENUE, N.W.
(160 FEET WIDE)
&
D STREET, N.W.
(70 FEET WIDE)

DISTRICT OF COLUMBIA
MAY 9, 2013

Being two (2) strips or parcels of land hereinafter described as running in, through, over and across Pennsylvania Avenue, N.W. (160 feet wide) and D Street, N.W. (70 feet wide) in the District of Columbia; said land being under the jurisdiction of the National Park Service by virtue of Public Law 104-134, Section 313(d), and being depicted on National Park Service Map 840-82441 and on a drawing entitled "12th Street to 10th Street, Jurisdictional Maintenance Boundaries", sheet number 7 of 26, dated 02-26-1996, by the Pennsylvania Avenue Development Corporation; and being more particularly described in the bearing meridian of the District of Columbia Surveyor's Office as follows:

PART 1

Beginning at a point on the southerly line of Pennsylvania Avenue, N.W. (160 feet wide); said point being South 70° 18' 17" East, 20.22 feet from the northeast corner of Square 323; said corner also being the northeast corner of Assessment and Taxation (A&T) Lot 800 in Square 323 as shown on A&T Tracing 323 on file in the Records of the Office of the Surveyor of the District of Columbia; thence running in, through, over and across Pennsylvania Avenue, N.W. the following five (5) courses and distances

1) Due North, 30.62 feet to a point; thence

2) 3.71 feet along the arc of a curve to the left having a radius of 5.00 feet, a delta angle of 36° 26' 06" and a chord bearing and distance of North 17° 44' 03" West, 3.66 feet to a point along the southerly back of curb of Pennsylvania Avenue, N.W.; thence running with and binding on said back of curb

3) South 70° 28' 27" East, 41.86 feet to a point; thence

4) 7.80 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 74° 28' 57" and a chord bearing and distance South 37° 13' 20" West, 7.26 feet to a point; thence

5) Due South, 20.49 feet to a point on the southerly line of said Pennsylvania Avenue, N.W. and the northerly line of Lot 806 in Square 324 as shown on

A&T Plat 3532-J on file in the said Records of the Office of the Surveyor; thence running with and binding on said line

6) North 70° 10' 17" West, 36.70 feet to the Point of Beginning;

Containing an area of 1,148 Square Feet or 0.02635 of an acre of land, more or less.

PART 2

Beginning at a point at the intersection of the easterly line of 12th Street, N.W. (85 feet wide) and the southerly line of O Street, N.W. (70 feet wide); said point being the northwest corner of Square 323; said corner also being the northwest corner of said A&T Lot 800 in Square 323; thence running in, through, over and across O Street, N.W. the following two (2) courses and distances

1) Due North, 70.72 feet to a point; thence

2) South 70° 32' 34" East, 212.29 feet to a point at the northeast corner of Square 323; thence binding on and running with the north line of said Square 323

3) Due West, 200.17 feet to the Point of Beginning;

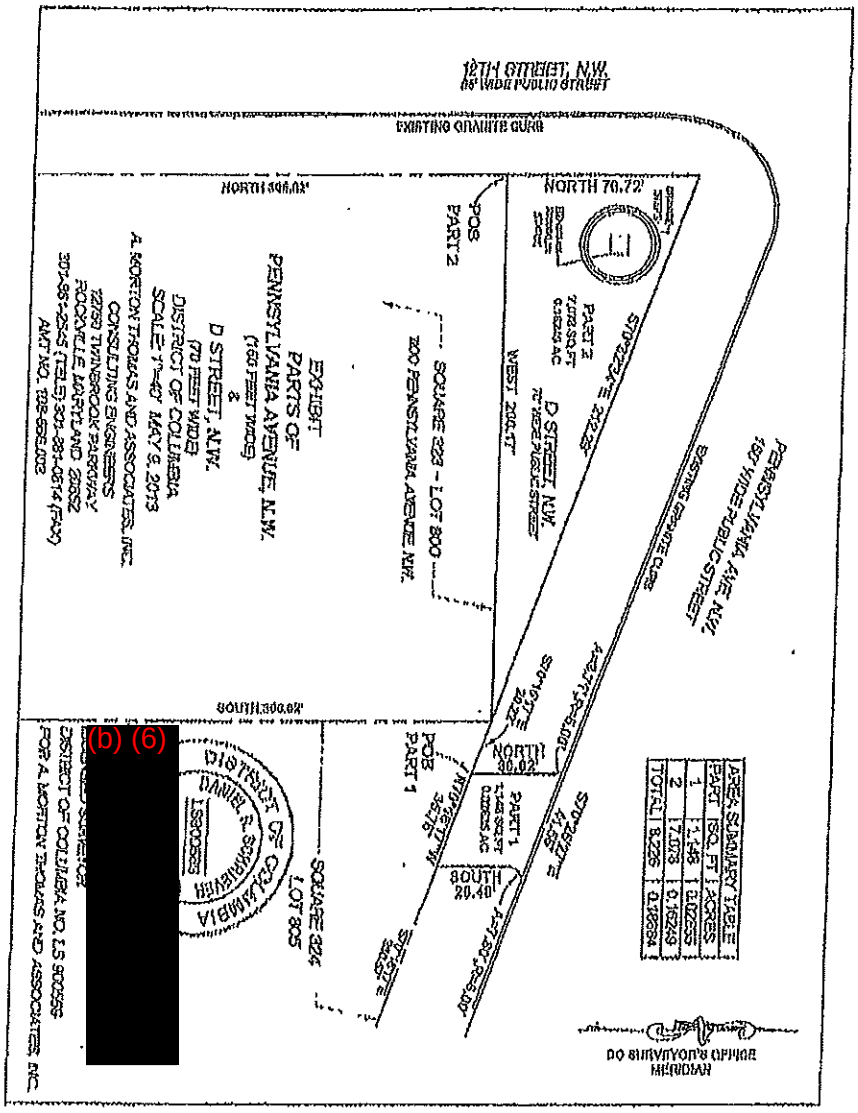
Containing an area of 7,078 square feet or 0.16249 of an acre of land, more or less.

Parts 1 and 2 containing a total area of 8,226 square feet or 0.18884 of an acre of land, more or less, are shown on the attached sketch and made a part of by this reference.

(b) (6)
[redacted]
5-9-13

Daniel R. Schriever
Licensed Surveyor
District of Columbia No. LS 900009
For A. Morton Thomas and Associates, Inc.

DISTRICT OF COLUMBIA
DANIEL R. SCHRIEVER
LS900009
Licensed
LAND SURVEYOR


12TH STREET, N.W.
EXISTING GRANITE CURB
NORTH 70.72'
POB PART 2
PART 2
D STREET, N.W.
WEST 200.17'
SQUARE 323 - LOT 800
EXHIBIT
PARTS OF
PENNSYLVANIA AVENUE, N.W.
D STREET, N.W.
DISTRICT OF COLUMBIA
SCALE 1"=40' MAY 9, 2013
A. MORTON THOMAS AND ASSOCIATES, INC.
CONSULTING ENGINEERS
12750 TWINBROOK PARKWAY
ROCKVILLE, MARYLAND 20852
PENNSYLVANIA AVE. N.W.
150' WIDE PUBLIC STREET
EXISTING GRANITE CURB
SOUTH 300.02'
NORTH 30.02'
POB PART 1
PART 1
SOUTH 20.40'
SQUARE 324
LOT 805
DISTRICT OF COLUMBIA
DANIEL R. SCHRIEVER
LS900555
(b) (6)
[redacted]
DISTRICT OF COLUMBIA NO. LS 900555
FOR A. MORTON THOMAS AND ASSOCIATES, INC.
AREA SUMMARY TABLE
PART | SQ. FT | ACRES
1 | 1,148 | 0.0255
2 | 7,078 | 0.16249
TOTAL | 8,226 | 0.18884
DO SURVEYOR'S OFFICE
MERIDIAN

9.3 Name of Building; Intellectual Property.

(a) Tenant shall comply with Public Law 98-1 dated February 15, 1983 regarding "Nancy Hanks Center".

(b) Landlord hereby grants to Tenant for the Term, a royalty-free exclusive license to use the IP Rights (Landlord), and the right for Tenant to sublicense to others, the right to use the IP Rights (Landlord) in connection with Tenant's (or such sublicensee's) use of the Premises and the Off-Site Areas, provided, however, that Landlord shall also have the non-assignable right to use the IP Rights (Landlord) for the purpose of promoting the Old Post Office building. Tenant shall have the right, but not the obligation, to use any name, including any name included in the IP Rights (Landlord), in connection with the Premises, the Off-Site Areas, and/or the Hotel and any restaurant, business or other concession located in or on the Premises and the Off-Site Areas. Tenant shall have no obligation to use any name included in the IP Rights (Landlord). Notwithstanding the foregoing, Tenant shall not use IP Rights (Landlord) in connection with the products, or merchandise listed on **Exhibit I**.

(c) Landlord has common law rights in and to the trademark "Old Post Office" in the United States and has applied to the United States Patent and Trademark Office for registration of the mark "Old Post Office" in international class 36, and during the Term, to the extent that registration of "Old Post Office" is finalized, will maintain in its own name and at Tenant's expense, appropriate trademark protection for the mark with respect to the Hotel in the United States.

(d) Landlord has not acquired and will not acquire by reason of this Lease or any other reason any ownership interest in, or any goodwill related to, the Tenant Affiliate IP or the Trump IP. Landlord recognizes Tenant's sole and exclusive ownership of all rights in the Tenant Affiliate IP and the Trump IP. All rights in and arising from the Tenant Affiliate IP and the Trump IP are reserved to Tenant. Except for "fair use" in accordance with Applicable Laws, Landlord agrees that it will not use the Tenant Affiliate IP or the Trump IP without Tenant's consent which may be withheld in Tenant's sole discretion. Landlord further recognizes the great value of the goodwill associated with the Tenant Affiliate IP and the Trump IP, and acknowledges that the foregoing and all rights therein and goodwill pertaining thereto belong exclusively to Tenant, and that each has a secondary meaning in the mind of the public. Landlord further recognizes that all goodwill associated with all uses of the Tenant Affiliate IP and the Trump IP shall inure directly and exclusively to Tenant (or the applicable Affiliate of Tenant or Trump Affiliate); provided, however, and for avoidance of doubt, Proceeds from Sale or Refinancing may include an allocation to goodwill to the extent sold or financed. Each and every part of the Tenant Affiliate IP and the Trump IP and all applications and registrations therefor, is, and is to be, the sole property of Tenant (or the applicable Affiliate of Tenant or the Trump Affiliate). Landlord will not register nor attempt to register the Tenant Affiliate IP or the Trump IP, or any mark similar thereto, alone or with any other word, or in any derivations or phonetic equivalents thereof, as a name, trademark, trade name, service mark, domain name or otherwise. For purposes of this Lease, "Trump Brand" shall mean the Trump International Hotels brand and "Trump IP" shall mean the Trump Brand and all current and future trademarks, trade names, service marks, domain names, designs, logos, symbols, product configuration, industrial design, trade dress, slogans and other indicia of origin for the Trump mark or the Trump Brand as well as any trademark owned or controlled by Tenant, any Affiliate of Tenant or a Trump Family Member, including all derivations of any of the foregoing. Notwithstanding the foregoing in this Section 9.3(d), if and to the extent that, during the Term, any trademarks, service marks or other intellectual property (other than those trademarks, service marks, and other intellectual property associated with the name, "Old Post Office", the images or likenesses of all or any part of the exterior and interior of the Premises) are used in connection with or associated with the Hotel (collectively, the "Hotel IP"), such Hotel IP shall for the Term of the Lease be the Property of Tenant (or the applicable Affiliate

of Tenant), but shall upon expiration or earlier termination of the Lease become the property of Landlord, subject to the provisos below. By way of illustration but not limitation of the intent of this Section 9.3(d):

(i) the rights to the name "Trump Old Post Office Spa" shall be owned by a Trump Affiliate, and may be used by Tenant (so long as Tenant shall have the right to use the name "Trump" from a Trump Family Member) throughout the Term. Following the Term, neither Tenant nor Landlord may use the name "Trump Old Post Office Spa"; provided, however, (x) Tenant (and any Trump Affiliate) may use the name "Trump Spa" (and any derivation thereof) without the "Old Post Office" designation and (y) Landlord may use the name "Old Post Office Spa" without the "Trump" (or any other Trump IP or Tenant Affiliate IP) designation.

(ii) the rights to the name "The Retail Shops at Old Post Office" shall be owned by Landlord, and may be used by Tenant throughout the Term. Following the Term, Tenant may not use the name "The Retail Shops at Old Post Office".

(iii) the rights to the name "Trump International Hotel - Old Post Office" shall be owned by a Trump Affiliate, and may be used by Tenant (so long as Tenant shall have the right to use the name "Trump" from a Trump Family Member) throughout the Term. Following the Term, neither Tenant nor Landlord may use the name "Trump International Hotel - Old Post Office"; provided, however, (x) Tenant (and any Trump Affiliate) may use the name "Trump International Hotel" without the "Old Post Office" designation and (y) Landlord may use the name "Old Post Office Hotel" without the "Trump International" (or any other Trump IP or Tenant Affiliate IP) designation.

Notwithstanding the foregoing examples, a Trump Affiliate may use the designation "Old Post Office" if such use is in connection with a different building unrelated to the Premises if the Person who has rights to the designation "Old Post Office" grants the Trump Affiliate the rights to use such designation in connection with such different building.

"IP Rights (Landlord)" shall mean all of Landlord's rights to trademarks, service marks and related intellectual property rights associated with the Premises, including the following: trademarks, trade names, service marks, domain names, and other rights, if any associated with the name, "The Old Post Office Building", and the image or likeness of all or any part of the exterior and interior of the Premises, in each case, other than (x) any signage of Tenant, (y) any Trump IP and (z) any Tenant Affiliate IP.

EXHIBIT I

PROHIBITED IP RIGHTS (LANDLORD) USAGE

1. Illegal drugs.
2. Pornography.
3. Prostitution.
4. Illegal activities.
5. Illegal harassment.
6. Illegal hate speech.

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT

District of Columbia
DISTRICT OF COLUMBIA
County of _____ ss.:

On the 20th day of November in the year 2014 before me, the undersigned, personally appeared Kevin M. Terry, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

(b) (6) [redacted]

Signature and office of individual taking acknowledgment

KATHLEEN E. RYAN
NOTARY PUBLIC
District of Columbia
My Commission Expires March 14, 2019

KATHLEEN E. RYAN NOTARY PUBLIC MY COMMISSION EXPIRES 03/14/2019 DISTRICT OF COLUMBIA

District of Columbia

County of _____ ss.:

On the ____ day of November in the year 2014 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

_____
Signature and office of individual
taking acknowledgment

State of New York

ss.:

County of New York

On the 19th day of November in the year 2014 before me, the undersigned, personally appeared Donald J. Trump, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

(b) (6)

[redacted]

Signature and office of individual taking acknowledgment

September 2017

EXHIBIT A

Description of Premises

See attached

LEGAL DESCRIPTION – PART A
A&T LOT 800 - SQUARE 323
PART OF A&T LOT 800 - SQUARE 324
PART OF C STREET, N.W. CLOSED

Being all of Assessment and Taxation (A&T) Lot 800 in Square 323 as shown on A & T Trading 323, and part of C Street, N.W. closed as shown on a Plat of Subdivision recorded July 2, 2013 and revised July 19, 2013 in Subdivision Book 207 at Page 138, both on file in the Office of the Surveyor of the District of Columbia and part of A&T Lot 800 in Square 324 as assigned by the District of Columbia Office of Tax and Revenue on June 12, 2013; all being more particularly described as follows in the meridian of the District of Columbia Surveyor's Office:

Beginning at a point at the northwest corner of Square 323 as shown in Original Record of Squares Book 2 at Page 323 recorded in the said Records of the Office of the Surveyor, said point also being at the intersection of the easterly line of 12th Street, N.W. (86 feet wide) and the southerly line of D Street, N.W. (70 feet wide), said point also being the northwest corner of said A&T Lot 800; thence binding on and running with said southerly line of D Street, N.W., the northerly line of Square 323 and the northerly line of A&T Lot 800

1) Due East, 200.17 feet (record and survey) to a point at the northeast corner of Square 323, said point also being the northwest corner of said A&T Lot 800 in Square 324; thence leaving Square 323 and binding on and running with the southerly line of Pennsylvania Avenue, N.W. (160 feet wide), the northerly line of 11th Street, N.W. closed as shown on a Plat of Subdivision recorded in Subdivision Book 90 at Page 130 among the said Records of the Office of the Surveyor and the northerly line of said A&T Lot 800

2) South 70° 18' 17" East, 300.50 feet (record and survey) to a point; thence running at a right angle to Pennsylvania Avenue, N.W. and being collinear with the northwesterly line of a granite wall enclosing an areaway of the adjacent Internal Revenue Service (IRS) building located at 1100 Constitution Avenue, N.W. and also running in, through, over and across said 11th Street, N.W. closed the following fifteen (15) courses and distances

3) South 19° 43' 43" West, 14.82 feet (record and survey) to a point; thence running parallel to and approximately 0.17 feet off of the water table of said IRS building the following six (6) courses and distances

4) North 70° 56' 55" West, 3.66 feet (record and survey) to a point; thence

5) South 18° 01' 05" West, 10.11 feet (record and survey) to a point; thence

6) North 89° 56' 10" West, 10.61 feet (record and survey) to a point; thence

7) South 00° 03' 42" West, 20.17 feet (record and survey) to a point; thence

8) North 89° 56' 10" West, 1.53 feet (record and survey) to a point; thence

9) South 00° 03' 42" West, 16.04 feet (record and survey) to a point; thence running with the base of a granite wall at a western entrance to said IRS building

10) North 89° 56' 18" West, 5.40 feet (record and survey) to a point; thence running through granite walls and parallel to said IRS building

11) South 00° 03' 42" West, 20.46 feet (record and survey) to a point; thence running with the base of a granite wall at a western entrance to said IRS building

12) South 00° 56' 10" East, 5.40 feet (record and survey) to a point; thence running parallel to and approximately 0.17 feet off of the water table of said IRS building the following six (6) courses and distances

13) South 00° 03' 42" West, 15.83 feet (record and survey) to a point; thence

14) South 89° 56' 18" East, 1.53 feet (record and survey) to a point; thence

15) South 00° 03' 42" West, 20.10 feet (record and survey) to a point; thence

16) South 89° 56' 10" East, 1.67 feet (record and survey) to a point; thence

17) South 00° 03' 42" West, 5.20 feet (record and survey) to a point; thence

18) South 84° 35' 30" East, 143.06 feet (record and survey) to a point, crossing the east line of said 11th Street, N.W. closed and the west line of former Square 349 as shown in Original Record of Squares Book 2 at Page 349 recorded in the said Records of the Office of the Surveyor at a distance of 42.73 feet (record and survey) from the beginning of this course; thence binding on and running with on the water table of said IRS building,

19) South 00° 10' 31" West, 209.55 feet (record and survey) to a point, crossing the south line of said former Square 349 and the north line of G Street, N.W. closed per said Plat of Subdivision recorded in Subdivision Book 90 at Page 130 at a distance of 69.04 feet (record and survey) from the end of this

course; thence running parallel to and approximately 0.5 feet north of the north face of said IRS building

20) North 89° 49' 29" West, 155.24 feet (record and survey) to a point intersecting the granite wall surrounding the driveway for the IRS building; thence running with the outside face of the granite wall the following three (3) courses and distances

21) North 00° 10' 31" East, 0.00 feet (record and survey) to a point; thence

22) North 89° 49' 29" West, 76.57 feet (record and survey) to a point, crossing the westline of said A&T Lot 800 in Square 324, the west line of said C Street, N.W. closed per said Subdivision Book 90 at Page 150 and the east line of C Street, N.W. closed as shown on a Plat of Subdivision recorded in Subdivision Book 207 at Page 190 at a distance 20.27 feet (record and survey) from the end of this course; thence

23) South 00° 10' 31" West, 0.00 feet (record and survey) to a point; thence running parallel to and approximately 0.5 feet north of the north face of said IRS building

24) North 89° 49' 29" West, 48.47 feet (record and survey) to a point intersecting a granite wall; thence running with the outside face of the granite wall the following three (3) courses and distances

25) North 00° 10' 31" East, 10.87 feet (record and survey) to a point; thence

26) North 89° 49' 29" West, 1.18 feet (record and survey) to a point; thence

27) South 00° 10' 31" West, 0.92 feet (record and survey) to a point; thence binding on and running with the edge of the bottom granite step the following two (2) courses and distances

28) North 89° 49' 29" West, 29.54 feet (record and survey) to a point; thence

29) 9.49 feet along the arc of a curve to the left having a radius of 9.92 feet, a delta angle of 55° 50' 18" and a chord bearing and distance of South 59° 44' 25" West, 9.05 feet (record and survey) to a point; thence running with the face of the building column the following two (2) courses and distances

30) North 63° 37' 37" West, 1.73 feet (record and survey) to a point; thence

31) South 30° 22' 23" West, 1.46 foot (record and survey) to a point; thence running with and binding on the edge of a granite border line following five (5) courses and distances

32) North 53° 37' 37" West, 2.40 foot (record and survey) to a point; thence

33) 97.61 feet along the arc of a curve to the right having a radius of 183.50 feet, a delta angle of 27° 21' 15" and a chord bearing and distance of South 50° 16' 14" West, 96.76 feet (record and survey) to a point, crossing the south line of said C Street, N.W. closed per said Subdivision Book 207 at Page 138, the former northerly line of Square 324 as shown in Original Record of Squares Book 2 at Page 324 and a north line of said A&T Lot 800 in Square 324 at a distance 23.77 foot (record and survey) along said arc from the beginning of this course; thence

34) North 42° 36' 13" West, 0.98 foot (record and survey) to a point; thence

35) 6.39 feet along the arc of a curve to the left having a radius of 5.14 feet, a delta angle of 71° 17' 25" and a chord bearing and distance of North 78° 14' 35" West, 5.99 feet (record and survey) to a point; thence

36) 16.87 feet along the arc of a curve to the right having a radius of 204.33 feet, a delta angle of 4° 43' 52" and a chord bearing and distance of South 86° 28' 18" West, 16.87 feet (record and survey) to a point on the said east line of 12th Street, N.W.; thence running with and binding on said east line the following three (3) courses and distances

37) Due North, 41.61 feet (record and survey) to a point on the southwest corner of said C Street, N.W. closed as shown in said Subdivision Book 207 at Page 138; thence running with and binding on the west line of said C Street, N.W. closed

38) Due North, 00.00 foot (record and survey) to a point on the northwest corner of said C Street, N.W. closed and the southwest corner of said Square 323; thence running with and binding on the west line of said Square 323 and the west line of said A&T Lot 800

39) Due North, 306.82 feet (record and survey) to the Point of Beginning.

Containing an area for Part A of 133,249 square feet or 3.05806 acres of land (record and survey), more or less.

NOTE: As of the date of certification, the land herein described (the "Land") is designated among the Records of the Assessor of the District of Columbia, for

assessment and taxation purposes, as Lot 800 and an A&T Lot as yet undesignated for a portion of C Street, NW closed per Subdivision Book 207 at Page 130 in Square 323 and Lot 800 in Square 324. In contemplation of future combinations or reconfiguration of the Land and subsequent assignment of A&T lot numbers, the Land will be known by those subsequently assigned A&T Lots.

LEGAL DESCRIPTION
AIR RIGHT LOTS 7000, 7001 & 7002 - SQUARE 324

Being 3 strips or parcels of land hereinafter described as being surrounded by and adjacent to Assessment and Taxation (A&T) Lot 806 in Square 324 as assigned by the District of Columbia Office of Tax and Revenue on June 12, 2013 and being more particularly described in the meridian of the District of Columbia Surveyor's Office as follows:

Air Right Lot 7000

Beginning at a point on the water table of the westerly face of the Internal Revenue Service (IRS) building located at 1100 Constitution Avenue, N.W., said point lying 231.57 feet Due South and 412.18 feet Due East from the northwest corner of Square 323, said corner also being at the intersection of the east line of 12th Street, N.W. (85 ft. wide) and the south line of D Street, N.W. (70 ft. wide), thence binding on and running with said A&T Lot 806 the following four (4) courses and distances

1) South 89° 49' 29" East, 7.15 feet to a point; thence
2) South 00° 10' 31" West, 12.66 feet to a point; thence
3) North 89° 49' 29" West, 7.15 feet to a point on said water table of the IRS building; thence running with the water table along the face of said IRS building
4) North 00° 10' 31" East, 12.66 feet to the Point of Beginning.

Containing 91 square feet or 0.00209 of an acre of land.

Air Right Lot 7001

Beginning at a point on the water table of the westerly face of the Internal Revenue Service (IRS) building located at 1100 Constitution Avenue, N.W., said point lying 261.59 feet Due South and 412.12 feet Due East from the northwest corner of Square 323, said corner also being at the intersection of the east line of 12th Street, N.W. (85 ft. wide) and the south line of D Street, N.W. (70 ft. wide), thence binding on and running with said A&T Lot 806 the following four (4) courses and distances

1) South 89° 49' 29" East, 7.15 feet to a point; thence
2) South 00° 10' 31" West, 12.65 feet to a point; thence
3) North 89° 49' 29" West, 7.15 feet to a point on said water table of the IRS building; thence running with the water table along the face of said IRS building
4) North 00° 10' 31" East, 12.65 feet to the Point of Beginning.

Containing 90 square feet or 0.00207 of an acre of land.

Air Right Lot 7002

Beginning at a point on the water table of the westerly face of the Internal Revenue Service (IRS) building located at 1100 Constitution Avenue, N.W., said point lying 271.59 feet Due South and 412.06 feet Due East from the northwest corner of Square 323, said corner also being at the intersection of the east line of 12th Street, N.W. (85 ft. wide) and the south line of D Street, N.W. (70 ft. wide), thence binding on and running with said A&T Lot 808 the following four (4) courses and distances

1) South 89° 49' 29" East, 7.15 feet to a point; thence

2) South 00° 10' 31" West, 12.64 feet to a point; thence

3) North 89° 49' 29" West, 7.15 feet to a point on said water table of the IRS building; thence running with the water table along the face of said IRS building

4) North 00° 10' 31" East, 12.64 feet to the Point of Beginning.

Containing 90 square feet or 0.00207 of an acre of land.

Said Lots 7000, 7001 and 7003 having a lower limit of elevation of 11.30 feet and an upper limit of elevation of 35.21 feet in the datum of the District of Columbia Department of Public Works.

NOTE: As of the date of certification, the land herein described (the "Land") is designated among the Records of the Assessor of the District of Columbia, for assessment and taxation purposes, as Lots 7000, 7001 and 7002 in Square 324.

DESCRIPTION OF
PARTS OF
PENNSYLVANIA AVENUE, N.W.
(160 FEET WIDE)
&
D STREET, N.W.
(70 FEET WIDE)*

DISTRICT OF COLUMBIA
MAY 9, 2013

Being two (2) strips or parcels of land hereinafter described as running in, through, over and across Pennsylvania Avenue, N.W. (160 feet wide) and D Street, N.W. (70 feet wide) in the District of Columbia; said land being under the jurisdiction of the National Park Service by virtue of Public Law 104-134, Section 313(6), and being depicted on National Park Service Map 840-82441 and on a drawing entitled "12th Street to 10th Street, Jurisdictional Maintenance Boundaries", sheet number 7 of 26, dated 02-26-1998, by the Pennsylvania Avenue Development Corporation; and being more particularly described in the leading meridian of the District of Columbia Surveyor's Office as follows:

PART I

Beginning at a point on the southerly line of Pennsylvania Avenue, N.W. (160 feet wide); said point being South 76° 10' 17" East, 20.22 feet from the northeast corner of Square 323; said corner also being the northeast corner of Assessment and Taxation (A&T) Lot 801 in Square 324 as shown on A&T Tracing 323 on file in the Records of the Office of the Surveyor of the District of Columbia; thence running in, through, over and across Pennsylvania Avenue, N.W. the following five (5) courses and distances

1) Due North, 30.82 feet to a point; thence

2) 3.71 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 35° 26' 05" and a chord bearing and distance of North 17° 44' 03" West, 3.65 feet to a point along the southerly back of curb of Pennsylvania Avenue, N.W.; thence running with and binding on said back of curb

3) South 70° 26' 27" East, 41.68 feet to a point; thence

4) 7.80 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 74° 26' 57" and a chord bearing and distance South 37° 13' 20" West, 7.26 feet to a point; thence

5) Due South, 28.48 feet to a point on the southerly line of said Pennsylvania Avenue, N.W. and the northerly line of Lot 800 in Square 324 as shown on

*Subject to the Jurisdiction Transfers under the Ground Lease.

A&T Plat 3032-J on file in the said Records of the Office of the Surveyor; thence running with and binding on said line

d) North 79° 10' 17" West, 35.79 feet to the Point of Beginning;

Containing an area of 1,148 Square Feet or 0.02636 of an acre of land, more or less.

PART 2

Beginning at a point at the intersection of the easterly line of 12th Street, N.W. (80 feet wide) and the southerly line of D Street, N.W. (70 feet wide); said point being the northwest corner of Square 323; said street also being the northwest corner of said A&T Lot 800 in Square 323; thence running in, through, over and across D Street, N.W. the following two (2) courses and distances

1) Due North, 70.72 feet to a point; thence

2) South 79° 32' 34" East, 212.29 feet to a point at the northeast corner of Square 323; thence binding on and running with the north line of said Square 323

3) Due West, 200.17 feet to the Point of Beginning;

Containing an area of 7,078 square feet or 0.16249 of an acre of land, more or less.

Parts 1 and 2 containing a total area of 8,226 square feet or 0.18884 of an acre of land, more or less, are shown on the attached sketch and made a part of by this reference.

(b) (6)
[redacted]

Daniel H. Schulver
Licensed Surveyor
District of Columbia No. LS 900509
For A. Morton Thomas and Associates, Inc.

DISTRICT OF COLUMBIA
DANIEL H. SCHULVER
LS900509
LICENSED
LAND SURVEYOR

*Subject to the Jurisdiction Transfers under the Ground Lease.

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT

DISTRICT OF COLUMBIA
~~State of New York~~)
County of _____) ss.:

On the 10th day of March in the year 2015 before me, the undersigned, personally appeared KEVIN M. TERRY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

(b) (6) [redacted]

Signature and office of individual
taking acknowledgment

KATHLEEN E. RYAN
NOTARY PUBLIC
District of Columbia
My Commission Expires March 14, 2017

DISTRICT OF COLUMBIA NOTARY PUBLIC MY COMMISSION EXPIRES 03/14/2019

State of New York)
County of _____) ss.:

On the ____ day of _____ in the year 2015 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

_____
Signature and office of individual
taking acknowledgment

State of New York)
County of _____) ss.:

On the ____ day of _____ in the year 2015 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

_____
Signature and office of individual
taking acknowledgment

GSA

GSA Public Buildings Service

May 1, 2012

Via E-Mail

(b) (6) [redacted]
Executive Vice President, Acquisitions and Development
The Trump Organization
725 Fifth Avenue
New York, NY 10022

Re: Agency-Level Protest of Preferred Selected Developer
Redevelopment of the Old Post Office Building
GSA Solicitation Number NR-73002105 – March 24, 2011

Dear (b) (6) [redacted]

The purpose of this letter is to inform you that I am in receipt of an Agency-Level Protest submitted by a disappointed offeror which competed unsuccessfully for the opportunity for Redevelopment of the Old Post Office Building. The disappointed offeror seeks to have GSA rescind the selection of The Trump Organization as the Preferred Selected Developer and re-open the Solicitation process. The Agency-Level Protest is currently under review by GSA's Senior Leadership.

Please feel free to contact me directly at (202)708-4600 to discuss this matter in greater detail.

Sincerely,
(b) (6) [redacted]
Kevin Terry
Senior Realty Contracting Officer

cc: (b) (6) [redacted]
Tim Tozer
Brett Banks

U.S. General Services Administration
301 7th Street SW
Washington, DC 20407-0001
www.gsa.gov

GSA

GSA Public Buildings Service

June 1, 2012

Via E-Mail

(b) (6) [redacted]
Senior Vice President, Acquisitions and Development
The Trump Organization
725 Fifth Avenue
New York, NY 10022

Re: Freedom of Information Act (FOIA) Request of Bid Protest Documents
Agency-Level Protest of Preferred Selected Developer
Redevelopment of the Old Post Office Building

Dear (b) (6) [redacted]

In response to your FOIR request of May 1, 2012, please accept the attached as additional documentation to be included with my un-official response of May 18, 2012, providing The Trump Organization a redacted copy of the Government's response to BP-Metropolitan's Agency-Level Protest of Solicitation #NR-73002105. The Government will provide this document as part of the formal response to your Freedom of Information Act Request dated May 1, 2012.

Sincerely,

(b) (6) [redacted]

Kevin Terry
Senior Realty Contracting Officer

cc: (b) (6) [redacted]
Tim Tozer
Brett Banks

U.S. General Services Administration
301 7th Street SW
Washington, DC 20407-0001
www.gsa.gov

GSA

GSA Public Buildings Service

Via E-Mail

December 13, 2011

(b) (6) [redacted]
Executive Vice President, Acquisitions and Development
The Trump Organization
725 Fifth Avenue
New York, NY 10022

Re: Confirmation of Presentation
Redevelopment of the Old Post Office Building
GSA Solicitation Number NR-73002105 – March 24, 2011

Dear (b) (6) [redacted]

This is to confirm that your team is scheduled to make a presentation regarding the above-referenced solicitation on December 19, 2011 at 2:00 pm. In order to prepare for the presentation, please refer to the attached Question and Answer sheet.

Based upon a review of your initial proposal, the government has identified the following weaknesses/deficiencies:

(b) (4) [redacted]

U.S. General Services Administration
301 7th Street SW
Washington, DC 20407-0001
www.gsa.gov

(b) (4)

[redacted]

Your team is free to utilize the presentation period as it deems necessary. However, that being stated, the government suggests that your team focus its efforts on addressing the weaknesses stated above. In addition, the government is particularly interested in better understanding your team's vision for the Old Post Office.

