

SECOND AMENDMENT TO GROUND LEASE

THIS SECOND AMENDMENT TO GROUND LEASE (this "Amendment") is executed and effective as of the 33rd day of May, 2014, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (together with its permitted successors under the Lease, "Landlord"), and TRUMP OLD POST OFFICE LLC, a Delaware limited liability company (together with its permitted successors under the Lease, "Tenant").

RECITALS

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

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

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

2. Section 18.4.

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

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

3. Section 18.8.

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

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

4. Section 24.1.

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

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

5. Counterparts and Signature Pages.

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

6. Effectiveness.

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

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

LANDLORD

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

TENANT

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company