



March 23, 2017

**Via Overnight Delivery and Email**

Trump Old Post Office LLC  
c/o The Trump Organization  
725 Fifth Avenue, 25th Floor  
New York, New York 10022  
Attn: Donald J. Trump, Jr.

Re: Response to letters dated February 17, 2017 and March 20, 2017

Dear Mr. Trump,

On February 17, 2017, Trump Old Post Office LLC ("Tenant") submitted a letter to my attention as the Contracting Officer of Lease Number GS-LS-116-1307 ("Lease" or "OPO Lease"), setting forth Tenant's position on how its organizational structure complies with Section 37.19 of the Lease. *See* Exhibit 1.B. Tenant submitted a follow-up letter on March 20, 2017. *See* Exhibit 1.C.

To date, most of the review and reporting on Section 37.19 has focused on only a few select words, and reached simplistic "black and white" conclusions regarding the meaning and implications of the clause. However, it has been less widely reported that other legal professionals and former government contracting officials have reviewed the language and come to different conclusions.<sup>1</sup> As you are well aware, the parties have devoted considerable time and effort to more fully understand one another's position. Our discussions have been consistent with the expressed policy of the Government to make reasonable efforts to attempt to resolve issues at the Contracting Officer level. I thank you and your organization for more fully explaining Tenant's current organizational structure, your views on the Lease, and otherwise being accessible and responsive to our requests. In particular, I appreciate your willingness to enact additional changes to Tenant's internal operating agreement as discussed below in Section II.

Based on my review of the Lease, discussions with Tenant, and documents submitted by Tenant, I have determined that Tenant is in full compliance with Section 37.19 and, accordingly, the Lease is valid and in full force and effect. In addition, as requested in your March 20 letter, and in furtherance of Section 17.1(a) of the Lease, I have executed an Estoppel Certificate, which is attached hereto as Exhibit 1.

---

<sup>1</sup> *See, e.g., Isaac Arnsdorf, Trump could keep D.C. hotel despite conflict of interest, Politico, at <http://www.politico.com/story/2016/12/trump-could-keep-dc-hotel-despite-conflict-of-interest-232144> (Dec. 3, 2016).*

## **I. BACKGROUND**

At the time the Lease was executed, the Old Post Office and Annex Building ("OPO") was a wasting asset. The building is arguably one of the most significant historic assets in the General Services Administration's ("GSA") portfolio of public buildings. Despite its importance, however, GSA was unable to make the capital investments in the building to preserve its historic integrity, let alone put it to its highest and best use. Under the Lease, in excess of \$200 million of private financing has been invested into the building, its historic integrity has been restored, and the wasting asset is now being put to productive use. *See* Exhibit 1.B.

Even prior to actually opening the hotel and generating any revenues, Tenant began making payments to GSA under the Lease in the amount of \$250,000 per month. By the time of the hotel's official opening, GSA and the taxpayers had already received approximately \$5.1 million. Thus, the Lease turned a building that had been costing taxpayers millions of dollars per year into a revenue-generating asset. *See* Exhibit 1.B.

### **A. MAJOR MILESTONES PRIOR TO THE NOVEMBER 2016 ELECTION**

The Old Post Office Building Redevelopment Act of 2008 (P.L. 110-359) ("Act") directed the Administrator of General Services to provide for the redevelopment of the OPO. Accordingly, on March 24, 2011, GSA sought proposals for the redevelopment from the private sector. After reviewing and evaluating proposals, GSA announced the selection of Tenant as the preferred selected developer on February 7, 2012. GSA and Tenant then entered into discussions to negotiate the terms and conditions of the Lease. After concluding the negotiations, GSA submitted a report to Congress setting forth the material terms and conditions of the Lease. Following expiration of the Congressional review period established under the Act, the parties executed the Lease on August 5, 2013. In short, Tenant sought to redevelop the OPO into an approximately 263 key hotel and include a Congress Bells Galley or museum, multiple restaurants, specialty retail spaces, a spa in the main OPO Building with a grand ballroom and meeting facilities planned for the adaptive re-use of the Annex.

On May 31, 2014, GSA delivered exclusive possession of the premises to Tenant, and on August 12, 2014, GSA issued a notice to proceed, which authorized Tenant to begin construction. *See* Exhibits 2 & 3. On September 12, 2016, GSA provided a temporary certificate of occupancy to allow Tenant to conduct a "soft opening." *See* Exhibit 4. The official opening date of the hotel occurred on October 26, 2016, and it has been in continuous operation since that date. *See* Exhibit 5.

### **B. COMMUNICATIONS BETWEEN GSA AND TENANT AFTER THE NOVEMBER 2016 ELECTION**

On November 8, 2016, Donald J. Trump was elected President of the United States. On January 20, 2017, Mr. Trump was sworn into office as the 45th President. Almost immediately following the election, GSA began fielding questions about Section 37.19 of the Lease, which provides as follows:

No member or delegate to Congress, or elected official of the Government of the United States or the Government of the District of Columbia, shall be admitted to any share or part of this Lease, or to any benefit that may arise therefrom; provided, however, that this provision shall not be construed as extending to any Person who may be a shareholder or other beneficial owner of any publicly held corporation or other entity, if this Lease is for the general benefit of such corporation or other entity.

In response, GSA publicly maintained in various statements that "no determination regarding the Old Post Office can be completed until the full circumstances surrounding the President-elect's business arrangements have been finalized and he has assumed office." To that end, on December 16, 2016, Tenant submitted a letter to GSA advising that:

Donald J. Trump...intends to assign all of his interests in Trump Old Post Office Member Corp to DJT Holdings Managing Member LLC....We anticipate the Transfer to be consummated no earlier than January 1, 2017....The Trust is a...Trust for the primary benefit of Mr. Trump. An executed copy of the document consummating the Transfer will be provided to you after the Transfer has been consummated.

Exhibit 6. Thus, although Tenant provided an indication of its future intentions, Tenant's future business structure was not yet finalized.

Shortly thereafter, on December 29, 2016, Tenant submitted another letter advising GSA that

...the Ivanka Trump Revocable Trust...may transfer its interest in Ivanka OPO LCC to another trust (the "IT Transfer"). In the event it occurs, we anticipate the IT Transfer to be consummated before January 20, 2017....For your reference, attached hereto as Exhibit A is a true and correct Organizational Chart as of the date hereof, and attached hereto as Exhibit B is the Organizational Chart that will be true and correct following the consummation of both the IT Transfer (if it occurs) and the Transfer referenced in that certain notice letter sent by Tenant to Landlord on December 16, 2016.

Exhibit 7 (emphasis in original). Thus, much like the December 16 letter, the December 29 letter left Tenant's future business structure uncertain.

On January 10, 2017, GSA acknowledged receipt of the December 16 and December 29 letters and noted: "We look forward to receiving the final documents that explain the transfers and new organizational structure of Tenant. Please advise as to when we might expect to be in receipt of same...." Exhibit 8. The next day, on January 11, 2017, Tenant informed GSA by letter as follows:

In connection with my letter to you dated December 16, 2016, regarding the transfer by Donald J. Trump of his interest in Trump Old Post Office Member

Corp to DJT Holdings Managing Members LLC (the "Transfer"), as requested, attached hereto as Exhibit A is a copy of the current Organizational Chart, and attached hereto as Exhibit B is a copy of the Organizational Chart that will be current following consummation of such Transfer. As discussed, we anticipate the Transfer to be consummated on January 19, 2017, at which time we will send you a copy of the executed transfer document.

Exhibit 9 (emphasis in original).

On January 23, 2017, Tenant notified GSA by letter that, "The transfer by Donald J. Trump of his interests in Trump Old Post Office Member Corp to DJT Holdings Managing Member LLC was consummated on January 19, 2017." Exhibit 10. In response, GSA acknowledged receipt of the prior correspondence "regarding the various transfers of interest...and the new organizational structure" and requested a meeting "to discuss the provided information in more detail." Exhibit 11.

On January 31, 2017, representatives from GSA and Tenant met to discuss the various documents depicting Tenant's revised organizational structure. Later that same day, Tenant provided GSA with additional documents regarding Tenant's management and ownership structure. *See* Exhibit 12. On February 7, 2017, Tenant, through its attorneys, made additional documents available to GSA representatives for review. On February 9, 2017, GSA received additional documents from Tenant. *See* Exhibit 13.

After reviewing the additional documentation, GSA issued a letter to Tenant dated February 10, 2017, seeking confirmation of GSA's understanding of Tenant's business structure and requesting that Tenant provide a formal written submission addressing how its organizational structure complies with the Lease. *See* Exhibit 1.A. On February 15, 2017, GSA received additional documents from Tenant. *See* Exhibit 14. On February 17, 2017, Tenant provided its written submission and concluded by stating that "[t]o the extent that GSA has any remaining concerns, Tenant stands ready to continue our dialogue and address those concerns." *See* Exhibit 1.B. With a few minor exceptions, Tenant confirmed GSA's understanding of the business structure. *See id.*

On March 3, 2017, GSA issued a letter to Tenant requesting a meeting to discuss GSA's remaining concerns. *See* Exhibit 15. Representatives from GSA and Tenant met in person on March 7, 2017, and again on March 15, 2017. On March 20, 2017, Tenant provided a follow-up submission containing further analysis and information. *See* Exhibit 1.C.

### **C. TENANT'S CURRENT ORGANIZATIONAL STRUCTURE**

Tenant confirmed that the following individuals and/or entities have an ownership interest in Tenant:

- DJT Holdings LLC
- DJT Holdings Managing Member LLC

- Don OPO LLC
- Donald J. Trump Revocable Trust
- Donald J. Trump, Jr. Revocable Trust
- Eric OPO LLC
- Eric Trump Revocable Trust
- Ivanka OPO LLC
- Ivanka Trump Revocable Trust
- Trump Old Post Office LLC
- Trump Old Post Office Member Corp.

See Exhibit 1.B. Tenant further confirmed GSA's understanding of the various members in each of the entities is as more fully set forth below. See *id.*

**The members of Trump Old Post Office LLC, a Delaware limited liability company, are as follows:**

<u>Name</u>	<u>Status</u>
DJT Holdings LLC	Member
Ivanka OPO LLC	Member
Don OPO LLC	Member
Eric OPO LLC	Member
Trump Old Post Office Member Corp	Managing Member

**Non-Individual Direct and Indirect Members of Tenant:**

The members of DJT Holdings LLC, a Delaware limited liability company, are as follows:

<u>Name</u>	<u>Status</u>
DJT Holdings Managing Member LLC	Managing Member
Donald J. Trump Revocable Trust	Member

The members of DJT Holdings Managing Member LLC, a Delaware limited liability company, are as follows:

<u>Name</u>	<u>Status</u>
Donald J. Trump Revocable Trust	Sole Member

The members of Ivanka OPO LLC, a Delaware limited liability company, are as follows:

<u>Name</u>	<u>Status</u>
Ivanka Trump Revocable Trust	Sole Member

The members of Don OPO LLC, a Delaware limited liability company, are as follows:

<u>Name</u>	<u>Status</u>
Donald J. Trump, Jr. Trump Revocable Trust	Sole Member

The members of Eric OPO LLC, a Delaware limited liability company, are as follows:

<u>Name</u>	<u>Status</u>
Eric F. Trump Revocable Trust	Sole Member

The members of Trump Old Post Office Member Corp., a Delaware corporation, are as follows:

<u>Name</u>	<u>Status</u>
DJT Holdings Managing Member LLC	Member
Ivanka OPO LLC	Member
Don OPO LLC	Member
Eric OPO LLC	Member

In accordance with the operating agreements of the limited liability companies listed above, profits, losses, and other cash distributions are allocated among the members in accordance with their respective percentage interests in the entity. *See* Exhibits 1.A-C & 13. In addition, the limited liability companies listed above maintain capital accounts for each of the members. *See id.* As noted in Section II below, Tenant has revised its internal operating agreement to prevent certain distributions to DJT Holdings LLC and the accumulation of funds in the capital account for DJT Holdings LLC. *See* Exhibit 1.C.

#### **The Officers, Directors, and Managers**

President Trump is not an officer, director, manager, employee, or other official in any of the entities listed above. *See* Exhibits 1.A & 12. Moreover, President Trump resigned from each and every office and position held in any of the entities listed above. *See id.*

#### **The Donald J. Trump Revocable Trust**

The property of the Donald J. Trump Revocable Trust ("Trust") includes a membership interest in DJT Holdings LLC and DJT Holdings Managing Member LLC. In turn, DJT Holdings Managing Member LLC holds an interest in Trump Old Post Office Member Corp., which holds an interest in Tenant. Further, DJT Holdings LLC holds a membership interest in Tenant.<sup>2</sup> As noted above, profits, losses, and other cash distributions are allocated among the members of the various limited liability companies in accordance with their respective percentage interests in the entity.

Donald J. Trump, Jr. is the Trustee of the Trust, Allen Weisselberg is the Business Trustee of the Trust, and Eric F. Trump is the Chairman of the Advisory Board of the Trust. *See* Exhibits 1.A-

<sup>2</sup> These various holding companies hold interests in hundreds of companies and not solely Trump Old Post Office LLC. *See* Exhibit 1.B.

C & 14. One of the responsibilities of the trustees of the Trust is to hold and administer the trust property. *See id.* In this regard, the Trust includes specific instructions to the Trustees regarding payment of income and principal to President Trump. *See id.* As set forth in the Certification of Trustee, “[t]he Trustees shall distribute net income or principal to Donald J. Trump at his request, as the Trustees deem necessary for his maintenance, support or uninsured medical expenses, or as the Trustees otherwise deem appropriate.” *See Exhibit 14.* Despite this seemingly broad language, as noted in Section II below, Tenant has revised its internal operating agreement to prevent “distributions to DJT Holdings LLC [] or to any other entity in which President Trump has a direct, indirect or beneficial interest.” *See Exhibit 1.C.*

## **II. FURTHER INSTITUTIONAL MEASURES INSTITUTED BY TENANT**

As discussed in its letter dated March 20, 2017, Tenant has executed an amendment to its internal operating agreement to primarily address three important issues. *See Exhibit 1.C.* First, during the duration of President Trump’s term in office, “Tenant will not make any distributions to DJT Holdings LLC [] or to any other entity in which President Trump has a direct, indirect or beneficial interest.” *Id.* As noted above in Section I.C, DJT Holdings LLC has a membership interest in Tenant and, further, the Donald J. Trump Revocable Trust has a membership interest in DJT Holdings LLC. The changes in the operating agreement effectively prohibit distributions from Trump Old Post Office LLC to DJT Holdings LLC which, in turn, prevents any further distribution from DJT Holdings LLC to the Donald J. Trump Revocable Trust. In other words, during his term in office, the President will not receive any distributions from the Trust that would have been generated from the hotel.

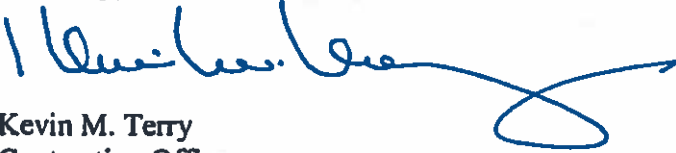
Second, as further explained by Tenant, amounts that would have been distributed to DJT Holdings LLC will instead be credited to the unrecovered capital contribution account of DJT Holdings LLC and “treated as capital contributions to Tenant.” *Id.* In plain terms, what this means is that the funds will remain in Trump Old Post Office LLC instead of being distributed to DJT Holdings LLC. In addition, “DJT Holdings LLC will not earn any return on such amounts.” *Id.*

Third, regarding the capital contributions, “Tenant may only use the funds for business activities and purposes....” *Id.* Again, in simple terms, what this accomplishes is that the funds generated by the hotel will not flow to the President through DJT Holdings LLC. Rather, the funds will be “used to support and enhance the business of Tenant [and] operation of the hotel.” *Id.*

**III. CONCLUSION**

Based on my review of the Lease, discussions with Tenant, and documents submitted by Tenant, I have determined that Tenant is in full compliance with Section 37.19 and, accordingly, the Lease is valid and in full force and effect.

Sincerely,



Kevin M. Terry  
Contracting Officer

cc: Eric F. Trump (via email)  
Alan Garten, Esq. (via email)  
Sheri Dillon, Esq. (via email)





# Exhibit 1

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)





**LANDLORD'S ESTOPPEL CERTIFICATE**

**PROPERTY:** The parcels of land owned by Landlord, located in the District of Columbia, at 1100 Pennsylvania Avenue, N.W., as more fully described in the Lease

**LEASE:** Ground Lease, dated as of August 5, 2013, by and between Landlord and Tenant (as amended, the "Lease")

**LANDLORD:** United States of America, acting by and through the Administrator of General Services (together with its permitted successors under the Lease, "Landlord")

**TENANT:** Trump Old Post Office LLC, a Delaware limited liability company (together with its permitted successors under the Lease, "Tenant")

---

The purpose of this certificate is to confirm the current status of matters relating to Section 37.19 of the Lease.

1. Capitalized terms used but not defined herein shall have the meaning given to them in the Lease.
2. A true, complete, and correct copy of Landlord's letter dated February 10, 2017, is attached hereto as Exhibit A;
3. A true, complete, and correct copy of Tenant's letter dated February 17, 2017, is attached hereto as Exhibit B;
4. A true, complete, and correct copy of Tenant's letter dated March 20, 2017, is attached hereto as Exhibit C;
5. This Estoppel Certificate is included as Exhibit 1 to Landlord's letter dated March 23, 2017;
6. With respect to Section 37.19 of the Lease, Landlord hereby finds that Tenant is in full compliance with Section 37.19 and, accordingly, the Lease is valid and in full force and effect as of the date hereof. Further, the Lease will not cease to be in full force and effect in the future solely because the parties agree to modify or amend the Lease in the normal course of business. *See, e.g.,* Lease at Section 37.5 ("This Lease may be modified only by an agreement in writing signed by each of the parties.")

7. Landlord acknowledges that this Estoppel Certificate and the statements therein may be conclusively relied upon by Tenant.
8. The person executing this Estoppel Certificate on behalf of Landlord has the full right, power and authority to execute and deliver this Estoppel Certificate as Landlord's act and deed and to bind Landlord hereto.
9. This Estoppel Certificate is null and void if Tenant changes the modifications to the operating agreement (as set forth in Tenant's letter dated March 20, 2017) without the written approval of Landlord.

Date: March 23, 2017

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

By: 

Kevin Terry  
Senior Realty Contracting Officer  
U.S. General Services Administration  
National Capital Region

**-END-**



# Exhibit 1.A

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)





February 10, 2017

Via E-Mail and Overnight Delivery

Trump Old Post Office LLC  
c/o The Trump Organization  
725 Fifth Avenue, 25th Floor  
New York, New York 10022  
Attn: Donald J. Trump, Jr.

Re: Ground Lease, dated as of August 5, 2013, by and between the United States of America, acting by and through the Administrator of General Services, and Trump Old Post Office LLC (as amended, the "Lease")<sup>1</sup>

Dear Mr. Trump:

As you are aware, Section 37.19 of the Lease provides, in full, as follows:

*No member or delegate to Congress, or elected official of the Government of the United States or the Government of the District of Columbia, shall be admitted to any share or part of this Lease, or to any benefit that may arise therefrom; provided, however, that this provision shall not be construed as extending to any Person who may be a shareholder or other beneficial owner of any publicly held corporation or other entity, if this Lease is for the general benefit of such corporation or other entity.*

Questions regarding the applicability of the above-quoted section of the Lease to Donald J. Trump and Trump Old Post Office LLC ("Tenant") have been, and continue to be, raised. GSA previously issued a public statement on the matter providing that "no determination regarding the Old Post Office can be completed until the full circumstances surrounding the President-elect's business arrangements have been finalized and he has assumed office."

On January 20, 2017, Mr. Trump was sworn into office as the 45<sup>th</sup> President of the United States. GSA has continued to publicly state that no determination has yet been made with respect to Section 37.19 of the Lease as it pertains to Tenant and President Trump, and that the agency is committed to making a determination regarding the matter as expeditiously as possible after obtaining a full and complete understanding of Tenant's current organizational structure, including the interests of President Trump. To that end, I thank you and your organization for meeting with us to more fully explain Tenant's current organizational structure, and otherwise being accessible and responsive to our requests for access to documents demonstrating Tenant's current structure. GSA appreciates your cooperation in this matter.

<sup>1</sup> Capitalized terms used but not defined herein shall have the meaning given to them in the Lease.

The purpose of this letter is to summarize GSA's understanding of Tenant's current organizational structure based on our recent meetings and review of documents, and to request a written submission from Tenant setting forth your position regarding your current compliance with the Lease, specifically Section 37.19.

For purposes of convenience, our current understanding of Tenant's organization structure is set forth below.

**The Ownership Interests in Trump Old Post Office LLC**

GSA understands that the following individuals and/or entities have an ownership interest in Trump Old Post Office LLC:

- DJT Holdings LLC
- DJT Holdings Managing Member LLC
- Don OPO LLC
- Donald J. Trump Revocable Trust
- Donald J. Trump, Jr. Revocable Trust
- Eric OPO LLC
- Eric Trump Revocable Trust<sup>2</sup>
- Ivanka OPO LLC<sup>3</sup>
- Ivanka OPO Hotel Manager LLC
- Ivanka Trump Revocable Trust
- Trump Old Post Office LLC
- Trump Old Post Office Member Corp.
- OPO Hotel Manager LLC<sup>4</sup>
- OPO Hotel Manager Member Corp.<sup>5</sup>

---

<sup>2</sup> As part of your response to this letter, we request that you confirm GSA's understanding that neither President Trump nor The Donald J. Trump Revocable Trust is a beneficiary or trustee of the Eric F. Trump Revocable Trust, Ivanka Trump Revocable Trust, or Donald J. Trump, Jr. Revocable Trust.

