A. **NPS will provide:**

1. Visitor services staff to accommodate visitors to the Tower. The GSA and the NPS shall mutually agree upon the hours and operational conditions of Tower. The NPS shall coordinate its activities to accommodate special events and programs sponsored by other agencies in the building. Funding for unbudgeted activities shall be the responsibility of the sponsoring agency.

2. Identification of any additional design needs for the visitor and NPS administrative spaces on the ground, 9th, 10th, and 12th floors of the Tower.

3. Proposed modifications, alterations, and construction plans for space alterations to the GSA for review and written approval to ensure the integrity of the historical character of the Tower and its fixtures.

4. An annual Plan and Budget to be submitted to GSA by July 15th for each fiscal year. The Plan and Budget will be reviewed and approved by the GSA by September 1st of the current year. Should either Party wish to modify the Parties' approved Plan and Budget, ninety (90) days written notice must be provided. Any modification to the Plan and Budget must be mutually agreed upon in writing by the Parties.

   a. The Plan and Budget will provide:

      i. Proposals and estimated costs for exhibits or other visual aids to interpret such themes as planning and development of the nation's capital, e.g., The L'Enfant Plan; Pennsylvania Avenue National Historic Site; historic places, national landmarks and cityscape; historic preservation; the Old Post Office Building and Tower; and the Ditchley Bells of Congress;

      ii. Operational staffing needs;

      iii. Estimated operations Plan and Budget; and

      iv. The most efficient and effective use of available volunteer services and/or partnerships with local colleges.

   b. The Plan and Budget shall be incorporated into this Agreement by reference and appended to this document as Attachment A to this Agreement. Attachment A shall be further identified by the applicable budget year.

   c. Annual Plan and Budget submissions by NPS shall include estimates of Cost of Living Adjustments.

5. Public information services for the NPS activities in the Tower.

6. Coordination with the Washington Ringing Society for the ringing of the Ditchley Bells of Congress on holidays and on special occasions, as well as weekly practice sessions.

7. Reasonable notice of all activities of the NPS which may affect GSA.

8. For visitor and staff safety, consistent with NPS management responsibility and oversight, in areas assigned to the NPS at the Tower.

9. Oversight of GSA contractors providing services relating to the Tower, consistent with NPS management responsibility.

10. Compliance with GSA energy conservation plans and directives as attached and made a part of this Agreement, at no additional operational cost to NPS.

11. Notice when NPS elects to furnish services at its sole cost or expense outside the scope of this Agreement.

12. Contracted daily custodial maintenance for NPS assigned space on the ground, 9th, 10th and 12th floors of the Tower. This contracted daily custodial maintenance will be funded by GSA and shown as a line item in the annual Plan and Budget.

B. **The GSA will provide:**

1. Finished spaces in the ground floor waiting area, the 9th,10th, and 12th floors of the Tower including adequate public access (including accessible access), to elevator facilities to all levels, as well as equipment necessary for the presentation of approved NPS activities related to the Old Post Office Building and Tower and Pennsylvania Avenue National Historic Site.

2. Design recommendations and approvals for any modifications to the visitor spaces in the waiting area on the ground floor, or 9th, 10th, and 12th floors of the Tower. Such recommendations will be submitted to the NPS for review and comment before production or space alteration begins.

3. The NPS operation and staffing funds as agreed to in the Plan and Budget. This amount will be agreed to by the Superintendent of National Mall and Memorial Parks each year preceding the beginning of the affected fiscal year and will be documented by the Principal GSA official managing the Tower operations.

4. Maintenance services, other than routine daily custodial care, including elevator maintenance, repair and rehabilitation of space and audiovisual equipment in all areas assigned to the NPS, and all outside signs at no expense to the NPS. These services and repairs should be completed in a timely manner as to not affect the operation of the Tower. The GSA will reimburse the NPS for the cost of daily custodial maintenance. Any mutually agreed upon exceptions must be funded through the annual Plan and Budget.

5. All utility services (electricity, heat, air conditioning, water, local phone services and a reasonable cost of long distance services), reasonably necessary for NPS operations in accordance with agreed upon services.

6. Public restrooms on the ground floor accessible to all visitors, including the handicapped, and provision for the visiting public and NPS staff with emergency public restroom use on the 8th floor.

7. Reasonable advance notice of all GSA activities which may affect NPS operations and visitor services.

8. The identification of cost effective measures, mutually agreed upon by the Parties, for providing Tower services to ensure continued public services and access.

9. Federal protective and security services in all areas assigned to the NPS through the Department of Homeland Security's Federal Protective Service.

10. Assistance to NPS, as needed, in collaborating with lead Federal tenant on the building wide Occupant Emergency Plan.

V. Term of Agreement

This Agreement will commence on the date of the last signature affixed by the authorized representative of the Parties and will remain in effect until October 1, 2013 at which time the Agreement may be renewed upon the written agreement of the Parties, such writing to contain the new term and be attached to this Agreement. Consistent with the provisions of the Act, or any other superseding law or regulation, either Party may terminate this Agreement upon a ninety (90) day notification to the other Party.

VI. Assignment

No transfer or assignment of this Agreement, or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by the Parties.

VII. Liability

Each Party agrees to assume responsibility for any and all claims resulting from the acts or omissions of its employees or representatives, to the greatest extent permitted by law. In the event a claim is brought under the Federal Tort Claims Act, 28 U.S.C.A. Section 2671 et seq., (FTCA), it shall be the responsibility of the Party receiving the claim to coordinate with the other Party regarding responsibility to investigate any such claim, to issue an administrative determination as required by the FTCA, and to assist in the defense of any litigation arising from any such claim, and the other Party to cooperate in this effort.

VIII. General

1. GSA is directed to proceed with the redevelopment of the Old Post Office Building (Old Post Office Redevelopment Act of 2008) under section 111 of the National Historic

Preservation Act (16 U.S.C. Section 470h-3). Any redevelopment will ensure continued public accessibility to the Tower. GSA will review and approve all general design and development plans and will coordinate, as appropriate, with NPS.

2. Nothing herein contained shall be construed as binding the United States to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purpose of this Agreement for that fiscal year, or to involve the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.

3. No Member of Congress shall be admitted to any share or part of any contract or Agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

4. The GSA and the NPS agree that this Agreement shall be governed by, and interpreted in accordance with, Federal law.

5. The GSA and the NPS agree that if any paragraph or provision of this Agreement is held to be invalid or illegal, such paragraph or provision shall not affect the validity or enforceability of the remaining paragraphs or provisions.

6. The GSA and the NPS agree that compliance with the terms of this Agreement shall not excuse any failure to comply with applicable laws and regulations, whether or not these laws and regulations are expressly listed or addressed herein.

7. The GSA and the NPS agree that the term "days", as used in this Agreement, means Federal business days.

Approvals

Approval and Accepted for NPS:

[redacted]

for Robert A. Vogel
Superintendent
National Mall and Memorial Parks

10/5/12
Date

Approval and Accepted for GSA:

[redacted]

Clay Jones
GSA Contracting Officer

2/27/13
Date

Attachment A

National Park Service, National Mall and Memorial Parks

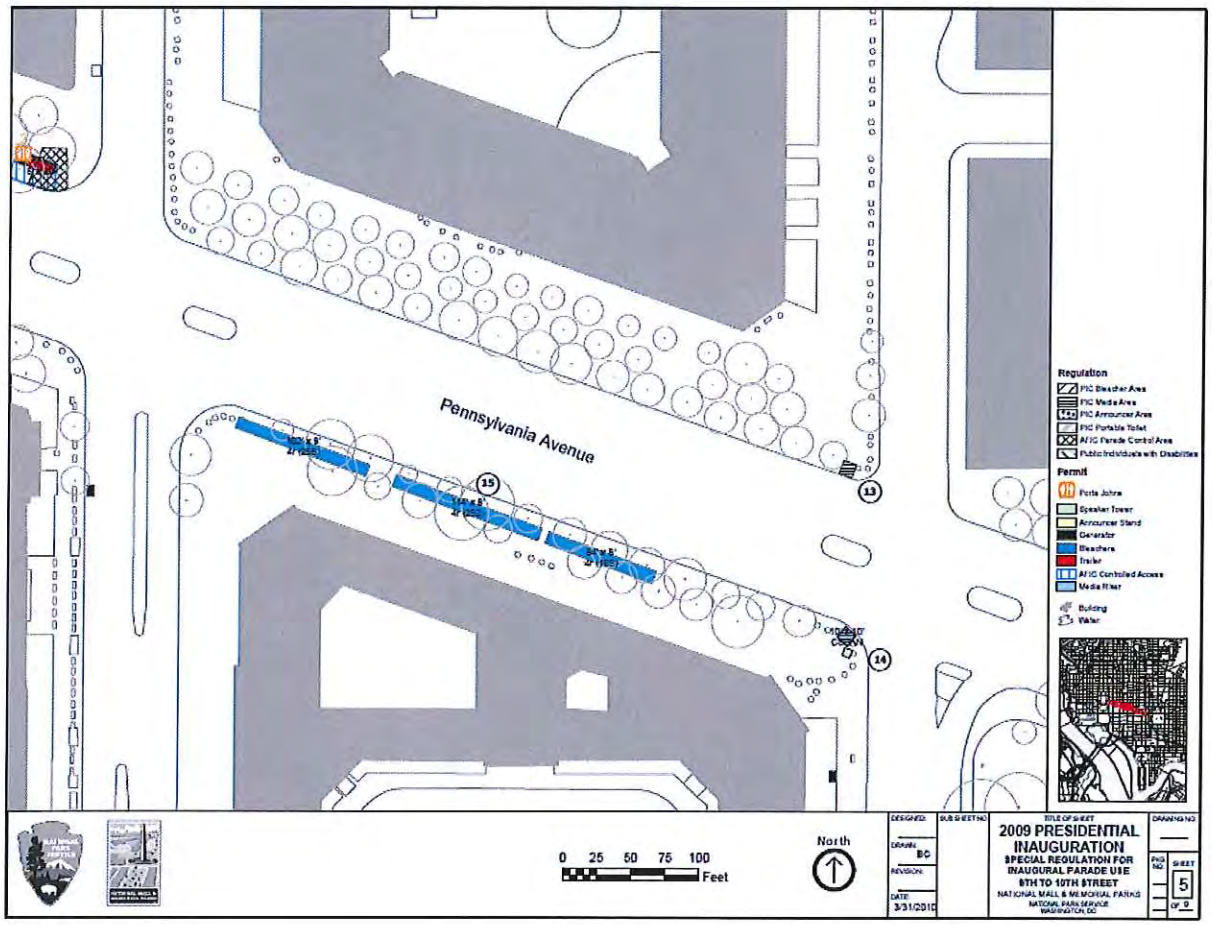
Annual Interpretive Operations Plan and Budget