Please feel free to contact me at (202) 708-4600 or by email to kevin.terry@gsa.gov with any questions. Please note that any questions asked may be the subject of a future Question and Answer sheet that is distributed to all offerors.

Sincerely,

(b) (6)

[redacted]

Kevin M. Terry
Senior Realty Contracting Officer

U.S. General Services Administration
301 7th Street SW
Washington, DC 20407-0001
www.gsa.gov

REDEVELOPMENT
OF
OLD POST OFFICE

Presentation
Questions and Answers

1.) Where will the presentations occur?
Answer: The presentations will occur at the GSA Regional Office Building located at 7th & D Streets, S.W. (301 7th Street, SW), Washington, DC. Please use the public entrance, which is located half-way down the block on D Street.

2.) What will offerors need to bring to access the building?
Answer: Each member of the developer's team will need to show a picture ID in order to access the building. Once your group has arrived, please contact Summer Salyer at (202) 260-0653 or Andre Toppin at (202) 557-1014, and one of them will escort your group to the designated meeting room.

3.) Is there a limit on the number of developer team members allowed to be in the room for the presentation?
Answer: No.

4.) Who can make part of the presentation?
Answer: Any member of the developer's team may participate in the presentation.

5.) How many members of the development team can be present in support?
Answer: There is no set limit.

6.) Can offerors review the room in advance with its AV team?
Answer: Yes, please contact Kevin Terry to schedule an appointment.

7.) Can offerors visit before to see the room set up?
Answer: Yes, please contact Kevin Terry to schedule an appointment.

8.) What kind of audio-visual equipment does the room contain where the oral presentations will occur?
Answer: The room contains the following equipment: (2) 65" Panasonic LCD flat screen televisions; (2) desktop computers linked to both screens; both computers have USB ports for portable drives and CD-ROM drives; and (1) desktop is linked for audio.

9.) Can offerors bring their own equipment?
Answer: Yes.

10.) What is the schedule for the presentations?
Answer: Offerors will be allotted a total of 90 minutes for the presentations. Presentations are to begin promptly at the allotted time provided in your letter of invitation dated December 6, 2011. Your development team shall have 15 minutes prior to the presentation start time for set-up and introductions of the development team & GSA personnel, and 15 minutes at conclusion for take-down. Please allow for 30 minutes for questions and answers.

The schedule is broken down as follows:

Set-up & Introductions	15 minutes
Presentation	60 minutes
Q&A	30 minutes
Take-down	15 minutes

With the exception of the Q&A and take-down, Offerors may, in their discretion, elect to shift the allotted times. For instance, if it only takes 10 minutes to set-up, the offeror may elect to shift 5 minutes to the presentation portion. Likewise, if the offeror concludes the presentation portion early, then the offeror may elect to allot additional time for the Q&A period. That being stated, the offeror must allow for at least 30 minutes for Q&A and 15 minutes for take-down. In addition, Offerors are cautioned that if the set-up takes more than 15 minutes, the amount of time allotted for the presentation portion will be decreased accordingly.

11.) Should offerors only cover the information submitted in the initial offers?
Answer: Please refer to cover letter. Offerors are free to allocate the 60 minute block of time as they deem necessary.

12.) Will GSA identify who (name, position, and role in the selection process) from GSA and its consultants, will be present for the oral presentation? Will GSA provide bios for these people?
Answer: GSA will not identify the government personnel and consultants, if any, who are present in the room until the beginning of each oral presentation. This time will not count against the offeror's 90 minute block. No bios will be provided.

13.) Will we be presenting to the actual selection team members, some of the technical evaluation team members, or both?
Answer: Most likely both.

14.) According to the March RFP, GSA reserves the right to discuss matters with some or all developers. Are there any matters particular to the proposal that you like to see offerors elaborate upon in the oral presentations?
Answer: Please refer to cover letter.

15.) Are presentations to be evaluated on a separate point or rating system, distinct from the factors given in the RFP? If so, will you disclose those factors?
Answer: No, presentations are not to be evaluated on a separate point or rating system, distinct from the factors given in the RFP.

16.) Should offerors address the financial offer and supporting financial information (budget and pro forma)?
Answer: Please refer to cover letter.

17.) Should the oral presentation be verbatim of our written presentation or compression?
Answer: Please refer to cover letter.

18.) Are the materials presented and discussed confidential?
Answer: The same confidentiality will be applied to the oral presentations as to the initial proposals. Please refer to the RFP.

19.) Is there an area of concentration or interest to the panel members?
Answer: Please refer to cover letter.

20.) Should offerors prepare any handouts for the presentation or can offerors assume that the selection panelists and their advisers have our full submittal?
Answer: Offerors may provide any handouts they deem necessary. In addition, offerors are free to present any information they deem necessary, including but not limited to Power Point, multi-media presentations, etc. Offerors are limited, however, to providing a thirty (30) page written submission that will be left with GSA and included as a supplement to the offeror's initial proposal submission. Offerors may, in their discretion, provide this written submission at any time during the oral presentation. That is to say, offerors may provide the written submission at the beginning, middle, or end of the presentation.

21.) Should we offer bios of our presenters to GSA?
Answer: Each offeror must independently decide how to best allocate the time period. To the extent bios are provided as part of the written submission, they will count towards the thirty (30) page limit.

22.) Should offerors include the proposed general contractor in the presentation?
Answer: This is left to the discretion of each individual offeror.

23.) Can you share with us who the finalists are?
Answer: No.

24.) Will the questions from the panelists be integrated throughout the presentation or at the end?
Answer: The end.

25.) How long should we plan for the question period?
Answer: 30 minutes.

26.) Can offerors submit an additional written submission along with the oral presentation?
Answer: Yes; offerors may provide an additional written submission along with its oral presentation. Additional written submissions are limited to thirty (30) pages, inclusive of all Power Point slides, attachments, spreadsheets, pictures, etc. The written submission will be left with GSA and included as a supplement to the offeror's initial proposal submission.

27.) How many copies of the written submissions should be provided?
Answer: Please provide six (6) hard copies of the written submission and one electronic version in pdf format on a CD-ROM or DVD.

28.) Will the presentations be recorded?
Answer: Yes.

TABLE OF CONTENTS

Page

ARTICLE I	**DEFINITIONS**	2
1.1	Definitions	2
ARTICLE II	**PREMISES**	28
2.1	Lease of Land and Improvements	28
2.2	Vault Space	28
2.3	Lease as Master Lease	28
2.4	"As-Is Where-Is" Condition	29
2.5	Landlord's Access	29
2.6	Public Access; Clock Tower Space; Clock Tower Costs	30
2.7	Signs	31
2.8	Compliance with Historic Preservation Standards	31
ARTICLE III	**LOAN TO VALUE**	31
3.1	Construction Loan	31
3.2	Loan to Cost; Loan to Value Ratio	31
ARTICLE IV	**TERM**	32
4.1	Commencement	32
4.2	Programmatic Agreement	32
4.3	Holding Over	32
4.4	Early Termination	33
4.5	Commencement of the Project	34
4.6	Delivery of Exclusive Possession	34
ARTICLE V	**RENT AND RESERVES**	35
5.1	Rent	35
5.2	Proceeds from Sale or Refinancing	35
5.3	Statements	36
5.4	Audit of Annual Statements	37
5.5	Retention of Records	38
5.6	Contributions to FF&E/CAPEX Reserve	38
5.7	General Rent Provisions	39
5.8	Net Lease	39
ARTICLE VI	**STANDARD OF OPERATION AND USE**	40
6.1	Permitted Use	40
6.2	Certain Uses	40
6.3	No Use By Public Without Restriction	40
6.4	Continuous Occupancy	40
6.5	Minimum Hold Period	41
ARTICLE VII	**REPAIRS AND MAINTENANCE**	41
7.1	Tenant	41
7.2	Landlord	42

7.3	Compliance with Laws.	42
7.4	Contest of Obligation.	42
7.5	Termination Right.	43
ARTICLE VIII	**ALTERATIONS**	44
8.1	Right To Make Alterations.	44
8.2	Additional Requirements	45
ARTICLE IX	**TENANT'S PROPERTY, ETC.**	45
9.1	Ownership of Tenant's Property.	45
9.2	Leased and Financed Property, Etc.	46
9.3	Name of Building; Intellectual Property.	46
ARTICLE X	**MECHANICS' LIENS**	48
10.1	No Liens.	48
10.2	No Consent of Landlord.	48
10.3	Notice of Liens.	48
ARTICLE XI	**TAXES**	48
11.1	Taxes.	48
11.2	Payment of Personal Property Taxes	49
11.3	Election to Pay in Installments.	49
11.4	Intentionally Omitted.	49
11.5	Contest	49
ARTICLE XII	**UTILITIES AND SERVICES**	50
12.1	Tenant Pays For Its Utilities.	50
12.2	Transfer of Utilities.	50
12.3	Utilities Provided by Landlord.	50
12.4	Landlord's Liability	50
ARTICLE XIII	**INSURANCE**	52
13.1	Tenant's Fire and Extended Coverage.	52
13.2	Tenant's Worker's Compensation, Employer Liability, Commercial General Liability And Commercial Automobile Liability Coverage.	53
13.3	Policies, Certificates and Cancellation.	54
13.4	Blanket Coverage.	54
13.5	Subrogation Waiver	54
13.6	Tenant Insurance Primary.	54
ARTICLE XIV	**INDEMNIFICATION OF LANDLORD**	54
14.1	Tenant's Obligation.	54
14.2	Obligation Not Affected By Failure of Insurance Carriers.	55
14.3	Tenant to Defend Claims Against Landlord	55
ARTICLE XV	**OPERATOR; ASSIGNMENT AND SUBLETTING**	55
15.1	Operator	55

15.2 General Prohibition Against Tenant Assignment. 56
15.3 Assignment of Lease; Sublease of All or Substantially All of the Premises to a Qualified Transferee. 56
15.4 Assignment of Interests. 57
15.5 Subleases. 57
15.6 Affiliates. 58
15.7 Lenders. 59
15.8 Transfer Procedures. 59
15.9 Other Provisions Applicable to Article 15. 60

ARTICLE XVI LANDLORD'S RIGHT TO ASSIGN; SALE BY LANDLORD; MERGER 61
16.1 Landlord's Right To Assign. 61
16.2 Right of First Offer. 61
16.3 Sale by Landlord. 64
16.4 Merger. 64

ARTICLE XVII LEASE STATUS REPORTS; LEGAL OPINION 64
17.1 Lease Status Reports. 64
17.2 Legal Opinions. 64

ARTICLE XVIII LEASEHOLD MORTGAGES AND MEZZANINE LOANS 65
18.1 Definitions. 65
18.2 Permitted Assignments for Security. 65
18.3 No Merger or Termination By Reason Of Foreclosure, Sale or Surrender. 66
18.4 Leasehold Mortgagee Succeeds to Tenant's Interest; Liability of Leasehold Mortgagee Limited. 66
18.5 Right of Leasehold Mortgagee to Cure Default. 67
18.6 Assignment. 68
18.7 Continuing Offer. 69
18.8 New Lease and Survival. 69
18.9 Additional Rights of Leasehold Mortgagee. 70
18.10 Multiple Mortgagees. 70
18.11 Condemnation Proceeds. 70
18.12 Execution of Documents. 70
18.13 Notice. 70
18.14 Disputes over Lien Priority. 71
18.15 Reimbursement of Landlord's Costs. 71

ARTICLE XIX NOTICE; APPROVALS 71
19.1 Procedure. 71
19.2 Form and Effect of Notice. 72
19.3 Approval. 73

ARTICLE XX RECORDATION; COVENANTS RUNNING WITH THE LAND 73
20.1 Recordation of Memorandum of Lease. 73
20.2 Covenants Running With the Land. 73

ARTICLE XXI **NO PARTNERSHIP** 74
21.1 Lease Provisions..... 74

ARTICLE XXII **DAMAGE OR DESTRUCTION OF PREMISES**..... 74
22.1 Insured Casualty. 74

ARTICLE XXIII **APPROPRIATION** 75
23.1 Total Taking. 75
23.2 Partial Taking: Repair and Restoration By Tenant..... 75
23.3 Right of Termination. 75
23.4 Allocation of Award. 76
23.5 Temporary Appropriation..... 76
23.6 Representation. 76

ARTICLE XXIV **SURRENDER OF PREMISES** 77
24.1 Required Condition. 77
24.2 Termination Before Substantial Completion..... 77
24.3 Other Contracts and Subleases. 78

ARTICLE XXV **INSOLVENCY OR BANKRUPTCY** 78
25.1 Insolvency or Bankruptcy. 78

ARTICLE XXVI **QUIET ENJOYMENT BY TENANT** 79
26.1 Quiet Enjoyment. 79
26.2 Compliance With Applicable Laws. 80

ARTICLE XXVII **DEFAULT; RIGHTS ON CERTAIN TERMINATION EVENTS** 80
27.1 Tenant's Default. 80
27.2 Landlord's Default. 85
27.3 Termination Procedures. 85
27.4 Waiver; Cumulative Remedies..... 85

ARTICLE XXVIII **DISPUTE RESOLUTION** 86
28.1 Dispute Resolution. 86

ARTICLE XXIX **FORCE MAJEURE** 88
29.1 Obligations. 88

ARTICLE XXX **CONSTRUCTION OF THE PROJECT**..... 88
30.1 Work Agreement. 88

ARTICLE XXXI **HAZARDOUS MATERIALS** 88
31.1 Reserved. 88
31.2 Landlord's and Tenant's Obligations. 88
31.3 Tenant's Remediation Rights and Obligations..... 89
31.4 Inspection; Test. 89

ARTICLE XXXII **HOTEL STANDARD** 89
32.1 Hotel Standard. 89

ARTICLE XXXIII **RENEWAL** 91
33.1 Renewal Rights. 91
33.2 Terms, Notices and Conditions of Renewal. 92

ARTICLE XXXIV **SECURITY DEPOSIT** 94
34.1 Security Deposit. 94

ARTICLE XXXV **INTENTIONALLY OMITTED** 96

ARTICLE XXXVI **GUARANTIES** 96
36.1 Guaranties 96

ARTICLE XXXVII **MISCELLANEOUS** 96
37.1 Confidentiality. 96
37.2 Governing Law. 97
37.3 Successors and Assigns. 97
37.4 Construction and Interpretation. 97
37.5 Entire Agreement and Amendment. 97
37.6 Brokers' Commissions. 97
37.7 References. 98
37.8 Exhibits and Schedules. 98
37.9 Counterparts and Signature Pages. 98
37.10 Severability of Provisions. 98
37.11 Number and Gender. 98
37.12 Investment and Rehabilitation Tax Credit. 98
37.13 Identity of Landlord. 99
37.14 Identity of Tenant. 99
37.15 Tenant's Representations. 100
37.16 Landlord's Representations. 101
37.17 No Subordination. 101
37.18 Excavation and Shoring. 102
37.19 Interested Parties. 102
37.20 Governmental Role of Landlord. 103
37.21 Antennae Agreements. 103
37.22 Payment Upon Termination. 104
37.23 Equal Employment Opportunity. 104
37.24 Pennsylvania Avenue Usage. 105
37.25 Davis-Bacon. 106
37.26 Simultaneous Termination of the Lease, Programmatic Agreement, Memorandum of Understanding (Jurisdiction) and Work Agreement. 106
37.27 Further Assurances. 106
37.28 No Right to Terminate for Convenience. 106
37.29 Removal of Title Exceptions. 106
37.30 Rent Credit Interest. 106
37.31 Up-Front Payment. 107
37.32 Accuracy of Written Reports. 107

37.33 A&T Lot Applications. 107

EXHIBITS AND SCHEDULES

Exhibit A-1 – Tenant's Soft Cost Categories
Exhibit A-2 – Tenant's Hard Cost Categories
Exhibit B-1 – Equity Guaranty
Exhibit B-2 – Bad Acts Guaranty
Exhibit C – Clock Tower Space
Exhibit D – Legal Description of Land
Exhibit E-1 – Title Exceptions
Exhibit E-2 – Title Exceptions (for Removal as of Exclusive Possession)
Exhibit F – Form of Work Agreement
Exhibit G – Form of Ownership Affidavit/Organizational Chart
Exhibit H –Intentionally Omitted
Exhibit I – Prohibited IP Rights (Landlord) Usage
Exhibit J – Memorandum of Lease
Exhibit K – Form of Consent to Sublease
Exhibit L – Memorandum of Understanding (Jurisdiction)
Exhibit M-1 – List of Antennae Agreements
Exhibit M-2 – Form of Government Antennae Leases
Exhibit N – Ditchley Bells
Exhibit O – Form of Letter of Credit
Exhibit P-1 – Pennsylvania Avenue Jurisdiction
Exhibit P-2 – C Street Jurisdiction
Exhibit Q – Memorandum of Understanding with NPS
Exhibit R – Pennsylvania Avenue Usage Limits
Exhibit S – Form of Letter of Credit Step-Down Letter
Exhibit T – Form of Memorandum of Lease Termination
Exhibit U – Form of Statement of Lease

Schedule A – Programmatic Agreement
Schedule B – Hurdle Amount Calculation
Schedule C – Landlord Antennae Area
Schedule D – Additional Obligations for a Subsequent Landlord
Schedule E – Criteria for Purposes of the Minimum Operating Standard
Schedule F – Hotel Brands for Purposes of the Minimum Operating Standard
Schedule G – Criteria for the Purposes of the Other Standard
Schedule H – Prohibited Uses
Schedule I – Certificate of Financial Status

Trump Old Post Office LLC

725 Fifth Avenue, 25th Floor
New York, NY 10022

(b) (6) [redacted]
Executive Vice President,
Development and Acquisitions
Direct Dial: (b) (6) [redacted]
Fax: (b) (6) [redacted]
Email: (b) (6) @trumporg.com

February 14, 2013

Kevin Terry
Senior Realty Contracting Officer
U.S. General Services Administration (GSA)
301 7th Street, SW
Room 7600
Washington, DC 20024

Dear Mr. Terry,

Trump Old Post Office LLC has engaged (b) (6) [redacted] of Beyer Blinder Bell Architects & Planners LLP (BBB) to replace Arthur Cotton Moore/Associates PC as the Design Architect for redevelopment of the Old Post Office.

BBB has a broad level of experience in public and civic projects, particularly in Washington, D.C., and strong relationships with U.S. government agencies. Their extensive background in historic preservation of governmental buildings makes them an excellent fit for the redevelopment of the Old Post Office.

Provided you are in agreement, please countersign on the line provided below and return to my attention at your earliest convenience. Please feel free to contact me at (b) (6) [redacted] or by email to (b) (6) [redacted] trumporg.com.

Best regards,
(b) (6) [redacted]

Ivanka Trump

Acknowledged and Agreed:
(b) (6) [redacted]

Kevin Terry
Senior Realty Contracting Officer
GSA Public Buildings Service

GSA Public Buildings Service

September 27, 2013

Trump Old Post office LLC
60 Crossways Park Drive West (Suite 301)
Woodbury, New York 11797
Attn: (b) (6) [redacted]

Re: Notification of Planned Delivery Date

Dear (b) (6) [redacted]

Pursuant to Section 4.6(a) of the Ground Lease, the General Services Administration (Landlord) hereby notifies Trump Old Post Office LLC (Tenant) that the Planned Delivery Date will be May 31, 2014.

Sincerely,

Kevin M. Terry

Kevin Terry
Senior Realty Contracting Officer

cc (via e-mail): Trump Old Post Office LLC
c/o The Trump Organization
725 Fifth Avenue, 26th Floor
New York, New York 10022
Attn: (b) (6) [redacted]
(b) (6) [redacted] trumporg.com

U.S. General Services Administration
301 7th Street SW
Washington, DC 20407-0001
www.gsa.gov

AGREEMENT OF SUBLEASE

Dated June 30, 2015

between

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company,
as Landlord

and

STARBUCKS CORPORATION
a Washington corporation,
as Tenant

Demised Premises:

Approximately 1,760 square feet of retail space in
Trump International Hotel, The Old Post Office, Washington D.C.
located at 1100 Pennsylvania Avenue NW, Washington D.C. 20004

Table of Contents

1. Definitions. 1
2. Demise. 1
3. Term. 1
4. Use and Exclusivity. 4
5. Rent. 6
6. Escalations. 8
7. Delivery; Preparation of Premises for Initial Occupancy 10
8. Alterations. 15
9. Maintenance and Repair. 20
10. Liens 25
11. Legal Compliance; Safety and Security 26
12. Indemnity 29
13. Insurance 30
14. Casualty 34
15. Eminent Domain 36
16. Assignments; Leasehold Mortgages and Encumbrances 37
17. Subordination and Estoppel 38
18. Areas Exterior to Demised Premises 39
19. Utilities and HVAC 40
20. Access to Premises 44
21. Bankruptcy 45
22. Default 46
23. Remedies 48
24. No Waiver 54
26. Tenant's Right of Cancellation. 55
27. Matters of Civil Procedure 56
28. Notices 58
29. Brokerage 58
30. No Representations by Landlord 59
31. Quiet Enjoyment. 59
32. Adjacent Excavation and Shoring 59
33. Rules and Regulations 60
34. Signage 60
35. Tenant's Equipment Leases 61
36. Operation of Business 61
37. Store and Hotel Covenants 63
38. Miscellaneous 68

EXHIBITS

EXHIBIT A	-	Definitions
EXHIBIT B	-	Depiction of Demised Premises
EXHIBIT C	-	Landlord's Work
EXHIBIT D1	-	Landlord's Drawing Deliveries
EXHIBIT D2	-	Certain Definitions Pertaining to Tenant's Plans and Tenant's Work
EXHIBIT D3	-	Tenant's Work Submittal List and Milestone Dates
EXHIBIT E	-	Notice Addresses
EXHIBIT F	-	Intentionally Deleted
EXHIBIT G	-	Depiction of Washroom Space
EXHIBIT H	-	Governmental Provisions
EXHIBIT I	-	Exterior Signage
EXHIBIT J	-	Letter from GSA
EXHIBIT K	-	Form of SNDA

AGREEMENT OF SUBLEASE

THIS **AGREEMENT OF SUBLEASE** (this "**Sublease**"), is made as of this 30th day of June 2015 between **TRUMP OLD POST OFFICE LLC**, a Delaware limited liability company ("**Landlord**"), having an address c/o The Trump Organization, 725 Fifth Avenue, New York, New York 10022 and **STARBUCKS CORPORATION**, a Washington corporation ("**Tenant**"), having an address at 3401 Utah Avenue South, Seattle, Washington, 98134.

BACKGROUND

A. Landlord leases the building located at 1100 Pennsylvania Avenue NW, Washington D.C. 20004 (the "**Building**") pursuant to that certain ground lease by and between the United States of America, as landlord (the "**Master Landlord**"), and Landlord, as tenant, dated August 8, 2014 (the "**Master Lease**").

B. Landlord intends to open a hotel in the Building (the "**Hotel**") to be known as Trump International Hotel, The Old Post Office, Washington D.C.

C. Landlord desires to sublease to Tenant and Tenant desires to hire from Landlord approximately 1,760 square feet of retail space (space #7) within the Building, and approximately 2,500 square feet for outdoor dining (the "**Outdoor Dining Area**"). Within six (6) months following the Delivery Date, Tenant shall have the right to remeasure the Premises. If the Premises, as remeasured by Tenant and verified by Landlord, are at least 1,672 square feet, the Premises shall be deemed to be 1,760 square feet for all purposes pursuant to this Sublease. If the Premises contain fewer than 1,672 square feet, Base Rent, CAM Charges, the Tax Contribution, Tenant's Allowance, and any other item based on square footage shall be reduced to reflect the actual square footage of the Premises.

NOW, THEREFORE, for the mutual covenants set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant, for themselves, their heirs, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. **Definitions.** Each initial capitalized term used in this Sublease has the meaning given to it in Exhibit A to this Sublease unless otherwise indicated.

2. **Demise.** Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the premises, including all rights appurtenant thereto, depicted on Exhibit B1 and including the Outdoor Dining Area (collectively, the "**Demised Premises**").

3. **Term.**

   a. Generally. Unless cancelled or terminated or extended as provided in this Sublease, the term of this Sublease (the "**Term**") shall commence on the

Commencement Date and end on the date that occurs immediately prior to the tenth (10th) anniversary of the Rent Commencement Date (the "**Expiration Date**"), both dates inclusive.

b. Commencement Date. The "**Commencement Date**" shall be the earlier of: (x) the Delivery Date or (y) the date Tenant or anyone claiming by, through or under Tenant, occupies any portion of the Demised Premises for construction of Tenant's Work, the conduct of Tenant's business or otherwise. "**Delivery Date**" means the date that the Landlord delivers physical possession of the Demised Premises to Subtenant vacant and in broom-clean condition with the Landlord's Work substantially complete except for the Punchlist items and any portion of Landlord's Work, if any, that is specifically listed on Exhibit C as not being required to be completed as of the Delivery Date. As used herein the term "**Punchlist Items**" shall mean any items of construction of the Landlord's Work that remain to be completed, that while incomplete will not (a) materially interfere with or materially delay any portion of Tenant's construction of the Tenant's Work and the completion of which can and will be done so as not to materially interfere with or materially delay the Tenant's Work, or (b) delay or prevent Tenant's use and/or occupancy of the Premises. Landlord shall complete all Punchlist Items within thirty (30) days of identification of such items by Tenant, which Tenant shall have the right to identify through an inspection to be made within ten (10) days following the date Landlord identifies as the Delivery Date. It is presently contemplated that the Delivery Date shall occur on or about March 1, 2016 (the "**Anticipated Delivery Date**"). If the actual Delivery Date does not occur on or before fourteen (14) days after the Anticipated Delivery Date, Tenant shall be entitled to a credit against the first Base Rent payable after the Rent Commencement Date of one (1) day of Base Rent for each one (1) day that occurs after the then effective Anticipated Delivery Date until the actual Delivery Date. In the event that the actual Delivery Date does not occur on or before December 31, 2016, Tenant shall have the right to terminate this Sublease, exercisable upon written notice delivered to Landlord on or before January 31, 2017, TIME BEING OF THE ESSENCE. In the event that Tenant validly terminates this Sublease pursuant to the immediately preceding sentence, Landlord shall (i) return any rent or other deposit paid by Tenant to Landlord, if any, and (ii) reimburse Tenant for its reasonable actual third-party out-of-pocket expenses paid by Tenant in connection with the negotiation of the this Sublease plus the design, permitting and other soft costs in connection with the Tenant's Work, subject to delivery to Landlord of such reasonable evidence and back up of such expenses; provided, however, Landlord's reimbursement obligation under Section 3(b)(ii) shall not exceed (b) (4) [redacted] dollars ($(b) (4) [redacted]). Landlord acknowledges that design, soft costs, and other expenses shall include allocations of Tenant's in-house personnel at reasonable rates equal to or below market rates for similar services. The Commencement Date shall be confirmed, along with other matters, by written notice sent by either party to the other (the "**Commencement Notice**"). Such Commencement Notice shall be conclusive and binding on the parties as to

STARBUCKS

all matters set forth therein, unless within thirty (30) business days following delivery of the Commencement Notice, the receiving party contests any of the matters contained therein by notifying the delivering party in writing of objections. The failure to deliver the Commencement Notice shall not affect the determination of the Commencement Date.

c. Renewal.

i. Option. Landlord hereby grants to Tenant two (2) options to renew the Term of this Sublease for two (2) consecutive periods of five (5) years each (each, a "**Renewal Period**") on the same terms and conditions contained in this Sublease for the initial Term except that the rate of Base Rent shall be as established under Subsection 5(d) and Tenant shall not be entitled to any abatement of rent, free rent periods, inducement payments, Tenant's Allowance, additional renewal options or Landlord's Work during any Renewal Period. Tenant will retain possession of the Demised Premises on each Renewal Period Commencement Date in "as-is" condition and Base Rent and all Additional Rent shall begin accruing immediately upon the Renewal Period Commencement Date. Provided that Tenant validly exercised its option to renew this Sublease for the first Renewal Period, the first Renewal Period shall commence on the date that is the tenth (10th) anniversary of the Rent Commencement Date and end on the date that occurs immediately before the date that is the fifteenth (15th) anniversary of the Rent Commencement Date. Provided that Tenant validly exercised its option to renew this Sublease for both Renewal Periods, the second Renewal Period shall commence on the fifteenth (15th) anniversary of the Rent Commencement Date and end on the date that occurs immediately before the twentieth (20th) anniversary of the Rent Commencement Date. Each of the commencement date for the first Renewal Period and the commencement date for the second Renewal Period shall be referred to herein as a "**Renewal Period Commencement Date**". For the avoidance of doubt, if Tenant does not validly exercise its option for the first Renewal Period, then the provision set forth herein for the option for the second Renewal Period shall be void and of no effect.

ii. Procedure. To exercise its option to renew this Sublease as set forth herein, Tenant must give written notice ("**Renewal Notice**") to Landlord of such exercise no later than three hundred sixty (360) days prior to the expiration of the Term. Once such notice is given, such exercise of the option shall be irrevocable.

iii. Memorialization. If Tenant has validly exercised its option to renew, then within thirty (30) days after such exercise, Landlord and Tenant shall enter into a written amendment to this Sublease confirming the terms and conditions applicable to such Renewal Period.

iv. Conditions Precedent. An exercise of the option to renew the Term shall only be valid if the Renewal Notice is timely given and at the time such Renewal Notice is given and on the applicable Renewal Period Commencement Date this Sublease has not been cancelled or terminated and there exists no Event of Default and no notice has been given that, with the passage of time, would give rise to an Event of Default. Notwithstanding the foregoing, Tenant may give a Renewal Notice if a fact or circumstance that but for the passage of time or the giving of notice would be an Event of Default exists on the date the Renewal Notice is given, provided, however, if such default is not cured to the reasonable satisfaction of Landlord on or before the earlier of the date upon which such default becomes an Event of Default or the Renewal Period Commencement Date, then upon the earlier of such date such Renewal Notice automatically, without any further action, shall be deemed void *ab initio* and of no force and effect.

d. End of Term.

i. Quit, Surrender, Removal of Tenant's Property. Upon the cancellation, termination or expiration of this Sublease, Tenant shall be obligated to, at Tenant's expense, remove any of its trade fixtures or equipment, any Installations and all other Tenant's Property, and quit and surrender to Landlord the Demised Premises, broom clean, in good order and condition, ordinary wear excepted. Tenant shall have the right to de-identify the Demised Premises to remove any proprietary or brand related characteristics of the Demised Premises.

ii. Holdover. Notwithstanding the foregoing, if Tenant shall fail timely to quit and surrender the Demised Premises in accordance with Subsection 3(d)(i), then Tenant shall be deemed a month-to-month tenant in the Demised Premises, and the rent payable thereunder shall be (a) for the first three months equal to (b)(4) % of the sum of all Base Rent and Additional Rent payable with respect to the last full calendar month of the Term occurring prior to the cancellation, termination or expiration, as applicable, of the Term and (b) (b) % thereafter. The foregoing provision shall not, and shall not be deemed to, operate as a consent by Landlord for any such holdover tenancy.

4. **Use and Exclusivity.**

a. Use. Tenant shall use and occupy the Demised Premises as a coffee store, including, at Tenant's discretion, the retail sale of: (a) whole and ground coffee beans, (b) coffee by the cup, (c) espresso/coffee/tea-based drinks, (d) teas and spices, (e) blended beverages, (f) espresso/coffee/tea related equipment, supplies

and accessories, (g) seasonal, promotional and Tenant branded merchandise, (h) assorted food items, including, but not limited to, baked goods, desserts, frozen desserts, salads, sandwiches, juices, candies, and novelties, (i) beer and wine, (j) books, magazines and newspapers, (k) music merchandise and digital media content and (l) other non-food items that are reasonable for Tenant to carry (as long as such items when first sold are not excluded by other leases). Notwithstanding anything to the contrary, Tenant shall not at any time use or occupy the Demised Premises in violation of this Sublease, Legal Requirements or the certificate of occupancy issued for the Demised Premises. Without limiting the foregoing, Tenant agrees that the value of the Demised Premises and the reputation of the Landlord will be seriously injured if the Demised Premises are used for any Obscene Use and Tenant shall not use the Demised Premises for any Obscene Use or permit or suffer the Demised Premises to be used for any Obscene Use. Tenant agrees that if at any time Tenant uses the Premises for any Obscene Use, such violation shall be deemed a breach of a substantial obligation of this Sublease.

b. Exclusivity Restriction on Landlord. From and after the Commencement Date and throughout the Term, provided that Tenant is operating for the permitted use (other than closures as otherwise permitted by this Sublease), Landlord shall not and shall not permit any party, other than Tenant, to (i) operate a branded coffee store on the Property or (ii) sell on the Property: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee, and/or (e) blended beverages, provided that such restriction on blended beverages shall not apply to the sale of blended beverages by an ice cream store as long as such blended beverages do not contain coffee (other than coffee or espresso ice cream); except that other tenants may sell (i) brewed coffee or brewed tea that is not (a) gourmet and (b) brand identified with the name of the coffee or tea wholesaler/coffee or tea brand, and (ii) pre-bottled tea or pre-bottled tea based drinks. This exclusivity restriction shall not apply to restaurants on the Property that are full service sit down restaurants with wait staff. Furthermore, the exclusivity restriction shall not apply to hotel room service, banquets or catering. The hotel may also set up complimentary coffee service in the hotel for guests, so long as it is complimentary and no revenue is being generated from such service. In the event Landlord receives from Tenant written notice of the existence of a use in the Building that is in violation of the foregoing restrictive covenant (a "**Tenant's Notice of Violation of Restrictive Covenant**"), Landlord shall use reasonable efforts to enforce the provisions of subleases and other agreements with "rogue" tenants in order to protect such restrictive covenant. Landlord shall not be deemed to be in breach of its obligation under this Subsection 4(b) if (A) it commences enforcement of the provisions of such "rogue" tenant's lease (i.e., issues a written notice under such sublease) that is the subject of a Tenant's Notice of Violation of Restrictive Covenant within fifteen (15) days after Landlord's receipt thereof and thereafter continues to diligently pursue reasonable efforts to enforce the provisions of such sublease, to

the extent that Landlord may lawfully do so, or (B) a court of competent jurisdiction determines that, for any reason, the use that is the subject of a Tenant's Notice of Violation of Restrictive Covenant may be permitted to continue in existence. In the event Landlord receives a written assertion from counsel to a third party, whether a Governmental Authority or a private party, claiming that the terms and conditions of this Subsection 4(b) constitute a violation of Legal Requirements and Landlord's counsel advises in a written opinion a copy of which is provided to Tenant that such claim has sufficient legal merit to sustain a suit, arbitration hearing or other legal proceeding that has a reasonable prospect of prevailing, then unless Tenant agrees to waive the enforcement of the foregoing restrictive use covenant, if Tenant still requests Landlord to continue to enforce a covenant implementing this Subsection 4(b) Tenant shall defend, hold harmless and indemnify Landlord and each other Landlord Indemnified Party from and against any and all Claims arising from, connected with or related to all or any part of this Subsection 4(b) including the enforcement thereof.