<sup>3</sup> GSA understands that Ivanka Trump's husband, Jared Kushner, has accepted a position with the current Administration. It is our further understanding that Mr. Kushner has, or will, file necessary confidential financial disclosure forms which, among other things, will include among his listed assets Ivanka Trump's interests in and flowing from Tenant. It is our further understanding that Mr. Kushner has, or will, recuse himself from participating in, among other things, any matters related to the Lease. Please confirm these understandings in your response to this letter.

<sup>4</sup> The OPO Hotel Manager LLC serves as the Operator, which is defined in the Lease to mean "the operator and manager of the operations of the Hotel." Lease, Article I. Please confirm GSA's understanding, as part of your response to this letter, that the OPO Hotel Manager LLC does not hold any ownership interest in Tenant.

<sup>5</sup> See Footnote 4.



We further understand that the ownership interest is as set forth in the following charts:

**The members of Trump Old Post Office LLC, a Delaware limited liability company, are as follows:**

<u>Name</u>	<u>Status</u>
DJT Holdings LLC	Member
Ivanka OPO LLC	Member
Don OPO LLC	Member
Eric OPO LLC	Member
Trump Old Post Office Member Corp	Managing Member

**Non-Individual Direct and Indirect Members of Tenant:**

The members of DJT Holdings LLC, a Delaware limited liability company, are as follows:

<u>Name</u>	<u>Status</u>
DJT Holdings Managing Member LLC	Managing Member
Donald J. Trump Revocable Trust	Member

The members of DJT Holdings Managing Member LLC, a Delaware limited liability company, are as follows:

<u>Name</u>	<u>Status</u>
Donald J. Trump Revocable Trust	Sole Member

The members of Ivanka OPO LLC, a Delaware limited liability company, are as follows:

<u>Name</u>	<u>Status</u>
Ivanka Trump Revocable Trust	Sole Member

The members of Don OPO LLC, a Delaware limited liability company, are as follows:

<u>Name</u>	<u>Status</u>
Donald J. Trump, Jr. Trump Revocable Trust	Sole Member

The members of Eric OPO LLC, a Delaware limited liability company, are as follows:

<u>Name</u>	<u>Status</u>
Eric F. Trump Revocable Trust	Sole Member

The members of Trump Old Post Office Member Corp., a Delaware corporation, are as follows:

<u>Name</u>	<u>Status</u>
DJT Holdings Managing Member LLC	Member
Ivanka OPO LLC	Member
Don OPO LLC	Member
Eric OPO LLC	Member

**OPO Hotel Manager LLC, a Delaware limited liability company, is the Operator, and its members are as follows:**

<u>Name</u>	<u>Status</u>
DJT Holdings LLC	Member
Ivanka OPO Hotel Manager LLC	Member
Don OPO Hotel Manager LLC	Member
Eric OPO Hotel Manager LLC	Member
OPO Hotel Manager Member Corp	Managing Member

**Non-Individual Direct and Indirect Members of OPO Hotel Manager LLC:**

The members of OPO Hotel Manager Member Corp, a Delaware corporation, are as follows:

<u>Name</u>	<u>Status</u>
DJT Holdings Managing Member LLC	Member
Ivanka OPO LLC	Member
Don OPO LLC	Member
Eric OPO LLC	Member

GSA understands that in accordance with the operating agreements of the limited liability companies listed above, profits, losses, and other cash distributions are allocated among the members in accordance with their respective percentage interests in the entity. GSA further understands that the limited liability companies listed above maintain capital accounts for each of the members.

**The Officers, Directors, and Managers**

We understand that President Trump is not an officer, director, manager, employee, or other official in any of the entities listed in Section I above. We further understand that President Trump resigned from each and every office and position held in any of the entities listed in Section I above.

**The Donald J. Trump Revocable Trust**

We understand that the property of the Donald J. Trump Revocable Trust ("Trust") includes interests in DJT Holdings LLC and DJT Holdings Managing Member LLC. We further

understand that the Trust has a membership interest in DJT Holdings LLC and DJT Holdings Managing Member LLC. In turn, DJT Holdings Managing Member LLC holds an interest in Trump Old Post Office Member Corp., which holds an interest in Tenant. Further, DJT Holdings LLC holds a membership interest in Tenant. As noted in Section I, profits, losses, and other cash distributions are allocated among the members of the various limited liability companies in accordance with their respective percentage interests in the entity.

We understand that Donald J. Trump, Jr. is the Trustee of the Trust, that Allen Weisselberg is the Business Trustee of the Trust, and that Eric F. Trump is the Chairman of the Advisory Board of the Trust. We understand that one of the responsibilities of the trustees of the Trust is to hold and administer the trust property. In this regard, we further understand that the Trustees shall distribute net income or principal to President Trump at his request, as the Trustees deem necessary for his maintenance, support or uninsured medical expenses, or as the Trustees otherwise deem appropriate.

**Confirmation of Understandings and Request for Written Statement**

Thank you again for your cooperation and access to documents that has enabled us to better understand Tenant's current organizational structure and develop the understandings set forth above.

Please provide a written statement to my attention on behalf of Tenant, no later than Friday, February 17, 2017, to address the following: (1) confirmation of GSA's understandings of Tenant's business structure as set forth above or, if applicable, any corrections thereto; and (2) Tenant's detailed position and analysis regarding its business structure and how Tenant is in full and complete compliance with the Lease, specifically Section 37.19. As part of the submission, please provide any and all documentation, not otherwise reflected in the understandings set forth above, reasonably necessary to support your position. To the extent Tenant is of the opinion that any such documentation should be protected from disclosure, please include an appropriate notation on the face of each document.

Please feel free to call me at (202) 708-4600 with any questions.

Sincerely,

*Kevin M. Terry* KEVIN TERRY 

Kevin M. Terry  
Contracting Officer

cc: Eric Trump (via email)  
Alan Garten, Esq. (via email)  
Sheri Dillon, Esq. (via email)





# Exhibit 1.B

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)



# Morgan Lewis

**Sheri A. Dillon**  
Partner  
+1.202.739.5749  
sdillon@morganlewis.com

February 17, 2017

VIA EMAIL

Mr. Kevin Terry  
U.S. General Services Administration  
301 7th Street SW  
Washington, DC 20407-0001

**Re: Response to letter dated February 10, 2017**

Dear Mr. Terry:

As you know, we are counsel to Trump Old Post Office LLC (“Tenant”) with respect to its August 5, 2013 ground lease (the “Lease”) with the United States of America (“Landlord”) for the property located at 1100 Pennsylvania Avenue NW, Washington, D.C., and more commonly known as the Old Post Office Building (the “OPO”). We are in receipt of your February 10, 2017 letter requesting that Tenant (i) confirm General Service Administration’s (“GSA’s”) understanding of Tenant’s business structure and (ii) provide support for its position that Tenant is in full compliance with Section 37.19 of the Lease.

To put this Lease in context, as an initial matter, we feel compelled to observe that, by any measure, the redevelopment of the OPO is an example of a great public-private partnership success. First and foremost, the project achieved the objectives spelled out by GSA in its Request for Proposals (“RFP”), namely, to leverage the expertise of the private sector to redevelop the OPO in a way that would be “most lucrative for the federal government while maintaining the historic nature of the building.”<sup>1</sup> Fulfilling that objective, the terms of the Lease agreed to by Tenant were superior to the terms offered by others in a spirited and transparent competitive bidding process; the project was completed on time and, as expected, is producing a significant financial return to the government through lease payments; and the project created hundreds of jobs, with as many as 429 workers being employed to design and construct the project, more than 300 people currently being employed at the Trump International Hotel (“Hotel”) and an additional 100

---

<sup>1</sup> See GSA Seeks to Redevelop D.C.’s Old Post Office, Effort will preserve historic landmark and add vitality to Pennsylvania Avenue, March 24, 2011 available at <https://www.gsa.gov/portal/content/246901>.

**Morgan, Lewis & Bockius LLP**

1111 Pennsylvania Ave., NW  
Washington, DC 20004-2541  
United States

📞 +1.202.739.3000  
📠 +1.202.739.3001

workers being employed by on-site third-party vendors. In short, we believe that the project has exceeded all expectations.

All of the above occurred before Donald J. Trump became President and the essential negotiations and project design were complete before he even announced that he would be a candidate for the Presidency. It is abundantly clear that the President's current position had no influence on GSA's selection of Tenant as the preferred developer of the OPO or the negotiation of the Lease.

Nevertheless, over the past several months, some have questioned whether Mr. Trump's assumption of the Office of President has caused Tenant to violate the "Interested Parties" clause contained in Section 37.19 of the Lease. Based on the application of well-settled principles of contract interpretation and our review of the plain language of the Lease itself, we believe there to be no merit to these claims. Our analysis of Section 37.19 is set forth herein, together with our confirmation and clarification of GSA's understandings of Tenant's business structure. Before addressing those matters, however, we would like to provide an overview of the background facts and how Tenant came to be admitted to the Lease.

## **I. Background Facts**

### **A. History of the Old Post Office Building**

Designed by Willoughby J. Edbrooke between 1891 and 1893, and completed in 1899, the OPO originally housed both the U.S. Post Office Department and the Washington City Post Office.<sup>2</sup> It was used as the city's main post office until circa 1914. After that, it was used by the federal government to house more than fifteen different federal agencies. Over the course of the next century, the OPO fell into substantial disrepair, and it was nearly torn down. However, through preservation efforts, the OPO instead achieved National Historic Landmark Status in 1973. Subsequently, Congress enacted legislation that allowed both government and commercial enterprise to share federally owned space. Thereafter, GSA entered into a lease with a private company that ultimately did not prove to be successful. In December 2000, GSA submitted to Congress a plan for redevelopment of the OPO; and, in 2004, GSA issued a Request for Expressions of Interest to redevelop the site, a process that was never successfully completed. Finally, in 2008, Congress passed the Old Post Office Building Redevelopment Act, Pub. L. No. 110-359, requiring GSA to proceed with the redevelopment of the OPO.

---

<sup>2</sup> For further information regarding the OPO's history, *see* Request for Proposals, Redevelopment of Old Post Office, Washington, D.C., March 24, 2011, U.S. General Services Administration, Public Buildings Service, National Capital Region (the "RFP") available at [https://www.fbo.gov/?s=opportunity&mode=form&id=984471c0564e5dcda6f63dd4d99ca3b6&tab=core&\\_cview=1](https://www.fbo.gov/?s=opportunity&mode=form&id=984471c0564e5dcda6f63dd4d99ca3b6&tab=core&_cview=1).



## B. GSA's Request for Proposals

In March 2011, GSA issued a 130-page RFP seeking a developer to restore, rehabilitate, preserve, manage and operate the OPO. The RFP did not mandate any particular use and noted that "GSA will rely on market-analysis based responses to its solicitation to help determine the highest and best use."<sup>3</sup> The RFP asked offerors to submit their best financial offer in a comprehensive and detailed proposal.<sup>4</sup>

In the end, 10 developers, including Tenant, chose to submit bids to GSA, though the identities of the bidders were not disclosed. All bids were due on July 20, 2011. On February 7, 2012, Tenant was selected as the preferred developer of the project. GSA selected Tenant's offer over the other bids because, as GSA explained, "[a]fter closely evaluating the submissions, GSA determined the Trump Organization proposal represented the strongest development team, best long term potential for the local community, and most consistent stream of revenue for the Federal Government."<sup>5</sup>

Upon announcing its selection, GSA reiterated that it was committed "to effectively and efficiently managing the Federal real estate footprint to achieve the best value for America's taxpayers and communities . . ."<sup>6</sup> According to GSA Public Buildings Service Commissioner Robert Peck, "[d]eciding to move forward with redeveloping this iconic property will save millions in taxpayer dollars. The tremendous response from the private sector allowed us to select a proposal that will provide a positive economic return for the Federal Government and better utilize a historic property on our nation's Main Street."<sup>7</sup>

On April 16, 2012, BP-Metropolitan Investors, LLC ("BPM") submitted a protest to GSA alleging that GSA unlawfully selected Tenant as the preferred developer of the OPO and that BPM should be given the opportunity to make its offer better. In denying BPM's request, GSA defended its decision and stated: "BPM's misunderstanding of the selection process reflects an erroneous business strategy for responding to the RFP. . . . [O]ther offerors, including Trump, recognized the importance of submitting their 'best' financial offer . . ."<sup>8</sup>

---

<sup>3</sup> RFP at 5.

<sup>4</sup> RFP at 13.

<sup>5</sup> See *GSA Selects the Trump Organization as Preferred Developer for DC's Old Post Office, Action leverages nearly \$200 million in private sector funds to restore and reuse a National Historic Landmark* (Feb. 7, 2012), <https://www.gsa.gov/portal/content/123671>.

<sup>6</sup> See *id.*

<sup>7</sup> *Id.*

<sup>8</sup> See GSA Letter to Cary Euwer re Agency Level Protest of BPM, Redevelopment of the Old Post Office (May 9, 2012), <https://assets.documentcloud.org/documents/2813391/Letter-to-BPM-Citing-Moore.pdf>.

GSA and Tenant then spent the next year and a half negotiating a detailed agreement for the building's redevelopment – specifying building usage, historic preservation requirements and details of the Federal Government's revenue stream.

### C. GSA and Tenant Execute the Ground Lease

On June 5, 2013, GSA announced it had completed negotiations on a 60-year ground lease with Tenant. Under the agreement, “\$200 million of private sector funds will be invested to restore the 114 year old federal building and convert it into a luxury mixed-use development -- Trump International Hotel, The Old Post Office, Washington D.C. -- that will serve the local community, preserve the facility, and save taxpayer dollars. The pending agreement now moves to Congress for a review period of 30 in-session days.”<sup>9</sup> GSA further explained that it selected The Trump Organization (“TTO”) as the preferred developer “after an open and robust competitive process. TTO’s offer was deemed the most compelling, and it included the strongest development team, provided long term benefits to the local community, and offered the best overall proposal to the federal government.”<sup>10</sup>

At the unveiling for the designs of the OPO on September 9, 2013, Dorothy Robyn, GSA’s Public Building Service Commissioner, remarked that “[t]oday, great stewardship means partnering with the private sector for a second renaissance of the Old Post Office. In the Trump Organization, we have found a partner who understands both the privileges and responsibilities of our historic assets—and who understands that historic preservation is good business. American taxpayers will see the savings directly, and they will be able to enjoy the restoration of a unique historical asset.”<sup>11</sup>

### D. Trump International Hotel Washington, D.C. Opens

On July 23, 2014, Tenant broke ground on the redevelopment of the OPO. And, in September 2016, Tenant opened the Hotel – two years ahead of schedule. Brought about in order to spur growth in downtown Washington D.C., the Hotel is a significant part of the revival of the Pennsylvania Avenue development corridor. When the OPO was owned and operated by the United States government, it cost taxpayers over \$6 million per year.<sup>12</sup> Now, the property generates over \$3 million in ground lease rent payments, in addition to

<sup>9</sup> See *GSA and Trump Organization Reach Deal on Old Post Office Lease, \$200 million deal to preserve historic landmark now goes to Congress* (June 5, 2013), <https://www.gsa.gov/portal/content/172963>.

<sup>10</sup> *Id.*

<sup>11</sup> See Dorothy Robyn, *GSA Completes Deal on Old Post Office*, GSABLOG (Sept. 11, 2013), <https://gsablogs.gsa.gov/gsablog/2013/09/11/gsa-completes-deal-on-old-post-office/>.

<sup>12</sup> See Briefing Memorandum from U.S. House of Representatives Committee on Transportation and Infrastructure to Members of the Subcommittee on Economic Development, Public Buildings and Emergency Management (Feb. 6, 2012), <http://archives.republicans.transportation.house.gov/Media/file/112th/EDPBEM/ED%20Briefing%20Memo%20%202-9-12.pdf>.

significant ancillary tax revenue and hundreds of permanent jobs. During the peak of the development period, there were 429 workers on site. Today, the Hotel directly employs over 300 workers and an additional 100 workers by means of on-site third-party vendors.

**E. Donald J. Trump is Elected President and Relinquishes Management of Tenant**

On November 8, 2016, Donald J. Trump was elected President of the United States. Immediately following his election, Mr. Trump undertook steps to separate himself from all positions of leadership and management of TTO. Among other steps taken, Mr. Trump conveyed all of his business and investment assets to The Donald J. Trump Revocable Trust, dated April 7, 2014, as amended (the "Trust") and resigned from all positions of authority with TTO and its affiliated companies, including Tenant. In his place, Mr. Trump appointed Allen Weisselberg and Donald J. Trump, Jr. as Trustees of the Trust, and Eric F. Trump as the Chairman of the Advisory Board of the Trust. Today, the Trustees are responsible for managing and administering the Trust's assets, including Tenant, and the Trust precludes the Trustees from providing any reports or information to Mr. Trump regarding the holdings or sources of income of the Trust.

**II. Tenant is In Full Compliance with Section 37.19 of the Lease**

Section 37.19 of the Lease provides:

No member or delegate to Congress, or elected official of the Government of the United States or the Government of the District of Columbia, *shall be admitted* to any share or part of this Lease, or to any benefit that may arise therefrom; provided, however, that this provision shall not be construed as extending to any Person who may be a shareholder or other beneficial owner of any publicly held corporation or other entity, if this Lease is for the general benefit of such corporation or other entity. (Emphasis added.)

**A. Section 37.19 Does Not Apply to Elected Officials Who Were Previously Admitted to the Lease**

The interpretation of a government contract begins with the plain language of the contract. *See Bell/Heery v. United States*, 739 F.3d 1324, 1331 (Fed. Cir. 2014).<sup>13</sup> This holds true for government leases as well as other agreements.<sup>14</sup> *See California Oregon Broadcasting v. United States*, 74 Fed. Cl. 394, 399 (2006).<sup>15</sup>

<sup>13</sup> *See also Coast Fed. Bank, FSB v. United States*, 323 F.3d 1035, 1038 (Fed. Cir. 2003); *Gould, Inc. v. United States*, 935 F.2d 1271, 1274 (Fed. Cir. 1991); *Anchor Sav. Bank FSB v. United States*, 121 Fed. Cl. 296, 310 (2015).

<sup>14</sup> Even the fact that parties may disagree about the meaning of contract language does not preclude a finding that the language is clear. *See Cmty. Plumbing & Heating Co. v. Kelso*, 987 F.2d 1575, 1579 (Fed. Cir.

By its express terms, Section 37.19 is prospective as it proscribes a future (post-Lease execution) event. The specific event that it proscribes is *admitting* an elected official to “any share or part of th[e] Lease, or to any benefit that may arise therefrom.”

The plain dictionary definition of “admit” is “to allow entry”; “to give entrance or access.” *Merriam Webster’s Collegiate Dictionary* 15 (10th ed. 1993).<sup>16</sup> Admit, as used in Section 37.19, refers to a singular transaction or act. Shall is prospective: It is “used to express what is inevitable or what seems likely to happen in the future” or “used to express simple futurity.” *Id.* at 1076 (emphasis added).<sup>17</sup> Thus, Section 37.19 does *not* prohibit an elected official from sharing or benefitting from the Lease. It prohibits an elected official from *being admitted* to a share or benefit of the Lease (with certain exceptions discussed below).

As is clear from the factual background set forth above, the act of admitting Tenant, and thus as an indirect beneficial owner of Tenant,<sup>18</sup> Mr. Trump, to a share or a benefit of the Lease occurred when the Lease was executed, long before he became an elected official. Any interpretation of Section 37.19 that precludes a lessee or owner of a lessee, previously admitted to a share or a benefit of the Lease, from continuing to enjoy that share or benefit would render the operative verb – admitted – superfluous, and would substitute “share” and “benefit” as the operative verbs, even though Section 37.19 uses those terms as nouns.<sup>19</sup> Such an interpretation would be beyond the pale of plain meaning.<sup>20</sup>

---

1993); *Bell/Heery v. United States*, 106 Fed. Cl. 300, 309 (2012), *aff’d* 739 F.3d 1324 (Fed. Cir. 2014); *W. Bay Builders, Inc. v. United States*, 85 Fed. Cl. 1, 14 (2008).

<sup>15</sup> See also *Frazier v. United States*, 67 Fed. Cl. 56, 60 (2005).

<sup>16</sup> “[I]nterpretive tools such as dictionaries are frequently used by courts to determine the meaning of a document’s phrase or provision.” *Travelers Casualty & Surety Co. v. United States*, 75 Fed. Cl. 696, 708-09 (2007); see also *Anchor Sav. Bank*, 121 Fed. Cl. at 311.

<sup>17</sup> Accord *Black’s Law Dictionary* 1585 (10th ed. 2014) (“shall” means “will (as a future-tense verb)”) (emphasis added); *Gillette Co. v. “42” Prod. Ltd.*, 396 F.2d 1001, 1005 (C.C.P.A. 1968) (concurring opinion) (shall is a prospective term).