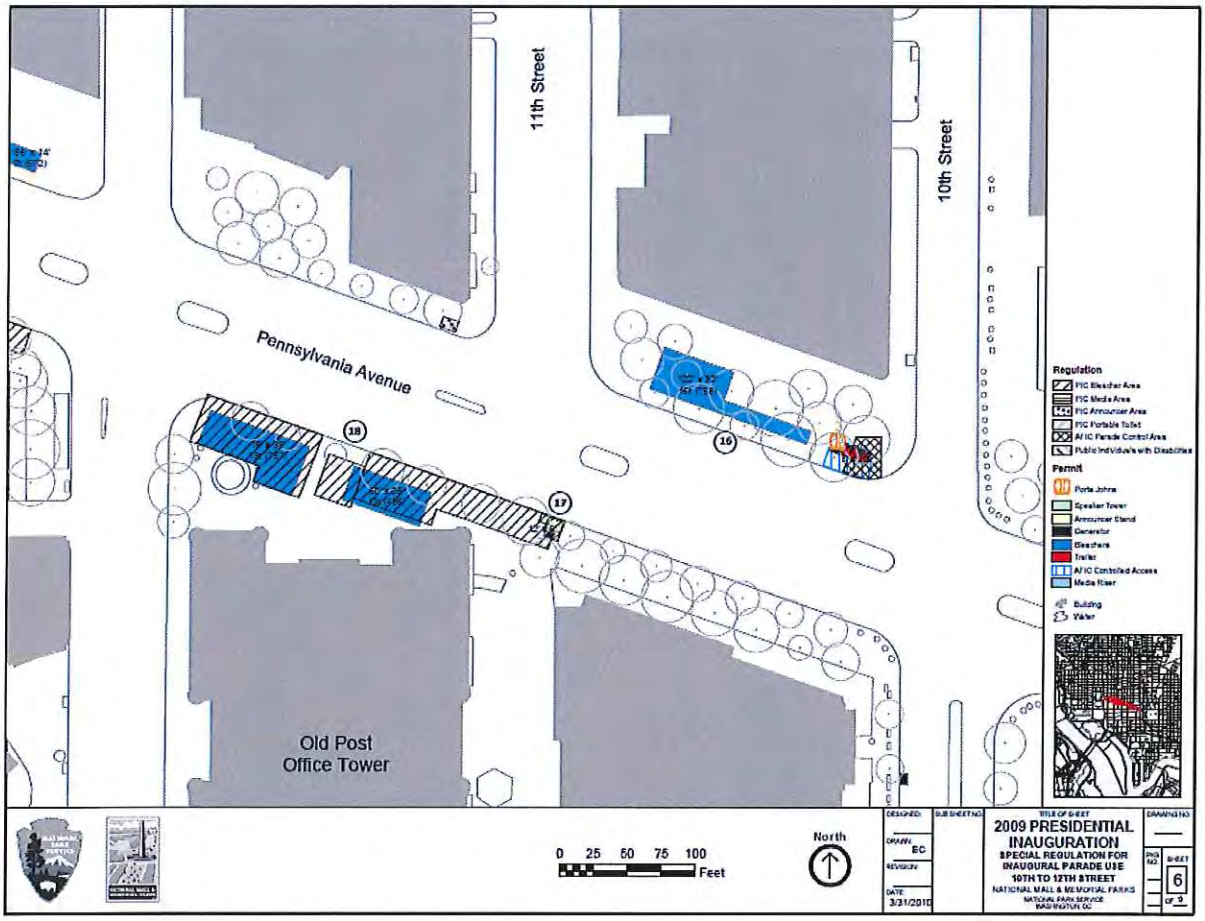
For the Old Post Office Tower

EXHIBIT R

PENNSYLVANIA AVENUE USAGE LIMITS

[FOLLOWS THIS COVER PAGE]


Pennsylvania Avenue
Regulation
PIC Bleacher Area
PIC Media Area
PIC Announcer Area
PIC Portable Toilet
AFIC Parade Control Area
Public Individuals with Disabilities
Permit
Porta John
Speaker Tower
Announcer Stand
Gerastor
Bleachers
Trailer
AFIC Controlled Access
Media Riser
Building
Water
0 25 50 75 100 Feet
North
DESIGNED:
DRAWN: BC
REVISION:
DATE: 3/31/2010
SUB SHEET NO
TITLE OF SHEET
2009 PRESIDENTIAL INAUGURATION
SPECIAL REGULATION FOR INAUGURAL PARADE USE
8TH TO 10TH STREET
NATIONAL MALL & MEMORIAL PARKS
NATIONAL PARK SERVICE
WASHINGTON, DC
DRAWING NO
PKG NO
SHEET 5 OF 9


11th Street
10th Street
Pennsylvania Avenue
Old Post
Office Tower
Regulation
Permit
0 25 50 75 100
Feet
North
2009 PRESIDENTIAL
INAUGURATION
SPECIAL REGULATION FOR
INAUGURAL PARADE USE
10TH TO 12TH STREET
NATIONAL MALL & MEMORIAL PARKS
NATIONAL PARK SERVICE
WASHINGTON, DC
DRAWN
EC
DATE
3/31/2010
SHEET
6

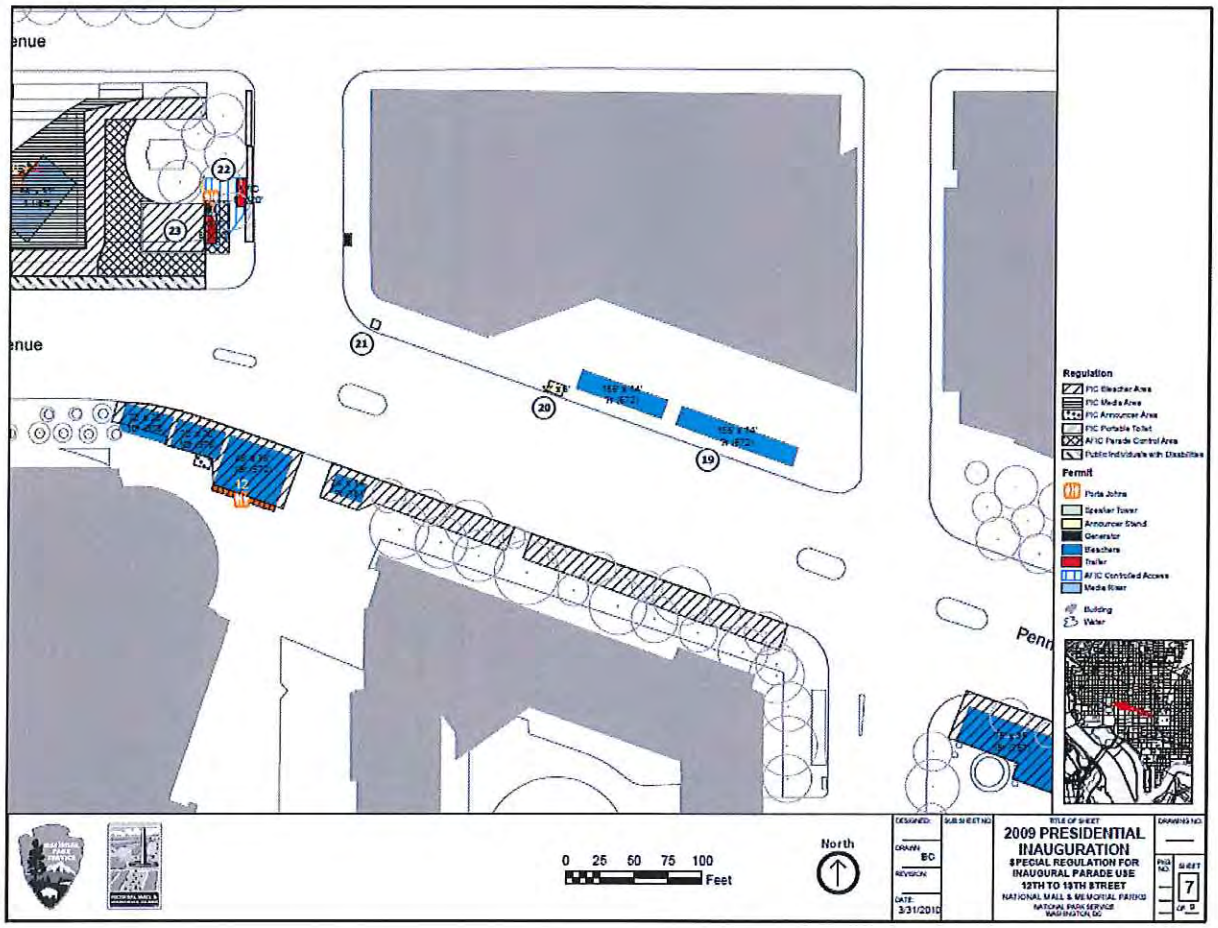

Regulation
Permit
Speaker Tower
Announcer Stand
Generator
Bleachers
Trailer
Building
Water
0 25 50 75 100
Feet
North
BC
3/31/2010
2009 PRESIDENTIAL INAUGURATION
SPECIAL REGULATION FOR INAUGURAL PARADE USE
12TH TO 13TH STREET
NATIONAL MALL & MEMORIAL PARKS
NATIONAL PARK SERVICE
WASHINGTON DC
7

EXHIBIT S

FORM OF LETTER OF CREDIT STEP-DOWN LETTER

Date _____

[INSERT BANK
NAME AND ADDRESS

_____
_____]

Re: Irrevocable Standby Letter of Credit No. xxxxxxxxxxx

Gentlemen:

We hereby request that the Bank amend irrevocable Standby Letter of Credit No. _____ ("Letter of Credit") by _____ ("Maker") in favor of _____ ("Beneficiary"), which is held by _____ ("Bank") branch office located in the United States of America.

Upon the delivery to the Beneficiary of a new Letter of Credit issued in accordance with this letter or the endorsement of the existing Letter of Credit in accordance with this letter, the amount of the Letter of Credit shall be reduced by the Bank from Four Million Dollars ($4,000,000) to the amount of Two Million Ninety Six Thousand Three Hundred and Eight Dollars ($2,096,308).

MAKER:

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company

By_____
Name:
Title:

ACKNOWLEDGED AND ACCEPTED BY:

BENEFICIARY:

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

By_____
Name:
Title:

EXHIBIT T

FORM OF MEMORANDUM OF LEASE TERMINATION

Upon recording return to:

_____

MEMORANDUM OF LEASE TERMINATION

THIS MEMORANDUM OF LEASE TERMINATION ("Termination") is made as of this __ day of _____, 20___, by and between THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE ADMINISTRATOR OF GENERAL SERVICES ("Landlord") and _____ _____("Tenant").

WHEREAS, Landlord, as landlord, and Tenant, as tenant, entered into that certain _____ _____dated_____, (as amended, the "Lease") with respect to the leased premises, as more particularly described in **Schedule 1** annexed hereto and made a part hereof, located at The Old Post Office Building, 1100 Pennsylvania Avenue NW, Washington, DC 20004.

WHEREAS, the Lease (including, but not limited to, any renewal option, expansion option, right of first offer, and right of first refusal (the "Rights") as each such term is defined in the Lease) has terminated.

WHEREAS, this Termination is entered into for the purpose of setting forth that the Lease (including, but not limited to, the Rights) is terminated and null and void.

NOW THEREFORE, for good and valuable consideration, receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree that the Lease, including, but not limited to, the Rights, is hereby terminated and null and void.

[SIGNATURE BLOCKS IMMEDIATELY FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Termination as of the day and year first above written.

LANDLORD:

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

By: _____

Name: _____

Title: _____

TENANT:

[ENTER TENANT NAME]

By: _____

Name: _____

Title: _____

STATE OF_____)
ss.:
COUNTY OF_____)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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.

_____
Notary Public

DISTRICT OF COLUMBIA)
ss.:

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for the District of Columbia, personally appeared _____, 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.

_____
Notary Public

SCHEDULE 1

DESCRIPTION OF LEASED PREMISES

[FOLLOWS THIS COVER PAGE]

EXHIBIT U

FORM OF STATEMENT OF LEASE

[DATE]

_____
_____
_____
_____

_____
_____
_____
_____

Re: _____ __, 2013 Ground Lease

Ladies and Gentlemen:

The undersigned, an authorized signatory of Landlord (defined below), hereby confirms and represents, to the best of his/her knowledge and belief, the following as of the above date:

1. Ground Lease by and between [_____] ("Tenant") and [_____] ("Landlord"), dated as of [_____ __, ____] (the "Lease") is in full force and effect and has not been modified, supplemented, canceled, or amended, except as stated herein.

2. The term of the Lease commenced on [_____ __, ____] and will expire on [_____ __, ____].

3. Neither Landlord nor Tenant is in default in the performance of any of the obligations, terms, covenants, or conditions of the Lease.

4. The current Monthly Base Rent paid, in advance, by Tenant under the Leases is [$_____].

5. No advance payments by Tenant under the Lease have been, or will be, paid. Tenant has no current rights to any free rent, rent abatement, rent credit or other concessions, except as stated herein.

6. The statements in this letter are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance. An inspection of the Premises has not been conducted for the purposes of this letter, nor has any applicable agency of the General Services Administration's been contacted concerning Lessor's performance under the lease. Tenant and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and by inquiry to appropriate Governmental Authorities. This document shall not be

construed as a waiver of any rights, benefits, or interests, which Landlord has under the above referenced lease.

The undersigned is authorized to execute this statement of lease on behalf of Landlord.

Sincerely,

[_____]

_____
By:
Title:

SCHEDULE A

PROGRAMMATIC AGREEMENT

[FOLLOWS THIS COVER PAGE]

PROGRAMMATIC AGREEMENT
AMONG
THE UNITED STATES GENERAL SERVICES ADMINISTRATION,
THE DISTRICT OF COLUMBIA HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE NATIONAL CAPITAL PLANNING COMMISSION,
THE NATIONAL PARK SERVICE,
AND TRUMP OLD POST OFFICE LLC
REGARDING THE GROUND LEASING, REHABILITATION, ONGOING MAINTENANCE AND STEWARDSHIP OF THE
OLD POST OFFICE BUILDING AND ANNEX,
AND ASSOCIATED TRANSPORTATION IMPROVEMENTS
WASHINGTON, D.C.