5. **Rent.**

a. Base Rent.

i. Generally. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord an annual minimum rent (the "**Base Rent**"). The "**Rent Commencement Date**" shall be the earlier of (a) one hundred-twenty (120) days after the Possession Date, provided that (i) Landlord construction items have been removed from 12th Street, the patio area, and the rear entrance area of the Building adjacent to the Demised Premises, and (ii) the retail lobby and Washroom Space are open to the public, or (b) the first date on which Tenant or anyone claiming by, through or under Tenant, engages in the sale of food and beverage in the Demised Premises. Base Rent shall be due and payable in equal monthly installments in advance on the Rent Commencement Date and on the first day of each calendar month thereafter. If the Rent Commencement Date falls on a date other than the first day of a calendar month, the Rent due for such fractional month shall be prorated on a per diem basis for the portion of such fractional month occurring on or after the Rent Commencement Date. At the request of either of the parties, following the Rent Commencement Date, the parties shall execute a memorandum or letter confirming the Rent Commencement Date, the Expiration Date, and such other key dates as either party may reasonably request.

The "**Possession Date**" means the date that is the later of (i) Delivery Date or (ii) the date the Initial Work Authorization (as defined below) is issued provided that (1) Tenant has, in good faith, applied to obtain, at the first reasonable time to do so, such authorization from the General Services

Administration of the United States of America (the **"GSA"**) as is necessary to commence construction of the portion of the Tenant's Work scheduled in the Tenant's Work Schedule (as such term is defined) in Exhibit D3 to this Sublease as reviewed and approved by Landlord to commence on the Delivery Date (including all other related Permits, the **"Initial Work Authorization"**) and thereafter diligently prosecuted such application, including, without limitation, promptly supplying all additional information and documentation as may be requested by the GSA, and (2) any failure of such Initial Work Authorization to issue by the Delivery Date was not due to the Tenant's fault or delay.

ii. Initial Term Base Rent. Base Rent shall be at the following rates:

Period	**Base Rent**	**Monthly Installments**
From Rent Commencement Date To end of the Fifth (5th) Sublease Year	$(b) (4)	$(b) (4)
From the beginning of the Sixth (6th) Sublease Year to the end of the Initial Term	$ (b) (4)	$ (b) (4)

If the Rent Commencement Date falls on a date other than the first day of a calendar month, the Base Rent due for the calendar month in which the Rent Commencement Date occurs and the calendar month in which the Term expires will be prorated on a per diem basis for the portion of each such fractional month falling within the Term.

b. Intentionally deleted.

c. Additional Rent. All costs and expenses that Tenant assumes or agrees to pay pursuant to this Sublease shall, at Landlord's election, be treated as additional rent. All such costs and expenses that Landlord elects to treat as additional rent (including Percentage Rent) are referred to in this Sublease as "**Additional Rent**". In the event of non-payment of Additional Rent, Landlord shall have all of the same rights and remedies in this Sublease as are provided for the non-payment of Base Rent and at law and equity for non-payment of rent. Each item of Additional Rent shall be due and payable as set forth in this Sublease for each such item of Additional Rent. Base Rent and Additional Rent shall at times be referred to collectively as "**Rent**."

d. Renewal Period Base Rent. Base Rent during each Renewal Period shall be at the following rates: Eleventh (11th) Sublease Year to the end of the first Renewal Period $(b) (4) ($(b) (4) per month). Sixteenth (16th) Sublease Year to

end of Second Renewal Period $(b) (4) [redacted] ($ (b) (4) [redacted] per month).

e. Payment. Tenant shall pay Base Rent and Additional Rent in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment at Landlord's Address for Payment, without any set off or deduction whatsoever, other than as expressly provided in this Sublease. Tenant may make all payments of Base Rent and Additional Rent through electronic funds transfer.

f. Intentionally deleted.

g. Legal Restrictions on Payment of Rent. If any of the Base Rent or Additional Rent payable under the terms and provisions of this Sublease shall be or become uncollectible, reduced or required to be refunded because of any Legal Requirement, Tenant shall enter into such agreement(s) and take such other steps as Landlord may reasonably request and as may be legally permissible to permit Landlord to collect the maximum rents that from time to time during the continuance of such rent restriction may be collected. Upon the termination of such rent restriction, (a) the rents shall become and thereafter be payable in accordance with the amounts reserved herein for the periods following such termination and (b) Tenant shall pay to Landlord, to the maximum extent legally permissible, an amount equal to (i) the rents which would have been paid pursuant to this Sublease but for such rent restriction less (ii) the rents actually paid by Tenant during the period such rent restriction was in effect.

6. **Escalations.**

a. Tax Contribution. Commencing on the Rent Commencement Date, Tenant shall pay, as Additional Rent, an amount equal to (b) [redacted] Dollars ($(b) [redacted] per square foot in the Demised Premises (the "**Initial Tax Contribution**"), as increased pursuant to Subsection 6(b) (the Initial Tax Contribution, or if increased, as so increased, the "**Tax Contribution**"). Landlord and Tenant agree for all purposes of calculating the Tax Contribution under this Sublease the square footage of the Demised Premises will be deemed to be 1,760 square feet (subject to Tenant's right of remeasurement). The Tax Contribution shall be due and payable in equal monthly installments in advance on the Commencement Date and on the first day of each calendar month thereafter. On each such date, Tenant shall pay to Landlord as Additional Rent an amount equal to 1/12 of the Tax Contribution. The entire Tax Contribution shall be non-refundable.

b. Tax Contribution Escalation. If the Taxes for any Tax Year shall be more than the Base Tax, whether by reason of an increase either in the tax rate or the assessed valuation, or both, or by reason of the levy, assessment or any tax on real

estate or rents, or otherwise, then the Tax Contribution for such Tax Year shall equal the product of the Initial Tax Contribution multiplied by a fraction the numerator of which is Taxes for such Tax Year and the denominator of which is the Base Tax. "**Base Tax**" shall mean the Taxes for the 2017 Tax Year (i.e. 10/1/16 to 9/30/17). If the real estate tax fiscal year of the District of Columbia shall be changed or if any items included in Taxes are increased or first assessed, levied or imposed during any Tax Year, then the Tax Contribution shall be re-determined immediately (and the portion thereof due monthly shall be adjusted accordingly). For the avoidance of doubt, in no event shall the Base Rent or Additional Rent ever be reduced by operation of this Section 6. If Landlord has the right, at no additional cost, to extend the payment of assessments over a period of years, Landlord agrees to exercise such right to extend such assessment period over the longest time available.

c. Occupancy and Rent Tax. In addition to the Tax Contribution, Tenant shall solely be responsible for the payment of any and all occupancy tax or rent tax now in effect or hereafter enacted and shall pay same to the applicable Governmental Authority prior to the date on which the same may be deemed delinquent, provided, however, Tenant shall pay to Landlord within thirty (30) days, as Additional Rent, any occupancy tax or rent tax now in effect or hereafter enacted, if payable by Landlord in the first instance or hereafter required to be paid-by Landlord.

d. CAM Charge. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord, as Additional Rent, an annual payment (the "**CAM Charge**") to partially offset the Landlord's expenses incurred in respect of the repair, maintenance, operation and cleaning of the Building. Landlord and Tenant agree for all purposes of calculating the CAM Charge under this Sublease the square footage of the Demised Premises will be deemed to be 1,760 square feet (subject to Tenant's right of remeasurement). The CAM Charge shall be due and payable in equal monthly installments in advance, the first such installment on the Rent Commencement Date and on the first day of each calendar month thereafter. On each such date, Tenant shall pay to Landlord as Additional Rent an amount equal to 1/12 of the CAM Charge. The CAM Charge for the first Sublease Year of the Term will be (b) (4) dollars ($(b per square foot in the Demised Premises. Commencing with the second Sublease Year, and each year thereafter, the CAM charge shall increase by (% cumulatively for the Demised Premises. The entire CAM Charge shall be non-refundable. For the avoidance of doubt, (a) payment of the CAM Charge is independent from any other fee, charge or item of Additional Rent that may be payable by Tenant under this Sublease, regardless of whether such other fee, charge or item of Additional Rent may also affect a portion of Landlord's expenses incurred in respect of the repair, maintenance, operation and cleaning of the Building (including, without limitation, any charge for trash removal, recycling or utilities) and (b) Landlord shall have no obligation to demonstrate any or all expenses incurred in respect of the repair, maintenance,

operation and cleaning of the Building or account for the application of all or any portion of the CAM Charge towards any such expense.

7. **Delivery; Preparation of Premises for Initial Occupancy**.

a. Failure to Give Possession. Delay in the performance by Landlord of the work required by Exhibit C of this Sublease (the "**Landlord's Work**") or any inability of Landlord to give possession of the Demised Premises shall not subject Landlord to any liability for delay in giving possession, and the validity of this Sublease shall not be impaired under such circumstances nor shall the same be construed in any way to extend the Term, except as expressly provided herein. If permission is given to Tenant to occupy the Demised Premises or to occupy premises other than the Demised Premises prior to the Commencement Date, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this Sublease, provided that Tenant shall not be responsible for the failure or inability to deliver possession or complete construction or the obligation to pay the Base Rent CAM Charges and Real Estate Taxes. Notwithstanding the foregoing, if Landlord is delayed in achieving substantial completion of the Landlord's Work as a result of (a) Tenant's request for any Landlord's Additional Work, (b) Tenant's failure to furnish drawings and specifications in accordance with Section 7(b)(iii) below, (c) Tenant's changes in said drawings or specifications after final submission and approval thereof by Landlord (other than changes required by the GSA or a governmental entity with approval power over Tenant's drawings for reasons other than Tenant's failure to submit such drawings in accordance with code requirements existing at the time of submission) or (d) the performance or completion by a party employed by Tenant that constitutes a material obstruction or delay, or negligence or a breach of this Sublease including, without limitation, the failure to coordinate its work or cooperate with Landlord and Landlord's contractors, then the Commencement Date and Rent Commencement Date shall be accelerated by the number of days of such delay. Landlord shall give Tenant prompt written notice of any action or omission on Tenant's part that Landlord believes constitutes Tenant's fault or delay.

b. Preparation of Demised Premises.

i. Landlord's Work. Landlord shall perform or cause to be performed the Landlord's Work in accordance with the terms and conditions set forth in Exhibit C and this Sublease. The Landlord's Work pursuant to this Sublease shall be performed in a workmanlike manner and in compliance with all applicable Legal Requirements.

ii. Landlord's Additional Work. If, in connection with the preparation of the Demised Premises for initial occupancy, Landlord agrees in its sole discretion to perform, at Tenant's request, any additional work over and above Landlord's Work, or if Tenant's Plans (as defined below) have any

special requirements in excess of a customary first-class, high quality coffee store construction in respect of floor loads, heating, ventilating and air conditioning, electricity, plumbing and other matters relating to the shell and core or other central systems (including, but not limited to, mechanical, electrical, plumbing, sprinkler, security and life-safety systems) of the building that will change or add to the shell and core or central systems of the building, and Landlord notifies Tenant of such excess requirements in reasonable detail (including estimates as to the cost of work that will be required to meet such excess requirements prior to final approval of Tenant's drawings and plans described in Section 7(b)(iii) and Tenant determines not to modify Tenant's drawings and plans to eliminate the need for such excess requirement(s) then such work to meet such requirements will be "**Landlord's Additional Work**." Landlord's Additional Work shall be performed by Landlord, at Tenant's expense, as a Tenant's extra, provided that it shall perform such work using Landlord's base building contractors at rates acceptable to Tenant which include rates mandated by Davis-Bacon requirements. Prior to or after Landlord's consent to perform any Landlord's Additional Work, Landlord may cause to be prepared, at Tenant's expense, such drawings and specifications relating to the subject work or requirement as Landlord may desire (the "**Supplemental Building Plans**"). If any Landlord's Additional Work will require the consent of any Superior Lessor, Superior Mortgagee, Governmental Authority, utility or other Person, Landlord, at Tenant's expense, will promptly endeavor to obtain such consent, but Landlord will not be required to perform such Landlord's Additional Work unless and until such consent has been obtained. Before commencing any Landlord Additional Work, Landlord will submit to Tenant written estimates of the cost thereof. If Tenant will fail to approve any such estimate within one week, the same shall be deemed disapproved by Tenant and Landlord shall not be authorized or required to proceed thereon. Tenant shall pay Landlord, promptly upon being billed therefor, the cost of all Landlord Additional Work, and the cost for the preparation of the Supplemental Building Plans (whether or not Landlord is authorized or required to perform the work depicted or described thereon). Such sums shall be collectible as Additional Rent.

iii. Tenant's Work. (A) Generally. Tenant shall perform all work necessary to build-out the Demised Premises as a first class high quality Starbucks Coffee store, but as a one of a kind "Old Post Office Washington D.C." experience. Tenant may install such Tenant Improvement fixtures and finishes in the Premises pursuant to a design concept as reasonably approved by Landlord.

(B) Landlord's Drawing Deliveries. Tenant acknowledges that it has received from Landlord the drawings set forth on Exhibit D1 hereto, which Tenant may use at its own risk and solely in connection with the design and completion of the Tenant's Work.

(C) Tenant's Plans. Tenant, at Tenant's expense, shall provide Landlord with the following drawings and specifications prepared by a reputable architect and/or engineer reasonably acceptable to Landlord: Schematic Design Documents, and Interior Design Documents (each as defined in Exhibit D2). Landlord acknowledges that Tenant's initial plans, but not its final stamped permits submittals, will be prepared by Tenant's in house design group and approves Tenant's use of such group. All such drawings and specifications, and any change orders or other modifications thereto, are expressly subject to Landlord's prior written approval, which approval shall not unreasonably be withheld (such drawing and specifications as so approved, the "**Tenant's Plans**") and must be consistent with the Conceptual Design Document. Landlord shall not be entitled to any fee or charge for its review of the Tenant's Plans, any supervision fee in connection with the performance of Tenant's Work, or any fee for use of the loading dock or freight elevator at the Building for use in the performance of Tenant's Work. However, Tenant shall pay for all expenses related to third-party reviews, approvals, certifications or tests related to Tenant's plans and performance of Tenant's Work, provided that Tenant shall not be required to pay more than $(b) (4) for fees associated with reviews by governmental agencies (including any review fees charged by the GSA). For the avoidance of doubt, fees and charges may apply with respect to any such review, supervision, or use related to any future Alteration or other matters. Tenant shall deliver said drawings and specifications and the Tenant's Plans to Landlord on the dates established therefor on Exhibit D3 (the "**Tenant's Work Timeline**"). No approval of Tenant's drawings and specifications shall in any way be deemed to be an agreement by Landlord that the work contemplated thereby complies with Legal Requirements or Insurance Requirements or that Tenant's Plans will be approved by any Governmental Authority, Superior Lessor or Superior Mortgagee. In no event shall Tenant be required to post payment or performance bonds for Tenant's Work.

(D) Permitting. Tenant shall file the Tenant's Plans (and, if any, the Supplemental Building Plans), at Tenant's expense, with the appropriate Governmental Authorities in such form as may be required by Governmental Authorities and shall be responsible for obtaining all Permits in connection with the Tenant's Work. Tenant shall seek to acquire the Permits at least sixty (60) days before the Anticipated Delivery Date. If Tenant has not obtained the Initial Work Authorization by the Delivery Date, then Landlord shall have the right to take over all permitting processes and process such permits for Tenant at Tenant's sole cost and expense. If neither party has been able to obtain the Permits within one hundred twenty days of Tenant's Application for Permits, either party may terminate this Sublease.

(E) Performance of Tenant's Work. Tenant shall cause to be performed at Tenant's expense all of the work depicted or described in the Tenant's

Plans (the "**Tenant's Work**"). Tenant shall cause the Tenant's Work to be performed in compliance with the terms and conditions set forth in this Sublease for Alterations, in accordance with the Tenant's Work Timeline, in a good and workmanlike manner, in compliance with all Legal Requirements, Insurance Requirements, Superior Leases and Superior Mortgages, and using only such contractors (and subcontractors at any tier of the work) as may be permitted by Section 8(b)(iii) of this Sublease.

(F) Early Entry to Demised Premises. If Landlord permits entry of such contractors and subcontractors into the Demised Premises prior to the Commencement Date, such entry shall only be at such time or times as Landlord will deem feasible in the circumstances and such license to enter shall be deemed to be conditioned upon Tenant's workers, mechanics and contractors (and their subcontractors at any tier of the work) working in harmony with, and not interfering with, the workers, mechanics and contractors (and their subcontractors at any tier of the work) of Landlord and of any other tenant or subtenant. If at any time such entry or work by Tenant causes any disharmony or interference, such license may be withdrawn by Landlord upon forty-eight hours written notice to Tenant. Workers' Compensation, public liability and property damage insurance, all in amounts, with deductibles, with companies and on forms reasonably satisfactory to Landlord, shall be provided and at all times maintained by Tenant's contractors (and their subcontractors at any tier of the work) engaged in the performance of Tenant's Work, and, before proceeding with the work, certificates of such insurance reasonably acceptable to Landlord shall be furnished to Landlord. Such entry shall be deemed to be under all the terms, covenants, provisions and conditions of this Sublease except the covenant to pay rent and escalations. All Tenant's materials, work, installations and decorations of any nature brought upon or installed in the Demised Premises before the commencement of the term of the lease will be at Tenant's risk, and neither Landlord nor any party acting on Landlord's behalf will be responsible for any damage thereto or loss or destructions thereof, except to the extent same is caused by the negligence or willful misconduct of Landlord or contractors of Landlord.

iv. Tenant's Allowance. In consideration of the costs and expenses paid by Tenant for Tenant's Work in connection with the initial preparation of the Demised Premises, and subject to compliance with the terms and conditions of this Sublease (including the provisions hereof relating to Alterations), Tenant shall be entitled to, the amount of (b) (4) [redacted] (b) (4) [redacted] Dollars ($(b) (4) [redacted]) (the "**Tenant's Allowance**") from Landlord. The Tenant's Allowance shall be paid to Tenant ten (10) days after the Demised Premises are open for business to the public. Notwithstanding anything to the contrary, Tenant shall not be entitled to the Tenant's Allowance or any portion thereof at any time during the continuance of a default after written notice from Landlord or at any time after the occurrence of an Event of Default unless such Event of

Default shall be cured prior to Landlord's termination of this Sublease. Without limiting the foregoing, if Tenant is in default in the payment of any sums due under this Sublease, Landlord shall have the right to offset the amounts due and owing to Landlord from any portion of the Tenant's Allowance being paid to Tenant. If Landlord does not pay Tenant the Tenant's Allowance, as due under this Sublease, within ten (10) days after the Demised Premises are open for business to the public, Tenant shall be entitled to offset the amount of the unpaid Allowance, together with interest at the Default Interest rate against Rent until the Tenant's Allowance and any accrued interest are offset in full.

c. Condition of Demised Premises. Except as expressly set forth in this Sublease, Landlord makes no representation as to the condition of the Demised Premises and no warranties or guarantees, express or implied, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, with respect to workmanship or any defects in material, and no promise to decorate, alter, repair or improve the Demised Premises either before or after the Effective Date except as may be expressly set forth in this Sublease. Tenant agrees to accept the Demised Premises in its AS IS WHERE IS condition on the Delivery Date and subject to any violations not interfering with Tenant's construction, occupancy or operations (including, without limitation, its applications for work related permits and performance of improvements), whether or not of record; provided that the Demised Premises are delivered in the condition required hereunder, and provided further that Landlord shall remain responsible for punch-list items from Landlord's Work not completed in accordance with the requirements hereof and set forth in a written list provided by Tenant at a walk through on or about the Delivery Date (after correction for any improper inclusions by Tenant, the **"Landlord's Work Punchlist"**) and for correcting defects in Landlord's Work discovered thereafter (but no later than one (1) year after the Delivery Date). If such defects could not be reasonably identified by Tenant prior to covering such with Tenant's Work, such uncovering, disturbance or change of Tenant's Work or other Alterations performed by or on behalf of Tenant and any subsequent restoration of Tenant's Work or other Alteration shall be at Landlord's expense. Tenant shall diligently pursue inspection of Landlord's Work and use commercially reasonable efforts to promptly notify Landlord of such defects in Landlord's Work upon delivery of the Demised Premises. Without limiting the foregoing, after discovery of such defect, Tenant will not perform any Tenant's Work or other work or installation of FF&E that may impede, handicap or obstruct Landlord's efforts to correct such defect. Without limiting the foregoing, Landlord shall not be liable for any change of condition in the Demised Premises caused by the compliance with any present or future Legal Requirements, including any change required by Legal Requirements for off-street parking or similar legislation, or by revocation by any such authority or authorities of any permit or license

heretofore granted, or by construction or operation of any public or quasi-public work, or by the erection of any building or buildings upon any adjacent property, or by change of environment. Landlord shall not be liable for interference with or loss of light or other incorporeal hereditaments caused by anybody other than Landlord, or caused by or for any governmental or quasi-governmental agency or authority in connection with the construction of any public or quasi-public work. Notwithstanding anything to the contrary contained in this Sublease, Landlord represents and warrants that, at the time of delivery to Tenant, (a) the Premises will be in sound condition and in compliance with all applicable codes, except where exceptions have been approved, and (b) the structural elements, roof and building systems of the Building will seismically and otherwise sound and will meet all applicable codes, except where exceptions have been approved.

8. **Alterations.**

a. Generally. Tenant shall not, unless expressly authorized by this Sublease, make any alterations, installations, additions or improvements in or to the Demised Premises (each, an, "**Alteration**") without in each case receiving Landlord's prior written consent thereto, which shall not be withheld unreasonably. For the avoidance of doubt, the Tenant's Work is an Alteration and must comply with all provisions of this Sublease relating to Alterations generally and to the Tenant's Work specifically, except as to costs of approval to the extent provided in Section 7 above. Notwithstanding anything to the contrary contained herein, after Tenant performs Tenant's Work, Tenant may perform additional alterations in the Premises that do not cost more than (b) (4) [redacted] Dollars ($(b) (4) [redacted]) per each alteration in any calendar year provided that such alterations (1) do not affect the structure of the Building or the Building systems, (2) are within the interior of the Demised Premises and are not visible from the exterior of the Demised Premises, and (3) are in compliance with the Master Lease.

b. Conditions Precedent to Alterations. The following are further conditions precedent to Tenant's right to make any Alteration:

i. Notice. Tenant shall give Landlord not less than fifteen (15) days' prior written notice of each Alteration that Tenant proposes to undertake, which notice shall include:

A. A detailed description of the proposed Alteration; and

B. Any and all information reasonably requested by Landlord.

ii. Plans and Specifications. Tenant, at Tenant's sole cost and expense, shall prepare and furnish to Landlord detailed project specifications and design drawings (and architectural and engineering working drawings where it

would be prudent in Landlord's judgment to have same prepared), together with such other matters as Landlord may reasonably request, in connection with such Alteration. All such drawings and specifications, and any change orders or other modifications thereto, are expressly subject to Landlord's prior written approval, which shall not be unreasonably withheld. If Landlord does not respond to proposed plans or drawings within ten (10) business days of submittal by Tenant, Tenant shall notify Landlord and Landlord shall have an additional five (5) business days from Tenant's notification to respond: if Landlord has not responded within such period, Tenant's plans and drawings shall be deemed approved. The parties shall act reasonably and in good faith in submitting and reviewing plans, and Tenant shall prepare its plans in accordance with applicable codes and the requirements of this Sublease and the Master Lease. In determining whether Landlord is acting reasonably in reviewing plans, comments regarding impact to historic elements shall be considered reasonable. Notwithstanding the foregoing, if the parties cannot reach agreement on (i) Schematic Design Documents, (ii) Interior Design Documents or (iii) 100% Completed Construction Documents within sixty (60) days after Tenant's original and complete submission, the parties shall within ten (10) days arrange a conference call to review any outstanding issues. Thereafter, if the parties mutually determine they are unable to agree on plans, either party shall have the right to terminate this Sublease no later than thirty (30) days after making such determination. After Landlord completes its review process regarding the specifications and design drawings, unless Landlord has disapproved same, Landlord will submit the specifications and design drawings as approved to the Master Landlord, at Tenant's sole cost and expense, for any required review and approval. If and when Master Landlord approves the required specifications and design drawings, then Tenant shall, at Tenant's sole cost and expense, file all required architectural, mechanical and electrical drawings with all appropriate Governmental Authorities and obtain all necessary permits and Approvals. Tenant shall also reimburse Landlord for all costs and expenses paid or incurred by Landlord for any Governmental Authority reviews required as a part of Landlord's and/or Master Landlord's review. No approval of Tenant's drawings and specifications shall in any way be deemed to be an agreement by Landlord that the work contemplated thereby complies with Legal Requirements or Insurance Requirements or that Tenant's Plans will be approved by any Governmental Authority, Superior Lessor or Superior Mortgagee.

iii. Acceptable Contractors. Tenant shall advise Landlord in writing of Tenant's general contractor or and MEP engineer, and such contractor and engineer shall be subject to Landlord's prior written approval, which will not be unreasonably withheld, and to all approvals required pursuant to the

Master Lease. Tenant shall engage and use Landlord's fire protection engineer and fire protection equipment provider (i.e. Freestate Electric and Simplex Fire Alarm). No contractor shall be an Excluded Contractor as defined in Exhibit H.

iv. Permits. At Tenant's sole cost and expense, Tenant shall before making any Alterations, obtain all required Permits and upon completion obtain all Approvals and deliver promptly duplicates of all such Permits and Approvals to Landlord.

v. Intentionally deleted.

vi. Quality. All Alterations shall be of material, manufacture, design, capacity and color at least equal to the standards for the Tenant's Work as set forth in the Tenant's Plans. All work must be performed in a good and workmanlike manner; and

vii. Landlord's Costs. Tenant shall pay Landlord as an item of Additional Rent (1) Landlord's reasonable costs and expenses for services related to Alterations (other than the Tenant's Work) including, without limitation, for plan review and supervision (other than for Tenant's initial Alterations), and (2) all cost and expenses paid or incurred by Landlord including costs and expenses incurred by Landlord pursuant to any Superior Lease (including the Master Lease) and/or Superior Mortgage (including the Existing Superior Mortgage) arising from Alterations, including the cost and expenses arising from, connected with or related to any review, approval, consent or supervision requested from or required by any superior lessor or the holder or a superior mortgage or under any superior lease or superior mortgage. Tenant's payment of all such fees, charges, costs and expenses shall be due and payable within thirty (30) days of demand therefor from time to time.

viii. Tenant's Prompt Payment. Tenant shall pay all of the costs and expenses of all Alterations when such costs and expenses are due.

c. Rubbish Removal. During the period in which any Alteration is being performed, Tenant shall be responsible for removal of rubbish, refuse, garbage and waste from the Demised Premises and the Building. Promptly following completion of any Alterations, Tenant shall remove all temporary structures, surplus materials, debris and rubbish of whatever kind remaining in the Building which were brought in or created in the performance of the Alteration.

d. Covering Work. Prior to the commencement of any Alteration visible from outside of the Demised Premises, Tenant shall either frost or cover the exterior windows of the Demised Premises and otherwise cover up the work in a manner

reasonably satisfactory to Landlord so as to maintain the appearance of the exterior and interior of the Building.

e. Labor Harmony. Notwithstanding any approval by Landlord or Master Landlord, Tenant agrees that Tenant will not, either directly or indirectly, use contractors (or subcontractors at any tier) and/or labor and/or materials if the use at any time of any of such contractors and/or labor and/or materials would or will create any difficulty with other contractors (or subcontractors at any tier) and/or labor engaged by Tenant or Landlord or others in the construction, maintenance, repair, restoration and/or operation of the Building or any part thereof. Without limiting any other compliance requirement and for the avoidance of doubt, except to the extent non-compliance is permitted by that certain letter dated October 21, 2014 from the GSA to the Landlord attached hereto as Exhibit J, Tenant shall comply with and cause its contractors to comply with the reporting requirements evidencing Tenant's and its contractors' compliance with the construction wage rates applicable to an Alteration under the Davis-Bacon Act, 40 U.S.C. § 276a *et seq*.

f. Compliance with Law, Insurance Requirements; Superior Leases and Superior Mortgages. Without limiting any other provision of this Sublease, all Alterations shall be (A) performed in compliance with all Legal Requirements, all Insurance Requirements, each Superior Lease (including the Master Lease) and each Superior Mortgage (including the Existing Superior Mortgage), including all construction requirements, and (B) made in such a way that, upon completion thereof, the Demised Premises shall be in full compliance with all Legal Requirements, including, the Americans with Disabilities Act, as amended, all Insurance Requirements, and with each Superior Lease (including the Master Lease) and each Superior Mortgage (including the Existing Superior Mortgage).

g. Minimizing Disturbances; Supervision; Coordination. Tenant agrees that each Alteration must be performed with the least possible disturbance to any occupants of the Building and with no disturbance to any structural components of the Building, and, except as necessary for hookups and connections, the Building System or utilities. Any work on any structural component of the Building or Building System shall be coordinated with Landlord. All Alterations must be performed in accordance with good construction practice and Tenant shall be responsible for all site safety and security in connection with such Alteration. Tenant shall supervise and direct all Alterations, using Tenant's best skill and attention. Tenant shall keep in its employment, during the performance of the Work, a competent on-site superintendent (who may be an employee of Tenant's general contractor). Tenant shall coordinate timing and performance of all phases of Alterations with Landlord and other contractors on site.

h. Structural Alterations. In no event shall Landlord be required to consent to any Alterations that would physically affect any structural part of the Building or

would in Landlord's judgment adversely affect the proper functioning of any of the Building Systems. If Landlord consents to any Alterations that are structural or affect any Building System, Tenant shall, at its sole cost and expense leave all structural elements and systems that may be affected by such Alterations in good and workmanlike operating condition acceptable to Landlord but in no event less than the condition thereof existing prior to the performance of such Alteration.

i. Landlord's Access. Without limitation of Section 20 below, at any and all times during the progress of each Alteration, Landlord shall be entitled to have a representative or representatives on the site to inspect such Alteration, and such representative or representatives shall have free and unrestricted access to any and every part of the Demised Premises. Landlord's representative or representatives shall not unreasonably interfere with the performance of any Alterations by Tenant.

j. Security. For any Alteration which costs more than [redacted] Dollars ($[redacted]), Landlord shall have the right to require Tenant to provide Landlord with appropriate evidence of Tenant's ability to complete and pay for the completion of the Alterations, such as a performance bond or letter of credit, but which may be funds deposited in a separate construction account for the estimated cost. Notwithstanding the foregoing, as long as the Tenant is Starbucks Corporation or any affiliate thereof, Landlord shall not require any security as described in this paragraph.

k. Sprinklers. Notwithstanding anything contained in this Sublease to the contrary, if the applicable board of fire underwriters or the Insurance Services Office or any bureau, department or official of the federal, state or city government require or recommend the installation of a sprinkler system other than as may be already installed in the Demised Premises as of the date hereof or that will be installed prior to the Commencement Date pursuant to the Landlord's Work or Tenant's Work, or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the Demised Premises, or for any other reason, or if any such sprinkler system installations, changes, modifications, alterations, additional sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any of the foregoing bodies or by any fire insurance company, Tenant shall, at Tenant's sole cost and expense and in compliance with all requirements for Alterations, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment and materials as required whether the work involved shall be structural or non-structural in nature.

l. Mechanic's Liens. If any mechanic's lien is filed against the Demised Premises

or the Building, for work claimed to have been done for, or materials claimed to have been furnished to, or for work, labor, services or materials rendered or furnished to or for the account of Tenant upon or in connection with the Demised Premises Tenant, directly or indirectly whether or not done pursuant to this Section 8 or the Tenant's Work, the same shall be discharged by Tenant at Tenant's sole cost and expense, by payment or by filing the bond required by Legal Requirements, upon the earlier of (i) the earliest time required under any Superior Lease or Superior Mortgage or related document, or (ii) thirty (30) days after Tenant receives notice from Landlord of the existence of such lien .

m. Ownership of Installations. All non-proprietary fixtures and all paneling, partitions, railings and like installations, installed in the Demised Premises at any time ("**Installations**"), either by Tenant or by Landlord on Tenant's behalf, shall, upon installation, become the property of Landlord and shall remain upon and be surrendered with the Demised Premises. Nothing in this Section 8 shall be construed to give Landlord title to, or to prevent Tenant's removal of, Tenant's FF&E, but upon removal of any such items from the Demised Premises or upon removal of Installations as may be required by Landlord, Tenant shall immediately and at its sole cost and expense, repair and restore the Demised Premises to the condition existing prior to installation and repair any damage to the Demised Premises or the Building due to such removal. In no event shall Tenant remove or be required to remove any restrooms, flooring, walls, ceilings, utility or electrical components located inside the walls or HVAC systems within the Base Building. All property permitted or required to be removed by Tenant at the end of the Term remaining in the Demised Premises after Tenant's surrender of the Demised Premises shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord's property or may be removed from the Demised Premises by Landlord at Tenant's sole cost and expense.

n. Stop Work Order. Without limitation of any other remedy available to Landlord under this Sublease or at law or in equity for a default by Tenant in the conduct of an Alteration, Landlord may, but shall have no obligation to, issue a written order to Tenant to stop work on any Alteration, or any portion thereof, whereupon Tenant shall immediately stop the performance of all work on such Alteration until the cause for such order is eliminated.