<sup>18</sup> Mr. Trump holds an indirect interest in Tenant, as beneficiary of the Trust. The Trust holds an interest in DJT Holdings LLC and DJT Holdings Managing Member LLC, both of which hold interests in Tenant.

<sup>19</sup> “[P]rovisions of a contract must be so construed as to effectuate its spirit and purpose . . . an interpretation which gives a reasonable meaning to all of its parts will be preferred to one which leaves a portion of it useless, inexplicable, inoperative, void, insignificant, meaningless, superfluous, or achieves a weird and whimsical result.” *Gould, Inc.*, 935 F.2d at 1274 (quoting *Arizona v. United States*, 216 Ct. Cl. 221 (1978)).

<sup>20</sup> Even if Section 37.19 were susceptible to another reading, settled rules of contract interpretation would require that any latent ambiguity be construed against the government as the drafter of the provision under the doctrine of *contra proferentem*. *Metric Constructors, Inc. v. Nat’l Aeronautics & Space Admin.*, 169 F.3d 747, 754 (Fed. Cir. 1999); see also *Chapman Law Firm, LPA v. United States*, 103 Fed. Cl. 28, 44 (2012) (“The doctrine of *contra proferentem* favors accepting [the non-drafting party’s] interpretation of the disputed, ambiguous phrase”); *Valley Realty Co. v. United States*, 96 Fed. Cl. 16, 31 (2010) (ambiguous lease construed against government; “[t]he doctrine...places the risk of latent ambiguity, lack of clarity, or absence of proper warning on the drafting party”).

**B. Section 37.19 Does Not Apply to Owners of Other Entities When a Lease is for the Benefit of That Entity**

There is a second reason why, under its plain language, Section 37.19 was not violated when Mr. Trump assumed the Office of President, regardless of whether the clause is prospective. Section 37.19 includes an exception to the general rule regarding admitting elected officials in a proviso, which states:

[Section 37.19] shall not be construed as extending to any Person who may be a shareholder or other beneficial owner of any publicly held corporation or *other entity*, if this Lease is for the general benefit of such corporation or *other entity*. (Emphasis added.)

The term “Person” is defined broadly under the Lease, and includes individuals. Here, the Person is Mr. Trump. And Mr. Trump is an indirect beneficial owner of Tenant.<sup>21</sup> Tenant is an “other entity” and the Lease is clearly for the benefit of Tenant as a business entity. Tenant entered into the Lease, not to provide the leased premises to Mr. Trump for his use and enjoyment; it entered into the Lease to acquire property that it could use to develop and operate a hotel and related facilities.

We recognize that the proviso also refers to “any publicly held corporation” and that Tenant is not a publicly held corporation. But the proviso further applies broadly to “other entit[ies].” Following the well-established rules of contract interpretation, an adjective that precedes a series of nouns modifies all nouns in the series only if there is no intervening adjective.<sup>22</sup> Here, the last noun in the series is preceded by an intervening adjective, “other.” As a result, “publicly held” does not modify “entity”; “other” modifies entity.<sup>23</sup> Therefore, Tenant is an “other entity” and Section 37.19 by its plain meaning does not apply to Tenant.

**C. A Comparison to 18 U.S.C. § 431 Confirms the Inapplicability of Section 37.19**

As just explained, the plain language of Section 37.19 does not prohibit a person who is admitted to a share or benefit of the Lease from continuing to hold and enjoy that share or benefit after becoming an elected official. Therefore, it would be both improper and unnecessary to look for guidance outside the four-corners of the Lease.<sup>24</sup> To the

---

<sup>21</sup> See *supra* note 18.

<sup>22</sup> See *Karmely v. Wertheimer*, 737 F.3d 197, 205 (2d Cir. 2013).

<sup>23</sup> See *id.*

<sup>24</sup> If for some reason the terms of a clause are not clear on their face, other evidence may be used to interpret them. See *TEG-Paradigm Envtl Inc. v. United States*, 465 F.3d 1329, 1339 (Fed. Cir. 2006). Evidence may include examples of other provisions, clauses, or guidance relating to those clauses that may aid in contract

extent, however, that GSA wishes to delve further, a comparison of the clause to 18 U.S.C. § 431 confirms the analysis.

18 U.S.C. § 431 provides, in relevant part, as follows:

“Whoever, being a Member of or Delegate to Congress, or a Resident Commissioner, *either before or after he has qualified*, directly or indirectly, himself, or by any other person in trust for him, or for his use or benefit, or on his account, *undertakes, executes, holds, or enjoys, in whole or in part, any contract or agreement*, made or entered into in behalf of the United States or any agency thereof, by any officer or person authorized to make contracts on its behalf, shall be fined under this title.

*All contracts or agreements made in violation of this section shall be void . . .*”

(Emphasis added.)

18 U.S.C. § 431, which does not apply to the President, is notable because it voids a government contract under which a covered government official receives any benefit whatsoever. Moreover, the prohibited benefit need not be direct, but applies if the benefit is indirect. And § 431 applies to contracts that were legal when entered into if a direct or indirect beneficiary becomes a covered official during the term of the contract.

Section 431 is not an obscure law. It is well known to all drafters of government contracts and, especially, to GSA, which is the counter-party to countless government contracts. Its existence shows that, if GSA had intended to prevent previously admitted persons to the Lease from continuing to hold and enjoy their previously vested share or benefit, it had a ready template.

#### **D. In Any Event, Tenant Did Not Breach the Lease**

Finally, even if Section 37.19 were somehow deemed to have been violated by Mr. Trump’s act of taking the oath of Office, the violation does not constitute a default of the Lease by Tenant. Section 27.1 of the Lease identifies the instances in which Tenant may be found to be in default and the attendant remedies for default. Although Section 27.1(b), addressing non-monetary breaches, provides that Tenant is in default if it has breached

---

interpretation. *See Ensley, Inc. v. United States*, 114 Fed. Cl. 704, 715 (2014) (comparing virtually identical provisions in two contracts); *Blough v. United States*, 17 Cl. Ct. 186, 190 (1989) (comparing two different contracts and their differing language); *see also GPA-I, LP v. United States*, 46 Fed. Cl. 762, 770 (2000) (one party to a contract attempted to impute meaning into a contract by reference to a GSA clause, but the court determined that party’s interpretation was “unacceptable” because the contract and GSA clause used “substantially different language”).

Mr. Kevin Terry  
February 17, 2017  
Page 9

“terms, obligations, conditions, agreements or covenants under this Lease,” it offers no remedy for any actions taken by others – only actions or inactions by Tenant.

Moreover, if, notwithstanding the plain language of Section 37.19, a violation of that section were deemed to have occurred, that violation would result from Mr. Trump assuming the Office of President and not because of any action by Tenant when it “admitted” Mr. Trump to a share or benefit of the lease. In other words, Section 37.19 does not impose any obligations or restrictions that Tenant violated, and Section 27.1 does not afford a remedy to GSA for any violation of Section 37.19 that resulted from Mr. Trump becoming President. On this point, we recur to 18 U.S.C. § 431. Where it applies, it provides its own remedy; the contract becomes void even if the counter-party to the contract is not the covered official whose assumption of public office violates 18 U.S.C. § 431. Here, if GSA had intended a violation of Section 37.19 to be an event of default, it could have included an applicable default provision.

### **III. Clarifications of GSA’s Understanding of Tenant’s Current Organizational Structure**

We confirm GSA’s understandings of Tenant’s business structure, subject to the following clarifications.

On page 2 of GSA’s letter dated February 10, 2017, GSA provides a list of the individuals and entities that it believes have an ownership interest in Trump Old Post Office LLC. That list incorrectly includes Ivanka OPO Hotel Manager LLC, OPO Hotel Manager LLC, and OPO Hotel Manager Member Corp. None of those three entities have an ownership interest in Trump Old Post Office LLC.

In addition, on page 3 of GSA’s letter dated February 10, 2017, GSA states: “In turn, DJT Holdings Managing Member LLC holds an interest in Trump Old Post Office Member Corp., which holds an interest in Tenant.” The letter further states that “DJT Holdings LLC holds a membership interest in Tenant.” While those statements are true, they are potentially misleading. DJT Holdings Managing Member LLC and DJT Holdings LLC are holding companies that hold interests in hundreds of entities.

Mr. Kevin Terry  
February 17, 2017  
Page 10

#### IV. Conclusion

For all of the reasons set forth above, Tenant remains in full compliance with Section 37.19 of the Lease, and looks forward to working with GSA for many years to come. Tenant is committed to ensuring that our public-private partnership remains a strong example of how private enterprise can assist government agencies in achieving their objectives. To the extent that GSA has any remaining concerns, Tenant stands ready to continue our dialogue and address those concerns.

Sincerely,



Sheri A. Dillon

cc: Alan Garten, Esq.  
Barry Segal, Esq.  
Tim Tozer, Esq.  
Donald J. Trump, Jr.  
Eric F. Trump





# Exhibit 1.C

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)



# Morgan Lewis

**Sheri A. Dillon**

Partner

+1.202.739.5749

sherl.dillon@morganlewis.com

March 20, 2017

**VIA EMAIL**

Kevin Terry

U.S. General Services Administration

301 7th Street SW

Washington, DC 20407-0001

**Re: Additional Analysis re Ground Lease, dated as of August 5, 2013 by and between the United States of America, acting by and through the Administrator of General Services, and Trump Old Post Office LLC (as amended, the "Lease")<sup>1</sup>**

Dear Mr. Terry:

In our letter of February 17, 2017, we explained why Trump Old Post Office LLC ("Tenant") continued to be in full compliance with the Lease, and in particular with section 37.19, after the inauguration of Donald J. Trump, an indirect owner of Tenant, as President. In that letter, we explained that Federal Circuit precedent regarding contract interpretation would guide the interpretation of section 37.19, and that the Federal Circuit looks to the four corners of a contract and interprets its provisions based on their plain language.

With this letter, we provide you some further analysis and information. Following your consideration of all of Tenant's facts and circumstances, we request that you provide Tenant a Lease Status Report regarding your determinations. We further request, that pursuant to section 17.1(a) of the Lease, that as Landlord's Contracting Officer, you execute, acknowledge and deliver a certificate ("the Certificate") certifying that (i) no event has occurred that would constitute an Event of Default under the Lease, (ii) Tenant is in full compliance with section 37.19, (iii) the Lease is valid and in full force and effect as of the date hereof, and (iv) ordinary course amendments and modifications to the Lease will have no effect on this certification.

---

<sup>1</sup> Each capitalized term used but not defined herein has the meaning given to it in the Lease.

**Morgan, Lewis & Bockius LLP**

1111 Pennsylvania Avenue, NW  
Washington, DC 20004  
United States

**T** +1.202.739.3000  
**F** +1.202.739.3001

Kevin Terry  
March 20, 2017  
Page 2

Please find below our further analysis of section 37.19, followed by a summary of an amendment that the members of Tenant have made to Tenant's operating agreement.

#### I. Interpretation of the Section 37.19 Proviso

We have again reviewed our records and given further thought to the proviso in section 37.19, and compared it to the proviso in a similar provision in GSA's standard lease form (the "GSA standard form").

The section 37.19 proviso states:

[p]rovided, however, that this provision shall not be construed as extending to a Person who may be a shareholder or other beneficial owner of *any publicly held corporation or other entity, if this Lease is for the general benefit of such corporation or other entity.* Emphasis added.

By comparison, Section L of the GSA standard form that was in use at the time the OPO lease was negotiated and entered into provided as follows:

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share of the lease agreement, or to any benefit that may arise therefrom; *but this provision shall not be construed to extend to any corporation or company if the agreement be for the general benefit of such corporation or company.* Emphasis added.

GSA Form 3486 (REV. 4-1999). Section L was not changed when GSA later modified Form 3486. See Section L of GSA Form 3486 (REV. 10-2013).

Linguistically, the proviso in the Lease differs from the standard proviso in two respects: First, it is even clearer in the section 37.19 proviso as compared to the GSA standard form proviso that section 37.19 is not breached because the owner of a contracting entity (a shareholder or other beneficial owner) is or becomes a covered official, as long as the lease is for the general benefit of the entity. Second, instead of referring to "any corporation or company," section 37.19 refers to "any publicly held corporation or other entity." The literal meaning of these two phrases – "any corporation or company" and "any publicly held corporation or other entity" – is the same. Fairly read, each iteration refers to all juridical entities (whether or not corporate entities, partnerships, or limited liability companies). In the case of the proviso in section 37.19, an "other entity" that is not a "publicly held corporation" includes non-public, i.e., closely or privately held corporations, as well as all other types of entities that are not corporations. In the case of the GSA standard form proviso, "any corporation or company" includes the same cohort of juridical entities, corporations, partnerships, and limited liability companies, regardless of whether such entities are publicly or non-publicly held.

Kevin Terry  
March 20, 2017  
Page 3

As we explained in our prior letter, under normal rules of construction the phrase “publicly held” in section 37.19 modifies only “corporation,” and does not modify or limit the scope of “other entity.” And there is no reason to infer that it should. As is evident from the preceding review of the GSA standard form proviso, limiting the section 37.19 proviso to entities that are publicly traded and excluding from the proviso all entities that are not publicly traded would represent a radical narrowing of the generally applicable proviso. Such a drastic deviation should not be inferred without compelling extrinsic evidence, of which (as noted below) there is none.

Like the proviso in the section 37.19, the proviso in the GSA standard form plainly permits any corporation or company to enter into and continue a lease of government property for its own general benefit, without concern that the lease will be breached if one of its owners is or later becomes a government official. In other words, the GSA standard form proviso does not evince any policy objective to prevent a bona fide entity from entering into and continuing a lease of government property even if one of its owners is a government official. To the contrary, the interests of the government are better served if GSA does not have to terminate or renegotiate a pre-existing lease with a bona fide entity just because one of its owners assumes public office.

Our interpretation, however, does not mean that there is no limitation on the provisos. Both the section 37.19 proviso and the GSA standard form proviso prevent a covered official from using an entity to enter into a lease of government property if the lease is for the benefit of the official, rather than the general benefit of the entity. To the contrary, the proviso only applies if the lease is “for the general benefit of such corporation or other entity” under section 37.19 or “for the general benefit of such corporation or company” under the GSA standard form. Both lease provisos require that the entity be a bona fide entity, operating for its own benefit. Accordingly, an elected official cannot escape the bounds of section 37.19 or the GSA standard form provision by simply forming an entity for the sole purpose of entering into a lease with the GSA. Thus, these provisos reflect a policy that treats an entity as separate from its owner so long as the entity is acting for its own purposes in entering into a lease of government property.

In any event, and as discussed with your advisors, and with which they acknowledged, even if a court perceived an ambiguity in section 37.19 that would allow for the consideration of extrinsic evidence, there is no extrinsic evidence relating to the negotiation of the Lease that would establish that the parties intended that section 37.19 would be breached if a direct or indirect owner of the Tenant later became a public official. During the extensive negotiations over the lease terms, section 37.19 was never discussed or otherwise considered as anything other than a boiler plate provision. As a result, there is no relevant extrinsic evidence that might suggest another interpretation of section 37.19.

Kevin Terry  
March 20, 2017  
Page 4

## II. Amendment to Tenant's Operating Agreement

In connection with our discussions, Tenant's members determined to amend Tenant's operating agreement, the Second Amended and Restated Limited Liability Agreement of Trump Old Post Office LLC (the "Agreement"). To that end, Tenant's members entered into a First Amendment to the Agreement (the "Amendment"), which provides that for the duration of President Trump's term of office ("the Presidency"), Tenant will not make any distributions to DJT Holdings LLC ("DJT Holdings"), or to any other entity in which President Trump has a direct, indirect or beneficial interest. During the Presidency, to the extent that there are any amounts that would have otherwise been available for distribution to DJT Holdings, the Amendment provides that those amounts will instead be credited to DJT Holdings' unrecovered contribution account and treated as capital contributions to Tenant. DJT Holdings will not earn any return on such amounts. Moreover, the Amendment limits Tenant's use of the funds associated with those contributions. Specifically, Tenant may only use the funds for business activities and purposes, such as repayment of debt, capital improvements, maintenance and repairs, operating expenses, etc. Stated another way, Tenant will not be accumulating those funds, will not be investing in liquid assets, and will not have a ready cash source for later distribution. Rather, the funds will be used to support and enhance the business of Tenant, operation of the hotel, and will be at risk to that business.

## III. Conclusion

For all of the reasons we have discussed, Tenant continues to believe it is in full and complete compliance with section 37.19 and the Lease is valid and in full force and effect. Tenant appreciates your consideration of these matters and Tenant's request for a Lease Status Report and a certificate. We look forward to continuing our public-private partnership for many years to come.

Sincerely,



Sheri A. Dillon

cc: Paula DeMuth, Esq.  
Alan Garten, Esq.  
Tim Tozer, Esq.  
Donald J. Trump, Jr.  
Eric F. Trump

**FIRST AMENDMENT**  
**TO**  
**SECOND AMENDED AND RESTATED**  
**LIMITED LIABILITY COMPANY AGREEMENT**  
**OF**  
**OLD POST OFFICE LLC**

(A Delaware Limited Liability Company)

**THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT** (this “Amendment”) of **TRUMP OLD POST OFFICE LLC** (the “Company”) is made and entered into as of the 20th day of January 2017.

**WHEREAS**, the Company was duly formed under the laws of the State of Delaware on the 30th day of June 2011;

**WHEREAS**, the affairs of the Company and the conduct of its business are governed by that certain Second Amended and Restated Limited Liability Company Agreement of Trump Old Post Office LLC dated as of the 31st day of December 2013 (the “Agreement”); and

**WHEREAS**, the Members desire that, for the duration of the Presidency of Donald J. Trump (the “Presidency”), the Agreement shall be revised as more particularly set forth herein.

**NOW, THEREFORE**, the Members hereby agree as follows:

1. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.
2. Notwithstanding the provisions of Section 3.2 or Section 7.2 of the Agreement, and except as otherwise set forth in this Amendment, during the Presidency, the Company shall not make any distributions to any entity in which Donald J. Trump or The Donald J. Trump Irrevocable Trust dated April 7, 2014 owns, or may in the future own, any direct, indirect or beneficial interest, including, without limitation, DJT Holdings LLC (any such interest, a “Restricted Interest”).
3. During the Presidency, (a) any amount that would otherwise be distributed as an Ordinary Distribution with respect to a Restricted Interest shall be credited to the Unrecovered Contribution Account that is associated with such Restricted Interest; (b) the Preferred Return with respect to such Restricted Interest shall be computed without regard to amounts credited to

such Unrecovered Contribution Account pursuant to subsection (a) above; and (c) the amounts not distributed shall only be used by the Company for business purposes, such as repayment of debt, capital improvements, repairs, maintenance or business operations, and shall not be used for investment in liquid assets, such as marketable securities, other than as connected to a routine short-term cash sweep.

4. For purposes of allocating profits and losses of the Company pursuant to Section 3.1 of the Agreement, all amounts credited to the Unrecovered Contribution Account pursuant to Section 3(a) above shall be treated as having been distributed to the holder of such Restricted Interest.

5. The Members hereby agree that prior to amending, modifying or cancelling this Amendment, notice shall be provided to the Administrator of General Services at least thirty (30) days in advance of such action in accordance with the notice provision set forth in the OPO Ground Lease.

6. Notwithstanding anything to the contrary contained herein, this Amendment shall only be effective during the duration of the Presidency and while the OPO Ground Lease remains in full force and effect.

7. From and after the date hereof, all references in the Agreement to “this Agreement” shall be deemed to include this Amendment. Except as set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.

8. This Amendment (i) may not be changed, modified, terminated or discharged, in whole or in part, except by a writing executed by all the Members, (ii) shall be construed, governed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflicts of law, (iii) may be executed in one or more counterparts (and by facsimile or .PDF), each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument, and (iv) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. If any of the provisions of this Amendment, or its application to any situation, shall be invalid or unenforceable to any extent, the remainder of this Amendment, or the application thereof to situations other than that as to which it is invalid or unenforceable, shall not be affected thereby, and every provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

(Signature page follows)



IN WITNESS WHEREOF, the Members have caused this Amendment to be duly executed as of the date first set forth above.

**DJT HOLDINGS LLC**

By: 

Name: Donald J. Trump Jr.

Title: President

**DON OPO LLC**

By: 

Name: Donald J. Trump Jr.

Title: President

**IVANKA OPO LLC**

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

Name: Ivanka M. Trump

Title: President

**ERIC OPO LLC**

By: 

Name: Eric F. Trump

Title: President

**TRUMP OLD POST OFFICE MEMBER CORP**

By: 

Name: Donald J. Trump Jr.