This Programmatic Agreement, inclusive of all Exhibits, ("PA" or "Agreement") is made as of this 23rd day of May 2013, by and among the United States General Services Administration ("GSA" or "Landlord"), the District of Columbia State Historic Preservation Office ("DCSHPO"), the Advisory Council on Historic Preservation ("ACHP"), the National Capital Planning Commission ("NCPC"), the National Park Service ("NPS") and Trump Old Post Office LLC and its successors and assigns ("Trump" or "Tenant") (all referred to collectively herein as the "Signatories" or "Parties" or individually as a "Signatory" or "Party"), pursuant to Sections 106, 110, and 111 of the National Historic Preservation Act ("NHPA"), 16 U.S.C. §§ 470f, 470h-2(f), and 470h-3, and the Section 106 implementing regulations at 36 CFR Part 800; and

WHEREAS, GSA has defined the following activities which are collectively referred to as the Undertaking ("Undertaking") for the ground leasing, rehabilitation (as defined in the Secretary of the Interior's Standards for the Treatment of Historic Properties, "Rehabilitate" or "Rehabilitation"), ongoing maintenance and stewardship of the Old Post Office Building and Annex ("OPO"): GSA, the lead agency, intends to enter into a sixty (60) year ground lease with Trump ("Ground Lease"), which shall be expressly conditioned upon compliance with the requirements of Sections 106, 110 and 111 of the NHPA, 36 CFR Part 800 and this Agreement; and shall ensure that Trump undertake rehabilitation of the OPO into a luxury hotel, banquet, and conference center, including spa and retail components ("Initial Rehabilitation"), with such Initial Rehabilitation work, ongoing maintenance and stewardship of the OPO ("Maintenance" or "Maintain" or "Stewardship" or "Steward") to be performed by Trump. GSA also intends for Trump to undertake transportation improvements at the intersection of Pennsylvania Avenue and 11th Street, NW including the addition of a curb cut, signal modifications and related signage necessary to open a driveway for vehicular drop-off within the closed historic 11th Street Right of Way ("ROW") south of Pennsylvania Avenue ("Transportation Improvements"); improvements to the outdoor plaza at the C Street entrance to the OPO; and associated landscape improvements along the south side of Pennsylvania Avenue between 11th and 12th streets, and along the eastern side of 12th Street between C Street and Pennsylvania Avenue (collectively, these areas of sidewalks, vehicular and pedestrian access ways, public rights of way and public plazas are referred to herein as the "Site"); and

WHEREAS, the Undertaking also includes the jurisdictional transfer of a portion of the public space along the south side of Pennsylvania Avenue, N.W., from NPS to GSA (Exhibit 1) including the Benjamin Franklin Statue ("Benjamin Franklin Statue" or "Statue") and its conservation, at GSA's request; this transfer must occur prior to making permanent improvements to these areas; and

WHEREAS, the area being transferred (Exhibit 1) is governed through the laws, regulations and policies for the Pennsylvania Avenue Development Corporation's ("PADC") Pennsylvania Avenue Plan ("PADC Requirements"), including 40 U.S.C. Ch. 67 and 36 C.F.R. Part 910, which apply irrespective of whether NPS or GSA has jurisdiction; and

WHEREAS, the Old Post Office Building ("Old Post Office Building") as depicted on Exhibit 2 is individually listed in the National Register of Historic Places ("National Register"), is a contributing element of the National Register-listed Pennsylvania Avenue National Historic Site and is listed individually in the District of Columbia Inventory of Historic Sites. The Annex ("Annex"), also as depicted on Exhibit 2, is non-contributing; and

WHEREAS, the Property (hereinafter defined) has not been surveyed but the area within the building footprint has low-to-no potential for archaeological resources. Archaeological potential within the remaining project area is unknown, except in locations previously disturbed by construction activities and shown in Exhibit 3 which also have low-to-no archaeological potential; and

WHEREAS, the United States of America, acting by and through the GSA, is the fee simple owner of certain real property and improvements in the District of Columbia identified in the land records as Squares 323 and 324, and known as the OPO and Annex; and

WHEREAS, OPO is located at 1100 Pennsylvania Avenue, NW, Washington, D.C. and is bound by the exterior curb line along 12th Street and Pennsylvania Avenue and the west façade of the Internal Revenue Service ("IRS") Building along the closed historic 11th Street ROW and the north façade of the IRS Building at C Street in Squares 323 and 324 (the "Property") (Exhibit 2); and

WHEREAS, the Old Post Office Building Redevelopment Act of 2008 directed GSA to redevelop the OPO. Thus, GSA conducted a public competition seeking proposals for adaptive uses for the Property ("RFP") and selected Trump as the preferred selected developer to Ground Lease, Rehabilitate, Maintain and Steward the OPO as a hotel pursuant to Section 111 of the NHPA 16 U.S.C. § 470h-3 and subject to the terms of the Ground Lease; and

WHEREAS, upon execution of the Ground Lease with Trump, GSA shall incorporate this executed Agreement into the Ground Lease as an exhibit, and state in the Ground Lease that the terms of this PA are a condition of the terms of the Ground Lease; and

WHEREAS, for the Initial Rehabilitation of the OPO, Trump intends to apply for Federal Historic Preservation Tax Incentives ("Tax Incentives"), which require compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"), review of the Initial Rehabilitation plans for the Undertaking by the DCSHPO, and approval of the Initial Rehabilitation plans by National Park Service Technical Preservation Services ("NPS TPS"); and

WHEREAS, Trump acknowledges that entering into this PA does not guarantee that these Tax Incentives will be granted, and further acknowledges that failure to obtain these Tax Incentives does not nullify or otherwise affect this PA, moreover that the NPS TPS review is separate from this PA and from NPS obligations under this PA; and

WHEREAS, Trump shall Maintain and Steward the OPO and the portions of the Property under GSA control in accordance with the terms and conditions of the Ground Lease and this Agreement; and

WHEREAS, after Completion of the Initial Rehabilitation of the OPO (hereinafter defined), as determined by GSA and defined herein, Maintenance and Stewardship of the Property may include Alterations ("Alterations") (Stipulation VI), which are also part of the Undertaking; and

WHEREAS, GSA is the Federal agency with jurisdiction over the OPO, the closed portion of historic C Street, N.W., and the closed portion of historic 11th Street, N.W., except for the sidewalk area crossing the closed 11th Street for which NPS intends to transfer jurisdiction to GSA (Exhibit 4); and

WHEREAS, GSA initiated consultation with the DCSHPO and the ACHP regarding the effects of the Undertaking on historic properties on June 9, 2009 and January 10, 2011 (Exhibit 5) and has elected to fulfill its Section 106 responsibilities through this Agreement in accordance with 36 CFR § 800.14(b); and

WHEREAS, GSA determined the Area of Potential Effect ("APE") (Exhibit 6) as defined in 36 CFR § 800.16(d) for the Undertaking, including both potential direct and indirect effects in consultation with the DCSHPO; and

WHEREAS, it is the intent of GSA, acting through its Ground Lease to Trump, to ensure the Rehabilitation, Maintenance and Stewardship of the OPO is carried out in a manner that will have no Adverse Effect on the qualities that qualify the Property for listing in the National Register, and no Adverse Effects, as defined in 36 CFR Part 800 ("Adverse Effect(s)"), on any other historic properties; and

WHEREAS, GSA included the Design Guidelines ("Design Guidelines") and the Preservation Zone Diagrams ("Preservation Zone Diagrams") in the RFP; and

WHEREAS, GSA consulted on the Historic Structure Report ("HSR") (Exhibit 7) to identify the character-defining features ("Character-Defining Features") and historic contexts of the OPO; and

WHEREAS, GSA consulted on the Undertaking during the Consulting Party meetings in 2012 on May 22, June 26, July 25, September 19, November 27 and December 19 and in 2013 on February 20, including the Initial Rehabilitation Preliminary Design ("Preliminary Design") (Exhibit 8) which is in accordance with the Secretary's Standards, was informed by the Consulting Party comments, HSR, Design Guidelines, Preservation Zone Diagrams and which shall serve as a baseline for the Initial Rehabilitation Final Design ("Final Design"); and

WHEREAS, NCPC will review components of the Undertaking pursuant to the National Capital Planning Act of 1952 and has designated GSA lead agency for NCPC's compliance with Section 106 of the NHPA pursuant to 36 CFR § 800.2(a); and

WHEREAS, the District of Columbia Department of Transportation ("DDOT") is the District of Columbia agency with jurisdiction over a portion of 12th Street, a portion of C Street (Exhibit 4), the roadbed and curb of Pennsylvania Avenue, N.W., and other public streets and dedicated public space in the APE that may be associated with the Undertaking; and

WHEREAS, GSA consulted with DDOT on the additional detailed traffic studies, included in the forthcoming Environmental Assessment (hereinafter defined), and will continue to consult with DDOT regarding all proposed Transportation Improvements associated with the Undertaking in accordance with this Agreement; and

WHEREAS, GSA has consulted with the IRS and IRS has agreed with the proposed design, as documented in the Preliminary Design, which provides a connection from the Annex to 10th Street through an archway of the IRS Building, which is a contributing element of the National Register-listed Pennsylvania Avenue National Historic Site; and

WHEREAS, NPS is the Federal agency with jurisdiction over certain portions of the public space along the south side of Pennsylvania Avenue from 12th to 10th streets, including the Benjamin Franklin Statue which is a contributing feature of the Pennsylvania Avenue National Historic Site although the Statue is not in its historic location, and the Aleksandra Kasuba artwork pavers ("Artwork Pavers") (Exhibit 4) and the Federal agency that administers this area as part of the NPS' Pennsylvania Avenue National Historic Site unit pursuant to NPS' legal authorities and also the PADC Requirements; and

WHEREAS, NPS and GSA have agreed that portions of the public space along the south side of Pennsylvania Avenue from 12th to 10th streets, N.W. containing the Benjamin Franklin Statue, a portion of the Artwork Pavers and other features such as street furniture and landscaping (Exhibit 1), will be transferred from NPS to GSA via a separate legal instrument, in accordance with 40 U.S.C. § 8124, that contains covenants authorizing continued use of the area for Presidential Inaugural bleachers, and the treatment of the Statue; and

WHEREAS, this transfer, which is in furtherance of the Undertaking, is at the request of GSA, and NPS has designated GSA as lead agency for NPS' compliance with Section 106 for this Undertaking; and

WHEREAS, pursuant to Public Law 98-1, 97 Stat. 3, GSA and NPS have continuously entered into a series of Interagency Agreements ("GSA and NPS IA") for NPS to manage, operate and continue to provide public access to the OPO clock tower and will continue to comply with Public Law 98-1, 97 Stat. 3, and the effective GSA and NPS IA; and

WHEREAS, D.C. Preservation League ("DCPL") and Committee of 100 on the Federal City ("C100") have accepted GSA's invitation to participate as Concurring Parties (as defined in 36 CFR § 800.6(c)(3), "Concurring Party" or "Concurring Parties") to this Agreement; and

WHEREAS, pursuant to 36 CFR § 800.3(f), GSA identified and consulted with C100, DCPL, DDOT and IRS and the following additional Consulting Parties (as defined in 36 CFR Part 800, "Consulting Parties"): Advisory Neighborhood Commission 2F, District of Columbia Department of General Services, District of Columbia Deputy Mayor for Planning and Economic Development, District of Columbia Office of Planning, Downtown DC Business Improvement District, Historical Society of Washington DC, National Endowment for the Arts, National Endowment for the Humanities, National Trust for Historic Preservation, Pennsylvania Quarter Neighborhood Association, Smithsonian Institution, U.S. Commission of Fine Arts ("CFA"), U.S. Secret Service, Washington Ringing Society, and other neighboring property owners (referred to collectively herein as the "Consulting Parties"); and

WHEREAS, GSA and the DCSHPO agree that there are no federally recognized tribes in the District of Columbia, nor are there any tribes who have relocated to a different area that

reasonably have any documented historic ties to the Property. If any federally recognized tribe should come forward to demonstrate historic ties to the Property, and be interested in developing consultation procedures for projects resulting from any undertaking that has not already been approved pursuant to this Agreement that may affect historic properties with which the tribe has historic ties, it may consult with GSA to develop such procedures pursuant to 36 CFR § 800.2 (c)(2)(ii)(E); and

WHEREAS, the Signatories acknowledge that reviews other than those for purposes of Sections 106, 110 and 111 of the NHPA and 36 CFR Part 800 may be required for this Undertaking, including reviews by CFA, DDOT, the District of Columbia Department of Consumer and Regulatory Affairs, NCPC and NPS pursuant to their obligations and authorities; and

WHEREAS, GSA is preparing an Environmental Assessment ("EA") to determine the potential impacts that the Undertaking may have on the natural and man-made environment, and, if appropriate, anticipates executing a Finding Of No Significant Impact ("FONSI") in Spring 2013; and

WHEREAS, NPS expects to adopt GSA's EA and will issue its own FONSI if appropriate for its conclusion; and

NOW THEREFORE, the Signatories agree that the Undertaking shall be implemented in accordance with the following Stipulations ("Stipulations") to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

GSA shall ensure that the following measures are carried out:

I. GENERAL REQUIREMENTS

A. Reference Documents and Documentation

The Final Design and the Undertaking shall be developed and implemented in accordance with the Secretary's Standards and informed by the Preliminary Design (Exhibit 8), final HSR and Design Guidelines. The Undertaking shall also be carried out in accordance with the EA, final plans, including any conditions approved by NCPC, applicable Building and Life Safety Codes, as well as applicable DDOT codes, standards and specifications. Collectively, the documents mentioned in this Stipulation I.A shall be referred to as the Governing Documents ("Governing Documents").