9. **Maintenance and Repair.**

a. Generally. Tenant shall, at its sole cost and expense, take good care of the Demised Premises, including any hung ceiling and the surface of the floor slab, including the space above any hung ceiling (except for areas above the hung ceiling exclusively used by Landlord), the Installations and the Tenant's Property and, without limiting the foregoing, all in accordance with the Applicable Standards (as such term is defined in the Master Lease). Tenant shall be responsible for and shall promptly make all repairs, interior and exterior,

structural and nonstructural, ordinary and extraordinary, in and to the Demised Premises and the Building the need for which arises out of (a) the performance or existence of any Tenant's Work, Alterations or other work by Tenant, (b) the installation, use or operation of Tenant's Property, (c) the moving of Tenant's Property in or out of the Demised Premises or the Building, or (d) the act, omission, misuse or neglect of or by Tenant or any subtenant or licensee, or their respective employees, agents, or contractors, or invitees, provided that Tenant shall not be responsible for repairs outside the Demised Premises not caused by the negligent act, negligent omission, willful misconduct or breach of this Sublease by Tenant and/or its agents, employees or contractors. With respect to the floor slab, although Tenant's regular maintenance obligations shall be limited to maintaining the surface of the floor slab, Tenant shall be responsible for the costs of any structural repairs arising from Tenant's overloading of the floor or abuse of the slab, but not for damage occurring due to ordinary, non-negligent use of the Demised Premises for the use permitted pursuant to Section 4 of this Sublease. Tenant, at its sole cost and expense, shall promptly replace all scratched, damaged or broken doors and glass in and about the Demised Premises and shall be responsible for all repairs, painting, maintenance and replacement of wall and floor coverings in the Demised Premises and for the repair, maintenance and replacement of all mechanical, electrical, sanitary, heating, ventilating, air-conditioning, life-safety and other fixtures and equipment located in the Demised Premises (including between the hung ceiling(s) and the floor slab(s) above such hung ceiling(s) thereof and/or if servicing the Demised Premises, outside the Demised Premises, provided that Tenant shall only be responsible for repairs to building systems in the Demised Premises to the extent that they exclusively serve the Demised Premises to the extent such repair is caused by the negligent act, negligent omission, willful misconduct or breach of this Sublease by Tenant and/or its agents).

b. Landlord's Option to Perform. Any repairs and replacements for which Tenant is responsible, if not completed within ten (10) business days after notice from Landlord, may, at Landlord's option, be performed by Landlord at Tenant's sole cost and expense provided same are done at fair market rates, provided, however, that it shall be Tenant's burden to prove that any rates are not fair market rates and only rates charged by contractors approved by the GSA for work at the Premises shall be acceptable as a basis for comparison and Landlord may, at its option, before Landlord or Tenant commences any such work or at any time thereafter, require Tenant to furnish to Landlord security reasonably satisfactory to Landlord under the same terms and conditions as would apply if such repair or replacement were an Alteration.

c. Limited Approval of Contractors. Any repairs and replacements required to be made by Tenant to the Building or Building Systems shall be performed only by contractors selected in the manner provided for Alterations.

d. Quality of Materials. All replacements shall be first-class materials and equipment that are at least equal in utility and value to the utility and value that the materials and equipment being replaced had when they were new.

e. Window and Door Cleaning. Without limiting Subsection 9(a) above, Tenant shall at Tenant's sole cost and expense, clean and polish the interior of the windows and doors (including, without limitation, in each case, the frames thereof) in the Demised Premises and in the perimeter walls thereof, and clean and polish the inside and outside of the store fronts of the Demised Premises, in each case whenever necessary in the reasonable judgment of Landlord, provided, however, that if the Landlord elects, in its discretion, to retain a single contractor to provide any or all of the exterior cleaning services that Tenant is required to provide under this Sublease, and to assess Tenant's proportionate share of the expense of such contractor, then Tenant shall pay such proportionate share to Landlord as Additional Rent within ten (10) business days of demand therefor provided same are done at fair market rates provided that it shall be Tenant's burden to prove that any rates are not fair market rates and only rates charged by contractors approved by the GSA for work at the Premises shall be acceptable as a basis for comparison. Tenant will neither clean, nor require, permit, suffer or allow any window or door, whether interior or exterior, in the Demised Premises to be cleaned, from the outside in violation of any applicable Legal Requirements or the Department of Consumer and Regulatory Affairs. Landlord shall be responsible for cleaning the exterior of the windows and doors of the Demised Premises, provided that Tenant shall reimburse Landlord for the reasonable costs of thereof.

f. Glass. Without limiting Subsection 9(a) above, Tenant shall, at Tenant's sole cost and expense, promptly replace any and all glass (including mirrors) in the Demised Premises and in the perimeter walls thereof, the frames for such glass, and any lettering and ornamentation on such glass, that may be broken or damaged, regardless of the cause of such damage, unless occasioned by the negligence of Landlord or its servants or agents.

g. Trash Removal and Recycling.

   i. Sorting and Recycling. Tenant covenants and agrees to comply, at its sole cost and expense, with all present and future Legal Requirements regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by Legal Requirements and Landlord's reasonable Building Rules. Each separately sorted category of waste products, garbage, refuse and trash shall be placed in separate receptacles as required by applicable law with a collection schedule prescribed by Landlord from time to time and transport same to one or more locations designated by Landlord and using

only such parts of the Building as may be designated by Landlord from time to time for such transportation.

ii. Transport to Central Location. Tenant shall remove such separate receptacles and properly dispose of all waste products, garbage, refuse and trash from the Demised Premises at Tenant's sole cost and expense and transport same to one or more locations outside the Building designated by Landlord and using only such parts of the Building as may be designated by Landlord from time to time for such transportation. The removal of such separate receptacles, waste products, garbage, refuse and trash and disposal of same shall be subject to the Landlord's reasonable Building Rules. Any collection schedule prescribed by Landlord shall be adequate to meet Tenant's trash and recycling needs. Landlord shall provide Tenant with trash removal services and adequate space within the Demised Premises to accommodate Tenant's specifications for removing trash. In making rules related to trash, Landlord shall take into consideration and make reasonable accommodation for Tenant's business needs and typical operations, including limitations on trash storage within the store and the high volume of trash containing wet materials associated with such use. Tenant shall be allowed to remove trash from the Demised Premises throughout the day, but may be restricted from transporting trash using the interior spaces of the Building which are outside the Demised Premises.

iii. Carting Away. Landlord will arrange for the removal of the waste products, garbage, refuse and trash transported by Tenant to the location designated by Landlord. Tenant shall pay as an item of Additional Rent to Landlord the Landlord's charge (the "**Waste Removal Charge**") for removal of Tenant's waste products, garbage, refuse and trash ("**Waste Removal**"). The Waste Removal Charge shall be based upon a reasonable pro rata allocation as reasonably determined by Landlord, based upon the ratio that the servicing of the weighted average of Tenant's Waste Removal bears to the total weighted average of the waste removal being performed. The weighted average of Tenant's Waste Removal shall be determined over the first four (4) month period following the Rent Commencement Date and shall be deemed the Tenant's weighted average for waste removal throughout the Term, subject to Landlord's right to increase the Waste Removal Charge based on any increase in Landlord's cost of waste removal from time to time and/or Landlord's reassessment of the monthly volume of waste removal associated with operations at the Demised Premises. Tenant shall pay its Waste Removal Charge to Landlord within thirty (30) days of demand therefor from time to time. If subtenants within the Building change materially after the first four month period, Landlord shall reasonably reassess/reallocate Tenant's Waste Removal Charge.

iv. Failure to Follow Procedures. [Intentionally deleted.]

h. No Disturbance. All maintenance and repairs performed or caused to be performed by Tenant shall be performed without unreasonably interfering with the normal operation of the Landlord's business at the Building, Hotel operator's business at the Hotel or the business of any other subtenant at the Building, and without damaging the Building or any portion thereof.

i. No Landlord Liability; Express Limitation of Remedies. Except as otherwise expressly provided in this Sublease, Landlord shall have no liability to Tenant, nor shall Tenant's obligations under this Sublease be reduced or abated in any manner, by reason of any inconvenience, annoyance, interruption or injury to Tenant's business arising from Landlord's making any repairs or changes that Landlord is required or permitted to make hereunder, under any other agreement to which Landlord is a party or pursuant to Legal Requirements or Insurance Requirements unless caused by Landlord's negligence or willful misconduct. Except as specifically provided in this Sublease, there shall be no diminution of rental value by reason of inconvenience, annoyance or injury to business arising from Landlord's, Tenant's or third parties' failure to make any repairs, alterations, additions or improvements in or to any portion of the Building, including the erection or operation of any crane, derrick or sidewalk shed, or in or to the Demised Premises or the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall be not entitled to any setoff or reduction of rent by reason of any failure of Landlord to comply with any repair or maintenance obligation of Landlord, Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract, provided that the foregoing shall not preclude Tenant from pursuing the remedy of specific performance. Landlord shall in all cases (i) except in an emergency, where the repair or improvement is being performed by Landlord because Tenant has failed to perform it (notwithstanding an obligation on Tenant therefor) or the repair or improvement is routine, simple or otherwise not likely to materially interfere (or will be performed at a time not likely to interfere) with Tenant's operations (the "**Entry Notice Exceptions**"), give notice to Tenant, except in the event of an emergency, seventy-two (72) hours before commencing any repairs or improvements in the Demised Premises or that would cut off utility service to the Demised Premises; (ii) exert and cause its personnel and contractors to exert reasonable commercial efforts not to unreasonably disturb Tenant's business and to protect Tenant's Property and other property, if any, in the Demised Premises, in making any such repairs or improvements, including, without limitation not storing when not actually in use any equipment or materials in the Demised Premises.

J. Landlord's Services. Landlord is responsible for maintaining in good condition and repairing all structural and common elements, including, without limitation, utility systems other than those located within and serving the Demised

Premises exclusively, roof, sidewalls, foundation, plumbing within demising walls and floors unless installed by Tenant, sprinklers (other than sprinklers in the Demised Premises), electrical wiring within demising walls and floors unless installed by Tenant, ceiling shared with the second floor and all mechanical and HVAC systems in the Building outside the Demised Premises. Landlord shall maintain the sidewalks, driveways and parking lot areas surrounding the Building. Landlord shall remove and cure all mold and mold conditions present in the Building not caused by Tenant's breach of this Sublease or Tenant's negligence. Landlord shall maintain in good condition all areas of the Building outside the Demised Premises in a good and clean condition. All cleaning, maintenance and repairs to be made by Landlord shall be made in a manner not to unreasonably interfere with Tenant's business. Tenant shall take full responsibility for repairing and replacing any windows in the Demised Premises. If any violation on the Building which shall affect the Demised Premises shall have been filed prior to the date of this Sublease and which must be discharged, and if such filing affects Tenant's occupancy, operations or prevents Tenant from obtaining work permits, sign-offs/close-outs of work permits, or an amended certificate of occupancy for the Demised Premises in connection with renovations performed or to be performed by Tenant, then Landlord shall cooperate by promptly effecting any such repairs and discharging any such violation that is so required and which would be Landlord's responsibility hereunder. Landlord shall cooperate with Tenant in any application by Tenant for work permits for alterations permitted under this Sublease.

10. **Liens**.

a. Obligation to Pay Contractors. Tenant covenants and agrees that prior to conducting its ordinary business at the Demised Premises the entire cost of work performed by Tenant (including the Tenant's Work) will be paid for in full, apart from bona fide disputes. Without limiting the generality of the foregoing, Tenant agrees and covenants that Tenant shall not, prior to, during, or subsequent to the Term, do or fail to do any act, or execute or cause to be executed any security agreement, conditional bill of sale, title retention agreement, or chattel mortgage which shall or may render the Building, or any part thereof, the Demised Premises, any Installation or any Tenant's Property installed or placed within the Demised Premises (including any materials used in any Alteration), other than the Tenant's point of sale equipment, liable or subject to any mechanic's lien or other lien or charge or any security agreement, chattel mortgage or conditional bill of sale or title retention agreement.

b. Obligation to Remove Liens. Intentionally deleted

c. Failure to Remove Liens. If Tenant shall fail to cause a lien created or continuing to exist in violation of Section 8(l) above to be discharged within 30 days of notice from Landlord to Tenant or such shorter period as may be required by

Section 8(l) above, then, in addition to any other right or remedy Landlord shall have, Landlord may, but shall not be obligated to, discharge the lien by paying the amount claimed to be due, or by procuring the discharge of such lien by deposit or bonding proceedings, and in any such event Landlord shall also be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord with all costs and expenses incurred by Landlord in connection therewith, together with Default Interest thereon from the respective dates of Landlord's making of the payment or incurring of the costs and expenses, shall constitute Additional Rent payable by Tenant under this Sublease and shall be required to be paid by Tenant to Landlord within ten (10) business days from demand therefor.

d. No Liability to Landlord. With respect to any work performed to the Demised Premises by or for Tenant, other than Landlord's Work **NOTICE IS HEREBY GIVEN that Landlord shall not, under any circumstances, be liable to pay for any work, labor or services rendered or materials furnished to or for the account of Tenant upon or in connection with the Demised Premises, and that no mechanic's or other lien for work, labor or services rendered or material furnished to or for the account of Tenant shall, under any circumstances, attach to or affect the reversionary or other estate or interest of Landlord, in the Demised Premises, the Building or any Alteration, repair or improvement erected or made thereon.**

11. **Legal Compliance; Safety and Security**.

a. Compliance with Legal Requirements. Prior to the commencement of the Term and at all times during the Term, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future Legal Requirements and all orders, rules and regulations of the local board of fire underwriters or the Insurance Services Office, or any similar body that may impose any violation, order or duty upon Landlord or Tenant, provided that the foregoing obligation shall be limited to Legal Requirements applicable to Tenant's use, operations, Tenant's Work or Alterations in the Demised Premises. Landlord shall comply with Legal Requirements generally applicable to real estate or that apply to the common areas of the Building. Tenant shall not do, permit or suffer any act or thing to be done in or to the Demised Premises or Building, or use to be made of the Demised Premises, that is contrary to or in violation of Legal Requirements.

b. Compliance with Insurance Requirements. Tenant shall not do, permit or suffer any act or thing to be done in or to the Demised Premises or Building, or use to be made of the Demised Premises, that is contrary to or in violation of Insurance Requirements or that may invalidate or be in conflict with public liability, fire or other policies of insurance customarily carried by owners of buildings comparable to the Building or at any time carried by or for the benefit of Landlord. Without

limitation of Subsection 11(g) below, if the fire insurance rate on the Building or imposed on Landlord will be, at the beginning of the Term or at any time during the Term, higher than it otherwise would be for operation of a restaurant in the Demised Premises, then Tenant shall reimburse Landlord, as Additional Rent hereunder, for that portion of all fire insurance premiums thereafter paid by Landlord that may have been charged because of the failure by Tenant to comply with the terms of this Section 11. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or "make-up" of rate for the Building or Demised Premises issued by a body making fire insurance rates applicable to the Demised Premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to the Demised Premises. Tenant shall not do or permit any act or thing to be done in the Demised Premises or Building apart from the permitted use that may in any way adversely affect any insurance covering the Building, Demised Premises, or any shops or facilities in the Building, or that may result in any increase in the premiums for such insurance.

c. Hazardous Activities and Substances. Tenant specifically covenants and agrees that all of Tenant's operations and activities at the Demised Premises shall be conducted in full compliance with each and every Environmental Law. Without limiting the foregoing, neither Tenant, Tenant's Personnel nor Tenant's Guests shall cause, permit or suffer any Hazardous Substances to be placed, held, located, stored, disposed of, or released in, on or about the Demised Premises or any other part of the Building in violation of any Environmental Law. Landlord shall have the right to enter the Demised Premises and conduct such testing or sampling as Landlord may reasonably deem necessary in order to confirm the suspected presence of any Hazardous Substance in, under or about the Demised Premises, whether or not Landlord has reason to believe that such Hazardous Substance originated at or about the Demised Premises. In the event that any Hazardous Substance shall be detected in the Demised Premises, or in the vicinity of the Demised Premises, such that the efficient remediation thereof shall reasonably require access to and/or installation of remediation equipment in the Demised Premises, Landlord shall have the right to install, monitor, service, maintain, repair and replace such equipment, and conduct such remediation activities, as is reasonably necessary. Without limiting Landlord's remedies, Tenant shall fully reimburse Landlord for all loss, cost and expense in the performance by or on behalf of Landlord of remediation or other activities described above to the extent made necessary by contamination caused by Tenant, or arising from, connected with or relating to any Hazardous Substances to the extent arising from, connected with or relating to the business conducted in the Demised Premises, the breach of this Subsection 11(c) or the negligent acts and negligent omissions of any Tenant's Party. All such remediation and other activities arising from, connected with or relating to a breach of this Sublease or the conduct of the Tenant's business in or about the Demised

Premises shall be at Tenant's sole cost and expense reimbursable to Landlord within ten (10) business days of demand therefor. Without limiting the foregoing, Tenant shall not sell or permit to be kept, used or sold in, upon, or about the Demised Premises, any gasoline, distillate or other petroleum products or any other substance or material of explosive inflammable or radiological nature in such quantity as may be prohibited by any insurance policy or which may endanger any person or property. Landlord shall remove any Hazardous Substances (other than lead based paint), which are known to Landlord prior to delivery of the Demised Premises to Tenant, from the Demised Premises before delivering the Premises to Tenant. Landlord shall defend, indemnify, and hold Tenant harmless from any losses, claims, expense or liability associated with the presence of any Hazardous Substances (other than lead based paint), which are known to Landlord prior to delivery of the Demised Premises to Tenant, in the Demised Premises. If any loss, cost or expense arises from remediation for which Tenant is not responsible, Tenant shall not bear any costs associated with such expenses.

d. Failure to Make Required Alterations. Notwithstanding anything contained in this Sublease to the contrary, if at any time during the Term Tenant fails to make any Alterations or improvements to the Demised Premises that are required to be made pursuant to any Legal Requirement for which Tenant is responsible, which failure continues for ten (10) business days after notice thereof, (or, provided Tenant promptly begins and diligently pursues same, such longer period as shall be reasonably required therefor but in no event beyond the date such Alterations or improvements are required to be completed pursuant to applicable Legal Requirements or, if earlier, the Master Lease) and Landlord thereafter expends any sums therefor, Tenant shall pay to Landlord, as Additional Rent, such sum within ten (10) business days after demand therefor. For the purposes of this Section 11, the cost of any Alteration or improvement made shall be deemed to include the cost of preparing any necessary plans and the fees for filing such plans.

e. Violations. Tenant shall give prompt notice to Landlord of any notice it receives of any violation of any Legal Requirement with respect to the Demised Premises or the use or occupation thereof. Tenant, at its sole cost and expense, shall (i) procure, comply with and thereafter maintain all necessary licenses, permits, certificates and other permissions (including, without limitation, all health, restaurant and liquor licenses) required from time to time by any Governmental Authority having jurisdiction over the Demised Premises and/or Tenant, for the proper and lawful operation of Tenant's business in the Demised Premises and the use thereof as contemplated by this Sublease or that from time to time may become or are necessary with respect to any Alterations, provided, however, that all such licenses shall be issued solely with respect to Tenant's business at the Demised Premises, and shall in no way be issued in connection with any business operated by any other person or operated by Tenant at any other premises, (ii)

submit copies of all such licenses, permits, certificates and other permissions to Landlord, for its inspection, immediately upon the issuance thereof and in any event not later than five (5) Business Days before Tenant undertakes any activity in the Demised Premises for which each such licenses, permits, certificates and other permissions is required, and (iii) at least thirty (30) days before such expiration, submit copies of new or renewal licenses, permits, certificates and other permissions issued in replacement or renewal of any licenses, permits, certificates and other permissions expiring during the term of this Sublease. Tenant shall, at its sole cost and expense, maintain all firefighting and life-safety equipment and all appurtenances thereto that have been installed in the Demised Premises. If any Governmental Authority having jurisdiction over the Demised Premises shall require additional firefighting equipment, Tenant agrees to install and maintain such equipment at its sole cost and expense.

f. Security. Tenant shall endeavor to preserve the security and safety of Tenant's Guests and Tenant's Personnel, and use reasonable efforts to comply with the reasonable requests made by the Landlord in the event that breaches of security or safety arise from the conduct of, or any nuisance is caused by, any of Tenant's Guests or Tenant's Personnel. Tenant shall keep all entrance doors and windows in the Demised Premises locked at such times when the Demised Premises are not in use.

g. Payments. Without limiting Section 23 below, Tenant shall pay all costs, expenses, fines, penalties or damages, that may be imposed upon Landlord by reason of Tenant's failure to comply with the provisions of this Section 11.

12. **Indemnity**. Tenant shall indemnify, defend and hold harmless Landlord and each other Landlord Indemnified Party from and against any and all Claims arising from, connected with or related to (a) the conduct or management of the Demised Premises or of any business therein, or any work or thing done, or any condition created (other than by Landlord) in or about the Demised Premises during the Term or during the period of time, if any, prior to the Commencement Date that Tenant is given access to the Demised Premises, provided that Landlord's costs and expenses from the ordinary management and operations of the Building and managing the relationship between Landlord and Tenant are not covered by this Section 12 (although, for clarity, other provisions of this Sublease expressly cover reimbursement for certain of such expenses of Landlord), (b) any negligent act or negligent omission of Tenant, Tenant's Personnel while in the Building, Tenant's Guests while in the Demised Premises, or any subtenant or licensee or their respective employees, agents, contractors, or invitees, (c) any accident, injury or damage (unless caused by Landlord's negligence or willful misconduct) occurring in, at or upon the Demised Premises, (d) the failure of Tenant, Tenant's Personnel (while working for Tenant or while in the Building), Tenant's Guests (while in, entering or leaving the Demised Premises) or any subtenant or licensee or their respective employees, agents, contractors, or invitees to comply with Legal Requirements and Insurance Requirements or (e) any other breach or

default by Tenant under this Sublease. Any defense of Landlord or any other Landlord Indemnified Party, whether pursuant to the foregoing or any other provision of this Sublease, shall be with counsel reasonably acceptable to the Landlord and/or such other Landlord Indemnified Party to be defended. Nothing in this Sublease or the foregoing section shall require Tenant to indemnify Landlord or any Landlord Indemnified Party for such party's negligence or misconduct. Landlord shall indemnify, defend and hold harmless Tenant from and against any and all Claims arising from, connected with or related to (a) the conduct or management by Landlord of its business in the Building, or any work or thing done, (b) any negligent act or negligent omission of Landlord, Landlord's Personnel while in the Building, or their respective employees, agents, or contractors, (c) any accident, injury or damage (unless caused by Tenant's negligence or willful misconduct) occurring in, at or upon parts of the Building outside the Demised Premises, and to individuals who are not Tenant's Personnel, Tenant's Guests or their respective employees, agents, or contractors, (d) the failure of Landlord, Landlord's Personnel (while working for Landlord or while in the Building), or their respective employees, agents, or contractors to comply with Legal Requirements and Insurance Requirements or (e) any other breach or default by Landlord under this Sublease. The provisions of this Section 12 shall survive the expiration or termination of this Sublease with respect to events occurring before such expiration or termination.

13. **Insurance**.

a. Property Insurance. Tenant shall at all times procure and maintain so-called "special form of all-risk" property insurance on a replacement cost basis including business interruption (including Base Rent, Percentage Rent and Additional Rent) and extra expense for a 12 month period, with respect to Tenant's Property, and improvements and betterments at the Demised Premises.

b. Operational Insurance. Commencing on or prior to the Commencement Date Tenant shall procure and maintain on behalf of Tenant, the following with an insurance company or companies qualified to do business in Washington D.C. and with an AM Best Rating of not less than A-, VII:

i. General Liability. Commercial general liability insurance against claims for bodily injury, death and property damage occurring in conjunction with operations of the Tenant's business and/or on or about the Demised Premises or any appurtenances thereto (including liquor liability coverage in the event that Tenant elects to sell beer and wine from the Premises), and contractual liability, with a combined single limit for each occurrence of not less than (b) (4) Dollars ($(b) (4)) per occurrence/ (b) (4) (b) (4) Dollars ($(b) (4)) aggregate per location; and also Umbrella liability with limits of not less than (b) (5) Dollars ($(b) (4)

ii. Workers' Compensation. Workers' compensation coverage as may be

required under Legal Requirements covering all of Tenant's staff at the Demised Premises, and employer's liability insurance of not less than (b) (b) (4) Dollars ($(b) (4) per accident/disease;

iii. Construction. A. During the course of any alterations, restorations, repair or reconstruction of the Demised Premises or Building by Tenant, Tenant shall, at its sole cost and expense, carry for the protection of Landlord and the other Additional Insureds, Owner's Protective Liability and Builder's Risk Damage Insurance in amounts no less than the amounts described in clause (B) and (C) below, or in such higher amounts as are then commercially standard and reasonable and reasonably required by the Landlord, or those holding superior title or interest to the Landlord, and umbrella coverage in the amounts described in (B) and (C) below. Tenant may insure the risks covered by a Builder's Risk policy under Tenant's casualty insurance policy and overall risk management program. If such alterations, restorations, repair, or reconstruction is performed by contractors or subcontractors Tenant shall cause such contractors or subcontractors to comply with this paragraph; and

B. Contractor's Insurance. Prior to the commencement of each Alteration, Tenant shall furnish to Landlord certificates from all contractors' (and, to the extent not covered by Tenant's general contractor's insurance, subcontractors' insurers) evidencing the existence of (A) workmen's compensation insurance covering all persons employed for such work, and (B) so-call "comprehensive" general liability including bodily injury/property damage and products/completed operations insurance naming Landlord, its designees, its managing agent, any mortgagee or superior lessor or other party or person whose name is furnished by Landlord to Tenant, as additional insureds with coverage of at least $(b) (4) single limit.

C. Tenant's Construction Insurance. During the course of any Alterations of the Demised Premises or Building by or on behalf of Tenant, including the Tenant's Work, Tenant shall, at its sole cost and expense, carry for the protection of the Landlord and the other Additional Insureds, Owner's Protective Liability of not less than $(b) (4) and Builder's Risk Damage Insurance (subject to Section 13(b)(iii)) in amounts no less than the aggregate value of all construction related contracts, or, in each case, in such higher amounts as are then commercially standard and reasonable and reasonably required by the Landlord, or those holding superior title or interest to the Landlord, and umbrella coverage in the amounts no less than the aggregate of all hard costs included in the Alterations.

iv. Other. Such other insurance as may be required by Landlord from time to time during the Term to the extent customarily carried by retailers with

STARBUCKS

similar operations to those of Tenant, which may include adjustments to account for inflation.

c. Policy Requirements.

i. Primary Coverage. All insurance required to be provided by Tenant under this Section 13 shall include an endorsement or provision providing that such insurance will be written as primary coverage with respect to occurrences within the Demises Premises and not contributing and not in excess of any coverage that Landlord or any of its affiliates may carry and such policies shall contain a waiver of subrogation and recovery in favor of Landlord and any of its affiliates in accordance with subdivision (h) hereof;

ii. No Co-Insurance. All insurance required to be provided by Tenant under this Section 13 shall include an endorsement or provision providing that inclusion of more than one entity as insured under any such policy shall in no way affect the right of any insured entity thereunder with respect to any claim, demand, suit or judgment made or brought by or in favor of any other insured entity, so that the policy shall protect each entity in the same manner as though a separate policy had been issued to each entity;

iii. Additional Insureds. All insurance required to be provided by Tenant under this Section 13 shall name as additional insureds thereunder: Trump Old Post Office LLC, Donald J. Trump, Donald J. Trump's family members, The Trump Organization, any subsidiary, affiliated, associated, and/or allied limited liability company, partnership, corporation, trust, firm or organization of any of the foregoing, and every member, shareholder, partner, trustee, manager, officer, director, agent and employee of each of the foregoing, as well as each of the insureds' respective interests in partnerships and/or joint ventures, and/or any owned (wholly or partially) or controlled company or companies in which any insured maintains an interest, as now or hereafter constituted or acquired, and any other party or interest that is required by contract or agreement including, without limitation, any Superior Lessor, Superior Mortgagee and/or other Landlord Indemnified Party (each, an "**Additional Insured**").

iv. Coverage of Space. All insurance required to be provided by Tenant under this Section 13 shall cover the whole of the Demised Premises, any areas of the Building under Tenant's exclusive use and control, and the business operated by Tenant within the Demised Premises and shall also cover any negligence or misconduct of any employee of Tenant or other members of Tenant's staff that occurs in the course of such

Tenant's Personnel's employment or other engagement with Tenant. Tenant's insurance coverage will be deemed primary with respect to its personnel; and

v. Deductibles. As long as the Tenant is Starbucks Corporation or any affiliate thereof, Landlord shall have no approval right over any deductibles. In other instances, all insurance required to be provided by Tenant under this Section 13 shall have deductibles or self insured retentions as reasonably shall be satisfactory to Landlord. All deductibles, self insured retentions, and retrospective adjustments on these policies shall be the responsibility of Tenant.

d. Increased Coverage. [Intentionally deleted.]

e. Payment of Premiums. Tenant shall be solely responsible for payment of all insurance premiums. Landlord shall not be required to pay any premiums.

f. Certificate of Insurance. Certificates for each policy, and upon request certified copies of the policy, shall be delivered to Landlord on or before the date which is ten (10) business days following the Effective Date hereof and within ten (10) business days of any policy renewals of each such policy. Each certificate and policy shall provide evidence of coverage as required by this Sublease (including an express waiver of any and all rights of subrogation or transfer of rights of recovery provision thereunder as required by this Section 13). Notwithstanding the foregoing, as long as the Tenant is Starbucks Corporation or an entity related to Starbucks Corporation, Tenant may provide evidence of its insurance through a website that allows the Landlord to produce a Memorandum of Insurance that confirms the coverages and applicability to additional insureds as required hereunder.

g. Evidence of Insurance. Upon Landlord's request, Tenant will provide Landlord access to an Internet website that certifies Tenant's current insurance coverage in a Memorandum of Insurance.

h. No Reduction of Liability. The limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability hereunder. If Tenant fails to obtain and provide any or all of the aforesaid insurance, and such failure continues for ten (10) business days after notice thereof, then Landlord may, but shall not be required to, purchase such insurance on behalf of Tenant and add the cost of such insurance as Additional Rent payable with the next installment of Base Rent together with an Administrative Fee equal to (b) (4) (b) (4) Dollars ($(b) (4) .

i. Waiver of Subrogation. Landlord and Tenant shall each look first to any insurance in its favor before making any claim against the other party for recovery

for loss or damage resulting from fire or other casualty and to the extent that such insurance is in full force and effect and collectible, and to the extent permitted by law, Landlord and Tenant each hereby releases the other and its members, shareholders, partners, managers, directors, officers, employees and agents from all liability, whether for negligence or otherwise, in connection with loss covered by any peril normally covered under all-risk policies issued in the Washington D.C. metropolitan area or, if the scope of coverage carried by such party is broader than under such normally covered policies, from any peril actually covered under the insurance policy maintained by such party. This release and waiver shall be complete and total even if such loss or damage may have been caused by the negligence of the other party, and shall not be affected or limited by the amount of insurance proceeds available to the waiving party regardless of the reason for such deficiency in proceeds. However, if one party's insurance carrier prohibits waiver of subrogation regardless of premium, then the other party's release and waiver shall become null and void, it being understood that in this instance each waiver is given in consideration for the other. Each party covenants that, from and after the date possession of the Demised Premises is delivered to Tenant, its insurance policies will contain waiver of subrogation endorsements, and that if such endorsements, for any reason whatsoever, are about to become unavailable, it will give the other party not less than thirty (30) days' prior written notice of such impending unavailability.

j. Landlord Obligation to Insure. Landlord agrees to carry the insurance required by the mortgagee or the holder of the lessor's interest in the Master Lease. Landlord shall have no obligation to carry insurance of any kind on Tenant's Work, Tenant's Installations (other than those that are Landlord's property), Tenant's FF&E or Tenant's Property, and, shall not be obligated to repair any damage thereto or replace the same, except for obligations of Landlord set forth elsewhere in this Sublease.

