Preserving America's Heritage

May 22, 2013

Ms. Nancy Witherell
Regional Historic Preservation Officer
National Capital Region
U.S. General Services Administration
301 7th Street, SW, Room 2020
Washington, D.C. 20407

Ref: *Proposed Lease and Redevelopment of the Old Post Office, Washington, D.C.*

Dear Ms. Witherell:

The Advisory Council on Historic Preservation (ACHP) has signed the Programmatic Agreement (PA) for the referenced program, and has enclosed a copy for your records. By carrying out the terms of the PA, the U.S. General Services Administration (GSA) will fulfill their responsibilities under Section 106 of the National Historic Preservation Act and the regulations of the ACHP.

We commend the GSA for working closely with the District of Columbia State Historic Preservation Officer (SHPO), the National Park Service, the National Capital Planning Commission, and other consulting parties, on this PA.

We have copied Ms. Beth Savage, Director, Center for Historic Buildings and GSA Federal Preservation Officer, and Mr. David Maloney, SHPO, on this letter to notify them that this PA has been fully executed. If we may be of further assistance as the PA is implemented, please contact Ms. Kirsten Kulis, GSA Liaison. She may be reached by telephone at (202) 606-8517 or via electronic mail at kkulis@achp.gov.

Sincerely,

Caroline D. Hall
Assistant Director
Office of Federal Agency Programs
Federal Property Management Section

Enclosure

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

Dorothy Robyn

By: Date: May 16, 2013

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

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WASHINGTON, D.C.

GENERAL SERVICES ADMINISTRATION

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

By: Date: 5/16/2013

David J. Maloney
State Historic Preservation Officer

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WASHINGTON, D.C.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: John M. Fowler Date: 5/23/13

John M. Fowler
Executive Director

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NATIONAL CAPITAL PLANNING COMMISSION

By: 5/16/2013 Date:

Marcel C. Acosta
Executive Director

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WASHINGTON, D.C.

NATIONAL PARK SERVICE

By: Robert A. Vogel Date: 5/21/13

Robert A. Vogel
Superintendent

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WASHINGTON, D.C.

TRUMP OLD POST OFFICE LLC

By: _____ Date: 5/17/13

Ivanka Trump
Executive Vice President

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WASHINGTON, D.C.

CONCURRING, DC PRESERVATION LEAGUE

By: Rebecca Miller Date: 04/05/2013

Rebecca Miller
Executive Director

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WASHINGTON, D.C.

CONCURRING, COMMITTEE OF 100 ON THE FEDERAL CITY

Nancy J. MacWood 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