Title: President

**IN WITNESS WHEREOF**, the Members have caused this Amendment to be duly executed as of the date first set forth above.

**DJT HOLDINGS LLC**

By: \_\_\_\_\_  
Name: Donald J. Trump Jr.  
Title: President

**DON OPO LLC**

By: \_\_\_\_\_  
Name: Donald J. Trump Jr.  
Title: President

**IVANKA OPO LLC**

By: \_\_\_\_\_  
Name: Ivanka M. Trump  
Title: President

**ERIC OPO LLC**

By: \_\_\_\_\_  
Name: Eric F. Trump  
Title: President

**TRUMP OLD POST OFFICE MEMBER CORP**

By: \_\_\_\_\_  
Name: Donald J. Trump Jr.  
Title: President



# Exhibit 2

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)





*MAY 31, 2014*

Via E-Mail

Ms. Ivanka Trump  
Executive Vice President  
Development and Acquisitions  
725 Fifth Avenue, 25th Floor  
New York, NY 10022

**Re: Delivery of Exclusive Possession – Effective May 31, 2014 at 11:59 PM**  
**Lease No. GS-LS-11-1307**

Dear Ivanka,

In accordance with Paragraph 4.6 [Delivery of Exclusive Possession] of the Ground Lease between the General Services Administration (Landlord) and Trump Old Post Office LLC (Tenant) dated August 5, 2013, as affirmed in Landlord's letter to Tenant dated September 27, 2013 [Notification of Planned Delivery Date], I am pleased to inform you that Delivery of Exclusive Possession will proceed as scheduled, effective May 31, 2014 at 11:59 PM. Please ensure that all necessary provisions of the above referenced lease are in place as required by this milestone inclusive of Tenant's obligation to have its Fire and Extended Coverage in full force and effect as of the delivery date.

Please feel free to contact me directly at (202)708-4600 should you have any questions or concerns related to this matter.

Sincerely,

*Kevin M. Terry*

Kevin M. Terry; Senior Realty Contracting Officer  
U.S. General Services Administration  
Public Building Service - National Capital Region

cc: J. Greenblatt  
T. Tozer  
S. Edabi  
B. Banks  
E. Newman  
D. Orowitz  
A. Weiss  
S. Dalton





# Exhibit 3

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)





AUG 12, 2014

VIA FEDEX AND ELECTRONIC MAIL

Trump Old Post Office LLC  
c/o The Trump Organization  
725 Fifth Avenue, 25<sup>th</sup> Floor  
New York, New York 10022  
Attention: Ivanka Trump

Re: Ground Lease, dated as of August 5, 2013, by and between  
the United States of America, acting by and through the Administrator  
of General Services, and Trump Old Post Office LLC (as amended, the "Lease")

Dear Ivanka:

Pursuant to Section 6.4.1 of the Work Agreement, this letter constitutes Landlord's Notice to Proceed (as defined in the Work Agreement) to Tenant with respect to the entire Project, subject to the conditions set forth in Landlord's Commencement Conditions Letter dated on or about the date hereof. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Lease.

Very truly yours,

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

By: 

Name:

Title:

**Kevin M. Terry**  
**Contracting Officer**  
**U.S. General Services Administration**





# Exhibit 4

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)





GENERAL SERVICES ADMINISTRATION  
 NATIONAL CAPITAL REGION  
 SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)

301 7<sup>TH</sup> Street, SW, Room 2080  
 Washington, D.C. 20407  
 Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING  
 TEMPORARY OCCUPANCY CERTIFICATE**

**PERMIT NO.** THIS PERMIT IS VALID ONLY FOR THE PREMISES  
**DC0029-16-014(REV 1)** OF THE PROJECT ADDRESS **DATE: 9/12/2016**

<b>ADDRESS:</b> 1100 Pennsylvania Ave., NW Washington, DC 20004	<b>FLOOR(S):</b> Hotel G – 9 Annex G-2	<b>SERVICE DELIVERY CENTER:</b> N/A
---	--	--

<b>PERMISSION IS HEREBY GRANTED TO:</b> TRUMP INTERNATIONAL HOTEL WASHINGTON DC	<b>TRADING AS:</b>
---	--------------------

<b>APPROVED USES:</b> R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	<b>PREVIOUS USES:</b> BUSINESS, ASSEMBLY, MERCANTILE
---	---

<b>APPROVED OCCUPANCIES:</b> R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	<b>PREVIOUS OCCUPANCIES:</b> BUSINESS, ASSEMBLY, MERCANTILE
--	--

<b>TYPE:</b> BUILDING MODERNIZATION	<b>TERM:</b> 30 DAYS	<b>OCCUPIED SQ. FOOTAGE:</b> 408894 <b>SQ. FEET</b>	<b>DESIGN OCCUPANT LOAD:</b> 8672	<b>EXPIRATION DATE:</b> 10/11/16
--	-------------------------	---	--------------------------------------	-------------------------------------

<b>BUILDING CODE EDITON (AT TIME OF BUILDING CONSTRUCTION):</b> IBC 2012	<b>BUILDING CODE EDITON (AT TIME OF PERMIT ISSUANCE):</b> IBC 2015	<b>TYPE OF CONSTRUCTION:</b> TYPE IB
---	---	---

<b>DESCRIPTION OF USE:</b> HOTEL, ASSEMBLY, MERCANTILE, RESTAURANT
<b>AREAS EXCLUDED FROM TCO:</b>
<ul style="list-style-type: none"> <li>a. Northeast corner Trump townhouse – room 141</li> <li><del>b. Northwest corner Frank's Study, Bath room and associated corridor, 1<sup>st</sup> floor</del></li> <li>c. Ground floor: northwest kitchen space, spa</li> <li>d. The entire garage parking area in the annex</li> <li>e. The NPS (as defined in the Lease) space on the 9th, 10th, 12th and 13th floor</li> <li>f. Floor 1, rooms: 110, 112, 114, 116, 118, 120, 121, 122</li> <li>g. Mezzanine level, rooms: M110, M112, M114, M116, M118, M120, M121, M122</li> </ul>

- h. Floor 2, rooms: 201, 202, 203, 205, 206, 207, 208, 209, 210, 212, 214, 216, 218, 219, 220, 221, 222, 223, 224, 226, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247
- i. Floor 4, room 401
- j. Floor 5, rooms: 509, 522, 535, 539, 544
- k. The entirety of floor 9 with the exception of the following which are included: O&R office, accounting office, KE office, and R&R office
- l. Ground floor: Grant meeting rooms

~~NO ELECTRONIC LOCKING OF DOORS PERMITTED EXCEPT PENNSYLVANIA AVE HOTEL 1<sup>ST</sup> FLOOR SMOKE DOORS, 11<sup>TH</sup> STREET HOTEL 1<sup>ST</sup> FLOOR SMOKE DOORS, 12<sup>TH</sup> STREET HOTEL 1<sup>ST</sup> FLOOR SMOKE DOORS, AND ANNEX MAIN ENTRANCE DOORS~~

~~LANDSCAPE PLANTER HAZARD SHALL BE PROTECTED~~

~~STAIRS 1<sup>ST</sup> FLOOR, AND STAIRS 1<sup>ST</sup> AND GROUND FLOOR, DOORS MUST BE MANNED DURING EVENTS IN THE ANNEX~~

**TCO issued in conjunction with Jensen Hughes Certification Letters :**

- a. TCO Fire Alarm System dated 9/11/16
- b. TCO Smoke Control System dated 9/10/16
- c. TCO Life Safety Letter dated 9/8/16
- d. TCO Sprinkler Testing and Inspection Letter dated 9/11/16
- e. Kitchen Hood Fire Suppression Inspection and Acceptance dated 9/8/16
- f. ECS Letter for Recommendation for Partial Occupancy for Trump Old Post Office dated 9/9/16

**THIS CERTIFICATE ENSURES THAT ALL FIRE PROTECTION AND LIFE SAFETY SYSTEMS HAVE BEEN COMPLETED, INSPECTED, SUCCESSFULLY TESTED AND APPROVED TO PROVIDE A REASONABLE DEGREE OF SAFETY TO THE BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.**

<p style="text-align: center;"><b>LAURA DOYLE, P.E.</b> GSA Fire Protection Engineer National Capital Region</p>	<p style="text-align: center;">(b) (6)</p> 
--	---



**GENERAL SERVICES ADMINISTRATION  
NATIONAL CAPITAL REGION  
SAFETY, ENVIRONMENT, AND FIRE PROTECTION BRANCH (WPMA)**

301 7<sup>TH</sup> Street, SW, Room 2080  
Washington, D.C. 20407  
Tel. (202)708-5236 Fax (202)708-6207

**FEDERAL BUILDING  
TEMPORARY OCCUPANCY CERTIFICATE**

**PERMIT NO.  
DC0029-16-014**

**THIS PERMIT IS VALID ONLY FOR THE PREMISES  
OF THE PROJECT ADDRESS**

**DATE: 9/11/2016**

<b>ADDRESS:</b> 1100 Pennsylvania Ave., NW Washington, DC 20004	<b>FLOOR(S):</b> Hotel G - 9	<b>SERVICE DELIVERY CENTER:</b> N/A
---	---------------------------------	--

<b>PERMISSION IS HEREBY GRANTED TO:</b> TRUMP INTERNATIONAL HOTEL WASHINGTON DC	<b>TRADING AS:</b>
<b>APPROVED USES:</b> R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	<b>PREVIOUS USES:</b> BUSINESS, ASSEMBLY, MERCANTILE
<b>APPROVED OCCUPANCIES:</b> R-1, ASSEMBLY, BUSINESS, MERCANTILE, A-2	<b>PREVIOUS OCCUPANCIES:</b> BUSINESS, ASSEMBLY, MERCANTILE

<b>TYPE:</b> BUILDING MODERNIZATION	<b>TERM:</b> 30 DAYS	<b>OCCUPIED SQ. FOOTAGE:</b> 400,000 <b>SQ. FEET</b>	<b>DESIGN OCCUPANT LOAD:</b> 6,250	<b>EXPIRATION DATE:</b> 10/11/16
--	-------------------------	--	---------------------------------------	-------------------------------------

<b>BUILDING CODE EDITON (AT TIME OF BUILDING CONSTRUCTION):</b> IBC 2012	<b>BUILDING CODE EDITON (AT TIME OF PERMIT ISSUANCE):</b> IBC 2015	<b>TYPE OF CONSTRUCTION:</b> TYPE IB
---	---	---

<b>DESCRIPTION OF USE:</b> HOTEL, ASSEMBLY, MERCANTILE, RESTAURANT
<b>AREAS EXCLUDED FROM TCO:</b>
<ul style="list-style-type: none"> <li>a. Northeast corner Trump townhouse - room 141</li> <li>b. Northwest corner Franklin Study bathroom and associated corridor, 1<sup>st</sup> Floor</li> <li>c. Ground floor: northwest kitchen space, spa</li> <li>d. The entire garage parking area in the annex</li> <li>e. The NPS (as defined in the Lease) space on the 9th, 10th, 12th and 13th floor</li> <li>f. Floor 1, rooms: 110, 112, 114, 116, 118, 120, 121, 122</li> <li>g. Mezzanine level, rooms: M110, M112, M114, M116, M118, M120, M121, M122</li> </ul>

- h. Floor 2, rooms: 201, 202, 203, 205, 206, 207, 208, 209, 210, 212, 214, 216, 218, 219, 220, 221, 222, 223, 224, 226, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247
- i. Floor 4, room 401
- j. Floor 5, rooms: 509, 522, 535, 539, 544
- k. The entirety of floor 9 with the exception of the following which are included: C&R office, accounting office, I.T. office, and F&B office
- l. Ground floor: sales and marketing offices, fitness center, Patton and Grant meeting rooms and pre-function (due to lack of carpet installation)
- m. The annex in whole (due to non-functioning or missing stair door closers)
- n. Mezzanine of BLT (due to completion of railing)

**NO ELECTRONIC LOCKING OF DOORS PERMITTED**

**EXTERIOR EMERGENCY LIGHTING SHALL BE PROVIDED BY GUARDS AT C STREET, 12<sup>TH</sup> STREET, AND 11<sup>TH</sup> STREET**

**C STREET BOLLARD AND LANDSCAPE PLANTER HAZARD SHALL BE PROTECTED**

**STAIR B GROUND FLOOR LEVEL OF EXIT DISCHARGE DOOR SHALL BE MANNED 24 HOURS A DAY TO ENSURE DOOR LATCHES.**

**TCO issued in conjunction with Jensen Hughes Certification Letters :**

- a. TCO Fire Alarm System dated 9/11/16
- b. TCO Smoke Control System dated 9/10/16
- c. TCO Life Safety Letter dated 9/8/16
- d. TCO Sprinkler Testing and Inspection Letter dated 9/11/16
- e. Kitchen Hood Fire Suppression Inspection and Acceptance dated 9/8/16
- f. ECS Letter for Recommendation for Partial Occupancy for Trump Old Post Office dated 9/9/16

**THIS CERTIFICATE ENSURES THAT ALL FIRE PROTECTION AND LIFE SAFETY SYSTEMS HAVE BEEN COMPLETED, INSPECTED, SUCCESSFULLY TESTED AND APPROVED TO PROVIDE A REASONABLE DEGREE OF SAFETY TO THE BUILDING OCCUPANTS FROM FIRE AND SIMILAR EMERGENCIES.**

**LAURA DOYLE, P.E.**

**GSA Fire Protection Engineer  
National Capital Region**

(b) (6)







# Exhibit 5

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)



# TRUMP OLD POST OFFICE LLC

725 Fifth Avenue, 25<sup>th</sup> Floor  
New York, New York 10022

---

November 1, 2016

**VIA FEDERAL EXPRESS OVERNIGHT**

United States General Services Administration  
Portfolio Management - Suite 7600  
7th & D Streets, S.W.  
Room 7660  
Washington, D.C. 20407  
Attn: Kevin Terry

Re: Written Notice of Opening Date

Dear Mr. Terry:

Reference is hereby made to that certain Ground Lease, dated as of August 5, 2013, by and between The United States of America, acting by and through the Administrator of General Services, as landlord and Trump Old Post Office LLC, as tenant (as amended through the date hereof, the "Ground Lease"). All capitalized terms used but not defined in this Letter shall be defined in the Ground Lease.

As required pursuant to Section 4.1 of the Ground Lease, Tenant hereby provides written notice to Landlord that the Opening Date occurred on October 26, 2016. Please countersign the certificate enclosed herewith to confirm the same and return it to the Tenant's attention at the address above.

Trump Old Post Office LLC

By:   
Name: Ivanka Trump  
Title: Executive Vice President

cc:

United States General Services Administration  
Office of Regional Counsel, Suite 7048  
7th & D Streets, S.W.  
Washington, D.C. 20407  
Attn: Regional Counsel  
(VIA FEDERAL EXPRESS OVERNIGHT)


Reno & Cavanaugh PLLC  
455 Massachusetts Avenue, NW, Suite 400  
Washington, DC 20001  
Attn: Barbara Wachter Needle, Esq.  
(VIA FEDERAL EXPRESS OVERNIGHT)

**CERTIFICATION OF OPENING DATE**

Pursuant to Section 4.1 of that certain Ground Lease dated as of August 5, 2013, by and between The United States of America, acting by and through the Administrator of General Services, as landlord, and Trump Old Post Office LLC, as tenant, the parties hereto hereby certify that the Opening Date (as defined in the Ground Lease) occurred on October 26, 2016.

**LANDLORD:**

United States of America, acting by  
and through the Administrator of  
General Services

By: 

Name:

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

**TENANT:**

Trump Old Post Office LLC

By: 

Name: Franka Trump

Title: Executive Vice President

Dated: November 2, 2016





# Exhibit 6

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)





# Trump Old Post Office LLC

725 Fifth Avenue, 26<sup>th</sup> Floor  
New York, NY 10022

---

December 16, 2016

## BY OVERNIGHT DELIVERY

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

Re: Ground Lease (as previously amended and as may be further amended from time to time, the "Lease"), dated as of August 5, 2013, between the United States of America, acting by and through the Administrator of General Services ("Landlord") and Trump Old Post Office LLC ("Tenant")<sup>1</sup>

Dear Kevin:

Please be advised that Donald J. Trump ("Mr. Trump") intends to assign all of his interests in Trump Old Post Office Member Corp to DJT Holdings Managing Member LLC ("Holdings MM", and such assignment to Holdings MM, the "Transfer"). We anticipate the Transfer to be consummated no earlier than January 1, 2017.

Like the prior transfers that occurred in February 2016, the Transfer does not require Landlord's consent under Article XV of the Lease. The Trust is a Trump Family Member, and therefore a Trump Affiliate, because the Trust is a trust for the primary benefit of Mr. Trump. An executed copy of the document consummating the Transfer will be provided to you after the Transfer has been consummated.

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meaning given to them in the Lease.

Please do not hesitate to contact us if you have any questions or concerns.

Very truly yours,

TRUMP OLD POST OFFICE LLC,  
a Delaware limited liability company

(b) (6)

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

Name: Adam L. Rosen

Title: Authorized Signatory

cc: United States General Services Administration  
Office of Regional Counsel, Suite 7048  
7<sup>th</sup> & D Streets, S.W.  
Washington, DC 20407  
Attn: Regional Counsel

Reno & Cavanaugh PLLC  
455 Massachusetts Avenue, NW, Suite 400  
Washington, DC 20001  
Attn: Barbara Wachter Needle, Esq.



# Exhibit 7

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)



# Trump Old Post Office LLC

725 Fifth Avenue, 26<sup>th</sup> Floor  
New York, NY 10022

---

December 29, 2016

## BY OVERNIGHT DELIVERY

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

Re: Ground Lease (as previously amended and as may be further amended from time to time, the "Lease"), dated as of August 5, 2013, between the United States of America, acting by and through the Administrator of General Services ("Landlord") and Trump Old Post Office LLC ("Tenant")<sup>1</sup>

Dear Kevin:

Please be advised that the Ivanka Trump Revocable Trust dated August 13, 2010 may transfer its interests in Ivanka OPO LLC to another trust (the "IT Transfer"). In the event it occurs, we anticipate the IT Transfer to be consummated before January 20, 2017. Please note that the IT Transfer is a transfer of a non-controlling interest in Tenant and does not require Landlord's consent under Article XV of the Lease. For your reference, attached hereto as Exhibit A is a true and correct Organizational Chart as of the date hereof, and attached hereto as Exhibit B is the Organizational Chart that will be true and correct following the consummation of both the IT Transfer (if it occurs) and the Transfer referenced in that certain notice letter sent by Tenant to Landlord on December 16, 2016.

We will keep you updated as to the status of the IT Transfer and notify you in the event the IT Transfer will not be consummated.

Please do not hesitate to contact us if you have any questions or concerns. Thank you.

[Signature Page Follows]

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meaning given to them in the Lease.

Very truly yours,

**TRUMP OLD POST OFFICE LLC,**  
a Delaware limited liability company

(b) (6)

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

Name: Adam L. Rosen  
Title: Authorized Signatory

cc: United States General Services Administration  
Office of Regional Counsel, Suite 7048  
7<sup>th</sup> & D Streets, S.W.  
Washington, DC 20407  
Attn: Regional Counsel

Reno & Cavanaugh PLLC  
455 Massachusetts Avenue, NW, Suite 400  
Washington, DC 20001  
Attn: Barbara Wachter Needle, Esq.