14. **Casualty**.

a. Repair. Unless this Sublease is terminated by Landlord or Tenant as hereinafter provided, if the Building shall be partially or totally damaged or destroyed by fire or other cause, then Landlord shall repair the damage and restore and rebuild the Building, after notice to it of the damage or destruction, to the extent of insurance proceeds received by Landlord for such purpose; provided, however, that Landlord shall not be required to repair, restore or rebuild any rentable area in the Building other than the Demised Premises or to repair, restore or rebuild the Demised Premises beyond the condition existing on the Commencement Date, or repair or replace any of those items installed by Tenant as Alterations or Tenant's Work or any other personal property, business or trade fixtures, equipment, furniture, or other items within the Demised Premises installed by or for Tenant or Tenant's Property. Tenant shall cooperate with Landlord's restoration by removing from the Demised Premises as promptly as reasonably possible after

reasonable request therefor, of all of Tenant's Property. Except to the extent Landlord is hereby obligated to restore the Building and Landlord's Work, and unless this Sublease is terminated by Landlord or Tenant as hereinafter provided, Tenant shall rebuild, restore, repair, redecorate and refixture the Demised Premises and restore the contents thereof in accordance with the requirements of this Sublease (including, without limitation, Tenant's Work). For the avoidance of doubt, Landlord shall have no obligation to remake the Tenant's Allowance.

b. Termination.

i. By Landlord. If, (A) as a result of any damage or destruction twenty-five percent (25%) or more of the Building is damaged or destroyed and rendered untenantable, (B) the repair or restoration of any damage or destruction would, in the reasonable estimation of Landlord, not be completed prior to the final two (2) Sublease Years or (C) for any reason Landlord is not required to restore the Building pursuant to the Master Lease, by separate agreement with Master Landlord or otherwise, and will not restore the Building, then Landlord may elect to terminate this Sublease by giving notice to Tenant of such election on or before the date which is ninety (90) days after the damage or destruction and (A) upon the date specified in such notice, this Sublease and the Term shall cease and expire; and (B) any Base Rent and Additional Rent shall be adjusted as of the date of the termination.

ii. By Tenant. If, (A) as a result of any damage or destruction twenty five percent (25%) or more of the Demised Premises is damaged, destroyed or rendered untenantable or the kitchen is rendered substantially unusable and the time period for the substantial completion of the restoration thereof would, as estimated by Landlord's contractor in the exercise of his reasonable judgment, not be completed prior to the final two (2) Sublease Years or (B) as a result of any damage or destruction twenty five percent (25%) or more of the Building is damaged, destroyed or rendered untenantable for any reason and Landlord elects not to restore the Building, then Tenant may elect to terminate this Sublease by giving notice to Landlord of such election on or before the date which is ninety (90) days after the damage or destruction and upon the date specified in such notice, this Sublease and the Term shall cease and expire and any Base Rent and Additional Rent shall be adjusted as of the date of termination. In addition, if as a result of any material damage or destruction that prevents Tenant from operating its business, Landlord estimates that the time to repair such restoration will exceed one (1) year from the date of the damage or destruction, or if the actual time to repair exceeds one (1) year from the date of the

damage or destruction, Tenant shall have the right to terminate this Sublease, provided that the one (1) year restoration period shall be extended on a day for day basis by the number of days that Landlord is delayed, after the occurrence of the damage or destruction, from completing its repairs or restoration by Force Majeure.

c. Availability of Insurance Proceeds. Notwithstanding anything to the contrary contained in this Sublease, if Landlord is obligated to restore the Building pursuant to this Sublease, all casualty insurance proceeds of Landlord and Tenant (except for proceeds compensating Tenant for the damage to Tenant's Property and to Tenant's Work and Alternations done by Tenant payable as a result of such casualty) shall be made available to Landlord to pay the costs of such restoration.

d. No Claims Against Landlord. No damages, compensation or claim shall be made by Tenant against Landlord for inconvenience, loss of business or annoyance arising from any damage or destruction, repair or restoration of any portion of the Demised Premises or the Building pursuant to this Section 14 or any other provision of this Sublease.

e. Obligations Continue. None of the Base Rent or Additional Rent payable by Tenant, nor any of Tenant's other obligations under any provisions of this Sublease, shall be affected by any damage or destruction of the Demised Premises by fire or other casualty, except that all Base Rent and Additional Rent, until Landlord's repair and restoration shall be substantially completed, shall be apportioned from the day of the casualty until sixty (60) days following Landlord's restoration of the Demised Premises according to the part of the Demised Premises that is usable excluding for purposes of such calculation the Outdoor Dining Area.

15. **Eminent Domain.** If the whole or substantially all of Landlord's interest in the Demised Premises, or the whole or substantially all of Landlord's interest in the Building, or the whole or substantially all of the access to the Building or the Demised Premises shall be lost to Landlord and Tenant through eminent domain, then the Term shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim for the value of any remaining portion of the Term. If part, but less than substantially all, of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and Tenant is reasonably still able to operate a first-class high quality restaurant in the Demised Premises, then this Sublease shall continue in full force and effect; provided, however, that the Base Rent payable hereunder shall be reduced proportionately to the number of square feet so acquired or condemned excluding for purposes of such calculation the Outdoor Dining Area. Landlord shall give Tenant prompt notice any condemnation or eminent domain proceeding affecting the Building. Tenant shall have the right to

make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment, provided Tenant is entitled pursuant to the terms of this Sublease to remove such property, trade fixtures and equipment at the end of the Term, and provided further, such claim does not reduce Landlord's award.

16. **Assignments; Leasehold Mortgages and Encumbrances**.

a. Generally. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage, or encumber this Sublease or any of its rights or estates hereunder, sublet the Demised Premises or any part thereof, or suffer or permit the Demised Premises, or any part thereof, to be used or occupied by others, without the prior written consent of Landlord in each instance, except as provided herein. Provided that the Premises continues to be operated and branded as a Starbucks Coffee location, Landlord shall not have any right to consent to a subletting or assignment to: (a) a parent, subsidiary, affiliate, division or other entity controlling, controlled by, or under common control with Tenant; or (b) a successor entity related to Tenant by merger, consolidation, reorganization or government action; or (c) an entity that acquires not less than twenty (20) of Tenant's locations, operating under the trade name "Starbucks Coffee." Landlord shall have the sole and absolute right to approve a party that acquires Tenant's leasehold improvements that proposes to change the use of the Demised Premises, which Landlord must exercise within thirty (30) days of receipt of notice of the proposed assignment. Regardless of whether Tenant sublets or assigns this Sublease, Starbucks Corporation shall remain liable for all obligations of Tenant under this Sublease. Notwithstanding the foregoing, Tenant shall not be allowed to change the name of the Premises without Landlord's approval, at Landlord's sole and absolute discretion. Landlord will not be entitled to receive any consideration with respect to any assignment or subletting. For purposes of this Sublease any sale or transfer of capital stock, including redemption or issuance of addition stock of any class, will not be deemed an assignment, subletting or transfer of this Sublease. If this Sublease is assigned or if the Demised Premises, or any part thereof, is sublet or occupied by anyone other than Tenant, without the prior written consent of Landlord, Landlord may collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the rent herein reserved, but no assignment, subletting, occupancy, or collection shall be deemed a waiver of the provisions hereof or the acceptance of the assignee, subtenant, or occupant as a tenant or a release of Tenant from the further performance by Tenant of Tenant's covenants in this Sublease. Landlord's consent to an assignment, subletting, or other occupancy or transfer or conveyance shall not, in any way, be construed to relieve Tenant from obtaining Landlord's express written consent to any further assignment, subletting, or other occupancy or transfer or conveyance. In no event shall, any permitted sublessee assign or encumber its sublease, further sublet all or any portion of its sublet

space, or otherwise suffer or permit the sublet space, or any part thereof, to be used or occupied by others, without Landlord's written consent in each instance.

17. **Subordination and Estoppel**.

a. This Sublease is subject and subordinate to all ground or underlying leases (including the Master Lease) and to all mortgages (including the Existing Mortgage) which may now or hereafter affect such leases or all or part of the real property of which the Demised Premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such ground or underlying leases or mortgages including any provision in any of the foregoing requiring review, approval, consent or supervision by or on behalf of any Superior Lessor or Superior Mortgagee of any Alterations and each advance under any such mortgage. This clause shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall from time to time execute promptly any certificate that Landlord may reasonably request for the purpose of confirming same provided that such certificate is in form reasonably satisfactory to Tenant and includes customary non-disturbance and recognition provisions with respect to this Sublease. In this Sublease, each ground or underlying lease or mortgage to which this Sublease is subject and subordinate is sometimes called a **"Superior Lease"** or **"Superior Mortgage"** respectively, and the lessor under a Superior Lease, its successors and assigns, and each mortgagee and/or agent, its successors and assigns, for the mortgagee or mortgagees holding a Superior Mortgage is hereinafter sometimes called the "**Superior Lessor"** or **"Superior Mortgagee"**, respectively. Landlord agrees to use commercially reasonable efforts to obtain a subordination agreement from the GSA in a form substantially similar to that attached hereto as Exhibit K.

b. No prepayment of more than one month's installment of the annual rental rate shall be valid or binding upon any Superior Lessor or Superior Mortgagee unless expressly approved in writing by such Superior Lessor or Superior Mortgagee or any of its predecessors in interest. If any Superior Lessor or Superior Mortgagee shall succeed to Landlord's estate in the Building or the rights of Landlord under this Sublease, whether through possession or foreclosure action or delivery of a new lease or a deed or otherwise, then at the election of such party so succeeding to Landlord's rights (herein sometimes called "**Successor Landlord**"), Tenant shall attorn to and recognize such Successor Landlord as Tenant's landlord under this Sublease. The foregoing shall be self-operative. Without limiting the preceding sentence, Tenant shall promptly execute and deliver any instrument in recordable form that such Successor Landlord may reasonably request to evidence such attornment provided that such document is in form reasonably satisfactory to Tenant and includes customary non-disturbance and recognition provisions with respect to this Sublease. Tenant hereby waives any right Tenant may have under any present or future Legal Requirements to terminate this Sublease or surrender the Demised Premises by reason of the institution of any proceeding to terminate

a Superior Lease or action to foreclose a Superior Mortgage and this Sublease shall not be affected by any such proceeding or action. Nothing contained herein will be deemed to impair any right, privilege or option of any Superior Lessor or Superior Mortgagee. No Successor Landlord shall be (i) bound by any prepayments of rent for more than one month or by any offsets, credits, claims, counterclaims, demands or defenses that may have accrued to Tenant under this Sublease, (ii) liable for any act or omission of any prior landlord under this Sublease, (iii) obligated to complete any construction of the Demised Premises or the Building, (iv) obligated to make any contribution to the cost of tenant improvements or any other payment or loan to or on behalf of Tenant, (v) required to account for any security deposit or other sums delivered to any prior landlord other than any amounts actually delivered to such Successor Landlord or (vi) bound by any modification of this Sublease unless such modification was consented to in writing by such Successor Landlord.

c. If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate this Sublease, or to claim a partial or total eviction, Tenant shall not exercise such right until (x) Tenant gives notice of such act or omission to Landlord and to each Superior Lessor and Superior Mortgagee whose name and address were previously furnished to Tenant by notice hereunder, and (y) such Superior Lessors or Superior Mortgagees fail to remedy (or cause to be remedied) such act or omission within a reasonable period following the time when such Superior Lessors or Superior Mortgagees become entitled under such Superior Lease or Superior Mortgage respectively to remedy same. Tenant agrees, at any time and from time to time, as requested by Landlord, upon not less than thirty (30) days' prior notice, to execute and deliver to Landlord, or to any, potential purchaser of all or any portion of Landlord's direct or indirect interest in of Landlord's interest in the Demised Premises or Building or any present, potential or future Superior Mortgage, a statement in form reasonably satisfactory to Tenant certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications, that this Sublease is in full force as modified and stating the modifications); certifying the dates to which the Base Rent and Additional Rent have been paid; stating whether or not, to Tenant's knowledge, the Landlord is in default in performance of any of its obligations under this Sublease, and, if so, specifying each such default and certifying as to such other matters as the Landlord or such potential purchaser or present, potential or future mortgagee may reasonably request, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom Landlord may be dealing.

18. **Areas Exterior to Demised Premises**.

a. Generally. Except as expressly provided by Subsection 18(b) below, Tenant shall not use any Lobby, the street areas adjacent to the Building or any other part of the Building other than the Demised Premises. Tenant shall take all

reasonable action not to permit Tenant's Personnel to enter any Lobby, or other public areas of the Building except to conduct meetings regarding this Sublease and as otherwise reasonably agreed by Landlord. Tenant shall take all reasonable steps and diligent good faith efforts not to encumber or obstruct or permit to be encumbered or obstructed any hallway, service area, any Lobby, elevator, stairway or passageway in the Hotel. Tenant shall take all reasonable steps and diligent good faith efforts not to permit Tenant's Personnel or Tenant's Guests to congregate or queue, be it in a line or otherwise, in any Lobby, any portion of the Building, or the street area outside the Building.

b. Appurtenant Space. Tenant shall have, as appurtenant to the Demised Premises, the non-exclusive right to use in common with others, subject to the terms and conditions of this Sublease and the Landlord's Building Rules, for Tenant's customers and Tenant's Personnel only, the common toilets on the Lobby Level indicated in the drawing attached to this Sublease as Exhibit G (the "**Washroom Space**") provided, however, it is acknowledged that the Washroom Space is intended solely for the ordinary personal hygienic needs of individuals and therefore Tenant shall not be entitled to use such common toilets for any commercial purpose including food and beverage preparation, supply of water for the operation of the Tenant's business, or disposal of any garbage, rubbish or wastewater. Landlord reserves the right to control and operate such common toilets in such manner as it in its reasonable judgment deems best.

19. **Utilities and HVAC.**

a. Generally. Anything in this Sublease to the contrary notwithstanding, Tenant shall, at its sole cost and expense, pay for and maintain all utilities and systems used exclusively in connection with the Demised Premises and make its own arrangements with the serving utility. Tenant shall make all deposits to the public or other utility server that are required to open accounts with said serving utility to obtain all required utilities directly from such serving utility. Tenant shall timely pay, directly to the utility server furnishing said utilities, the cost of all utilities consumed in the Demised Premises. Subject to Subsection 19(g) and (i) below, Landlord is not required to furnish any utility including electric current, gas or water, to the Demised Premises. In no event shall Landlord be responsible for charges for electricity, heat, or any other utilities (other than domestic cold water) consumed in the Demised Premises by Tenant.

b. Meters. Landlord shall, at Tenant's expense, install necessary meters and submeters for the metering or submetering of electric, gas, and hot and cold water delivered to the Demised Premises. Tenant shall reimburse Landlord as an item of Additional Rent for all out of pocket costs and expenses paid or incurred by Landlord on account of installation of submeters within thirty (30) days of Landlord's demand therefor from time to time as long as such demand is

accompanied by documentation reasonably sufficient to establish Landlord's costs. Tenant shall, throughout the Term, keep all meters in good working order and repair at Tenant's sole cost and expense and shall surrender the meters to Landlord in good working condition upon the expiration or sooner termination of this Sublease.

c. Landlord's Option. If Tenant shall fail to timely pay its utility bill, Landlord shall have the option to pay same. Any payment made by Landlord shall be reimbursed by Tenant as Additional Rent within ten (10) business days from Landlord's billing therefor together with notice of when such Additional Rent is due.

d. No Liability for Alteration in Service. Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of utility service furnished to the Demised Premises by reason of any requirement, act or omission of the governmental agency or public utility or other utility server serving the Building with utility service or for any other reason.

e. Capacity Limitation. Tenant's use of electric current in the Demised Premises shall not at any time exceed the capacity of any of the electrical conductors and facilities in or otherwise serving the Demised Premises. Landlord represents and warrants that the Demised Premises has the capacity to allow Tenant to draw up to 400 Amps of 3 phase 208 volt electrical power via a Tenant provided transformer and 480 volts switch, without adverse impacts on other occupants of the Building. Tenant shall submit a load letter to Landlord and the applicable utility authority for service review and final approval. Tenant covenants and agrees that its use of any utility in the Demised Premises shall not at any time exceed the capacity of any of the pipes, risers and equipment in or otherwise serving the Demised Premises. In order to insure that such capacity is not exceeded and to avert any possible adverse effect upon the Building's electric service, Tenant shall not, without Landlord's prior written consent in each instance, connect any fixtures, appliances or equipment, to the Building's electrical distribution system nor make any alteration or addition to the electric system of the Demised Premises.

f. Installation of Additional Conduits. Any additional pipes, risers or other equipment proper or necessary to supply Tenant's reasonable utility requirements, will, upon written request of Tenant, be installed by Landlord, at the sole cost and expense of Tenant, so long as such work is done at fair market rates, if, in Landlord's sole judgment, the same will not cause permanent damage or injury to the Building or the Demised Premises, is reasonably feasible, and will not cause or create a dangerous or hazardous condition or interfere with or disturb other subtenants or occupants of the Building.

g. No Direct Service Available. If as of the Commencement Date electric current, gas service or water service cannot be obtained by Tenant directly from the

governmental agency or public utility company servicing the Building but can be obtained through Landlord, then same will be supplied by Landlord, and Tenant will reimburse Landlord for Landlord's actual, out-of-pocket costs to supply such utilities (without any upcharge, overhead, management, Administration Fee or additional charge of any kind) from time to time. Landlord shall install such submeters and Tenant shall pay the Tenant's cost of electric current, gas service and water service supplied by Landlord on the basis of such submeters. All costs and expense shall be paid by Tenant as an item of Additional Rent and shall be due within thirty (30) days of demand. If any tax is imposed on the Landlord's receipts from the sale or resale of electricity, gas or water to Tenant by any federal, state or municipal authority, Tenant covenants and agrees that where permitted by Legal Requirements, such taxes shall be passed on to, and included in the bill of, and paid by, Tenant to Landlord as an item of Additional Rent. For purposes of Section 19(g) and (i):

(a) **Usage** shall mean the number of applicable standard measuring units (for example, kilowatt hours and kilowatts of electronic consumed) consumed in the Demised Premises, as measured by a meter or meters through which the applicable utility supplied to the Demised Premises is drawn, for each calendar month or such other period as Landlord shall determine during the term of this Sublease.

(b) **Rate** shall mean the amount per standard measuring unit (including, with respect to electric current, energy and demand) that would be charged, at the time in question, by the public utility company supplying the subject utility to the Building, at the rate schedule payable by Landlord (including the demand factors for the Building, if the Usage were the total amount of the subject utility being purchased.

(c) **Tenant's Cost** shall mean 100% of an amount equal to the product of the Rate multiplied by the Usage.

h. Landlord's Option to Provide. Landlord reserves the right to discontinue furnishing one or more of such utilities provided pursuant to Subsection 19(g) above to Tenant at any time upon thirty (30) days' written notice to Tenant but not earlier than the date that such utility or utilities are available to Tenant directly from the governmental agency or public utility company or other utility server servicing the Building, and from and after the effective date of such termination, Landlord shall no longer be obligated to furnish Tenant with such one or more utilities. If Landlord exercises such right of termination, this Sublease shall remain unaffected thereby and shall continue in full force and effect, and thereafter Tenant shall diligently arrange to obtain utility service directly from the governmental agency or public utility company or other utility server servicing the Building. Landlord shall not be obligated to pay any cost related to Tenant's direct utility service nor shall Landlord be liable or responsible to Tenant for any

loss, damages or expenses that Tenant may sustain due to a change in the character of utility service

i. Water. Tenant shall install and maintain in good order and condition any connections to the capped cold water stub in provided by Landlord. It is expressly understood that Landlord shall provide no hot water to the Demised Premises, and that any hot water that Tenant shall require in connection with its business shall, subject to and in compliance with the applicable provisions of this Sublease and the Landlord's Building Rules and Legal Requirements, be generated by Tenant at its sole cost and expense. Landlord shall install a water meter or submeter and thereby measure Tenant's water consumption for all purposes. Tenant agrees to pay for all water consumed, as shown on said meters at Tenant's Cost. All charges for water consumed shall be paid by Tenant as an item of Additional Rent and shall be due within thirty (30) days of demand therefor from time to time.

j. HVAC. Except as provided in Exhibit C, Landlord shall have no obligation to provide any heating, ventilation or air-conditioning services to any portion of the Demised Premises; provided however, Landlord represents that the HVAC equipment is sufficient to provide conditioned fresh air to the Demised Premises per minimum code requirements based on weather conditions. Tenant shall furnish its own heat and air conditioning to the Demised Premises at Tenant's sole cost and expense. Landlord will provide to the Demised Premises heating hot water and chilled water for heat and air-conditioning through the existing facilities. Tenant shall install and maintain in good order and condition any connections to any capped heating hot water and chilled water provided by Landlord. As part of the Tenant's Work, Tenant shall install such equipment as may be necessary to furnish heating, air-conditioning and, without limiting Landlord's obligation to perform the Landlord's Work, ventilation to the Demised Premises. Such equipment shall be equipped with motorized valves which will automatically turn off the supply of heating hot water and chilled water when such equipment is not in use in connection with the furnishing of heat or air-conditioning to the Demised Premises. Landlord shall install one or more btu meters and thereby measure Tenant's consumption of hot water and chilled water for all purposes. Tenant agrees to pay for water consumed, as shown on said meters at the usual and customary fair market rates established therefor by Landlord from time to time. All charge for water consumed shall be paid by Tenant as an item of Additional Rent and shall be due within ten (10) business days of demand therefor from time to time. Tenant covenants and agrees to pay any sewer rent charge or any other tax, rent, levy or charge which now or hereafter is imposed or is a lien upon the Demised Premises or the Building pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water (cold, hot, chilled or otherwise), water system, sewage or sewage connection or system with respect to the Demised Premises.

20. **Access to Premises**. Landlord or Landlord's agents shall have the right (but shall not be obligated) to enter the Demised Premises in any emergency at any time, and, at other reasonable times during Tenant's normal business hours (or, at Tenant's option, during hours when Tenant is not required by this Sublease to operate its business, in which case Tenant shall pay Landlord's incrementally increased costs, if any, resulting from off-hours work) and upon reasonable advance notice, except with respect to the Entry Notice Exceptions, of the need for such entry, to examine the same and to make such repairs, replacements and improvements as Landlord may deem necessary and reasonably desirable to any portion of the Demised Premises or which Landlord may elect to perform in the Demised Premises following Tenant's failure to make repairs or perform any work that Tenant is obligated to perform under this Sublease within seven (7) business days after notice thereof, or for the purpose of complying with Legal Requirements. Landlord will use reasonable efforts not to interfere unreasonably with Tenant's operations and to protect property in the Demised Premises. Tenant shall permit Landlord to use and maintain and replace pipes and conduits in and through the Demised Premises and to erect new pipes and conduits therein, provided they are concealed within the walls, floors or ceiling wherever practicable and provided that Landlord shall use reasonable efforts not to interfere substantially with either Tenant's operations or the finish of the Demised Premises, and to repair any damage to the Demised Premises caused by Landlord's work. Landlord may, during the progress of any work in the Demised Premises, take all necessary materials and equipment into the Demised Premises without the same constituting an eviction, provided Landlord shall not store any materials or equipment inside the Demised Premises when it is not doing work in the Demised Premises, and Tenant shall be entitled neither to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise, other than for an actual breach by Landlord of this Sublease. Throughout the Term, Landlord shall have the right to enter the Demised Premises at reasonable hours for the purpose of showing the same to any potential purchaser of all or any portion of Landlord's direct or indirect interest in the Demised Premises or Building or any present, potential or future holder of a superior mortgage of all or part of Landlord's direct or indirect interest in the Demised Premises or the Building, and during the last six months of the Term for the purpose of showing the same to prospective tenants. In an emergency, or if (after reasonable notice) Tenant is not present to open and permit an entry into the Demised Premises, Landlord or Landlord's agents may enter the Demised Premises whenever such entry may be necessary or permissible by master key or forcibly, provided reasonable care is exercised to safeguard Tenant's property. Such entry shall not render Landlord or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If, during the last month of the Term, Tenant shall have removed all or substantially all of Tenant's property from the Demised Premises, Landlord may immediately enter, alter, renovate or redecorate the Demised Premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this Sublease or Tenant's obligations hereunder. Landlord shall have the right at any time, without the same constituting an eviction

and without incurring liability to Tenant therefor, to change the name, number or designation by which the Building and/or Hotel may be known. Without incurring any liability to Tenant, Landlord may permit access to the Demised Premises and open the same, whether or not Tenant shall be present, upon demand of any receiver, trustee, assignee for the benefit of creditors, sheriff, marshal or court officer entitled to, or reasonably purporting to be entitled to, such access for the purpose of taking possession of, or removing, Tenant's property or for any other lawful purpose (but this provision and any action by Landlord hereunder shall not be deemed a recognition by Landlord that the person or official making such demand has any right or interest in or to this Sublease, or in or to the Demised Premises), or upon demand of any representative of the fire, police, building, sanitation or other department of the city, state or federal governments. Unless the Demised Premises must be closed entirely for the Landlord to perform such work, no action permitted by Landlord hereunder shall impair Tenant's access to the Demised Premises. If Landlord erects scaffolding at the Building, Landlord will make commercially reasonable efforts to avoid blocking the Tenant's windows.

21. **Bankruptcy**.

a. If at any time after the date of this Sublease (whether prior to the Commencement Date of or during the Term): (i) any proceeding in bankruptcy, insolvency or reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief shall be instituted against Tenant pursuant to any federal or state law now or hereafter enacted, or any receiver, liquidator or trustee shall be appointed (without the acquiescence of Tenant) of Tenant or of all or any portion of Tenant's property or of the Demised Premises, or any execution or attachment shall issue against Tenant or Tenant's business or property or against the leasehold estate created hereby and any such proceeding or appointment or issuance be not dismissed or vacated within ninety (90) days from the date of such proceeding, appointment or issuance; or (ii) Tenant shall be adjudged a bankrupt or insolvent, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall file a voluntary petition in bankruptcy or shall file a petition or answer seeking (or enter into an agreement for) reorganization, arrangement, composition, readjustment, liquidation, dissolution or any other similar relief under any federal or state law now or hereafter enacted, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant, or of all or any substantial part of its properties or of the Demised Premises, or this Sublease or the estate of Tenant herein shall pass to or devolve upon, by operation of law or otherwise, anyone other than Tenant, then the occurrence of any one of such contingencies shall be deemed to constitute and shall be construed as a repudiation by Tenant of Tenant's obligations hereunder and shall cause this Sublease *ipso facto* to be canceled and terminated, and Tenant shall remain liable as hereinafter provided, and Landlord shall have the immediate right to re-enter the Demised Premises and to remove all persons and property therefrom and this Sublease shall not be treated as an asset of the Tenant's estate and neither the

Tenant nor anyone claiming by, through or under Tenant by virtue of any law or any order of any court shall be entitled to possession of the Demised Premises or to remain in possession thereof.

b. Upon the occurrence of any of the contingencies described in Section 21(a) above, Landlord shall have the right to retain on account of damages, and not as a penalty, any prepaid rents, security deposit and/or letter of credit proceeds, if any, and Landlord shall also be entitled to exercise such rights and remedies to recover from Tenant such amounts as are specified in Section 23(c) and Section 23(d) (provided, however, that clause (x) of such Section 23(d) shall apply), unless any statute or rule of law governing the proceedings in which such damages are to be proved shall lawfully limit the amount of such claims capable of being so proved, in which case Landlord shall be entitled to recover, as and for liquidated damages, the maximum amount which may be allowed under any such statute or rule of law. As used in this Section 21, the term "Tenant" shall be deemed to include and shall apply to Tenant and its successors, permitted sublessees and assigns and the Guarantor, if any.

c. Tenant acknowledges and agrees that the Demised Premises are part of a mixed use building of the finest quality with due regard to the importance of, among other things, the tenant mix and balance in the Building and, therefore, that any assignee (by operation of law or otherwise) must (a) be compatible in all respects with the character and quality of the then existing tenant mix, and (b) provide Landlord with adequate assurance of its future performance under this Sublease including adequate assurance of the source of payment of Base Rent (of no less than one (1) year of Base Rent) and Additional Rent (including Percentage Rent) and assurance (in the form of a covenant) that the use of the Demised Premises shall only be that permitted under this Sublease. In the event of Tenant's bankruptcy, insolvency or reorganization, the parties hereto specifically intend that the actions of the trustee or Tenant in assuming and/or assigning this Sublease shall be governed by the provisions of Section 365 of Title 11 of the United States Code applicable to leases of premises in a mixed use building of the quality of the building on the Property.

d. All amounts payable by Tenant to or on behalf of Landlord under this Sublease whether or not expressly denominated rent or additional rent, shall constitute rent for the purpose of Section 502(b)(6) of the Bankruptcy Code and for the purpose of any similar section of any other present or future federal or state bankruptcy, insolvency or reorganization law.

22. **Default**.

a. Events of Default. Each of following shall constitute an "**Event of Default**" by Tenant under this Sublease:

i. Any failure of Tenant to pay Base Rent within ten (10) days after notice

from Landlord.

ii. The Demised Premises become vacant or deserted (other than in connection with casualty, condemnation Force Majeure, or permitted remodeling), and such condition continues for five (5) business days after notice thereof by Landlord to Tenant;

iii. Any execution or attachment shall be issued against Tenant, Tenant's subleasehold, or any of Tenant's Property whereupon the Demised Premises shall be taken or occupied by someone other than Tenant;

iv. This Sublease is rejected under Section 365 of the Bankruptcy Code;

v. If Tenant shall fail to timely open for business when required pursuant to this Sublease;

vi. The Starbucks Coffee store is not open and operated for at least eight (8) hours per day seven (7) days a week (other than in connection with casualty, condemnation Force Majeure, or permitted remodeling);

vii. If any event occurs or any contingency arises whereby this Sublease (or the legal or beneficial interests in Tenant), by operation of law or otherwise, devolves upon or passes to any Person other than Tenant (or with respect to the legal or beneficial interests in Tenant), except as permitted by Section 16;

viii. Any fact or circumstance that is stated in this Sublease to be an Event of Default, including a failure by Tenant to achieve a "Critical Milestone" listed on Exhibit D3 to this Sublease after consultation with Landlord as to how to best achieve such Critical Milestone following failure to meet an initial deadline and either Tenant's failure to diligently and continuously pursue achievement of such milestone or Tenant's falling so far behind the schedule of Critical Milestones that it could not be on schedule for opening by the Ground Opening Date; or

ix. Tenant shall default in the performance of any other covenant or duty hereunder and fails to cure such default to the reasonable satisfaction of Landlord within ten (10) days as to a monetary default or thirty (30) days as to a non-monetary default after receiving written notice of default from Landlord setting forth a description of such default in reasonable detail together with what Landlord would consider cure to its reasonable satisfaction; provided, however, if said default shall not be curable by the payment of money and shall be of a nature that cannot be cured within said thirty (30) day period and the continuance of which for the period required to cure cannot (A) subject Landlord or any superior lessor or

superior mortgagee to being charged with or prosecuted for a crime or (B) result in the termination of any superior lease or foreclosure of any superior mortgage, Tenant shall have such longer period of time, not to exceed ninety (90) days in the aggregate, necessary to cure such default provided that, and so long as, Tenant commences curing such default within said thirty (30) day period and at all times thereafter diligently prosecutes such cure to completion.

b. No Excusal of Performance. Except for those obligations that can only be performed after performance by Landlord of its obligations hereunder, or except as expressly provided in this Sublease, this Sublease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill or is delayed in performing any of its obligations under this Sublease by reason of strike or labor troubles, a government preemption or restrictions or by reason of any rule, order or regulation of any Governmental Authority or by reason of the conditions of which have been or are affected, either directly or indirectly, by war or other emergency, or when, in the judgment of Landlord, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements.

c. No Cancellation or Termination Right. Tenant shall not be entitled to exercise any right of cancellation or termination or other option granted to it by this Sublease (if any) at any time when an Event of Default exists or, but for the passage of time after notice, would exist unless such default is cured within the cure period hereunder.