B. Qualified Personnel

GSA and Trump shall ensure that all historic preservation and archaeological work performed by Trump or on its behalf pursuant to this Agreement shall be accomplished by or under the direct supervision of a person or persons who meet(s) or exceed(s) the pertinent qualifications in the Secretary of the Interior's Professional Standards formerly located at 36 CFR Part 61, and now located at http://www.nps.gov/history/local-law/arch_stnds_9.htm, as they may be amended or updated, in those areas in which the qualifications are applicable for the specific work performed ("Qualified Personnel").

II. DESIGN REVIEW PROCESS

A. Design Review

Components of the Initial Rehabilitation of the Undertaking may be developed on different schedules and may be reviewed individually. The Design Review Process does not preclude these component designs from advancing individually. The development of the Preliminary and Final Design for the Undertaking shall be advanced by GSA and Trump as follows, prior to the commencement of construction:

1. Preliminary Design

a. Preliminary Design. The Signatories and Consulting Parties provided comments on the Preliminary Design (Exhibit 8) during the February 20, 2013 consultation meeting and those comments are documented in the February 20, 2013 meeting notes located on the project website at www.oporedevelopment.com. GSA and Trump have taken those comments into consideration and incorporated them into the design to the fullest reasonable extent as shown in Exhibit 8. Based on the comments received, GSA has determined that the Preliminary Design shall have no Adverse Effect on the qualities that qualify the Property for listing in the National Register and no Adverse Effects on any other historic properties.

b. Preliminary Design Submissions to NCPC and CFA. GSA shall submit the Preliminary Design to NCPC and CFA for their respective reviews pursuant to each agency's independent jurisdiction over the Undertaking, if applicable.

2. Final Design

a. Final Design Development. The Preliminary Design shall be further developed by Trump into a Final Design, informed by the Governing Documents, which shall be consulted upon for compliance with the Secretary's Standards and with all comments received by GSA in accordance with Stipulation II.A.1 on the Preliminary Design. Design development will include architectural plans, site plans, and other appropriate supporting documentation that is developed to a level similar to that which is required for Final Review at NCPC and CFA, and will address materials, color, textures, exterior lighting, landscaping, signage, and other relevant topics.

b. Consultation and Review. With GSA, Trump shall present the Final Design at a Section 106 Consultation meeting, issue the presentation electronically, and provide the Signatories and Consulting Parties with a ten (10) business-day review and comment period to submit to GSA further written comments on the Final Design's conformance with the Secretary's Standards, except that the DCSHPO will have an additional (5) business days, totaling fifteen (15) business days, so they may review and take other's comments into consideration in their written comments. If the Signatories and Consulting Parties fail to provide written comments within the applicable allotted comment period, GSA and Trump may assume that the Signatories and the Consulting Parties have no further comments regarding the Final Design. GSA and Trump shall take comments submitted pursuant to this Stipulation into consideration to the fullest

reasonable extent prior to GSA submitting the project to NCPC and CFA for review.

c. Final Design Submissions to NCPC and CFA. GSA shall submit the Final Design and copies of all written comments received by GSA in accordance with this Stipulation to NCPC and CFA for their final reviews pursuant to each agency's independent jurisdiction over the Undertaking, as applicable.

d. Final Design Record Copies. Upon approval of the Final Design by NCPC, Trump shall issue one (1) electronic copy of the NCPC Final Design Submission to each of the Signatories for their records, post the electronic version to the project website and attach the NCPC Final Design Submission as an exhibit to this Agreement without requiring Amendment pursuant to Stipulation X of this Agreement.

3. Adverse Effect Determination

a. GSA and Trump intend to Rehabilitate, Maintain and Steward the OPO in a manner that will have no Adverse Effect on historic properties. In the event GSA's Regional Historic Preservation Officer ("RHPO") or the DCSHPO determines that Adverse Effects may result from the proposed development of the Preliminary Design or the Final Design in accordance with Stipulations II.A.1 and II.A.2, GSA shall consult with the DCSHPO, the other Signatories and the Consulting Parties to identify means that would avoid the Adverse Effect and the proposed Preliminary and/or Final Design shall be revised accordingly. If GSA is unable to avoid the Adverse Effect, GSA will seek the comments of the ACHP in accordance with the Dispute Resolution process in Stipulation IX. of this Agreement.

4. HPRB Review

a. If, in its initial written comments provided in accordance with Stipulation II.A.2.b, the DCSHPO identifies any proposal(s) which DCSHPO deems to have the potential for significant Adverse Effects and therefore warrants review by the DC Historic Preservation Review Board ("HPRB") the DCSHPO will arrange for GSA and Trump to present the proposal to the HPRB at the earliest possible meeting allowed for by the established HPRB meeting calendar and scheduling procedures. The timeframe for DCSHPO to provide additional comments will be extended to accommodate the HPRB meeting, but GSA and Trump may move forward with the proposal as originally intended if the DCSHPO fails to provide further comments within five (5) business days after the date of the HPRB meeting at which the proposal was presented.

5. NPS Design Review Coordination

a. In addition to the review processes specified in Stipulation II.A.2 above, GSA and Trump shall coordinate with NPS on all submissions and reviews associated with this Undertaking that may affect NPS-administered areas including the adjacent Pennsylvania Avenue National Historic Site.

6. Completion of the Initial Rehabilitation. Completion ("Completion") shall be determined by the RHPO, for purposes of this Agreement (Stipulation VI.) and shall generally coincide with hotel opening.

    a. Completion Record Copies. Trump shall issue one (1) electronic copy of the as-built set of plans, photographic documentation and associated narrative of the completed Initial Rehabilitation ("Completion Record Copies") to each of the Signatories for their records. Trump shall also issue electronically, to the Signatories for their records, any approved amendments to the Completion Record Copies.

III. NPS ACTIVITIES

A. Transfer of Jurisdiction. GSA will coordinate with NPS and NCPC so as to obtain NCPC's recommendation and facilitate completion of this transfer pursuant to 40 U.S.C. § 8124, since no work or invasive testing may occur until after the transfer to GSA, although GSA or Trump may seek a permit from NPS for temporary and non-invasive activities.

B. Permitting. GSA shall obtain an NPS permit prior to any use, even temporarily, of adjacent NPS-administered areas in the Pennsylvania Avenue National Historic Site for activities by GSA and its contractors and others including Trump, and comply with its terms.

C. Public Tours. GSA and NPS will agree on a process to coordinate on adjustments as a result of construction activities for OPO and the OPO Tower, to NPS' schedules for public tours, interpretation and related services at the OPO Tower.

IV. DDOT REVIEW AND APPROVAL OF TRANSPORTATION IMPROVEMENTS

A. DDOT Review. GSA and Trump shall coordinate with DDOT on all submissions and reviews of Transportation Improvements associated with the Initial Rehabilitation, and all of the proposed transportation-related design features and traffic control measures required during construction. Such submissions and reviews shall meet all required DDOT approval processes, design standards and specifications as contained in the most recent version of the *DDOT Design and Engineering Manual, DDOT Standard Drawings, and DDOT Standard Specifications for Highways & Structures*, including references to Federal or industry-standard specifications, as appropriate.

B. DDOT Approval. DDOT shall have final approval of all Transportation Improvements associated with the Initial Rehabilitation including traffic control devices such as traffic signal modification plans at DDOT determined locations, traffic control plans, traffic signage and marking plans, work zone safety and construction-related detours, as well as construction staging, construction hours, construction truck and equipment access and other construction-related activities. Any additional or future transportation improvements proposed by GSA or Trump after the Initial Rehabilitation shall be subject to approval by DDOT in accordance with the *DDOT Design and Engineering Manual.*

C. Effects of transportation improvements on Historic Properties. GSA shall evaluate the potential effects of all transportation improvements on historic properties and coordinate with the DCSHPO and other Signatories, as appropriate, in accordance with Stipulations II.A.2, V and VI of this Agreement. In the event that any proposed transportation improvement results in a determination of Adverse Effect by any Signatory, GSA, Trump and DDOT shall consult with the other Signatories to identify alternative approaches that will meet transportation requirements while also avoiding the Adverse Effect. If the Signatories are unable to reach agreement on how to avoid the Adverse Effect, GSA will seek the comments of the ACHP in accordance with the Dispute Resolution process in Stipulation IX. of this Agreement.

V. CONSTRUCTION MONITORING AND MODIFICATIONS

A. Construction Monitoring. During the period of construction for the Undertaking, including both the Initial Rehabilitation and substantial future Alterations, and in coordination with the applicable government agency or agencies, as appropriate, Trump's Qualified Personnel will monitor the construction work to ensure conformity with the Final Design and will coordinate, on a schedule to be agreed upon, with GSA.

B. Modifications. The RHPO, having coordinated with Trump's Qualified Personnel, will determine whether any conflicting conditions discovered or modifications proposed to the work during implementation of the Undertaking ("Modifications") may result in Adverse Effects on the OPO or any other historic properties. If the determination is that Adverse Effects may result, Trump will stop work on the portion of the project that has the potential to constitute an Adverse Effect and GSA shall contact the DCSHPO by phone or email and forward written documentation of the determination, along with proposed measures to resolve the Adverse Effects, to the DCSHPO and as applicable to NPS and/or DDOT. Unless the DCSHPO and as applicable NPS and/or DDOT, objects in writing to GSA within thirty (30) calendar days of receiving such documentation, Trump may proceed with the work in question and the proposed measures to avoid the Adverse Effects. Otherwise, Trump will resolve the objection through further consultation with the RHPO, DCSHPO and/or other government agency with jurisdiction, as applicable, or in accordance with the Dispute Resolution process in Stipulation IX. of this Agreement. Notwithstanding this section, alterations involving items listed on the Work Exempt From Review list ("Work Exempt From Review") (Exhibit 9) shall not require further consultation with Signatories or Consulting Parties.

C. Property Visits. At any point during the Undertaking, the Signatories may contact GSA to schedule Property visits during normal working hours, and such Property visits will be scheduled in a timely manner.

D. Removed Materials. In the event that GSA determines removal of any Character-Defining Features is necessary to complete the Undertaking, GSA shall evaluate the Character-Defining Features for appropriate disposition, consult with and obtain DCSHPO concurrence on GSA's plan for disposition, and shall retain responsibility and ownership of removed materials that are determined to be retained.

VI. ALTERATIONS FOLLOWING COMPLETION OF THE INITIAL REHABILITATION

Proposed designs for Alterations following Completion of the Initial Rehabilitation of the OPO will be informed by the Governing Documents and may require further consultation under Sections 106, 110 and 111 of the NHPA, 36 CFR Part 800 and this Agreement, and any other applicable laws and regulations.