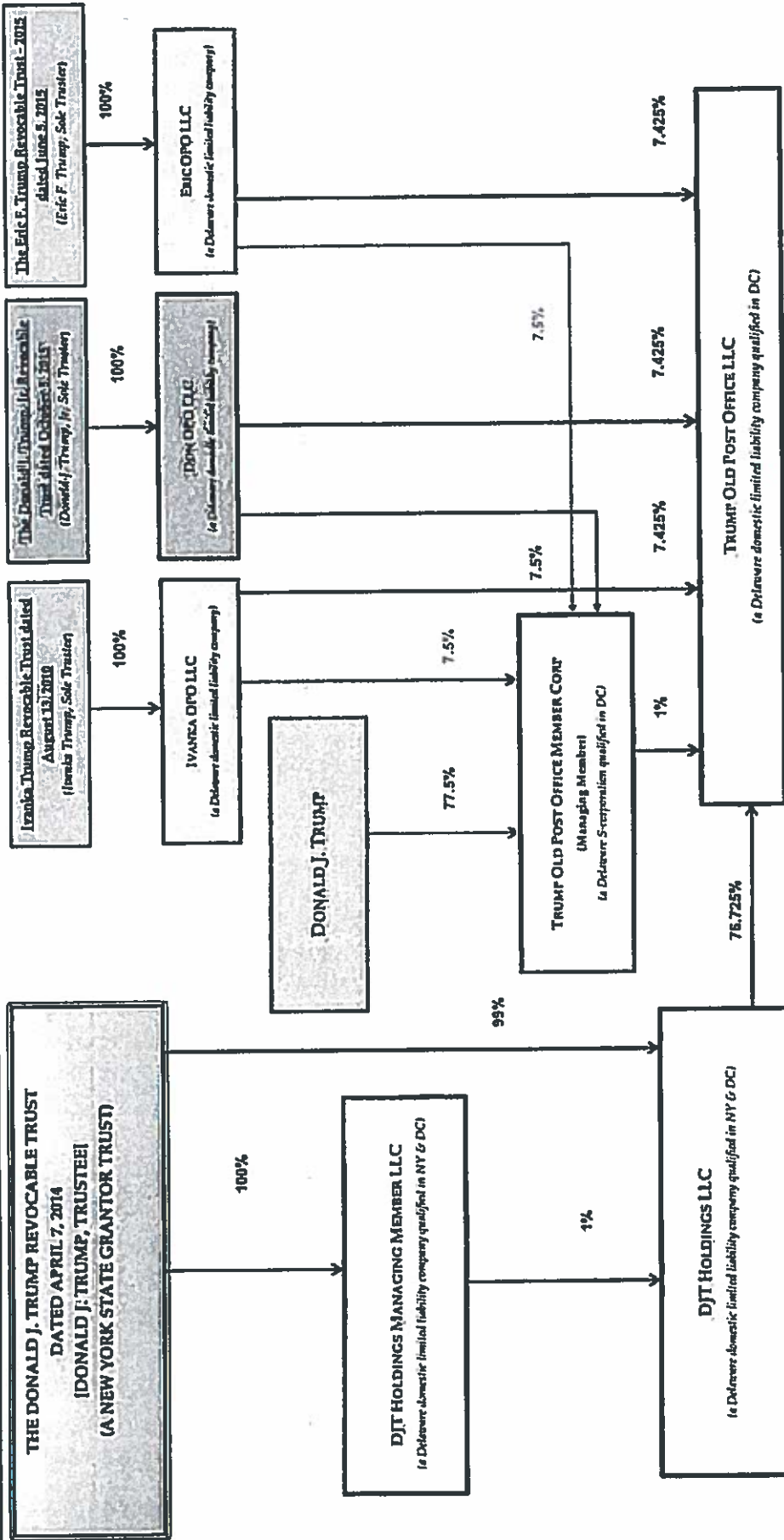
**Exhibit A**

**(see attached)**

# TRUMP OLD POST OFFICE LLC

# Structure Chart

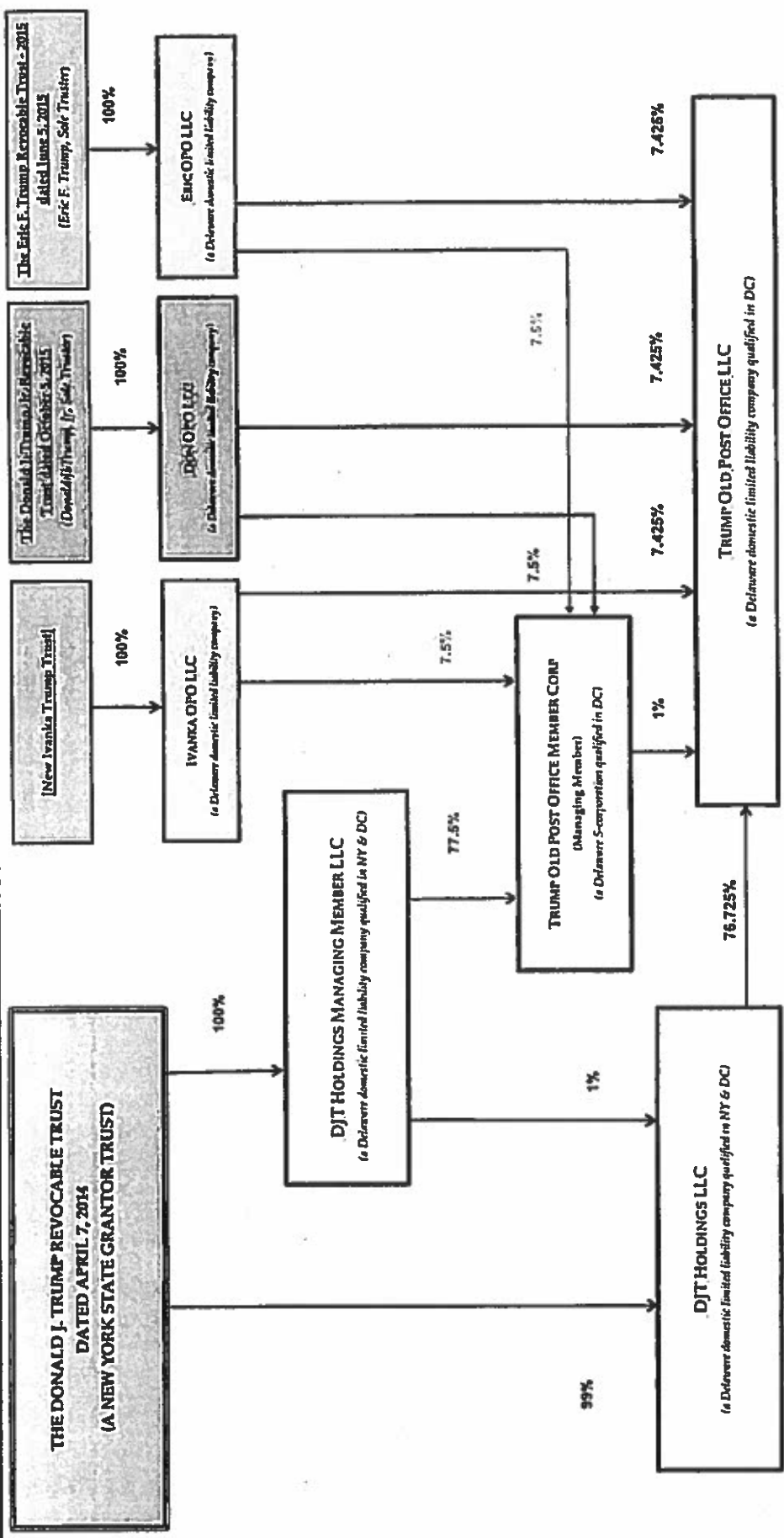
REVISED 2/2/16





# TRUMP OLD POST OFFICE LLC

## Structure Chart



**Exhibit B**

**(see attached)**



# Exhibit 8

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)









# Exhibit 9

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)





# Trump Old Post Office LLC

725 Fifth Avenue, 26<sup>th</sup> Floor  
New York, NY 10022

---

January 11, 2017

VIA EMAIL AND OVERNIGHT DELIVERY

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

Re: Ground Lease (as previously amended and as may be further amended from time to time, the "Lease"), dated as of August 5, 2013, between the United States of America, acting by and through the Administrator of General Services and Trump Old Post Office LLC<sup>1</sup>

Dear Kevin:

In connection with my letter to you dated December 16, 2016, regarding the transfer by Donald J. Trump of his interests in Trump Old Post Office Member Corp to DJT Holdings Managing Member LLC (the "Transfer"), as requested, attached hereto as Exhibit A is a copy of the current Organizational Chart, and attached hereto as Exhibit B is a copy of the Organizational Chart that will be current following the consummation of such Transfer. As discussed, we anticipate the Transfer to be consummated on January 19, 2017, at which time we will send you a copy of the executed transfer document.

Please do not hesitate to contact us if you have any questions or concerns.

Very truly yours,

TRUMP OLD POST OFFICE LLC,  
a Delaware limited liability company

By: (b) (6)  
Name: Adam L. Rosen  
Title: Authorized Signatory

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meaning given to them in the Lease.

cc: United States General Services Administration  
Office of Regional Counsel, Suite 7048  
7<sup>th</sup> & D Streets, S.W.  
Washington, DC 20407  
Attn: Regional Counsel

Reno & Cavanaugh PLLC  
455 Massachusetts Avenue, NW, Suite 400  
Washington, DC 20001  
Attn: Barbara Wachter Needle, Esq.

Exhibit A

(see attached)

# TRUMP OLD POST OFFICE LLC

## Structure Chart

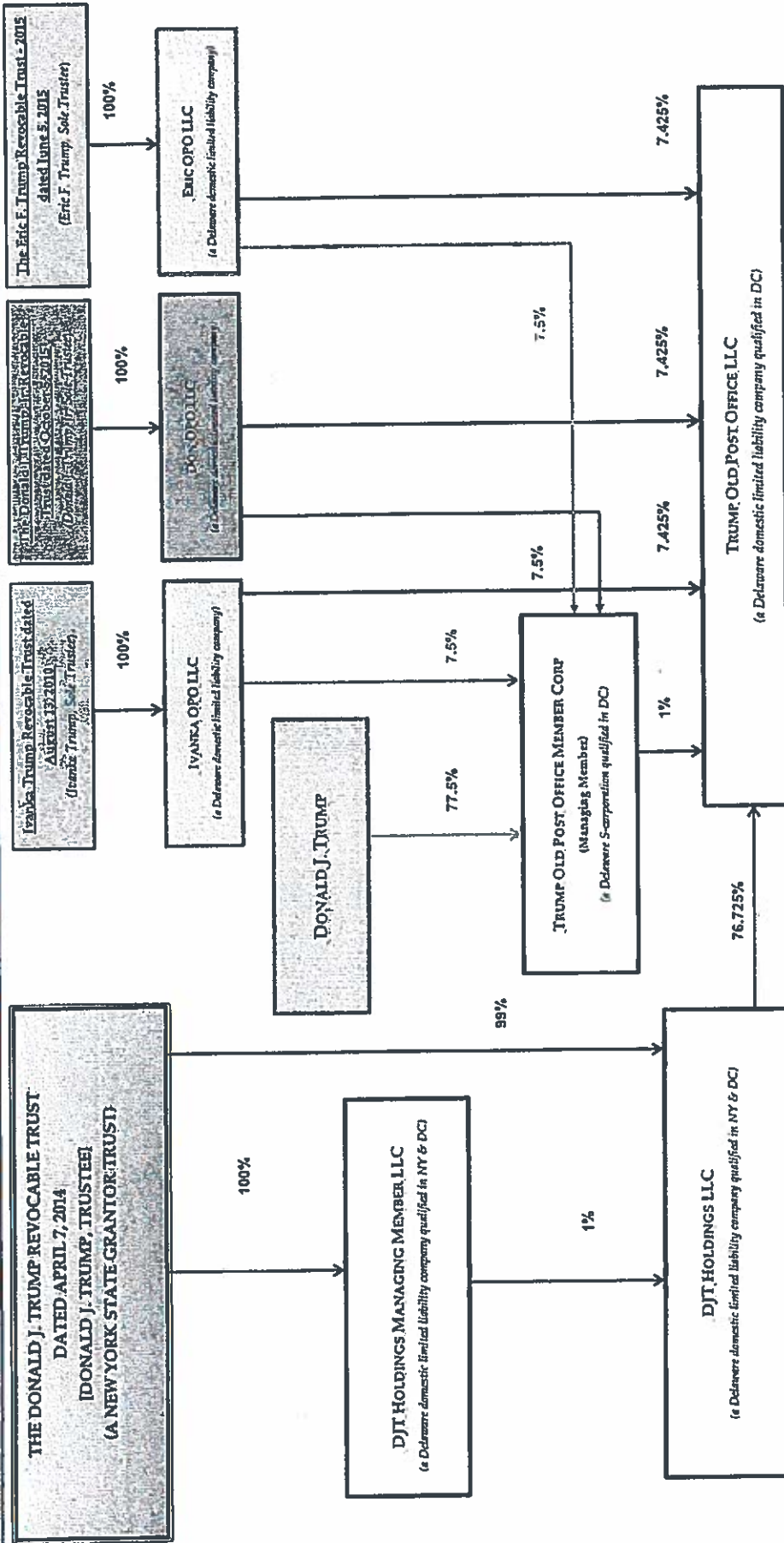
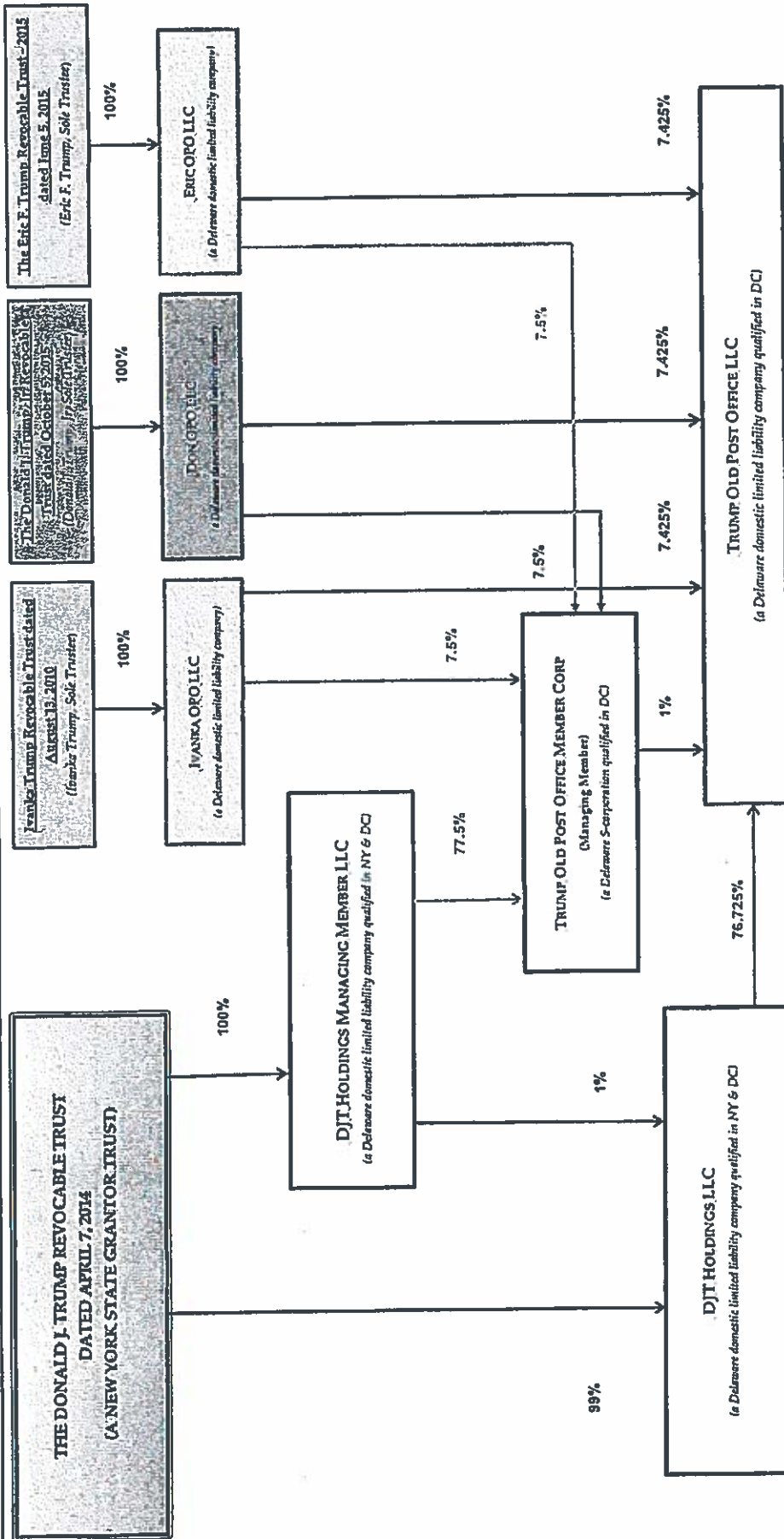


Exhibit B

(see attached)

# TRUMP OLD POST OFFICE LLC

## Structure Chart





# Exhibit 10

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)





# Trump Old Post Office LLC

725 Fifth Avenue, 26<sup>th</sup> Floor  
New York, NY 10022

---

January 23, 2017

## VIA EMAIL AND OVERNIGHT DELIVERY

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

Re: Ground Lease (as previously amended and as may be further amended from time to time, the "Lease"), dated as of August 5, 2013, between the United States of America, acting by and through the Administrator of General Services and Trump Old Post Office LLC<sup>1</sup>

Dear Kevin:

The transfer by Donald J. Trump of his interests in Trump Old Post Office Member Corp to DJT Holdings Managing Member LLC was consummated on January 19, 2017. Attached hereto as Exhibit A please find a copy of the Assignment of Shares and Acceptance as Substitute Shareholder. Please do not hesitate to contact us if you have any questions or concerns. Thank you.

Very truly yours,

TRUMP OLD POST OFFICE LLC,  
a Delaware limited liability company

By: (b) (6)  
Name: Adam L. Rosen  
Title: Authorized Signatory

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meaning given to them in the Lease.

cc: United States General Services Administration  
Office of Regional Counsel, Suite 7048  
7<sup>th</sup> & D Streets, S.W.  
Washington, DC 20407  
Attn: Regional Counsel

Reno & Cavanaugh PLLC  
455 Massachusetts Avenue, NW, Suite 400  
Washington, DC 20001  
Attn: Barbara Wachter Needle, Esq.

Exhibit A

(see attached)

**ASSIGNMENT OF SHARES  
AND ACCEPTANCE AS SUBSTITUTE SHAREHOLDER**

This Assignment of Shares and Acceptance as Substitute Shareholder (this "Assignment") is made as of the 19<sup>th</sup> day of January 2017.

Donald J. Trump ("Transferor") hereby transfers, assigns, conveys and delivers to DJT Holdings Managing Member LLC ("Transferee") all right, title and interest in and to his shares of Trump Old Post Office Member Corp (the "Company"), with the intention that Transferee shall become a shareholder of the Company in place of Transferor as to said shares.

Transferee does hereby accept said shares, agrees to be bound by all of the terms and conditions of the governing documents of the Company, and agrees to accept the status of a shareholder of the Company in respect of the shares hereby transferred.

The transfer of shares made hereby shall be governed by the laws of the State of Delaware. This Assignment may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

[SIGNATURE PAGES FOLLOW]

WITNESS our hands and seals as of the day and year first written above.

TRANSFEROR

  
Donald J. Trump

WITNESS our hands and seals as of the day and year first written above.

TRANSFeree:

~~DJT HOLDINGS MANAGING MEMBER LLC~~

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

Name: Donald J. Trump, Jr.  
Title: Authorized Signatory



# Exhibit 11

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)











# Exhibit 12

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)



# State of Delaware

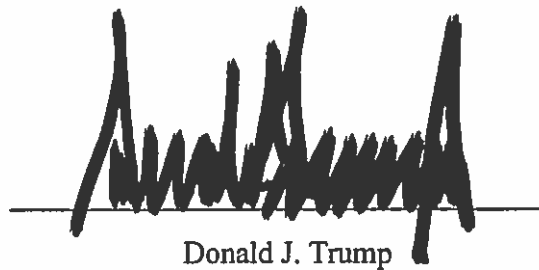
## Annual Franchise Tax Report

CORPORATION NAME			TAX YR.
TRUMP OLD POST OFFICE MEMBER CORP			2016
FILE NUMBER	INCORPORATION DATE	RENEWAL/REVOCATION DATE	
5005098	2011/06/30		
PRINCIPAL PLACE OF BUSINESS		PHONE NUMBER	
1100 PENNSYLVANIA AVE NW WASHINGTON , NY 20004		(212) 715-7285 EXT: 7285	
REGISTERED AGENT			AGENT NUMBER
NATIONAL REGISTERED AGENTS, INC. 160 GREENTREE DR STE 101 DOVER DE 19904			9216365
AUTHORIZED STOCK BEGIN DATE	END DATE	DESIGNATION/ STOCK CLASS	NO. OF SHARES PAR VALUE/ SHARE
2011/06/30		COMMON	100 .0000000000
OFFICER	NAME	STREET/CITY/STATE/ZIP	TITLE
	DONALD J. TRUMP, JR.	725 FIFTH AVENUE NEW YORK, NY 10022	PRESIDENT
DIRECTORS	NAME	STREET/CITY/STATE/ZIP	
	DONALD J. TRUMP, JR.	725 FIFTH AVENUE NEW YORK, NY 10022	
	ALLEN WEISSELBERG	725 FIFTH AVENUE NEW YORK, NY 10022	
<p><i>NOTICE: Pursuant to 8 Del. C. 502(b), If any officer or director of a corporation required to make an annual franchise tax report to the Secretary of State shall knowingly make any false statement in the report, such officer or director shall be guilty of perjury.</i></p>			
AUTHORIZED BY (OFFICER, DIRECTOR OR INCORPORATOR)		DATE	TITLE
ALLEN WEISSELBERG		2017/01/31	VICE PRESIDENT
725 FIFTH AVENUE NEW YORK, NY 10022 US			



I, Donald J. Trump, hereby resign from each and every office and position I hold in the entities listed on Exhibit A hereto. My resignation shall be effective immediately.