23. **Remedies**.

a. Cancellation. If an Event of Default occurs, then Landlord may serve a written notice ("**Landlord's Cancellation Notice**") of cancellation of this Sublease upon Tenant. The Term shall end and expire upon the date specified in the Landlord's Cancellation Notice (the "**Cancellation Effective Date**") as fully and completely as if the expiration of such date specified in the Landlord's Cancellation Notice were the day herein definitely fixed for the end and expiration of this Sublease and the Term and Tenant shall then quit and surrender the Demised Premises to Landlord and shall remain liable as hereinafter provided.

b. Re-entry. If (i) a Landlord's Cancellation Notice shall have been properly given and the Cancellation Effective Date has occurred, (ii) whether or not Landlord gave a Landlord's Cancellation Notice, if an Event of Default under clause 22(a)(i) above occurs, (iii) if any of the contingencies specified in Section 21(a) occurs (without regard to whether this Sublease is terminated or not, and if this Sublease is terminated, without regard to the manner in which it is terminated), or

(iv) this Sublease otherwise terminates, then Landlord may without notice, re-enter the Demised Premises and dispossess Tenant or any other occupant of the Demised Premises by summary dispossess or other action or proceedings, remove and/or retain Tenant's FF&E and other items of Tenant's Property, and hold the Demised Premises as if this Sublease had not been made, and Tenant shall remain liable as hereinafter provided. As used in this Sublease, "**re-enter**" and "**re-entry**" are not restricted to their technical legal meaning.

c. Obligations Upon Repudiation, Default, Cancellation, Termination and/or Re-entry. If (i) a Landlord's Cancellation Notice shall have been properly given and the Cancellation Effective Date has occurred, (ii) whether or not Landlord gave a Landlord's Cancellation Notice, if an Event of Default under clause 22(a)(i) above occurs, (iii) if any of the contingencies specified in Section 21(a) occurs (without regard to whether this Sublease is terminated or not, and if this Sublease is terminated, without regard to the manner in which it is terminated), (iv) this Sublease otherwise terminates by reason of default hereunder on the part of Tenant, (v) Landlord re-enters the Demised Premises under the provisions of Section 23(b) above, or (vi) Landlord re-enters the Demised Premises by or under any summary dispossess or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, then

i. Tenant shall pay to Landlord (within ten (10) days of demand therefor from time to time)

1. the Base Rent and Additional Rent payable to the later of Cancellation Effective Date, to the time of termination of this Sublease, or the time of recovery of possession of the Demised Premises by Landlord, as the case may be,
2. the unamortized portion of any brokerage commission paid by Landlord in connection with this Sublease, assuming such amounts would be fully amortized over the initial Term;
3. the unamortized portion of the Tenant's Allowance and the free rent period if any, between the Commencement Date and the Rent Commencement Date, assuming all such amounts would be fully amortized over the initial Term; and
4. damages as provided in Section 23(d) below;

ii. Landlord shall be entitled to

1. retain all monies, if any, paid by Tenant to Landlord, but such monies shall be credited by Landlord against any Base Rent or Additional Rent due from Tenant at the time of such repudiation, default, cancellation, termination or re-

entry or, at Landlord's option, against any damages payable by Tenant under Section 23(d) below or pursuant to law; and

2. relet the Demised Premises, or any part thereof, in accordance with Section 23(e) below; and

iii. Tenant agrees that:

1. the Demised Premises then shall be in the same condition as that in which Tenant has agreed to surrender the same to Landlord on the Expiration Date including, in accordance with Section 3(d)(i) above;

2. Tenant shall have performed prior to any such repudiation, default, cancellation, termination, dispossess or re-entry, any obligation of Tenant contained in this Sublease for the making of any Alteration or for restoring or rebuilding the Demised Premises or the Building, or any part thereof; and

3. for the breach of any obligation of Tenant set forth above in this Section 23(c)(iii), *ipso facto* Landlord shall be entitled to recover, and Tenant shall pay (within ten (10) business days of demand therefor from time to time), the cost and expense of performing such obligation (as estimated by an independent contractor selected by Landlord), in addition to any other damages to which Landlord may be entitled under this Sublease or at law or equity as the result of the repudiation, default, or other breach and that resulted in such cancellation, termination or re-entry.

d. Monetary Damages.

i. If (i) a Landlord's Cancellation Notice shall have been properly given and the Cancellation Effective Date has occurred, (ii) whether or not Landlord gave a Landlord's Cancellation Notice, if an Event of Default under clause 22(a)(i) above occurs, (iii) if any of the contingencies specified in Section 21(a) occurs (without regard to whether this Sublease is terminated or not, and if this Sublease is terminated, without regard to the manner in which it is terminated), (iv) this Sublease otherwise terminates by reason of default hereunder on the part of Tenant, (v) Landlord re-enters the Demised Premises under the provisions of Section 23(b) above, or (vi) Landlord re-enters the Demised Premises by or under any summary dispossess or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, then Landlord may

recover from Tenant all damages it may sustain, including an amount equal to all expenses, including reasonable attorneys' fees and disbursements, incurred by Landlord in recovering possession of the Demised Premises, all expenses incurred for the care, protection and preservation of the Demised Premises while vacant, all expenses incurred in painting, altering or repairing the Demised Premises in order to place the Demised Premises in first-class rentable condition (whether or not the Demised Premises are relet), and either, at the election of Landlord, (x) a sum that, at the time of such cancellation or termination of this Sublease or at the time of any such re-entry by Landlord, as the case may be, represents the then value of the positive difference, if any between, (A) the aggregate amount of Base Rent and Additional Rent that would have been payable by Tenant conclusively presuming that all items of Additional Rent would be the same as were payable for the year immediately preceding the cancellation, termination or re-entry, or, if less than 365 days have then elapsed since the Commencement Date until such cancellation, termination or re-entry, the amount of items of Additional Rent equal to the product of 365 and the fraction the numerator of which is the actual amount of items of Additional Rent that accrued during such period of less than 365 days and the denominator of which is the actual number of days in such period of less than 365 days) for the period commencing with such earlier cancellation or termination of this Sublease or the date of any such re-entry, as the case may be, and ending with the date that would have been the Expiration Date if this Sublease had not so cancelled or terminated or if Landlord had not so re-entered the Demised Premises, minus (B) the aggregate rental value of the Demised Premises for the same period (taking into account all free rent, rent abatements, rent credits, and other concessions and inducements, tenant improvement allowances, the dollar value of any Landlord's work), both discounted to their present value at four percentage points above the rate for United States Treasury Notes or Bills then having a maturity closest to such assumed Expiration Date, **or** (y) sums equal to the Base Rent and Additional Rent that would have been payable by Tenant (as determined pursuant to the same assumptions as used in connection with determining additional rent under clause (x) above) had this Sublease not so terminated, or had Landlord not so re-entered the Demised Premises, payable upon the due dates therefor (as provided in this Sublease) following such cancellation or termination or such re-entry until the date that would have been the Expiration Date if this Sublease had not been so cancelled or terminated or if Landlord had not so re-entered the Demised Premises, provided however, that if Landlord shall relet the Demised Premises during said period, Landlord shall credit Tenant

with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting any indebtedness other than rents payable hereunder from Tenant to Landlord, it being understood that any such reletting may be for a period shorter or longer than what would have been the unexpired portion of the Term if this Sublease had not been so cancelled or terminated or if Landlord had not so re-entered the Demised Premises, but in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled in any suit for the collection of damages pursuant to this subdivision to a credit in respect of any net rents from a reletting, except to the extent that such net rents are actually received by Landlord. If the Demised Premises or any part thereof is relet in combination with other space, then proper apportionment on a per square foot basis shall be made of the rent received from such reletting and of the expenses of reletting. In computing such damages there shall be added to the said deficiency such expenses as Landlord may incur in connection with reletting (the "**Reletting Expenses**"), including, but not limited to, legal expenses, reasonable attorneys' fees and disbursements, tenant allowances and credits. Landlord may, in maintaining the Demised Premises in good condition or preparing the same for reletting, make such alterations, repairs, replacements, and/or decorations in the Demised Premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of reletting the Demised Premises. The making of any such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability.

If the Demised Premises or any part thereof is relet by Landlord for what would have been the unexpired portion of the Term if this Sublease had not been so terminated, or if Landlord had not so re-entered the Demised Premises, before presentation of proof of such damages to any court, commission or tribunal, the amount of rent set forth in any lease(s) in connection with such reletting, less all Reletting Expenses, shall prima facie, be the fair and reasonable rental value for the Demised Premises, or part thereof, so relet during the term of the reletting.

ii. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the Term would have expired if this Sublease has not so cancelled or terminated or had Landlord not so re-entered the Demised Premises. Nothing herein

contained shall be construed to limit or preclude recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default of Tenant hereunder. Nothing herein contained shall be construed to limit or prejudice the right of Landlord to prove for and obtain as damages by reason of the termination of this Sublease or re-entry on the Premises for the default of Tenant under this Sublease an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved whether or not such amount is greater than, equal to, or less than any of the sums referred to in Subsection 23(c).

e. Injunctive Relief. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof (including the provisions of Section 8 hereof), Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for.

f. Reletting. Landlord may (but shall be obligated to relet the Demised Premises or any part or parts thereof, which may, at Landlord's option, be equal to, less than or, greater than the period that would otherwise have constituted the balance of the Term. Landlord may grant concessions or free rent or charge a lower rental than that in this Sublease. The failure of Landlord to relet the Demised Premises or any part or parts thereof shall not release or affect Tenant's liability for damages. Landlord shall in no event be liable in any way whatsoever for failure to relet the Demised Premises, or in the event that the Demised Premises are let, for failure to collect the rent thereof under such reletting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rent collected over the sums payable by Tenant to Landlord hereunder.

g. Option to Perform. Without limitation of Subsection 23(c)(iii), if Tenant shall fail to observe or perform any condition or covenant required under this Sublease, then after notice is given by Landlord (if required by this Sublease) and upon the expiration of any applicable grace period (except in an emergency), Landlord may immediately or at any time thereafter and without notice to Tenant perform the Tenant's obligations. Within ten (10) business days of Landlord's demand therefor Tenant shall reimburse Landlord for the costs and expenses of any such performance.

h. Intentionally Deleted.

i. Specific Performance. Landlord shall have the right to seek specific performance of any obligation of Tenant's under this Sublease other than Tenant's obligation to operate from the Premises at any time after five (5) years following the

Commencement Date.

j. Other Remedies. The remedies provided for in this Sublease shall not preclude Landlord from any other remedy, in law or in equity.

All of the remedies hereinbefore granted to Landlord, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No cancellation or termination of this Sublease or re-entry of the Demised Premises shall deprive Landlord of any of its remedies or actions against Tenant for Base Rent, Additional Rent or Other Charges due at the time or which, under the terms hereof, would in the future become due as if there had been no cancellation or termination, and for any and all other sums due at the time or which, under the terms hereof, would in the future become due as if there has been no cancellation or termination or re-entry, nor shall the bringing of any action for Base Rent, Additional Rent or Other Charges, or for breach of covenant, or the resort to any other remedy herein provided for the recovery of Base Rent, Additional Rent or Other Charges be construed as a waiver of the right to obtain possession of the Demised Premises.

k. Landlord Default. Landlord's failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements or provisions of this Sublease required to be done, observed, kept or performed by Landlord, for a period greater than thirty (30) days after written notice by Tenant to Landlord of said failure (except if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if it commences performance within the thirty (30) day period and thereafter diligently pursues the cure to completion), shall be deemed a default by Landlord; then, Tenant may, at its option, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (i) remedy such default or breach; (ii) pursue injunctive relief, including the remedy of specific performance; and/or (ii) seek money damages for loss proximately caused by Landlord's failure to discharge its obligations under the Lease. Nothing contained in this Sublease shall relieve Landlord of its duty to effect the repair, replacements, correction or maintenance required of its pursuant to this Sublease, nor shall Landlord be relieved of its obligation to restore the affected services or utilities, and this Section shall not be construed to obligate Tenant to undertake any such work.

24. **No Waiver.** The failure of a party to seek redress for violation of, or to insist upon strict performance of any covenant or condition of this Sublease shall not be deemed a waiver of such or any subsequent breach in any of the covenants or conditions of this Sublease. The receipt by Landlord of Base Rent and/or Additional Rent with knowledge of the breach of any covenant or condition of this Sublease shall not be deemed a waiver of such breach, and no provision of this Sublease shall be deemed to have been waived by Landlord unless such waiver be in writing and signed by

Landlord. Neither payment by Tenant or receipt by Landlord of a lesser amount than the Base Rent, nor any endorsement or statement of any check or any letter accompanying any check, payment or letter as Base Rent and/or Additional Rent be deemed an accord and satisfaction; and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Sublease. No act or omission by Landlord or Landlord's agents during the Term shall be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or Landlord's agent shall have any power to accept the surrender of the Demised Premises prior to the termination of this Sublease, and the delivery of keys to any agent or employee of Landlord shall not operate as a termination of this Sublease or a surrender of the Demised Premises.

25. **Fees and Expenses; Default Interest.** Tenant shall pay Landlord as an item of Additional Rent all costs and expenses paid or incurred by Landlord arising from, in connection with or relating to any breach by Tenant of this Sublease (including reasonable attorney's fees and disbursements in instituting, prosecuting or defending any actions or proceeding or otherwise including any action or proceeding to collect Base Rent or Additional Rent, enforcing or endeavoring to enforce any rights against Tenant and the costs of recovering possession after expiration, cancellation or termination of this Sublease). Such payments by Tenant shall be due and payable within ten (10) business days of demand therefor from time to time. Interest ("**Default Interest**") shall accrue on each payment required to be made by Tenant under this Sublease for each day from and after the date such payment becomes past due and remains unpaid, through and including the date of payment, at a rate equal to the lesser of (i) the greater of (A) (b) (4)% per annum, or (B) (b) (4) above the prime rate as quoted in the *Wall Street Journal* or comparable source, or (ii) the maximum applicable legal rate, if any. Such Default Interest shall be paid by Tenant to Landlord as an item of Additional Rent within ten (10) business days of demand therefor from time to time.

26. **Tenant's Right of Cancellation.**

a. Effective as of the expiration of five (5) years after the Commencement Date ("**Tenant's Cancellation Effective Date**"), and provided Tenant has notified Landlord that Tenant's gross sales from the Demised Premises for the one (1) year prior to the date of Tenant's Cancellation Notice were less than (b) (4) (b) (4) ollars ($(b) (4), Tenant shall have the one-time right to terminate and cancel this Sublease by sending Landlord a written notice ("**Tenant's Cancellation Notice**") in accordance with this Section 26.

b. Tenant's Cancellation Notice must be sent at least one hundred eighty (180) days before the Cancellation Effective Date. If Tenant fails to provide Tenant's Cancellation Notice in accordance with the preceding sentence, Tenant shall lose

its right to cancel this Sublease and this Section 26 shall no longer be enforceable by Tenant.

c. Concurrently with the Tenant's Cancellation Notice, Tenant shall pay Landlord an amount (the "**Cancellation Fee**") equal to the amount then payable by Tenant for the upcoming six (6) months of Base Rent, Tax Contribution and CAM Charge plus Landlord's unamortized portion (without interest) of Landlord's Initial Expenses. "**Landlord's Initial Expenses**" shall mean the aggregate of: (i) Tenant's Allowance of $[redacted] (b) (4) and (ii) the amount of any commission paid by Landlord to brokers in connection with Tenant's Sublease, amortized as of the effective date of cancellation on a straight line basis.

d. If Tenant sends a Tenant's Cancellation Notice, Tenant shall vacate the Demised Premises on or before the Cancellation Effective Date as if the Cancellation Effective Date had been fixed as the Expiration Date.

27. **Matters of Civil Procedure.**

a. WAIVER OF TRIAL BY JURY. IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY SUCH PARTY HERETO AGAINST ANY OTHER SUCH PARTY ON ANY MATTERS WHATSOEVER ARISING OUT OF, CONNECTED WITH OR RELATED TO THIS SUBLEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OF OR OCCUPANCY OF THE DEMISED PREMISES, OR ANY EMERGENCY STATUTORY OR OTHER STATUTORY REMEDY.

b. Governing Law. This Sublease shall be governed in all respects by the laws of the District of Columbia.

c. Jurisdiction, Service of Process and Venue. Each party represents and warrants to the other party that it is not entitled, directly or indirectly, to diplomatic or sovereign immunity. In all disputes arising out of this Sublease, Landlord, the original Tenant herein named, each person comprising Tenant, each immediate and remote assignee of Tenant's interest in this Sublease and each person comprising each such assignee, shall be deemed subject to service in Washington D.C. and to the jurisdiction of the Court System of the District of Columbia and federal courts located in Washington D.C. and such service may be accomplished in the same manner as a Notice and agree that all such disputes shall be heard and determined in the federal district courts located in Washington D.C. or in the superior court of Washington D.C.

d. Waiver of Right to Bring Counter Claims.

i. Landlord's Approval. If Landlord commences any proceeding or action for possession including a summary proceeding for possession of the Demised Premises, Tenant shall not interpose any counterclaim of whatever nature or description in any such proceeding, except for statutory mandatory counterclaims and shall not seek to consolidate such proceeding with any action that may have been or will be brought by Tenant or any other Person.

ii. Redemption. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future Legal Requirements.

e. Waiver of Remedies.

i. Tenant agrees that its sole remedies in cases where Landlord's reasonableness in exercising its judgment or withholding its consent or approval is applicable pursuant to a specific provision of this Sublease, or any rider or separate agreement relating to this Sublease, if any, shall be those in the nature of an injunction, declaratory judgment, specific performance or Tenant's actual monetary damages (but not including any punitive damages or consequential damages), the rights to arbitration (or other forms of alternative dispute resolution) or other remedies being hereby specifically waived except as expressly set forth in clause (ii) below.

ii. If Tenant requests Landlord's consent or approval pursuant to this Sublease and this Sublease requires Landlord not to unreasonably withhold such consent or approval and Landlord determines not to grant such consent or approval, then Landlord shall supply to Tenant within 20 days after Tenant's request for consent, approval or similar action, a notice of objection specifying all of the reasonable bases therefor. Tenant may institute an arbitration to determine whether Landlord unreasonably withheld such consent or approval in Washington, DC before *one* arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. In such arbitration, the arbitrator shall within 10 days after such arbitration (if acceptable to the arbitrator and otherwise as provided in the above referenced rules and procedures) determine whether Landlord shall have acted reasonably in its determination and if not order Landlord to consent or approve as requested by Tenant. The arbitrator may not award costs or any amount of damages of any kind. In rendering such award, the arbitrator shall enforce, and may not amend or modify any provision of, this Sublease. Such award shall be final and binding on the parties hereto, and judgment thereon may be entered in any court having jurisdiction thereon. The arbitrator shall be

bound by each of the provisions set forth in this Sublease, and by the substantive laws of the courts of Washington, DC that relate to any controversy arising from this Sublease.

iii. Without limitation of Landlord's remedies, if Landlord shall be entitled to institute an arbitration proceeding under the preceding clause (ii) if Tenant fails to comply with a request or demand of Landlord, or obstructs the fulfillment of a right of Landlord, in each case in whole or in part, which compliance or fulfillment is required or permitted where the request, demand or exercise was reasonable.

f. Limited Recourse. Tenant shall look only to Landlord's estate and interest in the Demised Premises and Building for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) against Landlord in the event of any default by Landlord hereunder, and no other property or assets of such Landlord (or any partner, stockholder, member, officer or director thereof, disclosed or undisclosed), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Sublease, the relationship of Landlord and Tenant hereunder, or Tenant's use and occupancy of the Demised Premises.

28. **Notices.** Except as otherwise expressly provided in this Sublease, any bill, statement, notice or communication given pursuant to this Sublease shall be in writing, addressed to the intended recipient party and delivered either by hand delivery or by prepaid United States Postal Service Express Mail (or some other nationally recognized overnight courier service, such as Federal Express), and shall be deemed given upon the earlier to occur of delivery or refusal thereof at the addresses for the intended recipient party set forth in Exhibit E of this Sublease. Either party may change its notice address by notice to the other party pursuant to this Section.

29. **Brokerage**. Streetsense/Retail Advisors (**"Landlord's Broker"**) acted as Landlord's broker with respect to this Sublease. Angie Trosper of Streetsense (**"Tenant's Broker"**) acted as Tenant's broker with respect to this Sublease. Landlord represents and warrants to Tenant that Landlord has had no dealings or communications with any broker or agent in connection with the consummation of this Sublease other than Landlord's Broker and Tenant's Broker, and Landlord agrees to pay, hold harmless and indemnify Tenant from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commissions or charges claimed by any broker or agent claiming to have dealt or communicated with Landlord with respect to this Sublease or the negotiation thereof, including Landlord's Broker but excluding Tenant's Broker, provided, however, Landlord has entered into the Angie Trosper of Streetsense Commission Agreement and will indemnify and hold Tenant harmless from and against claims by Tenant's Broker for the performance of Landlord's obligations thereunder. Tenant represents and warrants to Landlord that Tenant has not had

any dealings or communications with any broker or agent in connection with the consummation of this Sublease other than Landlord's Broker and Tenant's Broker and Tenant agrees to pay, hold harmless and indemnify Landlord from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commissions or charges claimed by any broker or agent claiming to have dealt or communicated with Tenant with respect to this Sublease or the negotiation thereof excluding Landlord's Broker and claims by Tenant's Broker for the performance by Landlord of Landlord's obligations under the Angie Trosper of Streetsense Commission Agreement. "**Angie Trosper of Streetsense Commission Agreement**" means that certain Commission Agreement dated as of the date hereof between Landlord and Angie Trosper of Streetsense regarding the payment of a commission in connection with entry into this Sublease. For the avoidance of doubt, any claims by Tenant's Broker in excess of the Landlord's obligation under the Angie Trosper of Streetsense Commission Agreement are Tenant's obligation.

30. **No Representations by Landlord.** Neither Landlord nor any of Landlord's agents has made any representations or promises with respect to the physical condition of the Building, the land upon which it is erected, or the Demised Premises, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the Demised Premises except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Sublease. Tenant acknowledges that the taking of possession of the Demised Premises by Tenant shall be conclusive evidence that the Demised Premises were in good and satisfactory condition at the time such possession was so taken subject to Landlord's Work Punchlist, Landlord's repair and maintenance obligations hereunder and Landlord's obligation to remedy defects in Landlord's Work. All understandings, representations and agreements heretofore made between the parties are merged in this Sublease, which alone fully and completely expresses the agreement between Landlord and Tenant, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. For the avoidance of doubt, it is expressly understood that Landlord may change the name of the Building from time to time in its sole and absolute discretion.

31. **Quiet Enjoyment**. Landlord covenants and agrees with Tenant that, upon Tenant paying the Base Rent and Additional Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Demised Premises, subject, nevertheless, to the terms and conditions of this Sublease.

32. **Adjacent Excavation and Shoring.** If an excavation shall be made upon land adjacent to the Demised Premise or Building, or shall be authorized to be made, Tenant shall afford to the Person causing or authorized to cause such excavation,

license to enter upon the Demised Premises for the purpose of doing such work as said Person shall deem necessary to preserve the Demised Premises or the Building from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Landlord, or diminution or abatement of rent.

33. **Rules and Regulations.** Tenant, Tenant's Personnel, Tenant's Guests shall observe faithfully Landlord's Building Rules. Nothing in this Sublease contained shall be construed to impose upon Landlord any duty or obligation to enforce the rules and regulations or terms, covenants or conditions in any other lease, as against any other subtenant and Landlord shall not be liable to Tenant for violation of the same by any other subtenant or their respective servants, employees, independent contractors, agents, visitors or licensees. Any provision herein notwithstanding, the Building Rules shall be equitably enforced among occupants in the Building. In the event of any conflict between the Rules and the terms of this Sublease, the terms of this Sublease shall control.

34. **Signage**.

    a. Interior Signs. The appearance, number, location, nature and subject matter of any kinds or forms of signs displayed on the windows of the Demised Premises, outside the Demised Premises, and within the Demised Premises that are visible from outside the Demised Premises, will in each instance be only such as meets with Landlord's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall have not control over signs within the Demised Premises unless such signs are visible from outside the Demised Premises. Tenant shall submit to Landlord a detailed sketch of any such signs and once approved, the same shall not be altered without Landlord's reasonable consent, provided that the foregoing shall not preclude substitution of such signs for signs of the same size and similar style. All signs shall be maintained by Tenant, at its sole cost and expense, in good order and condition and shall be removed by Tenant at the end of the Term hereof, and Tenant shall repair any damage to the Demised Premises or Building caused by the installation, maintenance or removal of such signs. Tenant shall indemnify, defend and hold harmless Landlord and each other Landlord Indemnified Party from and against any and all Claims arising from, connected with or related to the installation, maintenance or removal of such signs.

    b. Awnings and Exterior Signs. Landlord shall install, at Tenant's sole cost and expense, the awnings and signs depicted on Exhibit I to this Sublease, which shall allow Tenant, at a minimum three awnings facing 12th Street, two awnings facing the south plaza, and one sign to be affixed to the metal band above the new entry way Tenant shall not install, place or permit any sign (including lettering, window display, awnings or other decor) outside of the Demised Premises that is on the perimeter walls of the Building without the prior written consent of the Landlord in its sole and absolute discretion. Tenant shall not install, place or permit any sign (including lettering, window display, awnings

or other decor) outside of the Demised Premises that is within the Building without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. Each such sign installed pursuant to the three preceding sentences shall be kept clean and in good order and state of repair and appearance by Tenant (using a contractor approved by Landlord) at the sole cost and expense of Tenant, including, whenever necessary in the reasonable judgment of Landlord, the replacement by Tenant at the sole cost and expense of Tenant of awning coverings that have become faded, weathered or similarly damaged, with materials reasonably approved by Landlord. All reasonable costs and expenses of Landlord for the performance of the foregoing obligation shall be paid by Tenant to Landlord as Additional Rent within fifteen (15) days of demand therefor. Tenant shall cause all such signs to be covered by the property insurance provided for in Section 13.

35. **Tenant's Equipment Leases**. [Intentionally deleted.]

36. **Operation of Business**.

a. Generally. Tenant shall not suffer or permit the Demised Premises or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way (i) result in the Demised Premises being operated in violation of the Master Lease; (ii) make void or voidable any fire or liability insurance policy then in force with respect to the Building; (iii) make unobtainable from reputable insurance companies authorized to do business in Washington D.C. any fire insurance with extended coverage, or liability, elevator, boiler or other insurance at rates generally applicable to comparable restaurants in Washington D.C.; (iv) cause or in Landlord's reasonable opinion be likely to cause physical damage to the Building or any part thereof; (v) constitute a public or private nuisance; or (vi) impair or interfere with any of the Building services or systems or the proper and economic heating, cleaning, air conditioning or other servicing of the Building or the Demised Premises.

b. Grand Opening. It is presently anticipated that the Grand Opening Date will be in July, 2016. Tenant must open for business on or before the Grand Opening Date provided, however, if Tenant has obtained the Initial Work Authorization after complying with the diligence requirements set forth in Section 5(a) of this Sublease and the Grand Opening Date occurs on a date that is less than one hundred twenty (120) days after the Possession Date, then the Tenant's obligation to open the Demised Premises for business on the Grand Opening Date will be postponed, provided that Tenant must open for business no later than the date that is one hundred twenty (120) days after the Possession Date or such earlier date that is two weeks following Final Completion of Tenant's Work. Notwithstanding the foregoing, Tenant shall not be required to open for business

until (i) Landlord construction items have been removed from 12th Street, the patio area, and the rear entrance area of the Building adjacent to the Demised Premises, and (ii) the retail lobby and Washroom Space are open to the public. The date Tenant must open for business pursuant to the two (2) preceding sentences is sometimes referred to in this Sublease as the "**Required Opening Date**". Tenant may, with mutual consent of Landlord and Tenant, open for business earlier than the date specified by Landlord in a written notice to Tenant of the opening of the Hotel (the "**Grand Opening Date**"). Landlord may, from time to time, upon notice to Tenant, postpone the Grand Opening Date. In the event Tenant fails to open the Demised Premises as and when required under this Sublease, Tenant shall be required to pay immediately upon demand to Landlord (i) one (1) day of per diem Base Rent, CAM Charges and Tax Contributions for each day after the Required Opening Date that Tenant fails to open the Demised Premises as required under this Sublease up to 30 days after the date required in this Sublease and (ii) one and one-half (1.5) days of per diem Base Rent, CAM Charges and Tax Contributions for each day between 30 days and 90 days after the Required Opening Date that Tenant fails to open the Demised Premises as required under this Sublease up to 90 days after the date required in this Sublease. Without limiting Landlord's rights and remedies under Sections 22(a)(v) and 23, if Tenant's failure to open the Demised Premises as required under this Sublease continues beyond such 90 day period, or if Landlord reasonably determines on the basis of reliable evidence after giving Tenant an opportunity to discuss its position that it is not possible for Tenant to open within such 90 days, then in any such case Landlord shall have the right to cancel this Sublease on two (2) days' prior written notice to Tenant and upon delivery of said notice, this Sublease shall be deemed cancelled and the Term ended.

c. Continuous Operation. From and after the date that Tenant opens for business in the Demised Premises, Tenant agrees to conduct continuously in the entire Demised Premises the business indicated in Section 4 with due diligence and efficiency. Tenant shall: (i) daily (365 or 366 days, as applicable, per year) remain open for business during each such day during, at a minimum of eight (8) hours per day seven (7) days a week; (ii) maintain at all times a full staff of employees and a full and complete stock of food, beverages and other non-edible supplies; (iii) use for office, clerical or non-restaurant purposes only such space in the Demised Premises as is from time to time reasonably required for Tenant's business; and (iv) refrain from conducting or suffering the conduct of any auction, fire or bankruptcy sale upon the Demised Premises. Tenant agrees not to change the advertised name of the business operated in the Demised Premises without the prior consent of Landlord in its sole and absolute discretion. Nothing in this Section shall require to Tenant to operate during periods of time when it is permitted to be closed by the terms of this Sublease, including without limitation

following casualty, condemnation, permitted remodeling, or as a result of Force Majeure.

d. Efforts. Tenant agrees that in the operation of its business of the Demised Premises, Tenant shall at all times hire and maintain reasonably adequate personnel for the efficient service of its customers; and employ all efforts and abilities to operate the business with the first-class high quality of other Starbucks Reserve Coffee stores.

e. License Fees. Tenant shall obtain prior to opening for business, and thereafter maintain in full force and effect, any license, permit, authorization or permission necessary or desirable for the operation of its business in the Demised Premises as contemplated hereby or any work at or improvements to the Demised Premises. Tenant's inability to so obtain or maintain any such license, permit or authorization shall not operate to release Tenant from any obligation under this Sublease including the obligation to pay Base Rent and Additional Rent except as expressly provided. Tenant represents and warrants to Landlord that Tenant knows of no reason why all such licenses, permits, authorizations and permissions would not be granted to Tenant upon application therefor in accordance with the procedures currently promulgated by the appropriate issuing authority. Tenant shall pay when and as due all license fees, permit fees and charges of a similar nature for the conduct by Tenant of the business to be conducted in the Demised Premises.

f. Formation and Authority. Tenant represents and warrants that (a) Tenant is a duly formed and validly existing Washington corporation, and (b) the execution, delivery and performance by Tenant of this Sublease have been duly authorized by all necessary corporate action.

g. No Joint Venture. Nothing herein shall in any way be construed or deemed to create a partnership, joint venture or other similar relationship between Landlord and Tenant.

37. **Store and Hotel Covenants**.

a. Operating Standards. As an additional inducement to Landlord to enter into this Sublease, Tenant covenants and agrees that at all times the business to be conducted at, through and from the Demised Premises (including, without limitation, the kind and quality of the food, beer, wine and services offered; the decor of the coffee store, including the furnishings, soft goods and other appurtenances thereof; the service provided by, and the appearance and deportment of, the coffee store staff; the level of staffing maintained by Tenant for the operation of the coffee store; and the public image and reputation of the coffee store) will be of the first-class high quality of other Starbucks Coffee stores in the Washington D.C. metropolitan area (collectively, the "**Operating**

Standards").

b. Cleanliness. Without limiting Section 9 above, Tenant shall at Tenant's sole cost and expense, keep the Demised Premises in a clean, neat and sanitary condition, in keeping with the requirements of this Sublease (including, without limitation, on matters of noises, odors or nuisances, public or private, including, without limitation, insects or rodents); keep the ventilating hoods over any ranges and ranges and cooking equipment and duct work if any, serving the Demised Premises clean, in a manner and under conditions reasonably satisfactory to Landlord.

c. Hotel Harmony. Throughout the term of this Sublease the appearance of the Demised Premises and the personnel employed therein and any food and beverages served and any signs, lettering, displayed in or about the Demised Premises, together with any lighting or other display appurtenances will be and at all times shall be, in harmony with the dignity and character of the Hotel. If at any time any of the foregoing are disapproved of by Landlord, Landlord and Tenant agree to act in a manner befitting mutual cooperation to eliminate the grounds for such disapproval within a reasonable time.

d. Trade Names; Photography. Neither party shall have the right to use or publish the other party's name or trade name in any of such party's publications, marketing materials or other announcements without the other party's prior consent, provided that, notwithstanding the foregoing, (i) Landlord shall be entitled to refer to and identify Tenant and this Sublease in materials which are from time to time published by Landlord which generally describe Landlord's business and representative tenants and (ii) Landlord shall have the right, solely for the purposes of advertising the location and marketing the Building, to use photographs and/or other depictions (in any medium) of the Building including, without limitation, the exterior of the Demised Premises and/or any signage thereon (including, without limitation, Tenant's trade name), without Tenant's prior consent.

e. Storing Merchandise. Tenant shall store, and/or stock in the Demised Premises only such food, beverages and merchandise as Tenant intends to offer for retail sale in or about the Demised Premises within a reasonable time after receipt thereat.

f. Non-selling Space. Tenant shall use for office, clerical or other non- selling purposes only such space in the Demised Premises as is reasonably required for Tenant's business thereat. Tenant shall not perform any functions for any other store or restaurant of Tenant or for any other Person, provided that the foregoing shall not restrict Tenant from engaging in its typical training and managerial procedures.

g. Tobacco and Sundries. Tenant covenants and agrees that Tenant will not carry, sell or offer to sell, cigarettes or tobacco.

h. Tenant's Fixtures. Tenant shall operate its business in the Demised Premises with adequate equipment, furniture and trade fixtures ("**Tenant's FF&E**") which shall, when initially installed, be new, functional, sufficient and of first-class workmanship and subject to Landlord's approval, which shall not be unreasonably withheld, provided that Landlord shall not have any right to disapprove equipment, nor shall Landlord have the right to disapprove furniture and trade fixtures that are equal or superior to Tenant's furniture and trade fixtures used in Starbucks Reserve Coffee Stores. Tenant shall maintain and repair all Tenant's FF&E so as to keep them in first class condition and replace Tenant's FF&E if reasonably necessary to cause the Demised Premises to be operated in accordance with Operating Standards. Landlord and Tenant shall discuss and agree regarding any material change in the arrangement of Tenant's FF&E that can be seen in a direct sight line from the Hotel lobby or exterior, provided Landlord's agreement to any such change shall not be unreasonably withheld. The removal, replacement, alteration, or addition of any Tenant's FF&E that can be seen in a direct sight line from the Hotel lobby or exterior shall be subject to the approval of Landlord, which shall not be unreasonably withheld.

i. Redecorating. All decorations of the Demised Premises shall be of a first class quality, consistent with the Operating Standards and those that are visible from outside the Demised Premises shall be subject to the approval of Landlord, which shall not be unreasonably withheld. Tenant shall maintain and repair all decorations so as to keep them in first class condition. Tenant shall from time to time during the term hereof, redecorate the Demised Premises and refinish, renew and/or replace the decorations, if reasonably necessary to cause the Demised Premises to be operated in accordance with the Operating Standards. The removal, replacement, alteration, addition or rearrangement of any decorations shall be subject to the reasonable approval of Landlord.

j. Music. Tenant shall not use, play or operate or permit to be used, played or operated any musical instrument (or other sound making or sound reproducing device) in the Demised Premises without the prior consent of Landlord, not to be unreasonably withheld. Landlord's consent shall not be required for prerecorded music played in the store that is consistent with the Operating Standards unless audible from outside the Demised Premises.