A. Alterations

1. As determined by Trump's Qualified Personnel, Alterations that are identified in the Work Exempt from Review list (Exhibit 9), shall not require further consultation with Signatories or Consulting Parties. Trump will notify the RHPO in writing of such proposed Alterations as soon as practicable before commencing work. If Trump's Qualified Personnel questions whether or not a proposed Alteration qualifies for the Work Exempt from Review list, Trump's Qualified Personnel will contact the RHPO sufficiently in advance to allow the RHPO to consult with the SHPO.

2. Alterations to the Property that are not considered Work Exempt from Review by Trump's Qualified Personnel shall be reviewed by the RHPO. If the RHPO determines that there will be no Adverse Effect to historic properties as a result of the proposed Alterations, the RHPO shall submit the determination to the DCSHPO and any other government agency with jurisdiction, as applicable, for a thirty (30) calendar day review. Upon concurrence of the DCSHPO, or upon no action by the DCSHPO and any other government agency with jurisdiction, as applicable, within the thirty (30) day review period, no further action shall be required prior to Trump's commencement of the proposed Alteration. In the event that the DCSHPO or any other government agency with jurisdiction, as applicable, disagrees with the RHPO determination within the thirty (30) day review period, GSA shall initiate consultation in accordance with Stipulation VI.B.

B. Adverse Effect Determinations.
In the event that the RHPO, the DCSHPO, or any other governmental agency with jurisdiction, in consultation with the RHPO and the DCSHPO, determines that any proposed Alteration may result in an Adverse Effect to the OPO or any other historic property, the RHPO, DCSHPO and Trump shall consult to try to agree on measures that would avoid the Adverse Effect. If an agreement on measures to avoid the Adverse Effect cannot be reached, GSA will seek the comments of the ACHP in accordance with the Dispute Resolution process in Stipulation IX. of this Agreement.

C. HPRB Review.
If, in its initial written comments provided in accordance with Stipulation VI.A, the DCSHPO identifies any proposal(s) which DCSHPO deems to have the potential for significant Adverse Effects and therefore warrants review by the HPRB the DCSHPO will arrange for GSA and Trump to present the proposal to the HPRB at the earliest possible meeting allowed for by the established HPRB meeting calendar and scheduling procedures. The timeframe for DCSHPO to provide additional comments will be extended to accommodate the HPRB meeting, but GSA and Trump may move forward with the proposal as originally intended if the DCSHPO fails to provide further comments

within five (5) business days after the date of the HPRB meeting in which the proposal was presented.

VII. GENERAL STANDARDS FOR ROUTINE MAINTENANCE AND REPAIR FOLLOWING COMPLETION OF THE INITIAL REHABILITATION

A. During the term of the Ground Lease, the OPO shall be maintained and repaired in accordance with the recommended approaches in the Secretary's Standards and as guided by the Governing Documents. GSA or Trump may carry out the routine maintenance and repair activities at the OPO, as identified in the Work Exempt from Review list (Exhibit 9), without further review and consultation, provided that GSA ensure that the maintenance and repair work affecting Character-Defining Features is carried out in a manner consistent with the Secretary's Standards and by Qualified Personnel.

VIII. FINE ARTS

A. The OPO houses artwork entitled *48 Shadow Planes* by Robert Irwin ("Irwin Artwork") which is not historic property. The Irwin Artwork shall remain in its original location within the OPO. Full and exclusive title, ownership, maintenance, repairs and control of the Artwork will remain with GSA. GSA shall be responsible for the removal, storage and conservation of the Irwin Artwork during construction and the installation of the Irwin Artwork after Completion of the Initial Rehabilitation. GSA and Trump shall enter into an agreement to this effect for the above.

B. Upon transfer of the Benjamin Franklin Statue from NPS to GSA, the Statue shall remain in its current location outside of the OPO. Full and exclusive title, ownership, maintenance, repairs and control of the Statue will remain with GSA. The Statue will come under the supervision of a conservator certified by the American Institute for Conservation of Historic and Artistic Works ("AIC"). GSA shall also be responsible for the protection and the preservation of the Statue in accordance with the covenants of the separate legal transfer instrument from NPS to GSA. GSA and Trump shall enter into an agreement to ensure continued public access to the Statue.

IX. DISPUTE RESOLUTION

A. For Signatories

1. Objection: Any of the Signatories to this Agreement may object in writing to GSA regarding any action proposed to be carried out with respect to the Undertaking or implementation of this Agreement ("Notice of Dispute"). The Notice of Dispute shall state with reasonable specificity the provisions of this Agreement under which such dispute is claimed to have arisen, and the manner in which the dispute may be satisfactorily cured. Upon receipt of such Notice of Dispute, GSA shall immediately notify Trump and the other Signatories in writing of the Notice of Dispute as well as provide a copy of the Notice of Dispute and consult with the Signatories to resolve the objection (and such consultation may include consultation on any required modifications to the Final Design or construction). If the objection is resolved through consultation, such resolution shall be documented by GSA in a letter to the Signatories and

Consulting Parties. If, after initiating such consultation, GSA determines that the objection cannot be resolved through consultation, GSA shall forward all documentation relevant to the dispute to the ACHP, including GSA's proposed response to the objection. Within fourteen (14) calendar days or within an agreed upon timeframe, the ACHP shall:

a. Advise GSA that the ACHP concurs with GSA's proposed response to the objection, whereupon GSA shall respond to the objection accordingly;

b. Provide GSA with recommendations. Such recommendations must be considered by GSA, but are not binding. Once GSA takes these recommendations into account and responds, GSA can proceed to make a final decision regarding the dispute; or

c. Refer the dispute to ACHP membership for comment pursuant to 36 CFR § 800.7(c), and shall notify GSA in writing of such referral. The resulting comment must be considered by GSA, but is not binding. GSA shall take into account, and respond to, the resulting comment in accordance with 36 CFR § 800.7(c) and Section 110(l) of the NHPA, and then proceed to make a final decision regarding the dispute.

2. Failure to Comment: Should the ACHP fail to exercise one of the above options within fourteen (14) calendar days or agreed upon timeframe, GSA may proceed with its proposed response to the objection, and shall forward such response in writing to Trump and the other Signatories.

3. Subject of Dispute: GSA shall take into account any ACHP recommendation or comment provided in accordance with this Stipulation with reference only to the subject of the dispute; GSA's responsibility to carry out all actions under this Agreement that are not the subject of the objection shall remain unchanged and in full force and effect.

4. If GSA's final resolution of the dispute requires Trump to take specified actions ("Cure"), Trump shall commence such actions within a reasonable period of time, not to exceed sixty (60) business days from the date Trump is notified in writing by GSA of its final resolution of the dispute, or other such timeframe agreed upon and documented therein (the "Cure Period"), and GSA and Trump shall thereafter diligently pursue such Cure to completion. If, at the end of any Cure period, GSA determines that Trump has completed the Cure, or is diligently working toward completion of the Cure, GSA's RHPO shall issue to the Signatories and Concurring Parties a written acknowledgement of the status of the Cure of the matter that was the subject of the Notice of Dispute.

B. For Consulting Parties

1. Objection: A Consulting Party may object in writing to GSA, with copies to the other Signatories and Consulting Parties regarding any action proposed to be carried out with respect to the Undertaking or implementation of this Agreement. GSA shall take such an objection into account and may consult about it with the objecting party, other Consulting Parties and Signatories as GSA deems appropriate. GSA shall then respond to the objecting party in writing, with copies to the Signatories. If the objection is resolved through consultation, such resolution shall be documented by GSA in a

letter to the Signatories and Consulting Parties. If GSA subsequently determines that the objection cannot be resolved through consultation, GSA shall notify the objecting party, the DCSHPO, and ACHP in writing which of the following options it shall exercise:

a. Seek the assistance of the ACHP in resolving the objection, pursuant to Stipulation IX.A above; or

b. Provide a formal written response to the objection within thirty (30) calendar days of notice to the objecting party.

2. Resolution of Dispute. If GSA's final resolution of the dispute requires Trump to take specified actions ("Cure"), Trump shall commence such actions within a reasonable period of time, not to exceed sixty (60) business days from the date Trump is notified in writing by GSA of its final resolution of the dispute, or other such timeframe agreed upon therein (the "Cure Period"), and GSA and Trump shall thereafter diligently pursue such Cure to completion. If, at the end of any Cure period, GSA determines that Trump has completed the Cure, or is diligently working toward completion of the Cure, GSA's RHPO shall issue to the Signatories and Consulting Parties a written acknowledgement of the status of the Cure of the matter that was the subject of the Notice of Dispute.

X. AMENDMENTS

A. This Agreement may be amended when such an amendment is agreed to in writing by all Signatories. The amendment shall be effective on the date a copy signed by all of the Signatories is executed by ACHP.

XI. TERMINATION

A. Proposal to Terminate. If for any reason a Signatory determines that the terms of this Agreement cannot be implemented or that this Agreement is not being properly implemented in accordance with the NHPA, the Signatory may propose that this Agreement be terminated.

B. Notification. The Signatory proposing to terminate this Agreement shall so notify all other Signatories, explaining the reasons for the proposed termination and affording all Signatories at least 30 calendar days to consult and seek alternatives to termination, including amendment of this Agreement.

C. Termination Due to Failure to Agree. If such consultation fails to yield an amendment or other alternative to termination acceptable to all Signatories, any Signatory may then terminate the Agreement by providing written notice to the other Signatories. In the event of a termination, prior to work continuing on the Undertaking, GSA must either (a) execute another PA pursuant to 36 CFR § 800.14, or (b) comply with the requirements of 36 CFR 800 for all remaining actions (including but not limited to approvals of Alterations) associated with the Undertaking for the term of the Ground Lease. GSA shall notify the Signatories in writing as to the course of action it will pursue.

XII. ADMINISTRATION OF AGREEMENT

A. Cooperation: During the implementation of this Agreement, and until the Signatories agree in writing that the terms of this Agreement have been fulfilled; each Party agrees to cooperate in good faith with the other Parties to facilitate the satisfaction of their respective obligations under this Agreement in a reasonable and timely manner.

B. Reporting: On or before January 31 of every four (4) years after Completion of the Initial Rehabilitation, Trump shall prepare for GSA and GSA shall provide a report to the Signatories and the Consulting Parties, addressing the following topics:

1. Progress in carrying forth and completing the Stipulations;
2. Any problems or unexpected issues encountered during the preceding period; and
3. Any changes that GSA and Trump believe should be made in implementation of this Agreement.

Such report shall include an invitation to the Signatories to meet with GSA and Trump to discuss the report. Upon written request to GSA by one or more Signatories, such meeting shall be arranged by GSA within forty-five (45) business days or other mutually agreed upon timeframe.

C. Emergency and Unanticipated Adverse Effects Situations

1. Emergency Undertakings

GSA and Trump shall ensure that any rescue and salvage operations on the Property that are (a) required because of an emergency (e.g., a disaster or emergency declaration by the President, the Mayor of Washington, D.C.) or another threat to life or property that adversely affects the Property or (b) necessary to preserve life or property ("Emergency Undertaking") shall be carried out in accordance with any emergency orders or citations issued by the appropriate official of the D.C. or the United States, as applicable. GSA shall use its best efforts to notify DCSHPO immediately and ACHP in writing of such operations within one (1) business day (not including a federal holiday) after the commencement of such operations. GSA shall similarly notify other agencies with responsibilities as appropriate. Nothing in this Agreement shall be deemed to prevent GSA or Trump from taking immediate rescue and salvage operations on the Property as necessary in an emergency to prevent the loss of life or property.

a. If GSA or Trump proposes an Emergency Undertaking which may have an Adverse Effect on the Property, GSA shall afford the DCSHPO and the ACHP an opportunity to comment within three (3) business days (not including a federal holiday) of such notification. If GSA determines that circumstances do not permit three (3) business days for comment, then GSA shall notify DCSHPO and the ACHP in writing and invite comments within the time available. GSA shall consider, as applicable in light of the urgency of the circumstances, any comments received in reaching a decision on how to proceed with the Emergency Undertaking. If DCSHPO or the ACHP objects to the proposed actions the dispute will be resolved in accordance with Stipulation IX, Dispute Resolution.

b. These emergency procedures apply only to undertakings that may have an Adverse Effect on the Property and that will be implemented within thirty (30) days or other agreed upon timeframe after the disaster or emergency occurs. GSA may request an extension of the period of applicability from DCSHPO prior to the expiration of the thirty (30) days.