DATED this 19<sup>th</sup> day of January, 2017



Donald J. Trump

Exhibit A

4 Shadow Tree Lane LLC  
4 Shadow Tree Lane Member Corp  
40 Wall Development Associates LLC  
40 Wall Street Commercial LLC  
40 Wall Street LLC  
40 Wall Street Member Corp  
81 Pine Note Holder Inc  
401 Mezz Venture LLC  
401 North Wabash Venture LLC  
721 33H Holdings LLC (F/K/A TIGL Common Area Management Holdings LLC)  
809 North Canon LLC  
809 North Canon Member Corporation  
3126 Corporation  
Ace Entertainment Holdings Inc. (F/K/A Trump Casinos, Inc. & F/K/A Trump Taj Mahal, Inc.)  
Aviation Payroll Company  
Bedford Hills Corp  
Briar Hall Operations LLC  
Briarcliff Properties, Inc.  
C Development Ventures LLC  
C Development Ventures Member Corp  
Caribusiness MRE LLC  
Chelsea Hall LLC  
Chicago Unit Acquisition LLC  
China Trademark LLC  
Coronet Hall Inc.  
Development Member Inc.  
D B Pace Acquisition, LLC



D B Pace Acquisition Member Corp  
DJT Aerospace LLC  
DJ Aerospace (Bermuda) Limited  
DJT Entrepreneur Managing Member LLC (F/K/A DJT University Managing Member LLC)  
DJT Entrepreneur Member LLC (F/K/A DJT University Member LLC)  
DJT Holdings LLC  
DJT Holdings Managing Member LLC  
DJT Land Holdings Member Corp  
DJT Operations I LLC  
DJT Operations II LLC  
DJT Operations CX LLC  
DT App Warrant Holding LLC  
DT App Warrant Holding Managing Member Corp  
DT Bali Golf Manager LLC  
DT Bali Golf Manager Member Corp  
DT Bali Hotel Manager LLC  
DT Bali Hotel Manager Member Corp  
DT Bali Technical Services Manager LLC  
DT Bali Technical Services Manager Member Corp  
DT Connect II LLC  
DT Connect II Member Corp  
DT Connect Europe Limited  
DT Dubai Golf Manager LLC  
DT Dubai Golf Manager Member Corp  
DT Dubai II Golf Manager LLC  
DT Dubai II Golf Manager Member Corp  
DT Endeavor I LLC  
DT Endeavor I Member Corp

DT Home Marks International LLC  
DT Home Marks International Member Corp  
DT India Venture LLC  
DT India Venture Managing Member Corp  
DT Jeddah Technical Services Manager LLC  
DT Jeddah Technical Services Manager Member Corp  
DT Lido Golf Manager LLC  
DT Lido Golf Manager Member Corp  
DT Lido Hotel Manager LLC  
DT Lido Hotel Manager Member Corp  
DT Lido Technical Services Manager LLC  
DT Lido Technical Services Manager Member Corp  
DT Marks Baku LLC  
DT Marks Baku Managing Member Corp  
DT Marks Bali LLC  
DT Marks Bali Member Corp  
DT Marks Dubai LLC  
DT Marks Dubai Member Corp  
DT Marks Gurgaon LLC  
DT Marks Gurgaon Managing Member Corp  
DT Marks Jersey City LLC  
DT Marks Jupiter LLC  
DT Marks Lido LLC  
DT Marks Lido Member Corp  
DT Marks Qatar LLC  
DT Marks Qatar Member Corp  
DT Marks Products International LLC  
DT Marks Products International Member Corp

DT Marks Pune LLC  
DT Marks Pune Managing Member Corp  
DT Marks Pune II LLC  
DT Marks Pune II Managing Member Corp  
DT Marks Rio LLC  
DT Marks Rio Member Corp  
DT Marks Vancouver LP  
DT Marks Vancouver Manager Corp  
DT Marks Worli LLC  
DT Marks Worli Member Corp  
DT Tower I LLC  
DT Tower I Member Corp  
DT Tower II LLC  
DT Tower II Member Corp  
DT Tower Gurgaon LLC  
DT Tower Gurgaon Managing Member Corp  
DT Tower Kolkata LLC  
DT Tower Kolkata Managing Member Corp  
DT Venture I LLC  
DT Venture I Member Corp  
DT Venture II LLC  
DT Venture II Member Corp  
DTTM Operations LLC  
DTTM Operations Managing Member Corp  
DTW Venture LLC  
DTW Venture Managing Member Corp  
EID Venture I LLC  
EID Venture I Corporation

EID Venture II LLC  
EID Venture II Member Corp  
Excel Venture I LLC  
Excel Venture I Corp.  
Fifty Seven Management Corp  
Fifty Seventh Street Associates LLC  
First Member, Inc.  
Flights Inc. (F/K/A Trump Flights Inc.)  
Florida Properties Management LLC  
Fontainbleu Apartments LLC  
Golf Productions LLC  
Golf Productions Member Corp.  
Golf Recreation Scotland Limited  
Helicopter Air Services, Inc.  
Highlander Hall, Inc.  
Hudson Waterfront Associates I, L.P.  
Hudson Waterfront Associates II, L.P.  
Hudson Waterfront Associates III, L.P.  
Hudson Waterfront Associates IV, L.P.  
Hudson Waterfront Associates V, L.P.  
Hudson Waterfront Associates, L.P.  
Indian Hills Holdings LLC (F/K/A Indian Hills Development LLC)  
Jupiter Golf Club LLC (Trump National Golf Club - Jupiter)  
Jupiter Golf Club Managing Member Corp  
Lamington Family Holdings LLC  
Lamington Farm Club, LLC  
Lawrence Towers Apartments LLC  
LFB Acquisition LLC

LFB Acquisition Member Corp  
Mar-A-Lago Club, Inc.  
Mar-A-Lago Club, L.L.C.  
Midland Associates  
Miss Universe L.P., LLLP (F/K/A Trump Pageants, L.P.)  
Nitto World Co., Limited  
Ocean Development Member Inc.  
OPO Hotel Manager LLC  
OPO Hotel Manager Member Corp  
OWO Developer LLC  
Mobile Payroll Construction LLC  
Mobile Payroll Construction Manager Corp  
Panama Ocean Club Management LLC  
Panama Ocean Club Management Member Corp  
Parc Consulting, Inc.  
Park Briar Associates  
Pine Hill Development Managing Member Corp  
Pine Hill Development LLC  
Plaza Consulting Corp  
Poker Venture LLC  
Poker Venture Managing Member Corp  
Reg-Tru Equities, Ltd.  
RPV Development LLC  
Scotland Acquisitions LLC  
Seven Springs LLC  
Shore Haven Management Corp  
Shore Haven Apt#1, Inc.  
Shore Haven Shopping Center LLC

SLC Turnberry Limited (Trump Turnberry)  
Storage 106 LLC  
Sussex Hall, Inc.  
Restaurant 40 LLC  
Restaurant 40 Member Corp  
T International Realty LLC (dba Trump International Realty)  
Tag Air, Inc.  
TC Marks Buenos Aires LLC  
THC Baku Hotel Manager Services LLC  
THC Baku Hotel Manager Services Member Corp.  
THC Baku Services LLC  
THC Baku Services Member Corp  
THC Barra Hotelaria LTDA.  
THC Central Reservations LLC  
THC Central Reservations Member Corp  
THC China Development LLC (F/K/A Trump China Development LLC)  
THC China Development Management Corp (F/K/A Trump China Development Management Corp)  
THC DC Restaurant Hospitality LLC  
THC Development Brazil Managing Member Corp  
THC Development Brazil LLC  
THC Jeddah Hotel Manager LLC  
THC Jeddah Hotel Manager Member Corp  
THC Hotel Development LLC  
THC IMEA Development LLC  
THC Miami Restaurant Hospitality Member Corp  
THC Miami Restaurant Hospitality LLC  
THC Rio Managing Member Corp  
THC Rio Manager LLC

THC Sales & Marketing LLC  
THC Sales & Marketing Member Corp  
THC China Technical Services Manager Corp  
THC China Technical Services LLC  
THC Qatar Hotel Manager LLC  
THC Qatar Hotel Manager Member Corp  
THC Services Shenzhen LLC  
THC Services Shenzhen Member Corp  
THC Shenzhen Hotel Manager LLC  
THC Shenzhen Hotel Manager Member Corp  
THC Vancouver Management Corp  
THC Vancouver Payroll ULC  
THC Venture I LLC  
THC Venture II LLC  
THC Venture I Managing Member Corp.  
THC Venture II Managing Member Corp.  
The Caribusiness RE Corp  
The Donald J. Trump Foundation, Inc.  
The East 61 St. Company, L.P.  
The Trump Corporation  
The Trump Follies Member Inc.  
The Trump Equitable Fifth Avenue Company  
TIGL Common Area Management Corp  
TIGL Ireland Enterprises Limited (Trump International Golf Links - Doonbeg)  
TIGL Ireland Management Limited  
TIHC Reservations LLC  
TIHH Member Corp  
TIHH Member LLC

TIHM Member Corp  
TIHT Chicago Member Acquisition LLC  
TIHT Commercial LLC  
TIHT Holding Company LLC  
TIHT Member LLC  
Tipperary Realty Corp.  
TMG Member, LLC  
TNGC Charlotte LLC  
TNGC Charlotte Manager Corp  
TNGC Dutchess County LLC (F/K/A Trump Marks Classis Cars LLC)  
TNGC Dutchess County Member Corp (F/K/A Trump Marks Classic Cars Member Corp)  
TNGC Jupiter Management LLC  
TNGC Jupiter Managing Member Corp  
TNGC Pine Hill LLC (F/K/A Crest Court LLC) (Trump National Golf Club - Philadelphia)  
TNGC Pine Hill Member Corp. (F/K/A Crest Court Member Corp)  
Toronto Development LLC  
Travel Enterprises Management Inc. (F/K/A Toys at Trump, Inc.)  
Trump 106 CPS LLC  
Trump 845 LP LLC  
Trump 845 UN GP LLC  
Trump 845 UN MGR Corp  
Trump 845 UN MGR LLC (F/K/A 845 UN LLC)  
Trump AC Casino Marks LLC  
Trump AC Casino Marks Member Corp  
Trump Acquisition Corp.  
Trump Acquisition, LLC  
Trump Books LLC  
Trump Books Manager Corp



Trump Brazil LLC  
Trump Briarcliff Manor Development LLC (F/K/A Briar Hall Development LLC)  
Trump Canadian Services Inc.  
Trump Canouan Estate LLC  
Trump Canouan Estate Member Corp  
Trump Caribbean LLC  
Trump Carousel LLC  
Trump Carousel Member Corp  
Trump Central Park West Corp  
Trump Chicago Commercial Member Corp  
Trump Chicago Commercial Manager LLC  
Trump Chicago Development LLC  
Trump Chicago Hotel Member Corp  
Trump Chicago Hotel Manager LLC  
Trump Chicago Managing Member LLC  
Trump Chicago Member LLC  
Trump Chicago Residential Member Corp  
Trump Chicago Residential Manager LLC  
Trump Chicago Retail LLC  
Trump Chicago Retail Manager LLC  
Trump Chicago Retail Member Corp  
Trump Commercial Chicago LLC  
Trump CPS Corp  
Trump CPS LLC  
Trump Delmonico LLC  
Trump Development Services LLC  
Trump Development Services Member Corp.  
Trump Drinks Israel LLC

Trump Drinks Israel Member Corp  
Trump Education ULC  
Trump Empire State, Inc.  
Trump Endeavor 12 LLC (Trump National Doral)  
Trump Endeavor 12 Manager Corp  
Trump EU Marks LLC  
Trump EU Marks Member Corp  
The Trump Entrepreneur Initiative LLC (F/K/A Trump University CA LLC)  
Trump Ferry Point LLC  
Trump Ferry Point Member Corp  
Trump Florida Management LLC  
Trump Florida Manager Corp.  
The Trump Follies LLC  
Trump Golf Acquisition LLC  
Trump Golf Coco Beach LLC  
Trump Golf Coco Beach Member Corp  
Trump Golf Management LLC  
Trump Home Marks LLC  
Trump Home Marks Member Corp  
Trump Ice LLC  
Trump Ice, Inc.  
Trump International Development LLC  
Trump International Development Member Corp  
Trump International Golf Club LC (Trump International Golf Club - Florida)  
Trump International Golf Club Scotland Limited  
Trump International Golf Club, Inc.  
Trump International Hotel Hawaii LLC  
Trump International Hotels Management LLC

Trump International Management Corp  
Trump Korean Projects LLC  
Trump Las Olas LLC  
Trump Las Olas Member Corp  
Trump Las Vegas Corp.  
Trump Las Vegas Development LLC  
Trump Las Vegas Managing Member LLC  
Trump Las Vegas Member LLC  
Trump Las Vegas Sales & Marketing Inc.  
Trump Lauderdale Development 2 LLC  
Trump Lauderdale Development LLC  
Trump Management Inc.  
Trump Marketing LLC  
Trump Marks Asia Corp  
Trump Marks Asia LLC  
Trump Marks Atlanta LLC  
Trump Marks Atlanta Member Corp  
Trump Marks Batumi LLC  
Trump Marks Batumi Member Corp  
Trump Marks Canouan Corp  
Trump Marks Canouan LLC  
Trump Marks Chicago LLC  
Trump Marks Chicago Member Corp  
Trump Marks Dubai Corp  
Trump Marks Dubai LLC  
Trump Marks Egypt Corp  
Trump Marks Egypt LLC  
Trump Marks Fine Foods LLC

Trump Marks Fine Foods Member Corp  
Trump Marks Ft. Lauderdale LLC  
Trump Marks Ft. Lauderdale Member Corp  
Trump Marks GP Corp  
Trump Marks Holding LP (F/K/A Trump Marks LP)  
Trump Marks Hollywood Corp  
Trump Marks Hollywood LLC  
Trump Marks Istanbul II Corp.  
Trump Marks Istanbul II LLC  
Trump Marks Jersey City Corp.  
Trump Marks Jersey City LLC  
Trump Marks Las Vegas Corp  
Trump Marks Las Vegas LLC  
Trump Marks LLC  
Trump Marks Mattress LLC  
Trump Marks Mattress Member Corp.  
Trump Marks Menswear LLC  
Trump Marks Menswear Member Corp  
Trump Marks Mortgage Corp.  
Trump Marks Mtg LLC  
Trump Marks Mumbai LLC  
Trump Marks Mumbai Member Corp  
Trump Marks New Rochelle Corp.  
Trump Marks New Rochelle LLC  
Trump Marks Palm Beach Corp.  
Trump Marks Palm Beach LLC  
Trump Marks Panama Corp  
Trump Marks Panama LLC

Trump Marks Philadelphia Corp  
Trump Marks Philadelphia LLC  
Trump Marks Philippines LLC  
Trump Marks Philippines Corp  
Trump Marks Products LLC  
Trump Marks Products Member Corp  
Trump Marks Puerto Rico I LLC  
Trump Marks Puerto Rico I Member Corp  
Trump Marks Punta del Este LLC  
Trump Marks Punta del Este Manager Corp  
The Donald J. Trump Company LLC  
The Trump Marks Real Estate Corp  
Trump Marks Real Estate LLC  
Trump Marks SOHO License Corp  
Trump Marks SOHO LLC  
Trump Marks Stamford Corp  
Trump Marks Stamford LLC  
Trump Marks Sunny Isles I LLC  
Trump Marks Sunny Isles I Member Corp.  
Trump Marks Sunny Isles II LLC  
Trump Marks Sunny Isles II Member Corp.  
Trump Marks Tampa Corp  
Trump Marks Tampa LLC  
Trump Marks Toronto Corp  
Trump Marks Toronto LLC  
Trump Marks Toronto LP (F/K/A Trump Toronto Management LP)  
Trump Marks Waikiki Corp  
Trump Marks Waikiki LLC

Trump Marks Westchester Corp.  
Trump Marks Westchester LLC  
Trump Marks White Plains Corp  
Trump Marks White Plains LLC  
Trump Miami Resort Management LLC  
Trump Miami Resort Management Member Corp  
Trump National Golf Club Colts Neck LLC  
Trump National Golf Club Colts Neck Member Corp  
Trump National Golf Club LLC (Trump National Golf Club - Westchester)  
Trump National Golf Club Member Corp  
Trump National Golf Club Washington DC LLC  
Trump National Golf Club Washington DC Member Corp.  
Trump Old Post Office LLC  
Trump Old Post Office Member Corp.  
Trump Organization LLC  
The Trump Organization, Inc.  
Trump Pageants, Inc.  
Trump Palace/Parc LLC  
Trump Panama Condominium Management LLC  
Trump Panama Condominium Member Corp  
Trump Panama Hotel Management LLC  
Trump Panama Hotel Management Member Corp  
Trump Park Avenue Acquisition LLC  
Trump Park Avenue LLC  
Trump Payroll Chicago LLC  
Trump Payroll Corp.  
Trump Phoenix Development LLC  
Trump Plaza LLC

Trump Plaza Member Inc. (F/K/A Trump Plaza Corp.)  
Trump Productions LLC (F/K/A Rancho Lien LLC)  
Trump Production Managing Member Inc.  
Trump Realty Services, LLC (F/K/A Trump Mortgage Services LLC & F/K/A Tower Mortgage Services LLC)  
Trump Restaurants LLC  
Trump Riverside Management LLC  
Trump Ruffin Commercial LLC  
Trump Ruffin LLC  
Trump Ruffin Tower I LLC  
Trump Sales & Leasing Chicago LLC  
Trump Sales & Leasing Chicago Member Corp  
Trump Scotland Member Inc.  
Trump Scotsborough Square LLC  
Trump Scotsborough Square Member Corp.  
Trump Soho Member LLC  
Trump Toronto Development Inc.  
Trump Toronto Hotel Management Corp.  
Trump Toronto Member Corp. (F/K/A Trump Toronto Management Member Corp)  
Trump Tower Commercial LLC  
Trump Tower Managing Member Inc.  
Trump Village Construction Corp.  
Trump Vineyard Estates LLC  
Trump Vineyard Estates Manager Corp.  
Trump Vineyard Estates Lot 3 Owner LLC (F/K/A Eric Trump Land Holdings LLC)  
Trump Vineyard Estates Manager Corp  
Trump Virginia Acquisitions LLC (F/K/A Virginia Acquisitions LLC)  
Trump Virginia Acquisitions Manager Corp.  
Trump Virginia Lot 5 LLC

Trump Virginia Lot 5 Manager Corp.  
Trump Wine Marks LLC  
Trump Wine Marks Member Corp.  
Trump World Productions LLC  
Trump World Productions Manager Corp  
Trump World Publications LLC  
Trump/New World Property Management LLC  
Trump's Castle Management Corp  
Trump Marks White Plains Corp  
TTTT Venture LLC (F/K/A THC Venture III LLC)  
TTTT Venture Member Corp (F/K/A THC Venture III Member Corp)  
Turnberry Scotland Managing Member Corp  
Turnberry Scotland LLC  
TW Venture I LLC  
TW Venture II LLC  
TW Venture I Managing Member Corp  
TW Venture II Managing Member Corp  
Ultimate Air Corp.  
Unit 2502 Enterprises Corp  
Unit 2502 Enterprises LLC  
VH Property Corp (Trump National Golf Club - Los Angeles)  
VHPS LLC  
West Palm Operations LLC  
Wexford Hall Inc.  
White Course LLC  
White Course Managing Member Corp  
Wilshire Hall LLC  
Wollman Rink Operations LLC



Yorktown Real Estate LLC (F/K/A Yorktown Development Associates LLC)  
The Fred C. Trump December 16, 1976 Trust- F/B/O Donald J. Trump  
The Fred C. Trump December 16, 1976 Trust- F/B/O Robert S. Trump  
The Fred C. Trump December 16, 1976 Trust- F/B/O Elizabeth J. Trump  
Fred C. Trump, GRAT Trust- F/B/O Elizabeth Trump Grau  
Trust U/W/O Fred C. Trump- F/B/O Elizabeth Trump Grau  
Maryanne Trump GRAT Trust- F/B/O Elizabeth Trump Grau  
Trust U/W/O Fred C. Trump- F/B/O the grandchildren of Fred C. Trump  
Trust U/W/O Fred C. Trump- F/B/O Tiffany Ariana Trump  
The Donald J. Trump Grantor Trust  
The Donald J. Trump Revocable Trust  
The Police Athletic League, Inc.  
William M Trump Medical Fund LLC





# Exhibit 13

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)



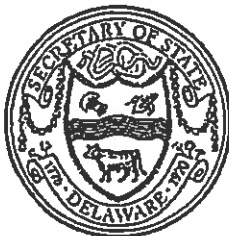
# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "TRUMP OLD POST OFFICE MEMBER CORP", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF JUNE, A.D. 2011, AT 11 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



5005098 8100

110780826

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8876464

DATE: 06-30-11

STATE of DELAWARE  
CERTIFICATE of INCORPORATION  
A STOCK CORPORATION

TRUMP OLD POST OFFICE MEMBER CORP

- **First:** The name of this Corporation is Trump Old Post Office Member Corp
- **Second:** Its registered office in the State of Delaware is to be located at 160 Greentree Drive, Suite #101 Street, in the City of Dover County of Kent Zip Code 19904. The registered agent in charge thereof is National Registered Agents, Inc.
- **Third:** The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
- **Fourth:** The amount of the total stock of this corporation is authorized to issue is 100 shares (number of authorized shares) with a par value of 0 per share.
- **Fifth:** The name and mailing address of the incorporator are as follows:  
Name David Orowitz  
Mailing Address 725 Fifth Avenue  
New York, NY Zip Code 10022
- **I, The Undersigned,** for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 29<sup>th</sup> day of June, A.D. 2011.

BY: (b) (6)  
  
(Incorporator)

NAME: David Orowitz

**BY-LAWS**  
**OF**  
**TRUMP OLD POST OFFICE MEMBER CORP**  
(A Delaware Corporation)

**ARTICLE I**

**Stockholders**

Section 1. Place of Meetings. Meetings of stockholders shall be held at such place, either within or without the State of Delaware, as shall be designated from time to time by the Chairman of the Board of Directors, President or Secretary.

Section 2. Annual Meetings. Annual meetings of stockholders shall be held on such date, at such time and at such place as shall be designated from time to time by the Chairman of the Board of Directors, President or Secretary. At each annual meeting the stockholders shall elect a Board of Directors by plurality vote and transact such other business as may be properly brought before the meeting.

Section 3. Special Meetings. Special meetings of the stockholders may be called by the Chairman of the Board of Directors, President or Secretary of the corporation.

Section 4. Notice of Meetings. Written notice of each meeting of the stockholders stating the place, date and hour of the meeting shall be given by or at the direction of the Board of Directors to each stockholder entitled to vote at the meeting at least ten, but not

more than sixty, days prior to the meeting. Notice of any special meeting shall state in general terms the purpose or purposes for which the meeting is called.