k. Deliveries. Tenant shall have all deliveries to, and servicing of, the Demised Premises done at times and in a manner reasonably approved by Landlord and so as not to disturb or inconvenience the guests of the Building and not to interfere with free ingress to, or egress from, the Building or any portion

thereof. In making rules related to deliveries, Landlord shall take into consideration and make reasonable accommodation for Tenant's business needs and typical operations. Tenant shall be allowed to accept deliveries only between the hours of 7:00 a.m. and 9:00 p.m. local time. All delivery trucks or other vehicles servicing the Demised Premises shall park only at service entrances and areas designated by Landlord and at the times reasonably designated by Landlord. Under no circumstances shall deliveries to the Demised Premises be made through any other entrance of the Building except for that/those so designated by Landlord. No food deliveries to or from the Demised Premises shall be made through the Lobby.

l. Odors. Tenant shall exert all reasonable commercial efforts to not permit odors or smells of any kind or nature to escape from the Demised Premises at any time. Tenant agrees to use the appliances, exhaust fans and ventilating devices existing or required to be installed pursuant to this Sublease and, at Tenant's sole cost and expense, to maintain such devices and install any other exhaust fans, ventilating devices, appliances or ducts that may be necessary (as reasonably determined by Landlord) in order to keep odors and smells from escaping from or permeating out of the Demised Premises at any time. In the event that Tenant shall fail to comply with the terms of this Subsection 37(l), and such failure continues for seven (7) business days after notice thereof by Landlord, Landlord, at its option, may cause such apparatus as may be necessary for compliance with this paragraph (o) to be installed and erected at the Tenant's cost and expense, as Additional Rent hereunder, which shall be payable upon Landlord's demand therefor. The Tenant shall keep all ventilating and exhaust systems, including the vents and ducts outside of the Demised Premises in good and proper condition and repair during the Term and upon the expiration or earlier cancellation or termination of this Sublease, shall return the same to the Landlord in good order and repair.

m. Grease Traps. Tenant shall at Tenant's sole cost and expense and to Landlord's reasonable satisfaction install a grease trap if required by applicable code for Tenant's operations in the Demised Premises and all other necessary and proper apparatus, and maintain the same in good order and repair for the purpose of preventing any stoppage or interference with the plumbing or sewerage system emanating from the Demised Premises. Tenant shall, at its sole cost and expense, promptly remove and/or repair any stoppage or interference with said plumbing or sewerage system due to the carelessness, improper conduct, negligent acts of omission or commission, Tenant's Guest while in the Demised Premises, or otherwise originating from the Demised Premises.

n. Infestation. Tenant shall keep Demised Premises free from rats, mice, insects and other vermin and will, if and when reasonably requested by Landlord,

employ and keep employed, at Tenant's sole cost and expense, a competent rodent, insect, or vermin exterminating company

o. Fire Suppression. Tenant shall at Tenant's sole cost and expense install and maintain a state-of-the-art commercial fire suppression system reasonably acceptable to Landlord in good working condition throughout the Term, and shall install and maintain such equipment and such service contracts as may be required at any time to maintain the lowest insurance premiums available for the uses conducted in the Demised Premises.

p. Activities Harmful to Hotel. Landlord shall have the right to prohibit the use by Tenant of any method of operation, advertising or interior display if, in Landlord's reasonable opinion, the use thereof would impair the reputation of the Hotel, or is otherwise materially out of harmony with the general character thereof, and upon notice from Landlord, Tenant shall as soon as practicable refrain from or discontinue such activities. Without limiting the foregoing or any other provision of this Sublease, Tenant agrees that all of its advertising, logos, graphics, signs, lettering, announcements, menus, uniforms, lighting and floral arrangements, displays, promotional and public relations literature and all similar items must at all times be consistent with the dignity, reputation and character of the Hotel. The Tenant shall remove and discontinue the use of any of the aforesaid items upon the written objection of Landlord. Landlord acknowledges that advertising and displays consistent with the Operating Standards will not be deemed a violation of this Section.

q. Tenant's Employees. Tenant agrees and acknowledges that the conduct, appearance and performance of its staff (i.e. employees and natural person independent contractors) will have a substantial effect on the operation, success and reputation of the Starbucks Coffee store and, accordingly, the Hotel. Therefore, Tenant covenants and warrants that it will obey and enforce the following rules and regulations in regard to its staff to insure courteous and business like performance:

   i. All of Tenant's staff will be required to abide by and adhere to the same rules and regulations and standards of conduct provided for hotel staff at the Hotel, including, but not limited to:

      1. staff must be appropriately attired while in public areas – Landlord acknowledges that attire in accordance with the Operating Standards shall satisfy this requirement;

      2. staff may not use the services of the Hotel without the approval of a Hotel general manager;

3. staff must not loiter on Hotel property or obstruct any Hotel areas; and

ii. Landlord shall have the right to request Tenant to take disciplinary action with respect to any employee that violates any rules, does not perform up to the required standards, or otherwise acts in a manner detrimental to the operation of the Hotel or Tenant's Starbucks Coffee store; and

iii. Tenant agrees to provide such management and supervisory personnel for all periods of time that its restaurant is in operation as may be necessary, to insure the orderly and proper operation of such facilities in a first class manner consistent with the terms of this Sublease.

iv. Tenant shall not provide room service to the Hotel without the prior written consent of Landlord in its sole and absolute discretion.

r. Parking. Landlord shall make available to Tenant the ability to rent up to two (2) parking spaces within the Building at market rates.

s. Outdoor Seating. At Tenant's sole cost and expense, Tenant shall set up outdoor seating (including tables and umbrellas) in the Outdoor Dining Area (the "**Outdoor Seating**"). The design of such Outdoor Seating shall be mutually approved by Landlord and Tenant. At Tenant's sole cost and expense, Tenant shall be responsible for cleaning and maintaining the Outdoor Seating to a high quality standard.

38. **Miscellaneous**.

a. No Reliance. Landlord has not made and is not making, and Tenant, in executing and delivering this Sublease, is not relying upon, any warranties, representations, promises or statements except to the extent that they are expressly set forth in this Sublease.

b. Entire Agreement. All prior understandings and agreements between the parties are merged in this Sublease which alone fully and completely express the agreement of the parties and which are entered into after full investigation.

c. Severability; Maximum Interest. If any of the provisions of this Sublease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Sublease shall be valid and enforceable

to the fullest extent permitted by Legal Requirements.

d. Modifications.

i. Generally. No agreement shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Sublease, in whole or in part, unless such agreement is in writing, refers expressly to this Sublease and is signed by the party against whom enforcement of the change, modification, waiver, release, discharge, termination or effectuation of the abandonment is sought.

ii. Required Modifications. If, in connection with obtaining financing for the Building, a bank, insurance company or other lending institution shall request reasonable modifications in this Sublease as a condition to such financing, Tenant will not unreasonably withhold, delay or defer its consent thereto; provided that such modifications do not increase the monetary obligations of Tenant hereunder other than to a *de minimis* extent and provided further that no such modifications shall adversely affect Tenant's operations or other obligations hereunder, or decrease Tenant's rights with respect to Landlord, .

e. Drafts. Submission by Landlord of this Sublease for review and/or execution by Tenant shall not confer any rights or impose any obligations on either party unless and until both Landlord and Tenant execute this Sublease and duplicate originals thereof are unconditionally delivered to the respective parties.

f. Exhibits. The Exhibits and Schedules, if any, annexed to this Sublease shall be deemed part of this Sublease with the same force and effect as if such Exhibits and Schedules were numbered Sections of this Sublease.

g. Captions. The table of contents, captions, headings and titles in this Sublease are solely for convenience of reference and shall not affect its interpretation.

h. No Construction Against Draftsperson. This Sublease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Sublease to be drafted.

i. Independent Obligations. Each obligation of Tenant under this Sublease shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Sublease.

j. Time of Essence. Time shall be of the essence with respect to the time periods set forth in this Sublease.

k. Number and Gender. All terms and words used in this Sublease, regardless of the

number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

l. Certain Words. As used in this Sublease, the term

i. "include," "includes" and "including" will be understood as if they were followed by the words "without limitation";

ii. "and/or" when applied to two or more matters or things shall be construed to apply to any one or more or all such matters or things as the circumstances warrant; and

iii. "herein" and "hereunder" and words of similar import shall be construed to refer to this Sublease as a whole and not to any particular Article or Section unless expressly so stated.

m. Successors and Assigns. Except as otherwise expressly provided in this Sublease, the obligations under this Sublease shall bind and benefit the successors and assigns of the parties hereto with the same effect as if mentioned in each instance where a party is named or referred to; provided, however, that (a) no violation of the provisions of Section 16 shall operate to vest any rights in any successor or assignee of Tenant and (b) the provisions of this Section shall not be construed as modifying the defaults and/or conditions of limitation contained in Section 22.

n. No Third Party Beneficiaries. No provision in this Sublease shall be construed for the benefit of any third party except as expressly provided herein.

o. Governmental Matters. The provisions attached hereto as Exhibit H are incorporated as if fully set forth in the body of this Sublease and shall be equally binding on Tenant.

p. Counterparts. This Sublease may be executed in multiple counterparts (including delivery by facsimile and PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(SIGNATURES TO FOLLOW ON THE NEXT PAGE)

IN WITNESS WHEREOF, Landlord and Tenant have respectively executed and delivered this Sublease as of the day and year first written above.

LANDLORD:

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company

By: _____
Name: Donald. J. Trump
Title: President

TENANT:

STARBUCKS CORPORATION,
a Washington corporation

By: (b) (6) [redacted]
Name: (b) (6) [redacted]
Title: svp, Store Development
Starbucks Corporation

EXHIBIT A

Definitions

1. "**Additional Insured**" shall have the meaning given in Subsection 13(c)(iii).
2. "**Additional Rent**" shall have the meaning given in Subsection 5(c).
3. "**Administrative Fee**" means a fee established by Landlord from time to time as a charge for Landlord's services and inconvenience. No such fee shall exceed Landlord's actual expenses that are in addition to wages or salaries ordinarily paid to employees.
4. "**Alteration**" shall have the meaning given in Section 8(a).
5. "**Angie Trosper of Streetsense Commission Agreement**" shall have the meaning given in Section 29.
6. "**Anticipated Delivery Date**" shall have the meaning given in Subsection 3(b).
7. "**Approvals**" means any approvals, acceptances, certificates of inspection or similar documents required to be obtained in connection with Alterations, including the Tenant's Work, under any Legal Requirements, under the Master Lease, or under any Superior Mortgage or related loan or credit agreement.
8. "**Approved Closures**" means reasonable closures of the Demised Premises for repairs, maintenance, renovations and restoration of the damage caused by Force Majeure events, or, not more than once every three years for renovations not related to casualty, which non-casualty closures are approved by Landlord in its reasonable discretion, for clarity such consent shall not be required with respect to restoration of the damage caused by Force Majeure events, if the reasonable performance thereof requires closure and provided Tenant maintains such closure only so long as reasonably required to complete restoration.
9. "**Bankruptcy Code**" means the United States Bankruptcy Code, 11 U.S.C. § 101 et. seq., as amended from time to time.
10. "**Base Rent**" shall have the meaning given in Subsection 5(a)(i).
11. "**Base Tax**" shall have the meaning given in Subsection 6(b).
12. "**Building**" shall have the meaning given in Background Paragraph A.
13. "**Building Systems**" means the central heating, ventilating, air-conditioning, mechanical (including elevator), electric, plumbing (including sanitary and water), gas, steam, life safety and other systems and facilities serving the Building.
14. "**Business Days**" shall mean such Mondays, Tuesdays, Wednesdays, Thursdays and Fridays that do not fall on the days celebrated as New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day or Christmas Day, or on such other days as may now or hereafter be celebrated as holidays on which there is no regular United States postal service and the New York Stock Exchange (or any successor thereto) is closed.
15. "**Business Hours**" shall mean 9:00 a.m. to 6:00 p.m. but only on Business Days.
16. "**CAM Charge**" shall have the meaning given in Subsection 6(d).
17. "**Cancellation Effective Date**" shall have the meaning given in Subsection 23(a).
18. "**Cancellation Fee**" shall have the meaning given in Subsection 26(c).
19. "**Claims**" means demands, causes of action, claims, proceedings, judgments, liabilities, damages, losses, costs, fees, obligations or expenses (including, without limitation, reasonable attorneys' fees and disbursements and all amounts paid in the investigation,

defense and/or settlement of any thereof).

20. "**Commencement Date**" shall have the meaning given in Subsection 3(b).
21. "**Commencement Notice**" shall have the meaning given in Subsection 3(b).
22. "**Default Interest**" shall have the meaning given in Section 25.
23. "**Delivery Date**" shall have the meaning given in Subsection 3(b).
24. "**Demised Premises**" shall have the meaning given in Section 2.
25. "**Effective Date**" shall mean the date on which both Landlord and Tenant have executed this Sublease and delivered an executed counterpart thereof to the other party.
26. "**Entry Notice Exceptions**" shall have the meaning given in Section 9(i).
27. "**Environmental Law**" shall mean all federal, state, and local laws, statutes, codes, ordinances, rules, regulations, permits, consents, licenses, authorizations or orders relating to or addressing the environment, health or safety (including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Federal Insecticide, Fungicide, and Rodenticide Act, as amended; the Resource Conservation and Recovery Act, as amended; the Superfund Amendments and Reauthorization Act of 1986, as amended; the Toxic Substances Control Act, as amended; and any other law, statute, code, ordinance, rule, regulation, permit, consent, license, authorization or order relating to (x) any aspect of the use, handling or disposal of any Hazardous Substances, or (y) workplace or worker safety and health, as such requirements are promulgated by the specifically authorized governmental authority responsible for administering such requirements), whether now existing or hereinafter enacted.
28. "**Event of Default**" shall have the meaning given in Subsection 22(a).
29. "**Excluded Contractor**" shall have the meaning given in Exhibit H.
30. "**Existing Superior Mortgage**" means that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement, dated as of August 12, 2014, given by Landlord in favor of Michael Hillman, as Trustee, for the benefit of Deutsche Bank Trust Company Americas.
31. "**Expiration Date**" shall have the meaning given in Subsection 3(a).
32. "**Final Completion**" means that all of the Tenant's Work has been completed (free and clear of all liens, claims, security interests and other encumbrances) and in accordance with all terms and conditions of this Sublease in all respects including completion of all punchlist items and the delivery by Tenant of all instruments and other documents required to be delivered under this Sublease. "
33. "**Force Majeure**" In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Sublease to be performed by such party (a **"Required Act"**), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (a **"Force Majeure Event"**), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Sublease, the financial inability of Landlord or Tenant to perform any Required Act, including (without limitation) failure to obtain adequate or other financing or Landlord's failure to become the fee simple owner of the Property, shall not be

deemed to constitute a Force Majeure Event.

34. "**Governmental Authority**" shall mean all foreign, national, federal, state, provincial, county, regional, local or municipal governments (including any agency or political subdivision thereof), any governmental or quasi-governmental agency, authority (including stamp and registration authorities), board, public utility, bureau, commission, department, instrumentality, or public body, and any Person with jurisdiction exercising executive, legislative, judicial (including any court or tribunal), regulatory or administrative functions of or pertaining to governmental or quasi-governmental issues. For the avoidance of doubt, the following are expressly included in the definition of Governmental Authority: the General Services Administration, the Advisory Council on Historic Preservation, the National Park Service, the District of Columbia Historic Preservation Office (including in its capacity as the State Historic Preservation Office), the National Capital Planning Commission, the U.S. Commission of Fine Arts, the District of Columbia Historic Preservation Review Board, the District of Columbia Department of Transportation, the District of Columbia Department of Consumer and Regulatory Affairs, the District of Columbia Office of Planning, the District of Columbia Zoning Commission and Board of Zoning Appeals, the Advisory Neighborhood Commission 2C, the District of Columbia Office of the Attorney General, the District of Columbia Water and Sewer Authority (a/k/a D.C. Water), the District of Columbia Department of Health, the Washington Metropolitan Area Transit Authority, and the District of Columbia Department of the Environment.
35. "**Grand Opening Date**" shall have the meaning given in Subsection 36(b).
36. "**GSA**" shall have the meaning given in Subsection 5(a)(i).
37. "**Hard Costs**" shall have the meaning given in Exhibit D2.
38. "**Hard Cost Work**" shall mean the portion of Tenant's Work comprised of structural, mechanical, electrical, plumbing, heating, ventilating, air conditioning, demising, interior partitioning, and finish carpentry work and the cost of which is included in the definition of Hard Costs.
39. "**Hazardous Substance**" shall mean any pollutant, hazardous waste, medical waste, radioactive waste, special waste, petroleum or petroleum-derived substance or waste, asbestos, asbestos-containing materials, polychlorinated biphenyls, or any hazardous or toxic constituent thereof and any other substance defined in or regulated under any Environmental Law.
40. "**Hotel**" shall have the meaning given in Background Paragraph B.
41. "**Initial Tax Contribution**" shall have the meaning given in Subsection 6(a).
42. "**Initial Work Authorization**" shall have the meaning given in Subsection 5(a)(i).
43. "**Installations**" shall have the meaning given in Subsection 8(m).
44. "**Insurance Requirements**" shall mean rules, regulations, orders and requirements of any board of fire underwriters, any fire insurance rating organization, the Insurance Services Office and any other similar body performing the same or similar functions, whether now or hereafter in force, and the usual and customary requirements of any insurance policy maintained by Landlord or Tenant at any time.
45. "**Landlord**" means only the owner of the tenant's interest in a superior lease of the Building or such portion thereof containing the Demised Premises, or the mortgagee in possession, for the time being of the Building (through its interest as it may appear, in the

tenant's interest in a lease of a Building) (or the owner of the landlord's interest in a lease of the Demised Premises), so that in the event of any sale or assignment of said lease, the entity named herein as Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder.

46. "**Landlord's Additional Work**" shall have the meaning given in Subsection 7(b)(ii).
47. "**Landlord's Address for Payment**" means the office of Landlord at the Building or such other address in the continental US as Landlord may designate from time to time as the place where Base Rent should be paid.
48. "**Landlord's Broker**" shall have the meaning given in Section 29.
49. "**Landlord's Building Rules**" mean the rules and regulations adopted by Landlord from time to time, as the same may be changed by Landlord from time to time, as are necessary or desirable, in the Landlord's sole and absolute discretion, for the reputation, safety, care or appearance of the Building, the preservation of good order in the Building, or the operation or maintenance of the Building, provided such shall be applied equitably among occupants in the Building..
50. "**Landlord's Cancellation Notice**" shall have the meaning given in Subsection 23(a).
51. "**Landlord's Initial Expenses**" shall have the meaning given in Subsection 26(c).
52. "**Landlord's Work**" shall have the meaning given in Subsection 7(a).
53. "**Landlord's Work Punchlist**" shall have the meaning given in Subsection 7(b).
54. "**Landlord Affiliate**" shall mean any company owned in whole or in part, directly or indirectly, by Donald J. Trump, Landlord or any Person owning directly or indirectly a majority of the beneficial or legal ownership interests from time to time of Landlord.
55. "**Landlord Indemnified Party**" means each of Landlord, each Trump Person, each Superior Lessor, each Superior Mortgagee, and its, his and her respective shareholders, members, partners, directors, managers, officers, employees, agents, consultants, heirs, administrators, representatives, successors and assigns.
56. "**Legal Requirements**" shall mean any and all laws, statutes and ordinances (including building codes and zoning regulations and ordinances) and the orders, rules, regulations, directives and requirements of all Governmental Authorities whether now or hereafter in force (including all applicable U.S. Department of Labor regulations and directives and regulations and directives related to Environmental Law and the Americans with Disabilities Act), that may be applicable to Landlord, Tenant, the Building or the land on which the Building or any part of either is situated, the Demised Premises or any part thereof, or the sidewalks, curbs or areas adjacent to the Building or the Demised Premises, or the business conducted in the Demised Premises or use thereof, and all requirements, obligations and conditions of all instruments of record.
57. "**Lobby Level**" shall mean the lower level of the Building on which the Building's south public lobby is located.
58. "**Master Landlord**" shall have the meaning given in Background Paragraph A.
59. "**Master Lease**" shall have the meaning given in Background Paragraph A.
60. "**Obscene Use**" means the temporary or continuing (a) sale, distribution or display of any communication, image or other representational matters in any media with prurient appeal or of objects or instruments that are primarily concerned with sexual activity, (b) obscene, nude, or semi-nude live performances, (c) nude modeling, or (d) operation of a so-called rubber goods shops, sex club of any sort, or a "massage

parlor".

61. "**Operating Standards**" shall have the meaning given in Subsection 37(a).
62. "**Other Charges**" means all costs and expenses that Tenant assumes or agrees to pay pursuant to this Sublease that Landlord does not elect to treat as Additional Rent.
63. "**Outdoor Dining Area**" shall have the meaning given in Background Paragraph C.
64. "**Outdoor Seating**" shall have the meaning given in Subsection 37(s).
65. "**Permits**" means the Initial Work Authorization and all other building and other permits and fees and licenses required by any Governmental Authority necessary for proper execution and completion of any Alteration, including the Tenant's Work, and including permits for Tenant's signs.
66. "**Person**" shall mean any individual, sole proprietorship, partnership (including general partnership, limited partnership and limited liability partnership), limited liability company, corporation, business trust, joint stock company, trust, unincorporated association, joint venture or other entity of whatever nature or Governmental Authority.
67. "**Possession Date**" shall have the meaning given in Subsection 5(a)(i).
68. "**Punchlist Items**" shall have the meaning given in Subsection 3(b).
69. "**Reletting Expenses**" shall have the meaning given in Subsection 23(c)(i).
70. "**Rent**" shall have the meaning given in Subsection 5(c).
71. "**Rent Commencement Date**" shall have the meaning given in Subsection 5(a)(i).
72. "**Renewal Period**" shall have the meaning given in Subsection 3(c)(i).
73. "**Renewal Period Commencement Date**" shall have the meaning given in Subsection 3(c)(i).
74. "**Renewal Notice**" shall have the meaning given in Subsection 3(c)(ii).
75. "**Required Opening Date**" shall have the meaning given in Section 36(b).
76. "**Store**" means the store required to be operated in the Demised Premises by Tenant under this Sublease.
77. "**Sublease**" shall have the meaning given in the Preamble.
78. "**Sublease Year**" shall mean each consecutive twelve (12) month period during the Term, the first of which begins on the first day of the calendar month in which the Rent Commencement Date occurs.
79. "**Superior Lease**" shall have the meaning given in Subsection 17(a).
80. "**Superior Lessor**" shall have the meaning given in Subsection 17(a).
81. "**Superior Mortgage**" shall have the meaning given in Subsection 17(a).
82. "**Superior Mortgagee**" shall have the meaning given in Subsection 17(a).
83. "**Supplemental Building Plans**" shall have the meaning given in Subsection 7(b)(ii).
84. "**Successor Landlord**" shall have the meaning given in Subsection 17(b).
85. "**Tax Contribution**" shall have the meaning given in Subsection 6(a).
86. "**Tax Year**" shall mean each period commencing on the first day of October of each calendar year and ending on September 30 of the succeeding calendar year, or such other period occurring during the term of this Sublease as hereafter may be duly adopted as the fiscal year for real estate tax purposes of the District of Columbia.
87. "**Taxes**" shall mean (i) all possessory interest taxes, real estate taxes, assessments, sewer rents, vault taxes or rents and water charges (to the extent assessed, levied or imposed against the Building, air rights, underground rights and/or the land on which the Building is situated or any part thereof or any appurtenances thereto, governmental levies,

municipal taxes, county taxes or any other governmental charge, general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind or nature whatsoever, which are or may be assessed, levied or imposed upon all or any part of the Building, air rights, underground rights and/or the land on which the Building is situated or any part thereof or any appurtenances thereto, including any tax, excise or fee measured by or payable with respect to any rent, and levied against Landlord and/or the Building, air rights, underground rights and/or the land on which the Building is situated or any part thereof or any appurtenances thereto, under the laws of the United States, the District of Columbia, or any political subdivision thereof, or by the District of Columbia, or any political subdivision thereof, and (ii) any expenses incurred by Landlord in contesting any of the foregoing set forth in clause (i) of this sentence or the assessed valuations of all or any part of the Demised Premises or collecting any refund. If, due to a future change in the method of taxation or in the taxing authority, a new or additional real estate tax, or a franchise, transit, profit or other tax or governmental imposition, however designated, shall be levied against Landlord and/or the Building, air rights, underground rights and/or the land on which the Building is situated or any part thereof or any appurtenances thereto, in addition to (for clarity, in the case of real estate taxes), or in substitution (in the case of a franchise, transit, profit or other tax or governmental imposition, however designated) in whole or in part for any tax which would constitute "Taxes", or in lieu of additional Taxes, such tax or imposition shall be deemed for the purposes hereof to be included within the term "Taxes". In no event shall Taxes include income, estate, or wealth taxes imposed on Landlord.

88. "**Tenant**" shall have the meaning given in the Preamble.
89. "**Tenant's Allowance**" shall have the meaning given in Subsection 7(b)(iv).
90. "**Tenant's Broker**" shall have the meaning given in Section 29.
91. "**Tenant's Cancellation Effective Date**" shall have the meaning given in Subsection 26(a).
92. "**Tenant's Cancellation Notice**" shall have the meaning given in Subsection 26(a).
93. "**Tenant's FF&E**" shall have the meaning given in Subsection 37(h).
94. "**Tenant's Guest**" means each customer, guest, and invitee of Tenant or other visitor to the Demised Premises.
95. "**Tenant's Notice of Violation of Restrictive Covenant**" shall have the meaning given in Subsection 4(b).
96. "**Tenant's Personnel**" means each owner, director, manager, partner, officer, employee, independent contractor, servant, agent, purveyor, supplier, contractor, or subcontractor of Tenant, including any Person visiting the Demised Premises for the purposes of any interview, estimate, solicitation or similar business purpose.
97. "**Tenant's Plans**" shall have the meaning given in Subsection 7(b)(iii)(C).
98. "**Tenant's Property**" shall mean any and all property belonging to the Tenant including the Tenant's FF&E, goods, wares and merchandise.
99. "**Tenant's Work**" shall have the meaning given in Subsection 7(b)(iii)(E).
100. "**Tenant's Work Timeline**" shall have the meaning given in Subsection 7(b)(iii)(C).
101. "**Term**" shall have the meaning given in Subsection 3(a).
102. "**Trump Person**" shall mean Donald J. Trump, Donald J. Trump, Jr., Ivanka

Trump, Eric Trump and each other member of their respective families.

103. **"Not Unreasonably Withheld"** or words of similar purport shall mean not unreasonably delayed, denied or conditioned.

104. **"Washroom Space"** shall have the meaning given in Subsection 18(b).

105. **"Waste Removal"** shall have the meaning given in Subsection 9(g)(iii).

106. **"Waste Removal Charge"** shall have the meaning given in Subsection 9(g)(iii).

EXHIBIT B

Depiction of Demised Premises

(follows this cover page)

(b) (7)(F)

EXHIBIT C

LANDLORD'S WORK

LANDLORD WORK LETTER

EXHIBIT C-1
CONSTRUCTION REQUIREMENTS AND STANDARDS

1. Landlord Construction

Landlord's Work to be completed prior to delivering possession of the demised Premises to the Tenant and in compliance with standard construction practices and all applicable codes.

Upon the completion of the Landlord's Work, the Tenant shall inspect for compliance to the Lease. Landlord shall provide Tenant with applicable as-builts and/or new construction drawings for review.

2. Parties Obligations upon Delivery and Possession

Upon delivery of possession of the demised Premises to Tenant, Tenant shall inspect the Premises to determine whether Landlord's Work has been completed. At this time, Landlord and Tenant shall execute the delivery of possession form in accordance with the Lease.

At the time of Tenant's inspection, Landlord shall demonstrate all of Landlord's Work including all mechanical systems of the Premises. Tenant shall deliver to Landlord a written punch list of all incomplete or faulty items of construction or mechanical installation, and any necessary mechanical adjustments and finish work needed to bring the Premises into the condition required by the description of Landlord's Work and the Lease. Landlord shall repair all punch list items prior to Tenant's acceptance of the Premises, or if Tenant chooses to accept delivery of the Premises prior to completion, within thirty (30) days of the date Tenant accepts the Premises.

(b) (6) [redacted]

Landlord Initials _____ Date_____ Tenant Initia[redacted]Date 8/13/14

Version Date January 16, 2014 (DTE Update)

© 2008 Starbucks Coffee Company

STARBUCKS

EXHIBIT C-2
Description of Landlord's Work
New and/or Existing Construction

Scope Category	Details
Utility Service	• Furnish access to electrical, gas, water and sanitary service to the demised Premises. • Provide access to temporary power into the demised Premises, at Tenant's expense, if permanent electrical power is not available at time of possession. Permanent power is required no later than two (2) weeks into Tenant's construction. • Provide access to temporary water, at Tenant's expense, if domestic water is not available at time of possession. Permanent water is required no later than two (2) weeks into Tenant's construction.
Water Distribution	• Furnish and install one domestic water (DW) service sized per local code (minimum one and one-half inches (1-½")), and a meter independently designated for Tenant's use, stubbed via copper piping into the demised Premises with shut off valve. The DW service will provide pressures and flow rates based on local street pressure. • Furnish and install an approved, tested and certified backflow prevention assembly, if required by applicable codes. The fire protection system and domestic water system may not be supplied from the same service.
Sanitary Sewer	• Provide access to a minimum four-inch (4") sanitary sewer waste line at the demised Premises dedicated to Tenant's use.
Gas Distribution	• Deliver gas service pipe from meter room to demised Premises per applicable local codes with shut off valve. Piping size shall be based on pressure distribution and local availability and shall be coordinated with Tenant's MEP consultant. This scope of work must include, local utility approved, piping manifold sized and ready to receive utility gas meter, which will be Tenant's responsibility to install.
Site Electrical Distribution	• Furnish and install main electrical feeder conduit from utility service point to demised Premises. • Electrical power will be available in electrical room for Tenant installation of meter, wiring, and switch. • Tenant shall furnish and install: switch, meter, CT cabinet (if required), wire, and connections per the electrical utility requirements and the National Electrical Code necessary for a complete electrical service installation, utilizing conduit provided by Landlord.
Flooring	• Existing rough concrete floor. Finish by Tenant.
Gypsum Board	• Provide demised and perimeter walls finished to level four (4) finish from floor to underside of roof deck with five-eighths inch (5/8") Type "X" GWB. Furnish insulated demising wall and perimeter wall which meet all applicable codes. • Gypsum board wall system to meet the one (1) hour or two (2) hour fire rating, per applicable codes.

Landlord Initials (b) (6) [redacted] Date 8/14/14

Tenant Initials (b) (6) [redacted] Date 8/15/14

Version Date January 16, 2014 (DTB Update)

Scope Category	Details
Fire Alarm System	• Landlord shall furnish and install a code-compliant fire alarm system covering all levels of the base building with a connection to a central monitoring station. • Landlord's fire alarm system shall provide supervision for all water flow devices required for the sprinkler system and will provide sufficient spare capacity on the base building fire alarm circuits and batteries to accommodate Tenant improvements in accordance with NFPA 72, *National Fire Alarm and Signaling Code*, and other codes in effect. • Tenant shall be responsible for the full code-compliant installation of all required fire alarm devices, related hardware, software and wiring for any fire alarm components added, modified or relocated within the demised Premises as well as any new sub-panels within the demised Premises. • The Tenant fire alarm system shall provide emergency voice/alarm communications (EVACS). • The functions of fire alarm circuits existing in the Tenant space, including smoke detection and circuits serving dampers & HVAC equipment, shall not be affected by Tenant modifications, except that existing smoke detectors may be replaced by heat detectors where permitted by the authority having jurisdiction and existing smoke detectors shall be relocated to a new ceiling surface where such a new surface is added at the current detector location. • Tenant modifications shall not modify circuits used for base building smoke control or stair pressurization. • Tenant-furnished fire alarm components shall be of the same manufacturer as, and compatible with, the base building fire alarm system. • Tenant shall perform initial acceptance testing for new components and shall perform reacceptance testing on the base building fire alarm system as required by NFPA 72.
Fire Protection	• Install a fire main stubbed and capped in Tenant space. • The sprinkler system must include flow and tamper devices, fire alarm system disconnects and back flow prevention as required by agencies having jurisdiction. • System must be pressure tested, fully operational, inspected and approved by local agencies having jurisdiction.
Plumbing Fixtures & Equipment	• Furnish and install all plumbing vents to the demised Premises.
HVAC	• Furnish one and one-fourth inches (1-¼") chilled water and one and one-fourth inches (1-¼") heating hot water lines to demised Premises walls, valved and capped for Tenant tie-in. In addition, provide one thousand two hundred fifty (1,250) CFM of preconditioned ventilation and up to six thousand (6,000) CFM of exhaust. All makeup air shall be the responsibility of the Tenant through existing openings in the perimeter walls. • Furnish up to eight (8) tons of air conditioning (~205 SF/ton) via water connections at the demising wall. Air distribution and water routing from demising wall to terminal equipment shall be the responsibility of the Tenant.
Telephone System	• Furnish and install one (1) one-inch (1") conduit with pull string from the building's main point of entry (MPOE) to the rear wall of Tenant's space above ceiling.

Landlord Initials (b) (6) [redacted] 8/4/14

Tenant Initial (b) (6) [redacted] 8/15/14

(b) (6)

Landlo[redacted]		Tenant:	Starbucks Coffe Company
Print Name:	DONALD J. TRUMP JR.	Print Name:	Joseph Gibbs
Title:	EVP	Title:	Store Development Manager
Date:	8/4/14	Date:	8/15/14

Landlord Initials _____ Date 8/4/14

Tenant Initials _____ Date 8/15/14

© 2014 Starbucks Coffee Company

EXHIBIT D1

LANDLORD'S DRAWING DELIVERIES

1. A dimensioned outline floor plan of the portion of the floor on which the demised premises is located at a minimum scale of 1/8" = 1'0".

2. Structural drawings showing the approximate size and layout of the framing for the portion of the floor in which the Premises are located.