2. Unanticipated Adverse Effects

An unanticipated Adverse Effect is accidental damage or destruction to historic properties. Should historic properties and/or Character-Defining Features of the OPO be subject to unanticipated Adverse Effects, GSA shall immediately notify the DCSHPO and ACHP in writing. GSA shall similarly notify other agencies with responsibilities as appropriate. GSA shall ensure that the Signatories and Consulting Parties are notified in writing of the unanticipated Adverse Effect within one (1) business day of its learning of such unanticipated Adverse Effects, and consult with the Signatories to resolve the unanticipated Adverse Effect. If GSA is unable to resolve the unanticipated Adverse Effect, GSA will seek the comments of the ACHP in accordance with the Dispute Resolution process in Stipulation IX. of this Agreement.

3. Unanticipated Archaeological Discoveries

In the event that unanticipated archaeological sites, features, artifacts, or human remains, are discovered during surface or ground-disturbing activities, work shall cease in the immediate vicinity and the area shall be secured from the elements and from potential vandalism. GSA shall notify the DCSHPO in writing within two (2) business days of the discovery and shall consult with the DCSHPO to determine the appropriate level of effort for evaluation, documentation, treatment and, if warranted, mitigation. GSA shall similarly notify other agencies with responsibilities as appropriate. If GSA is unable to resolve the unanticipated Adverse Effect, GSA will seek the comments of the ACHP in accordance with the Dispute Resolution process in Stipulation IX. of this Agreement.

XIII. EFFECTIVE DATE OF AGREEMENT

A. This Agreement shall become effective when executed by the last of the Signatories ("Effective Date").

XIV. DURATION OF AGREEMENT

A. This Agreement shall be in effect from the date of its execution for sixty (60) years or until the expiration of the Ground Lease, whichever is later, unless extended through an amendment per Stipulation X. or terminated as provided in Stipulation XI.

XV. MISCELLANEOUS

A. Anti-Deficiency Act - Federal Parties: This Agreement is subject to applicable laws and regulations. As to the federal Signatories only, fulfillment of this Agreement and all of the provisions herein are subject, pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341 *et*

seq., to the availability of funds. This Agreement is not an obligation of funds in advance of an appropriation of such funds, and it does not constitute authority for the expenditure of funds. If a federal Signatory does not have sufficient funds available to fulfill the Stipulations of this Agreement, such Signatory shall so notify the other Signatories in writing and shall take such actions as are necessary to comply with all requirements of 36 CFR Part 800. Nothing in this Agreement shall be deemed to authorize an expenditure of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341 *et seq*. GSA and ACHP shall make reasonable and good faith efforts to seek funding for implementing this Agreement.

B. Recitals and Exhibits: The recitals (Whereas clauses) and exhibits are incorporated herein as a substantive part of this Agreement and will be maintained by GSA.

C. Authority of Signers: Each Signatory or Concurring Party hereto represents that the person or persons executing this Agreement on behalf of such Signatory or Concurring Party has full legal authority to do so.

D. Severability: If any provision of this Agreement, or its application to any person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect.

E. Non-Waiver: No waiver made by any Signatory with respect to the performance, or manner or time of performance, of any obligation of the other Signatory, or any condition to its own obligation under this Agreement, will be considered a waiver with respect to the particular obligation of the other Signatory or condition to its own obligation beyond those expressly waived.

F. Successors and Assigns: This Agreement shall inure to the benefit of and bind the respective successors and assigns of the Signatories.

G. Interpretation of this Agreement:
   1. Captions: Whenever a section, article, or paragraph is referenced, it refers to this Agreement unless another document is specially identified. The captions preceding the articles and sections of this Agreement have been inserted for convenience of reference only and shall not define or limit the scope or intent of any provision of this Agreement.
   2. Words of Inclusion: The use of the term “including,” “such as,” or words of similar import when following any general term, statement, or matter shall not be construed to limit such term, statement, or matter to the specific items or matters, whether or not language of non-limitation is used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term, or matter.
   3. References: Wherever reference is made to any provision, term, or matter “in this Agreement,” “herein,” or “hereof,” or words of similar import, the reference shall be deemed to refer to any and all provisions of this Agreement reasonably related thereto in the context of such reference, unless such reference refers solely to a specific numbered or lettered section or paragraph of this Agreement or any specific subdivision thereof.

4. Recitals: In the event of any conflict or inconsistency between the recitals and any of the remaining provisions of this Agreement, the remaining provisions shall prevail.

H. Entire Agreement. This Agreement and the Ground Lease contain all the representations and the entire agreement between the Signatories with respect to the subject matter of this Agreement. In the event of a conflict or inconsistency between this Agreement and the Ground Lease with respect to the obligations pursuant to Sections 106, 110 and 111 of the NHPA, the terms of this Agreement shall govern.

I. Conflict of Laws. 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.

J. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

XVI. COMMUNICATIONS WITH CONSULTING PARTIES

A. GSA shall provide Consulting Parties with address and contact information for the appropriate office within GSA for the receipt of any comments provided by them under this Agreement.

B. GSA shall maintain a list of Consulting Party contacts, presumably by e-mail, which shall be updated by the Consulting Parties with changes should they occur.

XVII. SIGNATURES

A. Execution of this Agreement by GSA, DCSHPO, NCPC, NPS and ACHP and implementation of its terms evidence that GSA, NCPC and NPS have taken into account the effects of the Undertaking on historic properties and afforded the ACHP an opportunity to comment.

[signatures follow]

SIGNATURE PAGE
PROGRAMMATIC AGREEMENT
REGARDING
THE GROUND LEASING, REHABILITATION AND ONGOING MAINTENANCE
AND STEWARDSHIP OF THE
OLD POST OFFICE BUILDING AND ANNEX,
AND
ASSOCIATED TRANSPORTATION IMPROVEMENTS
WASHINGTON, D.C.

GENERAL SERVICES ADMINISTRATION

[redacted]

By: _____ Date: May 16, 2013

Dorothy Robyn
Commissioner
Public Buildings Service
U.S. General Services Administration

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ASSOCIATED TRANSPORTATION IMPROVEMENTS
WASHINGTON, D.C.

GENERAL SERVICES ADMINISTRATION

[redacted] (b) (6)

By: Date: 5/16/13

Beth L. Savage
Director, Center for Historic Buildings
Federal Preservation Officer
U.S. General Services Administration

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WASHINGTON, D.C.

DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER

(b) (6)

5/16/2013

By: Date:

David J. Maloney
State Historic Preservation Officer

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WASHINGTON, D.C.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

[redacted]

By: Date: 1/23/13

John M. Fowler
Executive Director

SIGNATURE PAGE
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ASSOCIATED TRANSPORTATION IMPROVEMENTS
WASHINGTON, D.C.

NATIONAL CAPITAL PLANNING COMMISSION

(b) (6) 5/16/2013

By: Date:

Marcel C. Acosta
Executive Director

SIGNATURE PAGE
PROGRAMMATIC AGREEMENT
REGARDING
THE GROUND LEASING, REHABILITATION AND ONGOING MAINTENANCE
AND STEWARDSHIP OF THE
OLD POST OFFICE BUILDING AND ANNEX,
AND
ASSOCIATED TRANSPORTATION IMPROVEMENTS
WASHINGTON, D.C.

NATIONAL PARK SERVICE

[redacted]

By: Date: 5/21/13

Robert A. Vogel
Superintendent

SIGNATURE PAGE
PROGRAMMATIC AGREEMENT
REGARDING
THE GROUND LEASING, REHABILITATION AND ONGOING MAINTENANCE
AND STEWARDSHIP OF THE
OLD POST OFFICE BUILDING AND ANNEX,
AND
ASSOCIATED TRANSPORTATION IMPROVEMENTS
WASHINGTON, D.C.

TRUMP OLD POST OFFICE LLC

By: (b) (6) Date: 5/17/13

Ivanka Trump
Executive Vice President

SIGNATURE PAGE
PROGRAMMATIC AGREEMENT
REGARDING
THE GROUND LEASING, REHABILITATION AND ONGOING MAINTENANCE
AND STEWARDSHIP OF THE
OLD POST OFFICE BUILDING AND ANNEX,
AND
ASSOCIATED TRANSPORTATION IMPROVEMENTS
WASHINGTON, D.C.

CONCURRING, DC PRESERVATION LEAGUE

[redacted] (b) (6)

By: _____ Date: 04/05/2013

Rebecca Miller
Executive Director

SIGNATURE PAGE
PROGRAMMATIC AGREEMENT
REGARDING
THE GROUND LEASING, REHABILITATION AND ONGOING MAINTENANCE
AND STEWARDSHIP OF THE
OLD POST OFFICE BUILDING AND ANNEX,
AND
ASSOCIATED TRANSPORTATION IMPROVEMENTS
WASHINGTON, D.C.

CONCURRING, COMMITTEE OF 100 ON THE FEDERAL CITY

[redacted] May 29, 2013

By: Date:
Nancy MacWood
Chair

EXHIBIT LIST

Available online at www.oporedevelopment.com and in hard copy form at the U.S. General Services Administration, National Capital Region, Regional Office Building, 7th & D Streets SW, Room 4004, Washington D.C. 20407-000; Phone (202) 358-3086

Exhibit 1 NPS Area of Jurisdiction to be Transferred

Exhibit 2 Property Boundary Plan

Exhibit 3 Areas previously disturbed by construction activities

Exhibit 4 Jurisdiction Plan

Exhibit 5 Initiation of Consultation Letters

Exhibit 6 Area of Potential Effect (APE)

Exhibit 7 Historic Structure Report
(Exhibit can be found on the project website at *www.oporedevelopment.com/documents* under the NHPA/Reference Documents/HSR header)

Exhibit 8 Preliminary Design

Exhibit 9 Work Exempt from Review

SCHEDULE B

HURDLE AMOUNT CALCULATION

The calculation of the Hurdle Amount shall be made as of a given time in accordance with the calculation of Internal Rate of Return ("IRR") as follows:

(a) Determine the date and amount of all Equity contributions made by the Person who is to receive Proceeds from Sale or Refinancing as part of the applicable Sale or Refinancing; and

(b) Determine the date and amount of all distributions paid to such Person on account of such Equity, the Premises or the Off-Site Areas. For the avoidance of doubt, except as set forth in the immediately following sentence, Excluded Tenant Affiliate Revenues and Excluded Revenues shall not be taken into account in determining distributions to such Person(s) under this clause (b). Whether or not the same are Excluded Tenant Affiliate Revenues or Excluded Revenues, all expenses, fees, costs or other amounts paid by or on behalf of Tenant to, or received in connection with this Lease or the Hotel by, any Person which is a Trump Affiliate, an Affiliate of Tenant, or an Affiliate of any direct or indirect owner of Tenant, that are in excess of the amount which would have been payable under an arms-length agreement upon market terms and conditions prevailing in the hotel industry at the time of such payment or receipt, shall be deemed to have been distributed pro-rata to the Person(s) having any direct or indirect legal or beneficial interest in Tenant who are Affiliates of the Person(s) receiving such excess amounts. For further avoidance of doubt, any distributions to Person(s) under this clause (b) shall include any distributions of excess FF&E/CAPEX Reserves paid to such Person(s).

The IRR shall equal the discount rate (the "Applicable Rate") that causes (i) the present value of the Equity contributions made by each Person under clause (a) above to equal (ii) the present value of the distributions paid to each Person under clause (b) above.

The present value of clauses (a) and (b) shall each be determined based on the date such Equity contributions and distributions were made and shall be calculated by using the Applicable Rate as the discount rate and discounting such Equity contributions and distributions, as the case may be, on an annualized basis.