Section 5. Quorum: Adjournments of Meetings. The holders of a majority of the issued and outstanding shares of the capital stock of the corporation entitled to vote at a meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business at such meeting; but, if there be less than a quorum, the holders of a majority of the stock so present or represented may adjourn the meeting to another time or place, from time to time, until a quorum shall be present, whereupon the meeting may be held, as adjourned, without further notice, except as required by law, and any business may be transacted thereat which might have been transacted at the meeting as originally called.

Section 6. Voting. At any meeting of the stockholders every registered owner of shares entitled to vote may vote in person or by proxy and, except as otherwise provided by statute, in the Certificate of Incorporation or these By-Laws, shall have one vote for each such share standing in his name on the books of the corporation. Except as otherwise required by statute, the Certificate of Incorporation or these By-Laws, all elections of Directors shall be decided by a plurality of votes cast, and all other matters shall be decided by a majority of the votes cast.

Section 7. Inspectors of Election. The Board of Directors, or, if the Board shall not have made the appointment, the Chairman or Secretary presiding at any meeting of stockholders, shall have power to appoint one or more persons to act as inspectors of election at



the meeting or any adjournment thereof, but no candidate for the office of Director shall be appointed as an inspector at any meeting for the election of Directors.

Section 8. Chairman of Meetings. The Chairman of the Board or, in his absence, the President or Secretary shall preside as Chairman of a meeting of the stockholders. In the absence of both the Chairman of the Board and the President, a majority of the members of the Board of Directors present in person at such meeting may appoint any other person to act as Chairman of the meeting.

Section 9. Secretary of Meetings. The Secretary of the corporation shall act as Secretary of all meetings of the stockholders. In the absence of the Secretary, the Chairman of the meeting shall appoint any other person to act as Secretary of the meeting.

Section 10. Stockholders' Action Without Meetings. Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting, if a written consent thereto is signed by all the stockholders, and such written consent is filed with the minutes of proceedings of the stockholders.

## ARTICLE II

### Board of Directors

Section 1. Number of Directors. The number of Directors shall be as determined from time to time by the Board of Directors or the stockholders. The initial number of Directors shall be 1.

Section 2. Vacancies. Whenever any vacancy shall occur in the Board of Directors by reason of death, resignation, removal, increase in the number of Directors or otherwise, it may be filled by a majority of the Directors then in office, although less than a quorum, or by a sole remaining Director, for the balance of the term or, if the Board has not filled such vacancy, it may be filled by the stockholders.

Section 3. First Meeting. The first meeting of each newly elected Board of Directors, of which no notice shall be necessary, shall be held immediately following the annual meeting of stockholders or any adjournment thereof at the place the annual meeting of stockholders was held at which such Directors were elected, or at such other place as a majority of the members of the newly elected Board of Directors who are then present shall determine, for the election or appointment of a Chairman of the Board of Directors and Officers for the ensuing year and the transaction of such other business as may be brought before such meeting.

Section 4. Regular Meetings. Regular meetings of the Board of Directors, other than the first meeting, may be held without notice at such times and places as the Board of Directors may from time to time determine.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by order of the Chairman of the Board, President or Secretary. Notice of the time and place of each special meeting shall be given by or at the direction of the person or persons calling the meeting by mailing the same at least three days before the meeting or by telephoning, telegraphing or delivering personally the same at least twenty-four hours before the meeting to each Director. Except as otherwise specified in the notice thereof, or as required by statute, the Certificate of Incorporation or these By-Laws, any and all business may be transacted at any special meeting of the Board of Directors.

Section 6. Place of Conference Call Meeting. Any meeting at which one or more of the members of the Board of Directors or of a committee designated by the Board of Directors shall participate by means of conference telephone or similar communications equipment shall be deemed to have been held at the place designated for such meeting, provided that at least one member is at such place while participating in the meeting.

Section 7. Organization. Every meeting of the Board of Directors shall be presided over by the Chairman of the Board, or, in his absence, the President. In the absence of the Chairman of the Board and the President, a presiding Officer shall be chosen by a majority of the Directors present. The Secretary of the corporation shall act as Secretary of the meeting but, in his absence, the presiding Officer may appoint any person to act as Secretary of the meeting.

Section 8. Quorum; Vote. A majority of the total number of Directors shall constitute a quorum for the transaction of business, but less than a quorum may adjourn any

meeting to another time or place from time to time until a quorum shall be present, whereupon the meeting may be held, as adjourned, without further notice. Except as otherwise required by statute, the Certificate of Incorporation or these By-Laws, all matters coming before any meeting of the Board of Directors shall be decided by the vote of a majority of the Directors present at the meeting, a quorum being present.

Section 9. Removal of Directors. Any one or more of the Directors shall be subject to removal with or without cause at any time by the stockholders.

Section 10. Committees. Except as otherwise required by statute, the Certificate of Incorporation or these By-Laws, the Board of Directors may, by resolution passed by a majority of the Board of Directors, designate one or more committees, each committee to consist of two or more Directors. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of any such committee or committees, the member or members thereof present at any meetings and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise the powers and authority of the Board of Directors in the management of the business and affairs of the corporation with the exception of any authority the delegation of which is prohibited by Section 141 of the General Corporation Law of the State of Delaware ("Delaware General Corporation Law"), the Certificate of

Incorporation or these By-Laws, and may authorize the seal of the corporation to be affixed to all papers which may require it.

Section 11. Directors' Action Without Meetings. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent thereto is signed by all members of the Board of Directors or such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee.

### ARTICLE III

#### Officers

Section 1. General. The Board of Directors shall elect the Officers of the corporation, which shall include a Chairman of the Board, a President, a Secretary and a Treasurer and such other or additional Officers (including, without limitation, one or more Senior Vice Presidents, Vice Presidents, Assistant Secretaries and Assistant Treasurers) as the Board of Directors may designate.

Section 2. Term of Office: Removal and Vacancy. Each Officer shall hold his office until his successor is elected and qualified or until his earlier resignation or removal. Any Officer shall be subject to removal with or without cause at any time by the Board of Directors. Vacancies in any office, whether occurring by death, resignation, removal or otherwise, may be filled by the Board of Directors.

Section 3. Powers and Duties. Each of the Officers of the corporation shall, unless otherwise ordered by the Board of Directors, have such powers and duties as generally pertain to his respective office as well as such powers and duties as from time to time may be conferred upon him by the Board of Directors.

Section 4. Power to Vote Stock. Unless otherwise ordered by the Board of Directors, the Chairman of the Board and the President each shall have full power and authority on behalf of the corporation to attend and to vote at any meeting of stockholders of any corporation in which this corporation may hold stock, and may exercise on behalf of this corporation any and all of the rights and powers incident to the ownership of such stock at any such meeting and shall have power and authority to execute and deliver proxies, waivers and consents on behalf of the corporation in connection with the exercise by the corporation of the rights and powers incident to the ownership of such stock. The Board of Directors, from time to time, may confer like powers upon any other person or persons.

#### ARTICLE IV

##### Capital Stock

Section 1. Certificates of Stock. Certificates for stock of the corporation shall be in such form as the Board of Directors may from time to time prescribe and shall be signed by the Chairman of the Board or a Vice Chairman of the Board or the President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary.

Section 2. Transfer of Stock. Shares of capital stock of the corporation shall be transferable on the books of the corporation only by the holder of record thereof, in person or by duly authorized attorney, upon surrender and cancellation of certificates for a like number of shares, with an assignment or power of transfer endorsed thereon or delivered therewith, duly executed, and with such proof of the authenticity of the signature and of authority to transfer, and of payment of transfer taxes, as the corporation or its agents may require.

Section 3. Ownership of Stock. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the owner thereof in fact and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

## ARTICLE V

### Miscellaneous

Section 1. Corporate Seal. The seal of the corporation shall be circular in form and shall contain the name of the corporation and the year and State of incorporation.

Section 2. Fiscal Year. The fiscal year of the Corporation shall end on the 31st of December unless otherwise determined by the Board of Directors.

## ARTICLE VI

### Amendment

The Board of Directors shall have the power to make, alter or repeal the By-Laws of the corporation subject to the power of the stockholders to alter or repeal the By-Laws made or altered by the Board of Directors.

## ARTICLE VII

### Indemnification

Section 1. It being the intent of the corporation to provide maximum protection available under Section 145 of the General Corporation Law of Delaware, as it may be amended and supplemented, to its Officers and Directors and each person who serves or served as an officer or director of any other corporation, partnership, joint venture, trust or other enterprise at the request of the corporation and may indemnify any and all other persons whom it has the power to indemnify under that section from and against any and all of the expenses, liabilities or other matters referred to in or covered by that section, and the indemnification provided for herein will not be deemed exclusive of any other rights to which any person indemnified may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding that office, and will continue as to a person who has ceased to be a Director or Officer and will inure to the benefit of the heirs, executors, and administrators of such a person. The indemnification provided by this Article VII shall apply as written to acts or omissions of



persons covered by this Article occurring prior to any amendment of these By-Laws,  
notwithstanding any such amendment.



**WRITTEN CONSENT  
OF MANAGER  
OF  
TRUMP OLD POST OFFICE LLC  
(a Delaware Limited Liability Company)**

**January 19, 2017**

The undersigned, being the Manager of Trump Old Post Office LLC (the "Company"), a limited liability company organized and existing under the Delaware Limited Liability Company Act, in accordance with the Second Amended and Restated Limited Liability Company Agreement of the Company, dated as of December 31, 2013, does hereby consent in writing to the adoption of the following resolutions:

**RESOLVED**, that the following persons are hereby elected to the office set opposite their name, to hold such office(s) at the pleasure of the Manager of the Company or until the due election and qualification of their successor:

<u>Name</u>	<u>Office</u>
Donald J. Trump, Jr.	President
Allen Weisselberg	Vice President, Treasurer and Secretary

**FURTHER RESOLVED**, that the Company authorizes and directs in the name of, and on behalf of, the Company, the above listed officers to execute and deliver or cause to be executed and delivered all (i) correspondence with respect to the routine day to day operations of the Company's business and (ii) service contracts or agreements with third parties, and documents ancillary thereto, in respect of the operation of the Company, and such amendments, changes and modifications thereto as are necessary to ensure the continued provision of services to the Company, (b) (4)

(b) (4)

[SIGNATURE PAGE FOLLOWS]

**FURTHER RESOLVED**, that all actions taken by the above listed officers of the Company, whether before, on or after the date hereof, in the name and on behalf of the Company are hereby ratified, confirmed and approved in all respects.

**IN WITNESS WHEREOF**, the undersigned Manager has executed this Written Consent as of the date first set forth above.

**TRUMP OLD POST OFFICE MEMBER CORP**

By: 

Name: Donald J. Trump, Jr.

Title: President

**WRITTEN CONSENT  
OF DIRECTORS**

January 19, 2017

The undersigned, being all of the Directors of Trump Old Post Office Member Corp, a Delaware corporation (the "**Corporation**"), hereby adopt, by this written consent (this "**Written Consent**"), the following resolutions with the same force and effect as if they had been unanimously adopted at a duly convened meeting of the Board of Directors of each Corporation:

**RESOLVED**, that the following individuals are hereby elected to the offices set opposite their names, to hold such offices at the pleasure of the Board of Directors of the Corporation or until the due election and qualification of their successor(s):

<u>Name</u>	<u>Office</u>
Donald J. Trump, Jr.	President
Allen Weisselberg	Vice President, Treasurer and Secretary

**FURTHER RESOLVED**, that all actions heretofore taken by the officers of the Corporations in the name and on behalf of the Corporations are hereby ratified, confirmed and approved in all respects.

**IN WITNESS WHEREOF**, the undersigned have executed this Written Consent as of the date first set forth above.

**DIRECTORS:**

  
Donald J. Trump, Jr.

(b) (6)

  
Allen Weisselberg

**WRITTEN CONSENT  
OF  
DJT HOLDINGS LLC  
(a Delaware Limited Liability Company)**

**January 19, 2017**

The undersigned, being the manager of DJT Holdings LLC (the "Company"), a limited liability company organized and existing under the Delaware Limited Liability Company Act, does hereby consent in writing to the adoption of the following resolutions:

**RESOLVED**, that the election of the following persons to the office set opposite their name, as reflected in resolutions of the Company dated January 13, 2017, is hereby ratified and confirmed, with such officers to hold such office at the pleasure of the manager of the Company or until the due election and qualification of their successor:

<u>Name</u>	<u>Office</u>
<b>Donald J. Trump, Jr.</b>	<b>President</b>
<b>Allen Weisselberg</b>	<b>Vice President and Treasurer</b>

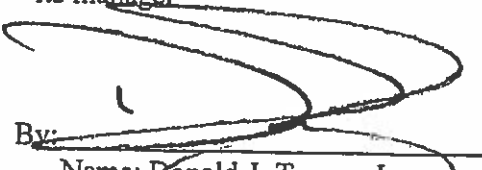
**RESOLVED**, that Allen Weisselberg is hereby elected to the office of Secretary of the Company, to hold such office at the pleasure of the manager of the Company or until the due election and qualification of his successor.

**RESOLVED**, that all actions taken by the above listed officers, whether before, on or after the date hereof, in the name and on behalf of the Company are hereby ratified, confirmed and approved in all respects.

**IN WITNESS WHEREOF**, the undersigned manager has executed this Written Consent as of the date first set forth above.

**DJT HOLDINGS LLC,**  
a Delaware limited liability company

By: DJT Holdings Managing Member LLC,  
its manager

By:   
Name: **Donald J. Trump, Jr.**  
Title: **President**

**WRITTEN CONSENT  
OF  
DJT HOLDINGS MANAGING MEMBER LLC  
(a Delaware Limited Liability Company)**

**January 19, 2017**

The undersigned, being the sole member of DJT Holdings Managing Member LLC (the "Company"), a limited liability company organized and existing under the Delaware Limited Liability Company Act (the "Act"), in accordance with Section 18-302(d) of the Act:

**DOES HEREBY CONSENT IN WRITING** to the adoption of the following resolutions:

**RESOLVED**, that the following persons are hereby elected to the office set opposite their name, to hold such office at the pleasure of the member of the Company or until the due election and qualification of their successor:


<u>Name</u>	<u>Office</u>
<b>Donald J. Trump, Jr.</b>	<b>President</b>
<b>Allen Weisselberg</b>	<b>Vice President, Treasurer and Secretary</b>

**RESOLVED**, that all actions taken by the above listed officers, whether before, on or after the date hereof, in the name and on behalf of the Company are hereby ratified, confirmed and approved in all respects.

**IN WITNESS WHEREOF**, the undersigned member has executed this Written Consent as of the date first set forth above.

**DJT HOLDINGS MANAGING MEMBER LLC,**  
a Delaware limited liability company

By: The Donald J. Trump Revocable Trust  
dated April 7, 2014, its sole member

By:   
Name: Donald J. Trump, Jr.  
Title: Trustee

By:   
Name: Allen Weisselberg  
Title: Trustee

**Summary of Contribution and Distribution Provisions of  
Second Amended and Restated Limited Liability Agreement of  
Trump Old Post Office LLC (“OPO”)**

*Contributions.* Section 2.1 of the Second Amended and Restated Limited Liability Agreement of Trump Old Post Office LLC (the “OPO Agreement”) provides for contributions. Contributions are not required or permitted without the unanimous consent of OPO Managing Member and DJT Holdings LLC (“Holdings”). (b) (4)

(b) (4) (b) (4)  
Generally, any other Member can elect to make all or part of a required contribution, but if Members subscribe for more than the total required contribution, then OPO Managing Member can apportion the subscriptions so that an oversubscribing Member can contribute at least a portion of the contribution that corresponds to that Member’s Percentage Interest in OPO.

*Distributions.* Section 3.2 of the OPO Agreement provides for two types of distributions: distributions that are made from the proceeds of capital transactions (e.g., sales and loans) and ordinary distributions. Distributions of the proceeds of capital transactions are made in proportion to the Members’ relative unrecovered capital contribution balances, which are the Member’s contributions compounded by an amount computed like 4% interest.

Distributions that are not sourced to capital transactions are made in proportion to the Members’ percentage interests.

**General Summary of the Capital Account and Distribution Provisions of  
The Limited Liability Company Agreements**

*Capital Accounts.* Section 2.3 of the agreements provide that capital accounts are maintained for each member. Capital accounts are increased to reflect contributions, profits, and other amounts that are required to be credited in accordance with the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder (the "Regulations."). Capital accounts are decreased to reflect distributions, losses, and other amounts that are required to be debited in accordance with the Code and the Regulations.

*Distributions.* Section 3.2 of the agreements provide that distributions shall be made from the funds of the company that the manager determines are available for distribution after setting aside such amounts as the manager deems advisable to retain for any company purpose. Distributions shall be made to the members in proportion to their percentage interests.



I, Ivanka Trump, hereby resign from each and every office and position I hold in the entities listed on Exhibit A hereto. My resignation shall be effective immediately.

DATED this 12 day of January 2017

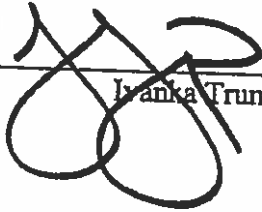
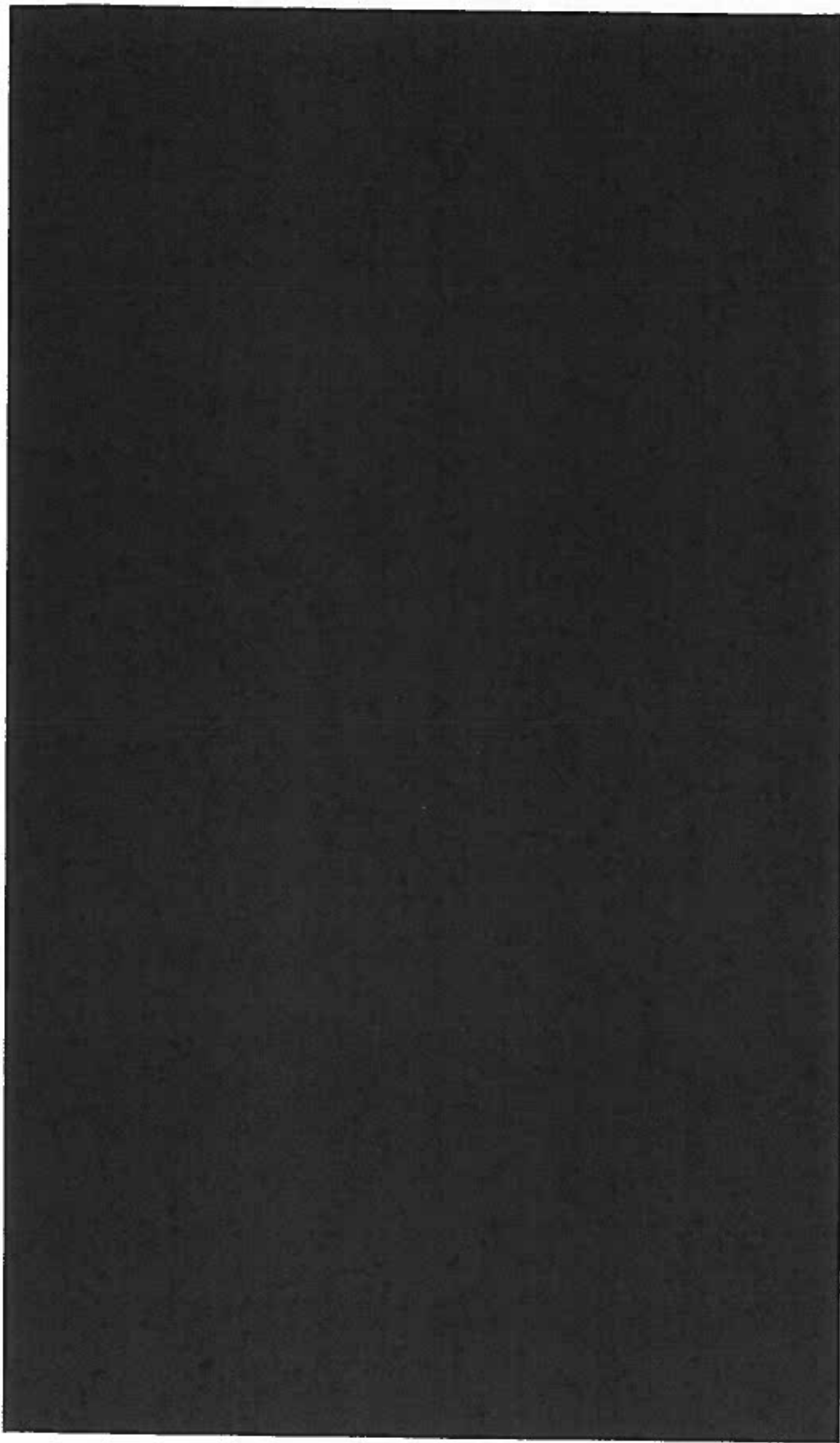
  