3. Mechanical drawings showing the location of systems serving the demised premises:
   a. primary air distribution duct work;
   b. heating, cooling and ventilation systems;
   c. water supply and drainage systems and access for Tenant connections,
   d. access to auxiliary condenser water system if available to Tenant;
   e. life safety systems for spaces adjacent to the demised premises; and;
   f. approximate location of stub ins referenced in Exhibit A.

4. Electrical drawings showing the location of:
   a. electrical panels applicable to demised premises;
   b. meter room applicable to demised premises; and
   c. telecommunication demarcation room applicable to demised premises.

Tenant shall be responsible for field measuring. Notwithstanding anything to the contrary, Landlord makes no representations or warranties about the above drawings and specifications as they pertain to existing conditions.

EXHIBIT D2
CERTAIN DEFINITIONS PERTAINING TO TENANT'S PLANS AND TENANT'S WORK

For purposes of **Exhibit D3**, the following terms shall have the following meanings:

1. **"Design/Construction Team Documents"** shall mean a list setting forth the names and contact information of the professionals, updated from time to time, who will have the responsibility for developing, designing, and building the Tenant's Work, including architects, engineers, general contractors, interior designers, and other specialty or amenity designers.
2. **"Schematic Design Documents"** shall mean a scaled documents, including length and width dimensions with square footage allocations, that depict in text, diagrams, renderings, and photographs as applicable the following items:
   - **A. "Access/Circulation Plans"** shall mean a representation of interior and exterior pedestrian access ways and circulation routes throughout the Demised Premises and Building.
   - **B. "Infrastructure Plans"** shall mean a representation of planned major infrastructure elements, including but not limited to utilities.
   - **C. "Schematic Floor Plans"** shall mean floor plans, sections, and elevations, representing all spaces including: dining room, bar, kitchen, back of house areas, major mechanical spaces, all elevators, stairs, balconies, and all other spaces. Interior circulation routes should be indicated for both customers and staff. Plans shall be at a minimum of 1/8"=1'-0" scale.
   - D. **"Renderings"** shall mean interior and exterior renderings as computer generated images or perspectives depicting: frontage and interiors.
   - E. **"Schematic Specifications"** shall mean detailed written descriptions of systems (including Demised Premises systems and connections/interface with Building systems), materials and fixtures to supplement and add specificity to the design professional's documents.
   - F. **"Schematic Building System Plans"** shall mean floor plans, sections, and elevations, representing all systems (including Demised Premises systems and connections/interface with Building Systems) to include structural, mechanical, electrical, plumbing, fire protection, and acoustical.
3. **"Tenant's Work Schedule"** shall mean a timeline of the major events (including all those stated on this Tenant's Work Timeline, the Delivery Date and the Grand Opening Date and all major construction events) in Gantt chart form (such as Microsoft Project Primavera Project Scheduler) as a bar chart that illustrates a schedule. The schedule shall illustrate the start and finish dates of the events and also show the dependency (i.e., predecessor and successor) relationships between events. The schedule shall be available upon request and updated monthly.
4. **"Budget"** shall mean the budget from Tenant's general contractor showing general categories of cost and confirming that such Budget exceeds the amount of the Tenant Allowance. Upon request after Tenant has awarded its general contract, Tenant shall provide a copy of such Budget to Landlord.

5. "**Interior Design Documents**" shall mean scaled documents further explaining and updating the Schematic Design Documents and Construction Documents which depict the following items in text, diagrams, renderings, and photographs, as applicable:
   A. "**Concept Presentation**" shall mean the initial presentation of the overall design concept including intentions, style, initial color scheme, and materials.
   B. "**Interior Design Overall Plans**" shall mean plans that are specific to interior design and finishes in the form of: floor plans, sections, and elevations, representing all uses of the Premises including: kitchen, dining room, bar and restaurant spaces, elevators, and balconies. Plans shall be at a minimum of 1/8" = 1'- 0" scale.
   C. "**Interior Design Renderings**" shall mean interior and exterior renderings that are specific to interior design and finishes as computer generated images or perspectives depicting: uses of the Premises and façades.
   D. "**Samples and Sample Boards**" shall mean samples and presentational boards that show samples (as a swatch of the material, as a photograph and/or as a rendering) to represent the materials proposed.
   E. "**Color Schemes**" shall mean color pallet(s) as harmonious color combinations that depict the proposed design.
   F. "**Furniture, Fixtures, and Equipment Package**" shall mean information to include specifications on all finishes, including cut sheets on individual furniture fixtures and equipment pieces, and millwork depicted in: details, floor plans, sections, elevations, and renderings.
   G. "**Final Presentation**" shall mean final presentation of the overall design concept including intentions, style, initial color scheme, and materials.
6. "**100% Completed Construction Documents**" shall mean plans issued by design professionals at one hundred percent (100%) completion used to construct the Tenant's Work.
7. "**Application for Permits**" shall mean submission to the GSA of the Application for Initial Work Authorization and all Other Permits, and the delivery of 100% Completed Construction Documents, revised to reflect Landlord's comments, delivered to GSA together with such applications as required by any other applicable review agencies.
8. "**Construction Period Tenant's Work Insurance**" shall mean the insurance and, if any, bonds that Tenant is required to maintain in accordance with this Sublease during alterations and/or Tenant's Work.
9. "**Construction Contracts Awarded**" shall mean all major contractors have been selected and contracts with such parties have been fully executed.
10. "**Full Construction Permits**" shall mean all permits necessary for the Tenant's Work Completion shall have been obtained and any obligations upon which receipt or maintenance of such approvals are conditioned shall have been completed and all appeal periods have expired. All pre-construction approvals, consents, waivers, orders, acknowledgments, authorizations, sign-offs and filings from any Governmental Authority or other Person required by Legal Requirements contract or otherwise in connection with the Tenant's Work.
11. "**Construction Commencement Date**" shall mean the date of any construction activity (including site preparation, demolition, improvement installation and infrastructure installation) commencing in the Building or Premises relating to Tenant's Work.

12. "**Tenant's Work Completion**" shall mean the Tenant's Work shall be Fully Complete. "**Fully Complete**" shall mean that (i) all Work (as hereinafter defined), including all punch list items, shall have been fully completed, (ii) the Building and Demised Premises shall be free of any liens pertaining to the Work and all required receipts, releases of liens, affidavits, waivers, guarantees, warranties and bonds applicable to the lien-free completion of the Work shall have been issued and delivered to Tenant and (iii) Tenant shall have obtained all Permits and Approvals where defined relating to the Work and the lawful use and operation of the Premises for its intended use. "**Work**" shall mean all construction, labor, materials, supplies, monitoring, supervision, administration, contracting and other services or materials necessary or desirable for the satisfactory performance and execution of the Tenant's Work and all other work required to prepare and render the Premises fully useable for the opening and operation of the coffee store until Fully Complete.

EXHIBIT D3

Tenant's Work Submittal List and Milestone Dates

Item:	Requires Submittal	Completion/ Delivery Date:	Critical Milestones[1]:
1. Design/Construction Team Documents	X	30 Days after Sublease Execution	
2. Schematic Design Documents	X	30 Days after the Sublease Execution	
3. Interior Design Documents	X	60 Days after Landlord's approval of Tenant's Schematic Design Documents, such approval may include non-material comments for Tenant to address in future submissions	X
4. 100% Completed Construction Documents	X	45 Days after Landlord's approval of Tenant's Interior Design Documents, such approval may include non-material comments for Tenant to address in future submissions	X
5. Application for Permits	X	10 Days after Landlord's	X

[1] In accordance with the Sublease, a failure by Tenant to achieve the Critical Milestones by the indicated date shall require Tenant to meet with Landlord to discuss and determine the best way to catch up to the schedule. Tenant shall be required to diligently comply with the catch-up plan so resolved with Landlord. For the avoidance of doubt, Tenant shall be required to submit to Landlord proof of completion, to Landlord's reasonable satisfaction, of all critical Milestones. In the case of any conflicting or overlapping coverage the terms of the narrative text shall govern.

		approval of Tenant's 100% Completed Construction Documents	
6. Full Construction Permits	X	February 15, 2016, unless Tenant is unable to meet such time frame due to delays by Landlord, including delays in approving documents or design changes made by Landlord that affect the design of the Demised Premises; provided, however, that Landlord's rejection of Tenant's plans shall not constitute a delay by Landlord.	X
7. Construction Contracts Awarded	X	10 Days before Anticipated Delivery Date	
8. Construction Commencement Date	X	Delivery Date (subject to provisions of Lease)	X
9. Tenant's Work Completion		Later of (a) 120 days after Delivery Date, or (b) fifteen (15) days prior to the Grand Opening Date (subject to provisions of Lease)	X
10. Open to Public		In accordance with Subsection 36(b)	X

EXHIBIT E

Notice Addresses

If to Landlord:

Trump Old Post Office LLC
c/o The Trump Organization
725 Fifth Avenue
New York, New York 10022
Attn: David Orowitz

with a copies to:

Trump Old Post Office LLC
c/o The Trump Organization
725 Fifth Avenue, 25th Floor
New York, New York 10022
Attn: Donald J. Trump, Jr.

and:

Trump Old Post Office LLC
c/o The Trump Organization
725 Fifth Avenue, 26th Floor
New York, New York 10022
Attn: (b) (6) [redacted]

If to Tenant:

To Tenant at: Starbucks Corporation

Attn: Property Management Department

RE: Starbucks Coffee Company Store #_____-___

Mailstop S-RE3

by mail at: P.O. Box 34067

Seattle, WA 98124-1067

or by overnight delivery to: 2401 Utah Avenue South, Suite 800

Seattle, WA 98134

Phone: (206) 447-1575

Notices, demands, or declarations given under this Sublease will be deemed to have been given when received or when receipt is refused.

Landlord shall send a duplicate copy of any notice given under Article 14 to the attention of the Law and Corporate Affairs Department at the same address, Mailstop S-LA1.

EXHIBIT G

Depiction of Washroom Space

(follows this cover page)

(b) (7)(F)

EXHIBIT H

Governmental Provisions

1. Tenant hereby represents and warrants that it is not an Excluded Contractor. For purposes of this Sublease, an "**Excluded Contractor**" shall mean any person debarred, suspended, proposed for debarment or suspension, or declared ineligible by any agency or instrumentality of the United States or by the General Accountability Office or otherwise excluded from procurement or nonprocurement programs of the United States or any agency or instrumentality thereof who is specifically included on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs maintained by the United States General Services Administration, or successor compilation of similar information. Notwithstanding anything to the contrary, Tenant shall not attempt to assign all or any portion of this Sublease or sublease all or any portion of the Demised Premises to an Excluded Contractor and any such attempt or alleged assignment or sublease shall be null and void *ab initio* and of no force or effect.

2. Nothing in this Sublease shall expand any liability or obligations of Master Landlord to any party, this Sublease is subordinate to the Master Lease, Tenant has agreed to comply and abide by all of the applicable terms and conditions of the Master Lease, and Tenant acknowledges and agrees that certain portions of the Demised Premises (including some outdoor areas) are owned or controlled by third parties and all rights and obligations with respect to such portions of the Demised Premises are subject to obtaining third party consents.

3. Tenant shall pay Landlord as Additional Rent all expenses and costs of any kind or nature (including reasonably attorneys' fees and disbursements) that Landlord is obligated to pay Master Landlord pursuant to the Master Lease in connection with any review of plans for any alterations or a request of or notice by Tenant.

4. Tenant understands and hereby consents that this Sublease may be disclosed to the Master Landlord and by the Master Landlord pursuant to the Freedom of Information Act, 5 U.S.C. § 552, as the foregoing may be amended from time to time.

5. Tenant hereby agrees to allow the United States Secret Service to implement security measures on the Demised Premises. These security measures may include, but are not limited to, traffic and pedestrian restrictions, the operation of vehicle and public screening checkpoints, and the establishment of secured areas.

6. Tenant agrees, with respect to any contract entered into by Tenant during the Term for construction, alteration and/or repair of or to the Demised Premises or Building, that if entered into by the United States would be subject to the Davis-Bacon Act, 40 U.S.C. §§3141 *et seq.,* to require its contractors under such contract to comply with all provisions of (1) the Davis-Bacon Act; (2) the Vietnam Era Veterans Readjustment Act of 1972, 38 U.S.C. §4211; and (3) the Rehabilitation Act of 1973, 29 U.S.C. §705,

including all implementing regulations issued thereunder to the same extent as if such contractors had contracted directly with the United States and, notwithstanding anything to the contrary, will not engage an "Excluded Contractor", or permit or suffer any contractor or subcontractor to engage an "Excluded Contractor", or permit of suffer any Excluded Contractor to provide any services, labor, materials or equipment in connection with any work for or on the Demised Premises.

7. Tenant acknowledges that the building is a historic building and is subject to various restrictions and requirements on account of such status, including with respect to Alterations, as further referenced in the Master Lease. Without limitation of any other provision of this Sublease, Tenant acknowledges that this Sublease and Tenant's rights hereunder are subject in all respect to such restrictions including the Secretary's Standards.

8. Tenant covenants and agrees that it shall neither commit nor permit discrimination or segregation by reason of race, creed, color, religion, national origin, ancestry, sex, age, disability or marital status in the sale, transfer or assignment of its interest under this Sublease or in the subleasing, use or occupancy of the Demised Premises or any part thereof including any services, privileges, accommodations, and activities provided in connection therewith, or in connection with the maintenance, repair or replacement of the Demised Premises or Tenant's Property and that it shall comply with all applicable federal, state and local laws, ordinances, rules and regulations from time to time in effect prohibiting any such discrimination or segregation.

EXHIBIT I

Exterior Signage

(see attached)

(b) (7)(F)

(b) (7)(F)

(b) (7)(F)

1 Sign Type E6 & E7 – C Street Museum & Clock Tower Entrance
Scale: NTS

STARBUCKS

CATT LYON
DESIGN + WAYFINDING

53 W Jackson Blvd., #362
Chicago, Illinois 60604
Voice 312.435.2855

1375 Broadway, Fl. 3
New York, NY 10018
Voice 212.226.2626

www.cattlyondesign.com

NOT FOR CONSTRUCTION

Revisions

Trump Old Post Office
1100 Pennsylvania Ave, NW
Washington, DC 20004

Interior Retail
Signage

10/09/2014

Sign Location Plan
Tenant 7

GS1-9.4

© 2014 Catt Lyon Design All Rights Reserved

Sign Type E6

NOTE: Sign Type E6 tenant name must be set in the font Sabon Bold.

Sign Type E7

NOTE: Transom panel needs to be completely removable so that retail identities can be easily changed. Tamper-proof hardware required.

1 Sign Type E6 & E7 – C Street Elevation
Scale: 1/4"=1'-0"

NOTE: Sign Type E7 at C Street, tenant name must be set in the font Sabon Bold.

STARBUCKS

CATT LYON
DESIGN + WAYFINDING
53 W Jackson Blvd., #362
Chicago, Illinois 60604
Voice 312.435.2855

1375 Broadway, Fl. 3
New York, NY 10018
Voice 212.226.2626

www.cattlyondesign.com

NOT FOR CONSTRUCTION

Revisions

Trump Old Post Office
1100 Pennsylvania Ave, NW
Washington, DC 20004

Interior Retail
Signage

10/09/2014

Sign Location Plan
Tenant 7

GS1-9.5

© 2014 Catt Lyon Design All Rights Reserved

(b) (7)(F)

(b) (7)(F)

(b) (7)(F)

EXHIBIT J

Letter from GSA

(see attached)

GSA

GSA Public Buildings Service

October 21, 2014

Via Overnight Delivery

Trump Old Post Office, LLC
c/o The Trump Organization
725 Fifth Avenue, 25th Floor
New York, NY 10022
Attn: Ivanka Trump

Re: Old Post Office
Application of the Davis-Bacon Act to Space Tenants

Dear (b) (6) [redacted]

A question has arisen on the above-referenced project concerning the application of the Davis-Bacon Act (40 U.S.C. §§3141 *et seq.*) for construction, alteration and/or repair of or to the Premises by a Space Tenant. All capitalized terms not otherwise defined herein shall have the same meanings ascribed in the Ground Lease.

Section 37.25, the Ground Lease between the U.S. General Services Administration and Trump Old Post Office, LLC states as follows:

> Tenant agrees, with respect to any contract entered into by Tenant or Operator during the Term for construction, alteration and/or repair of or to the Premises, that if entered into by the United States would be subject to the Davis-Bacon Act, 40 U.S.C. §§3141 *et seq.*, to require its contractors under such contract to comply with all provisions of the Davis-Bacon Act…including all implementing regulations issued thereunder to the same extent as if such contractors had contracted directly with the United States.

Accordingly, so long as a Space Tenant enters into a separate, stand-alone contract with a construction contractor (*e.g.*, a general contractor) for construction, alteration and/or repair of or to the Premises, then the Ground Lease does not require inclusion of Davis-Bacon Act provisions in that particular construction contract.

Sincerely,
Kevin M. Terry
Kevin Terry
Senior Realty Contracting Officer

cc: (b) (6) [redacted]
Brett Banks, Project Manager

U.S. General Services Administration
301 7th Street SW
Washington, DC 20407-0001
www.gsa.gov

STARBUCKS

EXHIBIT K

FORM OF SNDA

THE UNITED STATES OF AMERICA, as Ground Lessor,

TRUMP OLD POST OFFICE LLC, as Landlord

and

STARBUCKS CORPORATION, as Tenant

SUBORDINATION, NON-DISTURBANCE

AND ATTORNMENT AGREEMENT

Dated: May ____, 2015

Location: Washington, District of Columbia

RECORD AND RETURN TO:

Trump Old Post Office LLC
725 Fifth Avenue, 26th Floor
New York, New York 10022
Attention: (b) (6) [redacted]

SUBORDINATION, NON-DISTURBANCE

AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is made as of the ____ day of May, 2015, by and among THE UNITED STATES OF AMERICA, acting by and through the Administrator of General Services ("**Ground Lessor**"), and TRUMP OLD POST OFFICE LLC, a Delaware limited liability company, having its principal office at 725 Fifth Avenue, New York, New York 10022 ("**Landlord**") and STARBUCKS CORPORATION, a Washington corporation, having its mailing address at _____ ("**Tenant**").

WITNESSETH:

WHEREAS, Ground Lessor is the ground lessor under a ground lease (the "**Ground Lease**") conveying that certain real property located at 1100 Pennsylvania Ave NW, Washington, DC 20004 as more fully described on Exhibit A attached hereto and made a part hereof (the "**Premises**") to Trump Old Post Office LLC (**"Landlord");**

WHEREAS, Tenant is the tenant under that certain lease, dated as of May ____, 2015, between Landlord and Tenant, for the lease of space located at the Premises (the "**Lease**");

WHEREAS, each of the parties wishes to protect their particular interests.

NOW, THEREFORE, in consideration of the mutual promises of this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, Ground Lessor and Tenant hereby covenant and agree as follows:

1. Subordination. Tenant agrees that the Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the Ground Lease and to all renewals, extensions and modifications thereof. Tenant shall promptly execute, acknowledge and deliver any instrument that Ground Lessor may request to evidence such subordination.

2. Non-Disturbance. Ground Lessor agrees that Tenant shall not be named as a party defendant (unless Tenant is a necessary party thereto under law) in any action or proceeding which may be instituted or taken by Ground Lessor for the purpose of terminating the Ground Lease by reason of a default thereunder, nor shall Tenant be evicted from the Demised Premises, nor shall Tenant's leasehold estate under the Lease be terminated or disturbed, nor shall any of Tenant's rights under the Lease be affected in any way by reason of any default under the Ground Lease or any disaffirmance or termination of the Ground Lease provided, however, that at the time of the commencement of any such action or proceeding (i) the term of the Lease shall have commenced pursuant to the provisions thereof, (ii) Tenant shall be in possession of the premises demised under the Lease, (iii) the Lease shall be in full force and effect and (iv) Tenant shall not be in default under any of the terms, covenants or conditions of the Lease or of this Agreement on Tenant's part to be observed or performed.

3. Attornment. Tenant and Ground Lessor agree that if the Ground Lease is terminated, then, upon receipt by Ground Lessor's Contracting Officer of satisfactory evidence of such termination, Tenant shall attorn to and recognize Ground Lessor as its landlord under the Lease and Ground Lessor shall accept such attornment and the Lease shall not be terminated thereby but shall continue in full force and effect as a direct lease between Ground Lessor and Tenant for the unexpired balance (and any extensions, if properly exercised and satisfied) of the term of the Lease and upon all of the other terms, covenants and conditions set forth in the Lease and Ground Lessor shall perform all obligations of the Landlord under the Lease arising from and after the date the Ground Lessor succeeded to the interest of Landlord in the Lease, provided, however, that Ground Lessor shall not be (i) obligated to complete any construction work required to be done by Landlord pursuant to the provisions of the Lease or to reimburse Tenant for any construction work done by Tenant, (ii) liable for any accrued obligation of Landlord, or for any act or omission of Landlord, or to cure any other defaults of Landlord under the Lease, whether prior to or after such succession to Landlord's interest in the Ground Lease (except that the Ground Lessor shall not be relieved from the obligation to cure any defaults which are non-monetary and continuing in nature, and such that Ground Lessor's failure to cure would constitute a continuing default under the Lease), (iii) required to make any repairs to the Premises or to the premises demised under the Lease required as a result of fire, or other casualty or by reason of condemnation unless Ground Lessor shall be obligated under the Lease to make such repairs and shall have received sufficient casualty insurance proceeds or condemnation awards to finance the completion of such repairs, (iv) required to make any capital improvements to the Premises or to the premises demised under the Lease which Landlord may have agreed to make, but had not completed, or to perform or provide any services not related to possession or quiet enjoyment of the premises demised under the Lease, (v) bound by an obligation of Landlord to make any payment to Tenant except that Ground Lessor shall be liable for the return of any security or other deposit actually received by Ground Lessor, (vi) bound by any prepayment of rent for more than one (1) month in advance (except to the extent such amounts were actually received by Ground Lessor) or (vii) subject to any offsets, defenses or counterclaims which shall have accrued to Tenant against Landlord prior to the date upon which Ground Lessor shall succeed to Landlord's interest under the Lease. Such

attornment is to be effective as of the date that Ground Lessor succeeds to the Landlord's interest in the Ground Lease, without the need for execution of any other agreement. However, Tenant and Ground Lessor agree to confirm the provisions of this Agreement in writing upon the request of either party.

4. Tenant Representations and Warranties. Tenant hereby represents and warrants to Ground Lessor that as of the date hereof (i) Tenant is the owner and holder of the tenant's interest under the Lease, (ii) the Lease has not been modified, amended or supplemented in any way and except as provided in the Lease there are no representations, warranties, agreements, concessions, commitments or other understandings between the Tenant and Landlord regarding the premises demised under the Lease, (iii) the Lease is in full force and effect, (iv) the fixed expiration date set forth in the Lease will be fixed when the conditions have been satisfied, (v) Tenant does not have any option or right to purchase Landlord's Interest or any portion thereof, (vi) except as otherwise provided in the Lease, after the commencement date of the Lease, Tenant does not have any right or option to terminate the Lease or any of its obligations thereunder in advance of the scheduled termination date of the Lease, (vii) neither Tenant nor Landlord is in default under any of the terms, covenants or provisions of the Lease and tenant to the best of its knowledge knows of no event which but for the passage of time or the giving of notice or both would constitute a default or an event of default by Tenant or Landlord under the Lease, (viii) neither Tenant nor Landlord has commenced any action or given or received any notice for the purpose of terminating the Lease, (ix) all rents, additional rents and other sums if any due and payable under the Lease prior to the commencement date of the Lease have been paid in full and no rents, additional rents or other sums payable under the Lease have been paid for more than one (1) month in advance of the due dates thereof and (x) except as provided in the Lease there are no existing defenses, offsets, claims, or credits against the payment of rent or the performance of the Tenant's obligations under the Lease.

5. Notices. All notices, objections, consents, approvals, demands, submissions, deliveries, requests, and other communications pursuant to or in connection with this Agreement shall be in writing and shall be deemed given upon delivery with a written receipt (or upon refusal of delivery or receipt) at the appropriate address indicated below either: (1) by registered or certified United States mail, return receipt requested, postage prepaid; or (2) by hand; or (3) by a nationally recognized overnight delivery service; or (4) by any other method agreed upon by Ground Lessor and Tenant:

To Ground Lessor: United States General Services Administration

Portfolio Management - Suite 7600

7th & D Streets, S.W.

Room 7660

Washington, D.C. 20407

Attn: Kevin Terry

With a copy to: United States General Services Administration

Office of Regional Counsel, Suite 7048

7th & D Streets, S.W.

Washington, D.C. 20407

Attn: Regional Counsel

With a copy to: Reno & Cavanaugh PLLC

455 Massachusetts Avenue, NW, Suite 400

Washington, DC 20001

Attn: Barbara Wachter Needle, Esq.

To Tenant: Starbucks Corporation

Attn: Property Management Department

RE: Starbucks Coffee Company Store #_____-___

Mailstop S-RE3

by mail at: P.O. Box 34067

Seattle, WA 98124-1067

or by overnight delivery to: 2401 Utah Avenue South, Suite 800

Seattle, WA 98134

Phone: (206) 447-1575

With a copy to: Department of Law and Corporate Affairs at the same address, S-LA1

To Landlord: Trump Old Post Office LLC

c/o The Trump Organization

725 Fifth Avenue
New York, New York 10022

Attn: (b) (6) [redacted]

With copies to:

Trump Old Post Office LLC

c/o The Trump Organization

725 Fifth Avenue, 25th Floor

New York, New York 10022

Attn: (b) (6) [redacted]

and:

Trump Old Post Office LLC

c/o The Trump Organization

725 Fifth Avenue, 26th Floor

New York, New York 10022

Attn: (b) (6) [redacted]

Each party may change its mailing address at any time by giving notice of such change to the other party in the manner provide herein at least ten (10) days prior to the date such change is effected. Ground Lessor

and Tenant agree to send a copy of each notice under this Agreement to Landlord at the same time such notice is sent to Tenant or Ground Lessor, as applicable.

6. Successors and Assigns. The agreements herein contained shall bind and inure to the benefit of and be enforceable by the respective successors and assigns of the Ground Lessor and Landlord only.

7. Certain Terms. The term "Ground Lessor" as used herein shall include the successors and assigns of Ground Lessor and any person, party or entity which shall become the owner of the Ground Lessor's interest in the Ground Lease. The term "Tenant" as used herein shall only mean and include Starbucks Corporation and its permitted assigns under the Lease in accordance with the terms of the Ground Lease.

8. Modifications. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10. Entire Agreement. This Agreement constitutes the entire agreement between the Ground Lessor and Tenant regarding the subordination and non-disturbance of the Lease to the Ground Lease. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and their successors and assigns.

11. Governing Law. This Agreement shall be governed by the federal laws of the United States of America, and if such laws are not applicable to the issue in question, then the issue shall be governed by the laws of the District of Columbia.

12. SNDA Obligation. The parties hereto agree that this agreement satisfies any condition or requirement in the Ground Lease, if any, relating to the granting of a non-disturbance Agreement.

13. Landlord. Landlord executes this Agreement to acknowledge its consent thereto. Tenant

agrees that this Agreement satisfies any condition or requirements in the Lease, if any, relating to obtaining a non-disturbance agreement from Ground Lessor for the benefit of Tenant.

IN WITNESS WHEREOF, Ground Lessor, Landlord and Tenant have duly executed this Agreement as of the date first above written.

GROUND LESSOR:

THE UNITED STATES OF AMERICA, acting by and through the Administrator of General Services

By:_____
Name:
Title:

By:_____
Name:
Title:

LANDLORD:

TRUMP OLD POST OFFICE LLC, a Delaware limited liability company

By:_____
Name: Donald. J. Trump
Title: President

TENANT:

STARBUCKS CORPORATION

By: _____
Name:
Title:

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT

State of New York)

County of _____) ss.:

On the ____ day of _____ in the year 2015 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

_____

Signature and office of individual

taking acknowledgment

State of New York)

County of _____) ss.:

On the ____ day of _____ in the year 2015 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

_____

Signature and office of individual

taking acknowledgment

State of New York)

County of _____) ss.:

On the ____ day of _____ in the year 2015 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

_____

Signature and office of individual

taking acknowledgment

EXHIBIT A

Description of Premises

[To be attached]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
199 Water Street
New York, NY 10038
Ms. Christine Tobin

CONTACT NAME: (b) (6) [redacted]
PHONE (A/C, No, Ext): (b) (6) [redacted] FAX (A/C, No):
E-MAIL ADDRESS: (b) (6) [redacted] @aon.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Westchester Surplus Lines Insurance Company	
INSURER B :	See Attached Exhibit	
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Lend Lease (US) Construction Inc.
One Preserve Parkway, Suite 700
Rockville, MD 20852

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			TBD	08/05/2014	11/05/2016	Per Claim/Occ $ (b) (4) [redacted] General Agg $ Prod & Comp Opp Agg $ Personal & Adv. Injury $ Medical Expense $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						
B	**UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			See Attached Exhibit	08/05/2014	11/05/2016	Per Claim/Occ (b) (4) [redacted] Aggregate
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER EL Each Accident $ EL Disease Policy Limit $ EL Disease Each Accident $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Trump Old Post Office General Liability/Excess Liability Owner Controlled Insurance Program.

Designated Project Site: Old Post Office/Trump International Hotel, 1100 Pennsylvania Avenue NW, Washington DC

Includes products/completed operations extension coverage of the lesser of 10 years or statute of repose.

CERTIFICATE HOLDER

Lend Lease (US) Construction Inc.
One Preserve Parkway, Suite 700
Rockville, MD 20852

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Aon Risk Services Central, Inc.

Aon Risk Services Central, Inc.

© 1988-2010 ACORD CORPORATION. All rights reserved. ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

Trump Old Post Office GL/XS OCIP Excess Placement Exhibit

Effective 08/05/2014 – 11/05/2016

Insurer	Policy Number	Limit
Westchester Surplus Lines Insurance Co.	TBD	$10,000,000 Each Occurrence $10,000,000 General Aggregate
Starr Indemnity & Liability Company	TBD	$15,000,000 Each Occurrence $15,000,000 General Aggregate
Berkley Insurance Company	TBD	$25,000,000 Each Occurrence $25,000,000 General Aggregate
Great American Assurance Company	TBD	$25,000,000 Each Occurrence $25,000,000 General Aggregate
Endurance American Insurance Company	TBD	$25,000,000 Each Occurrence $25,000,000 General Aggregate

Trump Old Post Office LLC

725 Fifth Avenue, 25th Floor
New York, New York 10022

(b) (6) [redacted]

May 1, 2012

VIA EMAIL
U.S. General Services Administration
301 7th Street SW
Room 7660
Washington, DC 20407-0001
Attention: Kevin M. Terry

Re: Freedom of Information Act Request

Dear Mr. Terry,

This is a request pursuant to the Freedom of Information Act, ("FOIA"), 5 U.S.C. § 552, et seq. We would like to request copies of any and all documents in connection with any bid protest filed with GSA relating to the Old Post Office in Washington, DC, including but not limited to the protest documents and any correspondence. Please provide a copy of these documents to me at the email or mailing address listed above. We would be pleased to pay reasonable costs related to duplicating and shipping the requested information. If you would like me to also follow-up with the GSA FOIA Requester Service Center, please let me know.

Thank you for your immediate attention to this request.

Best regards,
(b) (6) [redacted]

CC: (b) (6) [redacted]
CC:

State of Delaware

Annual Franchise Tax Report

CORPORATION NAME	TAX YR.
TRUMP OLD POST OFFICE MEMBER CORP	2016

FILE NUMBER	INCORPORATION DATE	RENEWAL/REVOCATION DATE
5005098	2011/06/30	

PRINCIPAL PLACE OF BUSINESS
1100 PENNSYLVANIA AVE NW
WASHINGTON , NY 20004

PHONE NUMBER
(212)715-7285 EXT: 7285

REGISTERED AGENT
NATIONAL REGISTERED AGENTS, INC.
160 GREENTREE DR STE 101
DOVER DE 19904

AGENT NUMBER
9216365

AUTHORIZED STOCK

BEGIN DATE	END DATE	DESIGNATION/ STOCK CLASS	NO. OF SHARES	PAR VALUE/ SHARE
2011/06/30		COMMON	100	.0000000000

OFFICER NAME	STREET/CITY/STATE/ZIP	TITLE
(b) (6) [redacted]	725 FIFTH AVENUE NEW YORK, NY 10022	(b) (6) [redacted]

DIRECTORS NAME	STREET/CITY/STATE/ZIP
(b) (6) [redacted]	725 FIFTH AVENUE NEW YORK, NY 10022
	725 FIFTH AVENUE NEW YORK, NY 10022

NOTICE: Pursuant to 8 Del. C. 502(b), If any officer or director of a corporation required to make an annual franchise tax report to the Secretary of State shall knowingly make any false statement in the report, such officer or director shall be guilty of perjury.

AUTHORIZED BY (OFFICER, DIRECTOR OR INCORPORATOR)
(b) (6) [redacted]
725 FIFTH AVENUE
NEW YORK, NY 10022 US

DATE 2017/01/31

TITLE VICE PRESIDENT

State of Delaware

Annual Franchise Tax Report

CORPORATION NAME	TAX YR.
TRUMP OLD POST OFFICE MEMBER CORP	2016

FILE NUMBER	FEDERAL EMPLOYER ID NO.
5005098	

ASSETS FOR REGULATED INVESTMENT CORPS
JAN. 1st. DEC. 31st.

Date(s) of Inactivity
From To

TOTAL NUMBER OF SHARES ISSUED	TOTAL GROSS ASSETS	ASSET DATE

Franchise Tax	Penalty	1.5% Monthly Interest	Annual Filing Fee	Prev Credit or Balance
$175.00	$0.00	$0.00	$50.00	$0.00

Prepaid Qrty. Payments	Amount Due	Amount Paid	Check Number
$0.00	$225.00	$225.00	

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA

NON RESPONSIVE TO FOIA