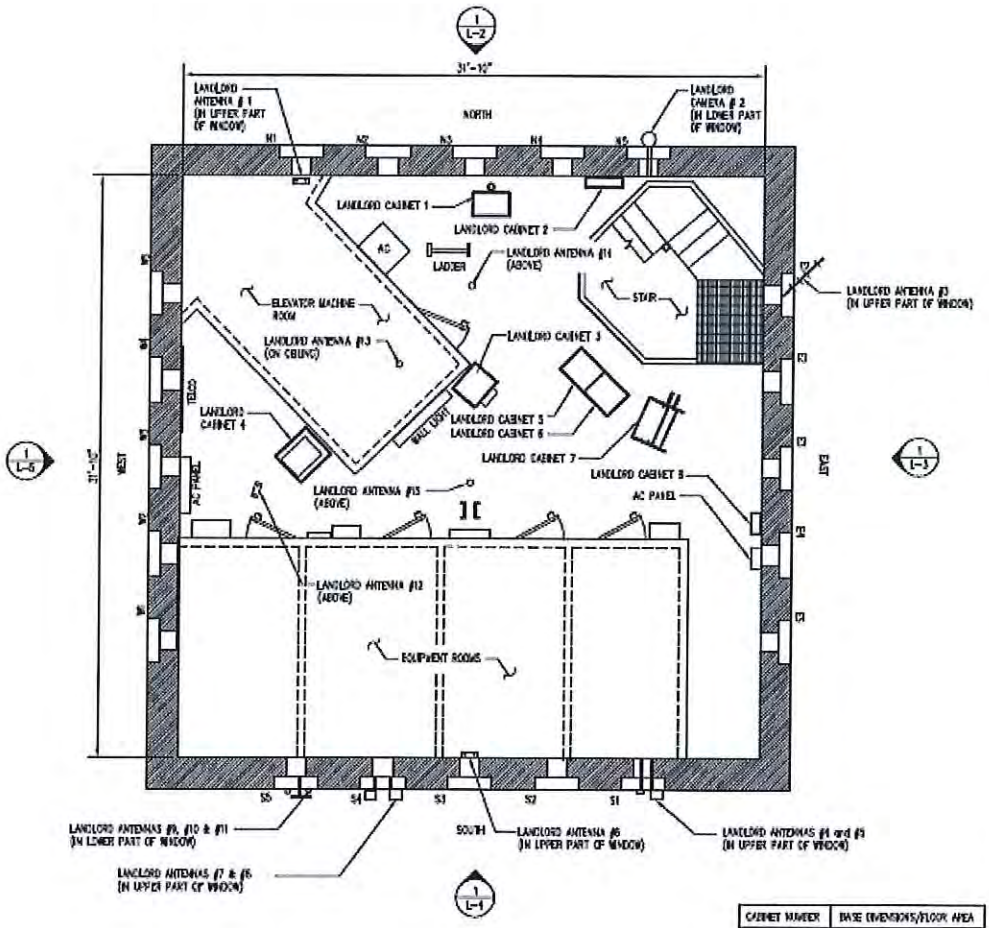
By way of example, the calculation of IRR is equivalent to the calculation of "internal rate of return" or "IRR" pursuant to Microsoft Excel 2010. For purposes of calculating IRR, the formula (as utilized in Microsoft Excel 2010) for determining the internal rate of return on an annual basis would be the following;

(b) (4)

SCHEDULE C

LANDLORD ANTENNAE AREA

[FOLLOWS THIS COVER PAGE]



CABINET NUMBER	BASE DIMENSIONS/FLOOR AREA
1	24"W X 7"D / 1.17 SF
2	24"W X 15"D / 2.50 SF
3	22.25"W X 12.25"D / 2.07 SF
4	24"W X 27.5"D / 4.58 SF
5	22"W X 19.4"D / 2.99 SF
6	22"W X 19.4"D / 2.99 SF
7	29.25"W X 24"D / 4.88 SF
8	14"W X 7"D / 0.68 SF
TOTAL ROOM AREA	1,013.36 SF

CLOCK TOWER FLOOR PLAN
ELEVATOR MACHINE ROOM LEVEL
SCALE: 1/8"=1'-0"

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THE OLD POST OFFICE BUILDING
WASHINGTON, DC

entrex
communication services, inc.
6800 Rockledge Drive, Suite 650
Bethesda, MD 20817
Phone: 202-408-0960
Fax: 202-408-0961

SUBMITTALS		
DATE	DESCRIPTION	REV.
06-28-13	LEASE EXHIBIT REVIEW	
07-01-13	LEASE EXHIBIT REVIEW	
07-02-13	LEASE EXHIBIT	
07-24-13	LEASE EXHIBIT	
07-10-13	LEASE EXHIBIT	
07-25-13	LEASE EXHIBIT	

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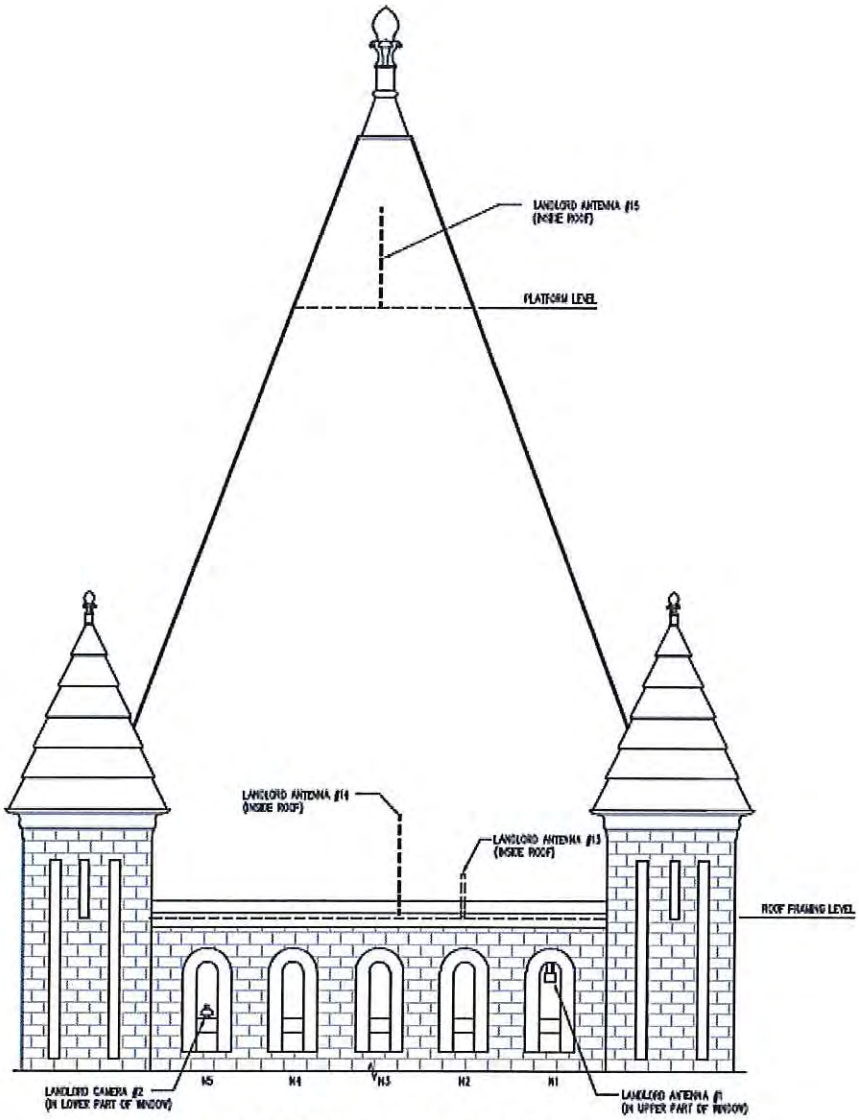
WASHINGTON, DC 20004

TITLE:
CLOCK TOWER WINDOWS AND ANTENNA LOCATION

PROJECT NO: 076	SHEET NO: L-1
DESIGNER: M.A.	ENGINEER: M.M.



NORTH CLOCK TOWER ELEVATION (1 / L-2)

SCALE: 1/8"=1'-0"

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Fax: 202-408-0861

SUBMITTALS

DATE	DESCRIPTION	REV.
06-28-13	LEASE EXHIBIT REVIEW	
07-01-13	LEASE EXHIBIT REVIEW	
07-02-13	LEASE EXHIBIT	
07-04-13	LEASE EXHIBIT	
07-10-13	LEASE EXHIBIT	
07-25-13	LEASE EXHIBIT	

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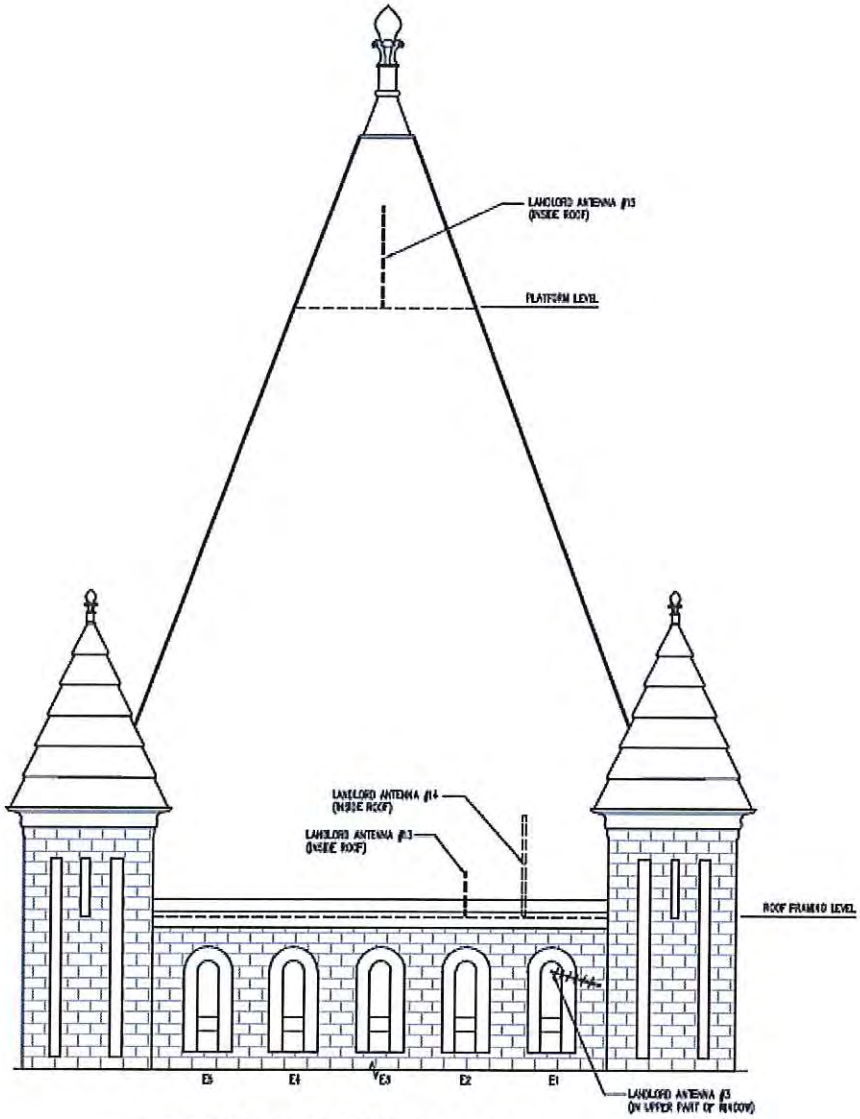
WASHINGTON, DC 20004

TITLE:
NORTH CLOCK TOWER ELEVATION

PROJECT NO: 076	SHEET NO: L-2
DESIGNER: M.A.	ENGINEER: M.M.