\_\_\_\_\_  
Ivanka Trump

Exhibit A



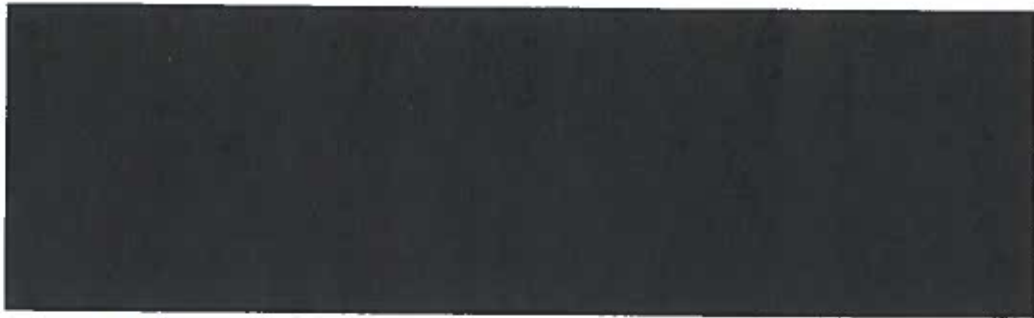
8



8

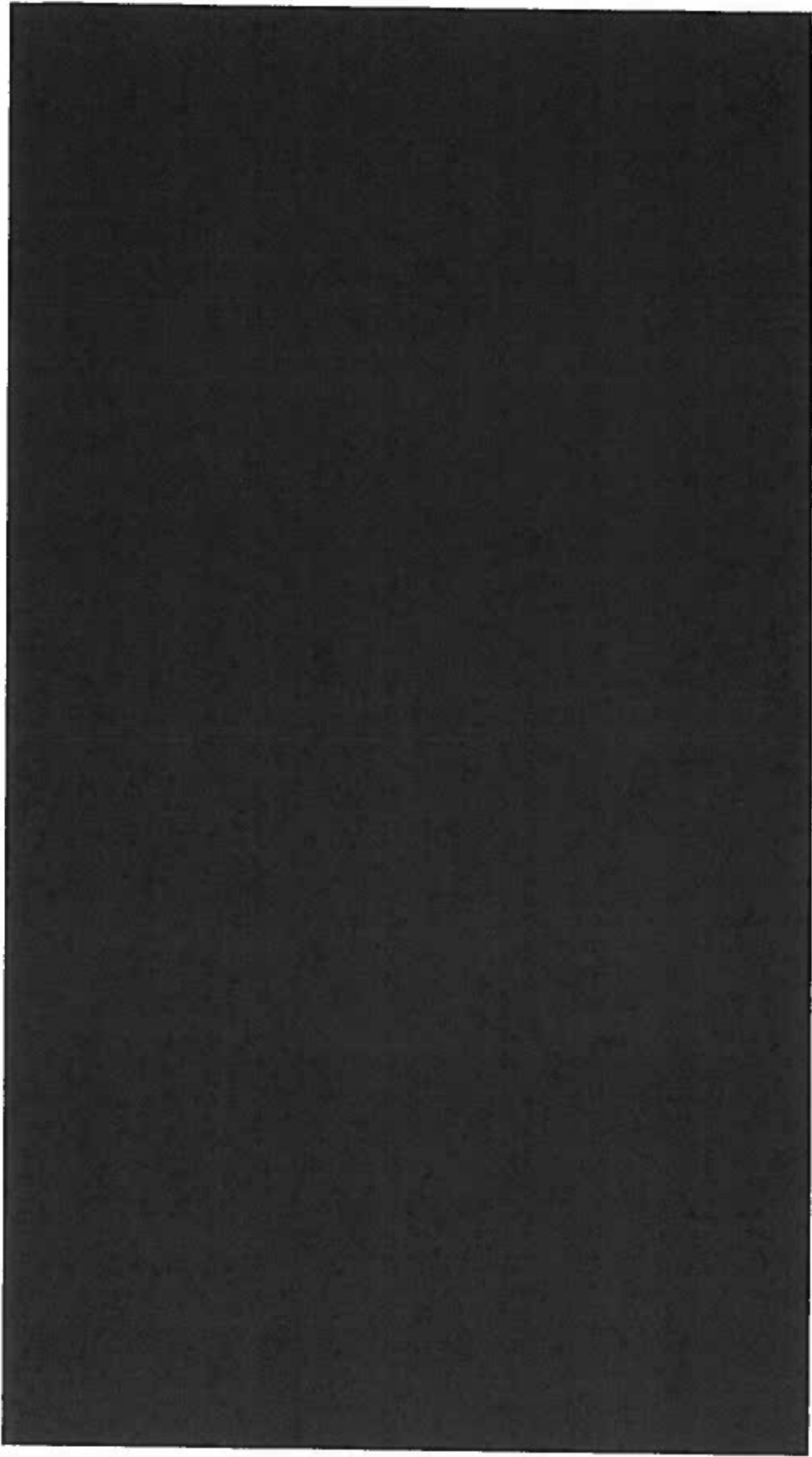
8



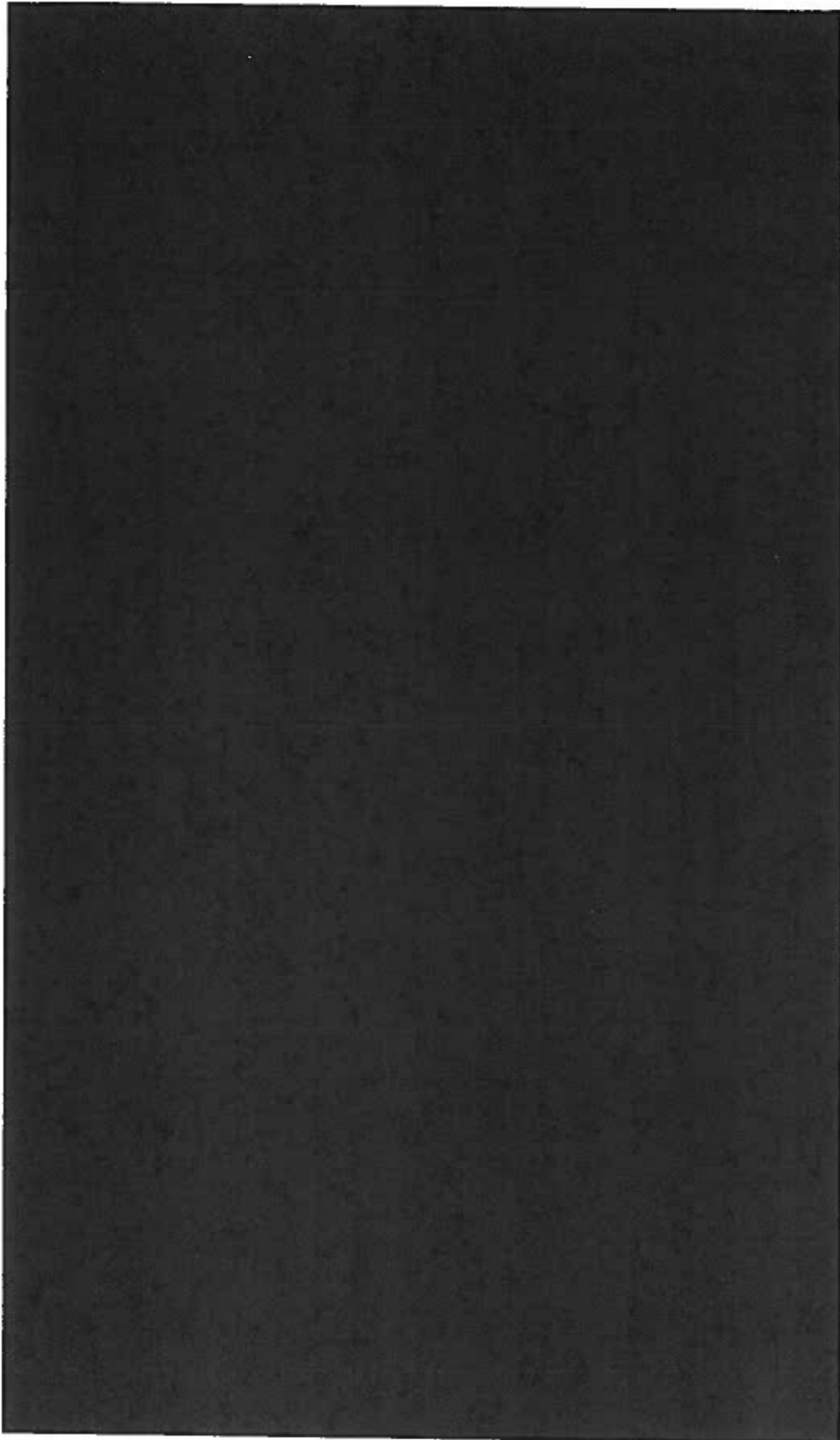


IVANKA OPO LLC









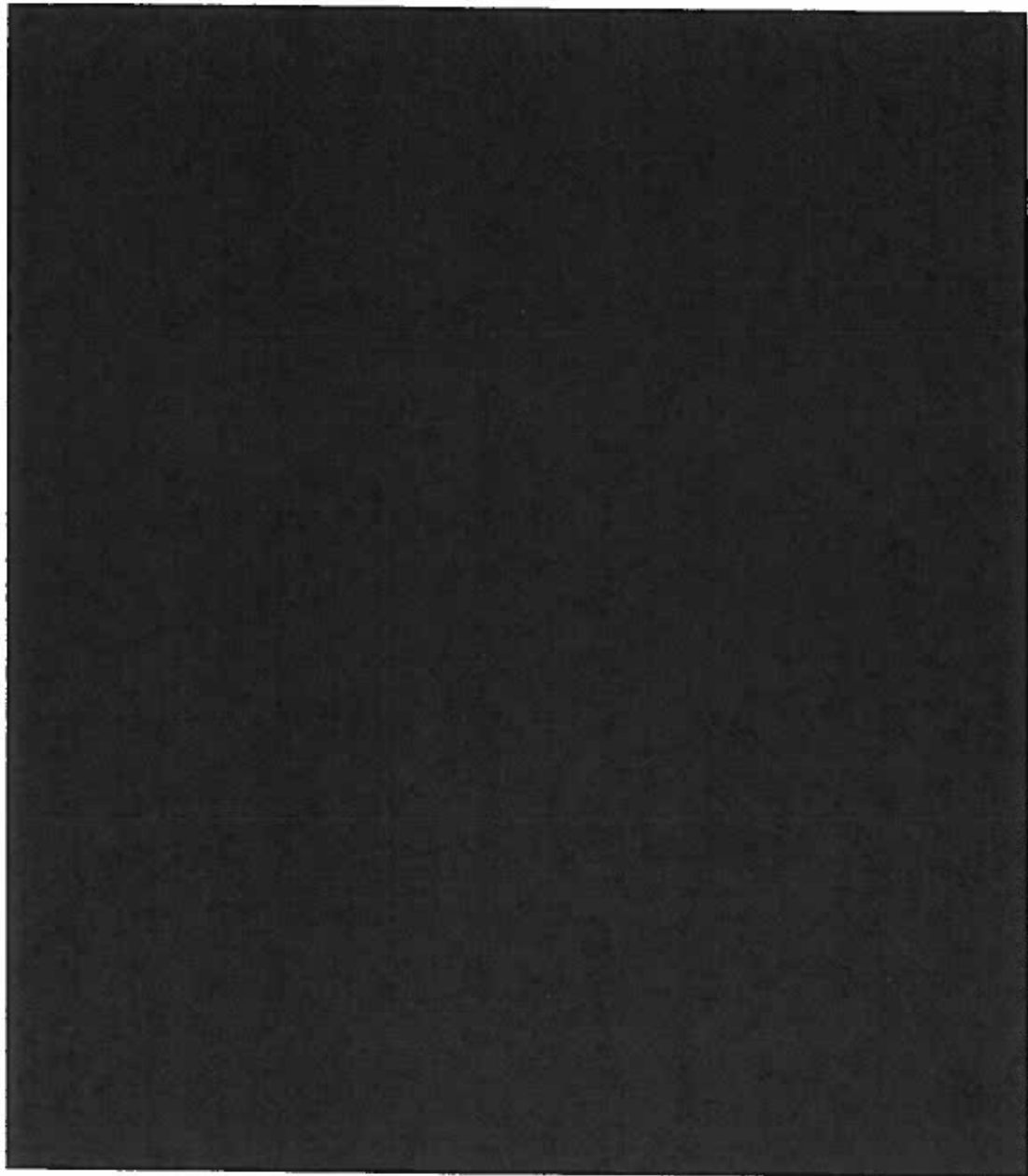
88

88

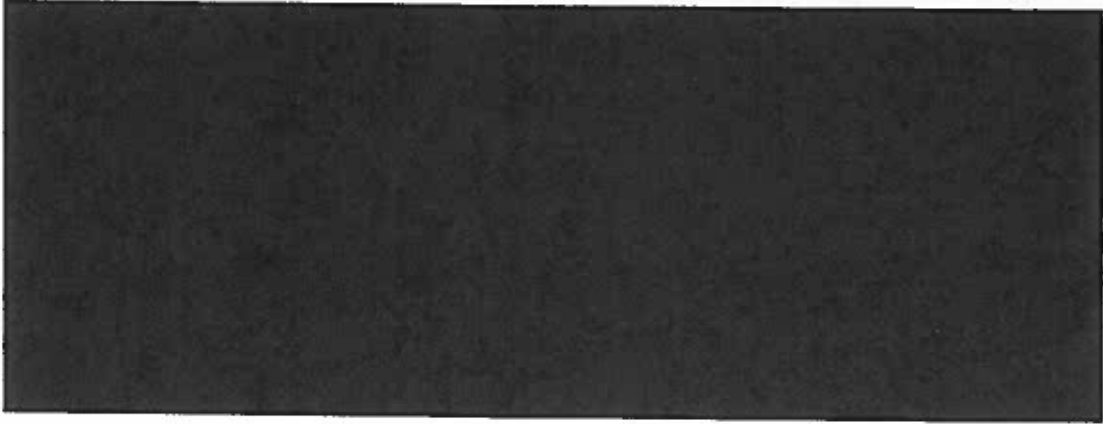
88







TRUMP OLD POST OFFICE LLC





## SUMMARY OF THE IVANKA TRUMP REVOCABLE TRUST TERMS

1. The Ivanka Trump Revocable Trust dated August 13, 2010 (the "Trust"), is in full force and effect and has not been altered, amended, revoked or terminated.
  2. Ivanka Trump, of New York, New York, is the Donor of the Trust.
  3. Ivanka Trump is the current Trustee (the "Trustee") of the Trust.
  4. There are no other current Trustees.
  5. The purpose of the Trust is to hold assets for the exclusive benefit of Ivanka Trump.
  6. Donald J. Trump is not a beneficiary of the Trust.
  7. The Trustee has all the powers contained under New York law.
  8. The Trust uses Ivanka Trump's social security number as the taxpayer identification number.
  9. There are no facts which constitute conditions precedent to acts by the Trustee or which are in any other manner germane to affairs of the Trust.
- 
-

## SUMMARY OF THE ERIC F. TRUMP REVOCABLE TRUST TERMS

1. The Eric F. Trump Revocable Trust - 2015 dated June 5, 2015 (the "Trust"), is in full force and effect and has not been altered, amended, revoked or terminated.
2. Eric F. Trump, of New York, New York, is the Donor of the Trust.
3. Eric F. Trump is the current Trustee (the "Trustee") of the Trust.
4. There are no other current Trustees.
5. Donald J. Trump is not a beneficiary of the Trust.
6. The purpose of the Trust is to hold assets for the exclusive benefit of Eric F. Trump.
7. The Trustee has all the powers contained under New York law.
8. The Trust uses Eric F. Trump's social security number as the taxpayer identification number.
9. There are no facts which constitute conditions precedent to acts by the Trustee or which are in any other manner germane to affairs of the Trust.

SUMMARY OF THE DONALD J. TRUMP JR. REVOCABLE TRUST TERMS

1. The Donald J. Trump Jr. Revocable Trust dated October 5, 2015 (the "Trust"), is in full force and effect and has not been altered, amended, revoked or terminated.
  2. Donald J. Trump, Jr., of New York, New York, is the Donor of the Trust.
  3. Donald J. Trump, Jr. is the current Trustee (the "Trustee") of the Trust.
  4. There are no other current Trustees.
  5. The purpose of the Trust is to hold assets for the exclusive benefit of Donald J. Trump, Jr.
  6. Donald J. Trump is not a beneficiary of the Trust.
  7. The Trustee has all the powers contained under New York law.
  8. The Trust uses Donald J. Trump, Jr.'s social security number as the taxpayer identification number.
  9. There are no facts which constitute conditions precedent to acts by the Trustee or which are in any other manner germane to affairs of the Trust.
- 
-





# Exhibit 14

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)

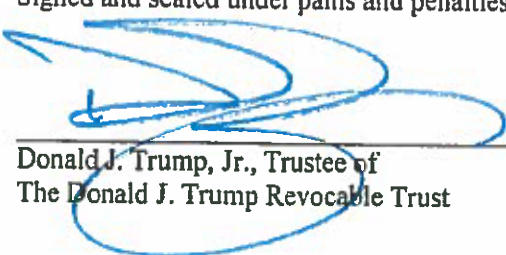




## CERTIFICATION OF TRUSTEE

1. The Donald J. Trump Revocable Trust dated April 7, 2014, as most recently amended by a Second Amendment dated January 17, 2017 (the "Trust"), is in full force and effect and has not been altered, further amended, revoked or terminated.
2. Donald J. Trump, of New York, New York, is the Donor of the Trust.
3. Donald J. Trump, Jr. and Allen Weisselberg are the current Trustees (collectively, the "Trustees") of the Trust and were appointed Trustees on January 19, 2017.
4. Eric F. Trump is the Chairman of the Advisory Board of the Trust and was appointed on the same date.
5. The Trustees have appointed an Ethics Advisor whose approval is a condition precedent to the Trust taking certain actions.
6. There are no other current Trustees other than those listed in the preceding Section 3.
7. The purpose of the Trust is to hold assets for the benefit of Donald J. Trump.
8. The Trustees must act unanimously and in consultation with the Chairman of the Advisory Board to manage the Trust property.
9. The Trustees shall distribute net income or principal to Donald J. Trump at his request, as the Trustees deem necessary for his maintenance, support or uninsured medical expenses, or as the Trustees otherwise deem appropriate.
10. The Trustees shall not provide any report to Donald J. Trump on the holdings and sources of income of the Trust.
11. The Trustees have all the powers contained under New York law. Notwithstanding the foregoing, the Trustees are subject to certain restrictions and limitations with respect to certain transactions and actions made on behalf of the Trust, and the Trustees hereby represent and warrant that they have complied with and shall continue to comply with such restrictions and limitations.
12. Any person may rely conclusively on the facts stated in a certificate signed by any Trustee.

Signed and sealed under pains and penalties of perjury on February 10, 2017.

  
\_\_\_\_\_  
Donald J. Trump, Jr., Trustee of  
The Donald J. Trump Revocable Trust

(b) (6)

  
\_\_\_\_\_  
Allen Weisselberg, Trustee of  
The Donald J. Trump Revocable Trust

STATE OF NEW YORK  
COUNTY OF NEW YORK

On this 10th day of February 2017, before me, the undersigned notary public, personally appeared Donald J. Trump, Jr., Trustee of The Donald J. Trump Revocable Trust dated April 7, 2014, personally known to me to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee as aforesaid.

(b) (6)

ALAN GARTEN  
Notary Public, State of New York  
No. 02GA6021578  
Qualified in Nassau County  
Commission Expires on March 15, 2017

Notary Public

STATE OF NEW YORK  
COUNTY OF NEW YORK

On this 10th day of February 2017, before me, the undersigned notary public, personally appeared Allen Weisselberg, Trustee of The Donald J. Trump Revocable Trust dated April 7, 2014, personally known to me to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee as aforesaid.

(b) (6)

ALAN GARTEN  
Notary Public, State of New York  
No. 02GA6021578  
Qualified in Nassau County  
Commission Expires on March 15, 2017

Notary Public



# Exhibit 15

Letter from Kevin Terry

to

Donald J. Trump, Jr.

dated

March 23, 2017

Lease Number GS-LS-116-1307

(Old Post Office, Washington, D.C.)





*March 3, 2017*

**Via Email**

Trump Old Post Office LLC  
c/o The Trump Organization  
725 Fifth Avenue, 25th Floor  
New York, New York 10022  
Attn: Donald J. Trump, Jr.

Re: Response to letter dated February 17, 2017

Dear Mr. Trump,

I am in receipt of a letter from your attorney dated February 17, 2017, setting forth the position of Trump Old Post Office LLC on how its organizational structure complies with the Lease, especially Section 37.19. The February 17 letter concludes by stating that “[t]o the extent that GSA has any remaining concerns, Tenant stands ready to continue our dialogue and address those concerns.” To that end, I have requested that representatives from the GSA Office of General Counsel schedule a meeting with your attorneys to further discuss the remaining concerns.

I will not be attending the meeting. Please feel free to call me at (202) 708-4600.

Sincerely,

*Kevin M. Terry* KEVIN TERRY  
Kevin M. Terry  
Contracting Officer

Digitally signed by KEVIN TERRY  
DN: cn=Kevin M. Terry, o=GSA, ou=Contracting Officer  
Date: 2017.03.03 11:01:21 -0500

cc: Eric F. Trump  
Paula DeMuth, Esq.  
Tim Tozer, Esq.  
Sheri Dillon, Esq.