EAST CLOCK TOWER ELEVATION (1 / L-3)

SCALE: 1/8"=1'-0"

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06-28-13	LEASE EXHIBIT REVISION	
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07-02-13	LEASE EXHIBIT	
07-08-13	LEASE EXHIBIT	
07-10-13	LEASE EXHIBIT	
07-25-13	LEASE EXHIBIT	

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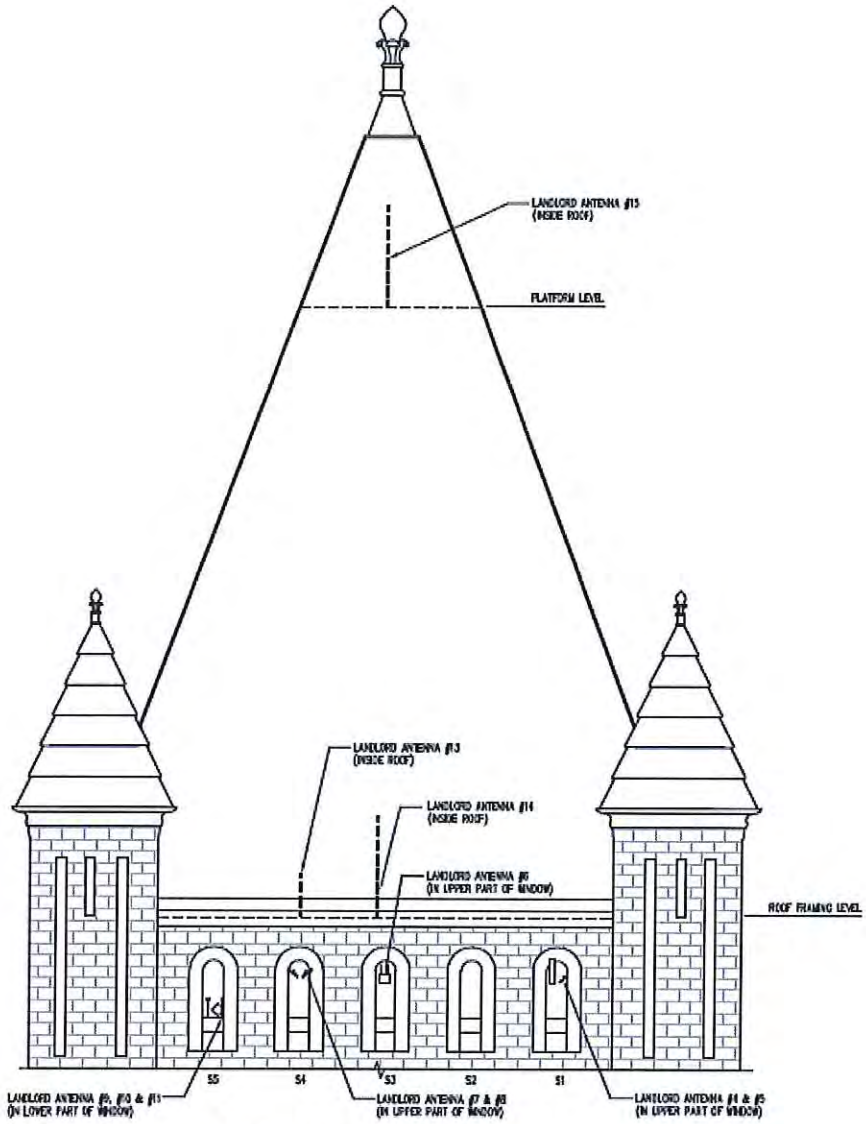
WASHINGTON, DC 20004

TITLE: EAST CLOCK TOWER ELEVATION

PROJECT NO: 076	SHEET NO: L-3
DESIGNER: M.A.	ENGINEER: M.M.



SOUTH CLOCK TOWER ELEVATION (1 / L-1)

SCALE: 1/8"=1'-0"

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DATE	DESCRIPTION	REV.
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07-02-13	LEASE EXHIBIT	
07-04-13	LEASE EXHIBIT	
07-10-13	LEASE EXHIBIT	
07-23-13	LEASE EXHIBIT	

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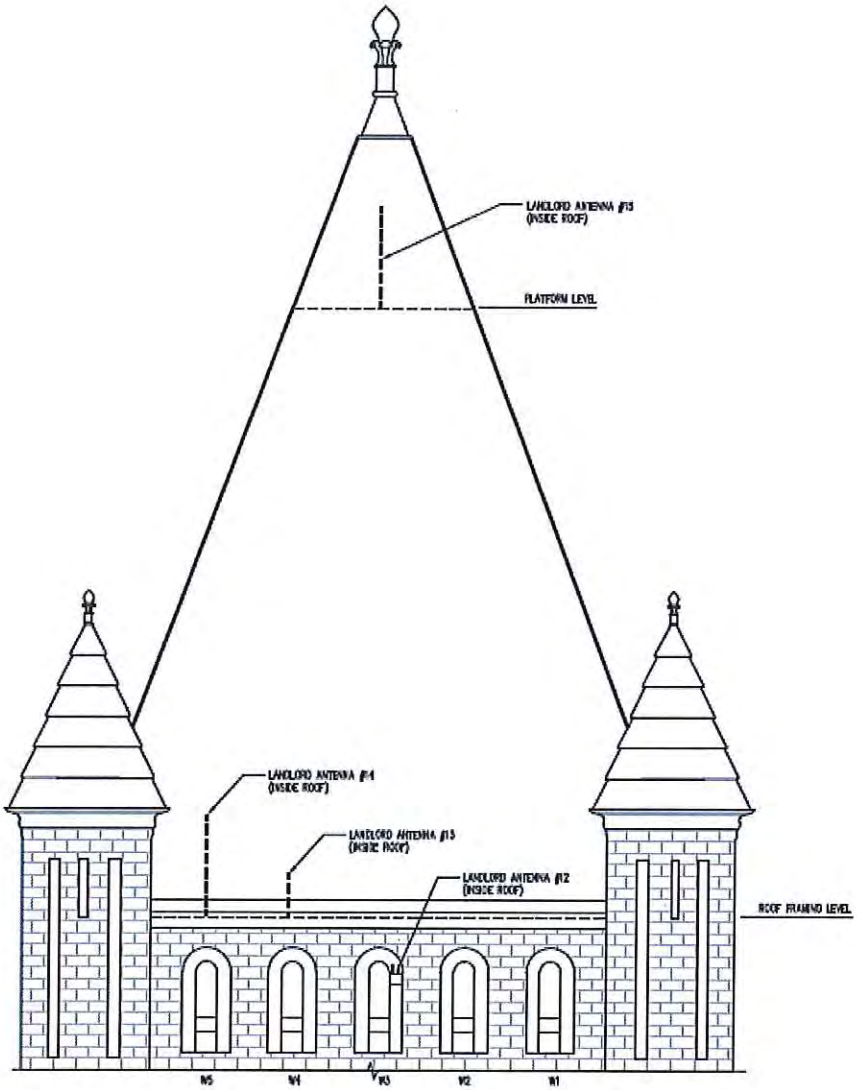
WASHINGTON, DC 20004

TITLE:
SOUTH CLOCK TOWER ELEVATION

PROJECT NO: 076	SHEET NO: L-1
DESIGNER: M.A.	ENGINEER: M.M.



WEST CLOCK TOWER ELEVATION (1 / L-5)

SCALE: 1/8"=1'-0"

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SUBMITTALS		
DATE	DESCRIPTION	REV.
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07-02-13	LEASE EXHIBIT	
07-04-13	LEASE EXHIBIT	
07-10-13	LEASE EXHIBIT	
07-23-13	LEASE EXHIBIT	

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WASHINGTON, DC 20004

TITLE:
WEST CLOCK TOWER ELEVATION

PROJECT NO: 076	SHEET NO: L-5
DESIGNER: M.A.	ENGINEER: M.M.

EQUIPMENT	WINDOW (POSITION IN WINDOW)	PERCENT OF WINDOW SPACE
ANTENNA #1	N1 UPPER PART	35%
CAMERA #2	N5 LOWER PART	30%
ANTENNA #3	E1 UPPER PART	25%
ANTENNA #4	S1 UPPER PART	15%
ANTENNA #5	S1 UPPER PART	15%
ANTENNA #6	S3 UPPER PART	35%
ANTENNA #7	S4 UPPER PART	10%
ANTENNA #8	S4 UPPER PART	10%
ANTENNA #9	S5 LOWER PART	15%
ANTENNA #10	S5 LOWER PART	15%
ANTENNA #11	S5 LOWER PART	20%

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07-10-13	LEASE EXHIBIT	
07-25-13	LEASE EXHIBIT	

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TITLE:
WINDOW SPACE ALLOCATION TABLE

PROJECT NO: 076	SHEET NO: L-6
DESIGNER: M.A.	ENGINEER: M.M.

SCHEDULE D

ADDITIONAL OBLIGATIONS FOR A SUBSEQUENT LANDLORD

In the event that Landlord at any time sells, conveys, assigns, grants or transfers, its interest in the Premises (each of which shall be subject to Article 16 of this Lease), the obligations listed on this Schedule D shall be binding on the transferee, its successors and assigns, and any of Landlord's lenders, and this Lease shall be amended pursuant to the instructions contained herein.

1) In Section 1.1, delete the defined term "Contract Disputes Act" and the corresponding definition, and all references in the Lease to such term.

2) In Section 11.4, replace "Intentionally Omitted" with "Notwithstanding anything in the Lease to the contrary, Tenant shall not be responsible for payment of Landlord's corporate franchise taxes, unemployment compensation taxes, payroll taxes, profit taxes, local, state and federal, personal, partnership or corporate income taxes measured by the gross or net income of Landlord from all sources, capital levy, succession, gift, inheritance, estate or transfer taxes, franchise or capital stock taxes or any payments on account of interest or principal under any mortgage or deed of trust, which shall be a lien on the fee of the Premises."

3) In Section 11.5, replace the last sentence with the following: "Landlord shall not be required to join in any proceeding referred to in this Section 11.5 unless the provisions of any Laws and Regulations at the time in effect shall require that such proceedings be brought by and/or in the name of Landlord or any owner of the Premises, in which event Landlord shall join such proceedings or permit the same to be brought in its name. Landlord shall not be subject to any liability for the payment of any costs or expenses in connection with any such proceedings, and Tenant will indemnify and save harmless Landlord from any such costs and expenses."

4) Delete the last sentence of Section 27.2(a).

5) In Section 37.1, delete:

"If Landlord receives a request for Confidential Information pursuant to FOIA, Landlord will promptly notify Tenant of such request and shall follow its procedures for processing FOIA request for confidential commercial or financial information in accordance with the standards set forth in 41 CFR Part 105-60 as it may be amended or any successor regulation. Notwithstanding the foregoing, Tenant agrees to provide to Landlord a proposed redacted version (in accordance with FOIA) of this Lease within fifteen (15) days of execution of this Lease. Tenant understands and agrees that Landlord may make public such redacted version of this Lease. From time to time thereafter, within fifteen (15) days of request by Landlord, Tenant will have the option to provide to Landlord a proposed redacted version (in accordance with FOIA) of any other document related to the Premises as requested."

6) Delete Section 37.20, Governmental Role of Landlord, in its entirety and replace it with "Intentionally Omitted."

7) Delete Section 37.23, Equal Employment Opportunity, in its entirety and replace it with "Intentionally Omitted."

8) Delete Section 37.25, Davis Bacon, in its entirety and replace it with "Intentionally Omitted."

SCHEDULE E

CRITERIA

FOR PURPOSES OF THE MINIMUM OPERATING STANDARD*

(b) (4)

[redacted]

*At the request of either party, this list shall be updated upon mutual agreement of the parties.

SCHEDULE F

HOTEL BRANDS

FOR PURPOSES OF THE MINIMUM OPERATING STANDARD*

(b) (4)

[redacted]

*At the request of either party, this list shall be updated upon mutual agreement of the parties.

SCHEDULE G

CRITERIA FOR THE PURPOSES OF THE OTHER STANDARD

[redacted]

(b) (4)

SCHEDULE H

PROHIBITED USES

Yard and lawn equipment store (this shall not include any display of such equipment for marketing, promotion, entertainment or similar purposes or sale of such equipment as a secondary product at a store with a Permitted Use, which shall be permitted)

Marketplace of independent merchants selling low quality merchandise (i.e., a flea market)

All gaming and gambling of any kind, including but not limited to, a casino, kiosks, machines and parlors for gaming and sports betting (whether online or not); provided however, (x) Tenant shall be permitted to provide and allow for short-term gaming and gambling type events benefitting charitable organizations and (y) Hotel guests and other occupants may engage in online gaming and sports betting using personal electronic devices

Adult-Oriented entertainment (with the exception of entertainment provided by means of in room entertainment systems or viewed by guests using personal electronic devices) including

- Gentlemen's Club,
- Topless Cabaret
- All Male Revue

Sex Oriented Businesses – including

- Escort Services
- Erotic Clothing / Equipment and Sex Toys
- Condom Stores

Adult Video Store and/or Adult Book Store

Establishments that primarily provide dental care on credit

Secondhand furniture or clothing stores (with the exception of antique stores and auctioneers of fine and decorative furnishings and clothing)

Blood Bank (excluding short-term blood drives benefitting organizations such as, but not limited to, the American Red Cross, which shall be permitted)

Discount Layaway Jewelry

Sellers of illegal drugs or narcotics and paraphernalia relating thereto

Pawn Shops

Bail Bondsmen

Auto supply stores

Public Laundromat

Army and Navy Surplus Store

Tattoo Parlor

Fish & Bait Shop

Dollar Store

SCHEDULE I

(b) (4)

[redacted]