

EIGHTH AMENDMENT TO GROUND LEASE

THIS EIGHTH AMENDMENT TO GROUND LEASE (this "*Amendment*") is executed and effective as of the 11th day of May, 2022, 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 CGI 1100 OPO MANAGEMENT, LP, a Delaware limited partnership (together with its permitted successors under the Lease, "*Tenant*").

RECITALS

WHEREAS, Landlord and Tenant, as successor to Trump Old Post Office LLC, a Delaware limited liability company ("*Original Tenant*"), are parties to that certain Ground Lease, dated as of August 5, 2013, as amended by First Amendment to Ground Lease, dated as of March 3, 2014, Second Amendment to Ground Lease, dated as of May 30, 2014, Third Amendment to Ground Lease, dated as of August 5, 2014, Fourth Amendment to Ground Lease, dated as of November 6, 2014, Fifth Amendment to Ground Lease, dated as of June 15, 2016, Sixth Amendment to Ground Lease, dated as of October 26, 2017, Seventh Amendment to Ground Lease, dated as of March 2, 2020, as assigned by Original Tenant to Tenant pursuant to that certain Ground Lease Assignment and Assumption, dated as of even date herewith, between Original Tenant and Tenant (collectively, the "*Lease*");


WHEREAS, Tenant has acquired all of Original Tenant's right, title and interest under the Lease as of the date hereof (the "*Leasehold Acquisition*"); and

WHEREAS, in connection with the Leasehold Acquisition, Landlord and Tenant have agreed to amend the Lease in accordance with the terms hereof.

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. Definition of Institutional Lender. The definition of "Institutional Lender" is hereby deleted and replaced with the following:

"Institutional Lender" shall mean any entity that is any of the following: (1) any savings bank, commercial bank or trust company (whether acting individually, or in any trust or fiduciary capacity), savings and loan association, building loan association, or any other entity, that has deposits and/or other assets under management in excess of One Billion Dollars (\$1,000,000,000) (which amount shall be increased in proportion to increases hereafter in the CPI) and is subject to the jurisdiction of the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, or the Federal Reserve board, and the courts of the United States of America, any state thereof, or the District of Columbia; (2) any insurance company, educational institution or state, municipal or similar public employees' welfare, pension or retirement fund or system subject to the Employee

T: 
LL: KT

Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.*; (3) governmental and quasi-governmental agencies; (4) an entity that originates commercial mortgage loans either for its own account or for sale or transfer, in their entirety, to another entity in the mortgage loan business, including subsequent transferees that may hold or acquire the entire interest in the mortgage (and any custodian, trustee or other fiduciary approved by the rating agencies, or any servicer approved by the rating agencies to the extent approval is required) in connection with the sale of the mortgage in any secondary mortgage loan market, including any mortgage-backed security or real estate investment conduit transaction or any other institutional quality rated public offering or private placement; (5) a bank or trust company acting as trustee or fiduciary of various pension funds or tax-exempt funds, or as trustee in connection with the issuance of any bonds or other debt financing; (6) a trust for one or more of the entities mentioned in clauses (1) through (5); (7) Hilton; (8) any Affiliate of one or more of the entities mentioned in clauses (1) through (7); or (9) any other Person approved by Landlord. The term "Institutional Lender" shall also include any other type of commercial financing entity or vehicle such as a sovereign wealth fund, opportunity fund, private equity fund, fund manager, or other fund or fund of funds entity, with assets under management of at least One Billion Dollars (\$1,000,000,000) in (x) real estate or (y) loans relating to leases and/or real estate, that may from time to time hereafter be generally accepted in the commercial real estate market for financing, directly or through its Affiliates, commercial construction or other commercial real estate financing, including projects similar to the Improvements, or any Affiliate of any such entity or vehicle. In no event however shall the term "Institutional Lender" include Tenant, any Affiliate of Tenant, any Trump Affiliate or any Excluded Contractor. For the avoidance of doubt, only a Lead Lender must be an Institutional Lender.

3. Definition of Lead Lender. The definition of "Lead Lender" is hereby deleted and replaced with the following:

"Lead Lender" Any lender (excluding any participant of the loan who is not a Lender of Record unless such participant shall later succeed to or otherwise, by an exercise of remedies, become a Lender of Record) who originates the Construction Loan, mini-perm loan, Permanent Loan, Mezzanine Loan, or other loan to Tenant (or, with respect to a Mezzanine Loan, any direct or indirect owner(s) of Tenant) which is secured by Tenant's interest in this Lease (or, with respect to a Mezzanine Loan, a pledge of all of the direct or indirect ownership interests in Tenant); or any lender who in connection with any such loan either acts as agent for other lenders or holds at least thirty-three percent (33%) of the outstanding and/or committed debt either for itself or as agent for other lenders. For the avoidance of doubt, any lender who holds less than thirty-three percent (33%) of the outstanding and/or committed debt or is not agent for other lenders is not a Lead Lender and shall not be required to be an Institutional Lender; but shall satisfy the requirements for a Non-Lead Lender.

4. Definition of Non-Lead Lender. The definition of "Non-Lead Lender" is hereby deleted and replaced with the following:

“Non-Lead Lender” shall mean any lender who is not a Lead Lender or any participant of the loan who is not a Lender of Record. Any Non-Lead Lender shall be a Person that (i) is not listed on any Government Lists and is not an Excluded Contractor, (ii) is not a Person who has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC or in any enabling legislation or other Presidential Executive Orders in respect thereof, and (iii) has not been previously indicted for or convicted of any Patriot Act Offense.

5. Section 1.1. Section 1.1 of the Lease is hereby amended to add the following definitions thereto:

“Hilton” shall mean Hilton Worldwide Holdings Inc., along with any successor entity following any merger, consolidation or similar transaction, or any Affiliate thereof.

“Bad Act” shall have the meaning ascribed thereto in Section 15.1(b)(iii).

“Investment Transfers” shall have the meaning ascribed thereto in Section 15.4(c).

“Lender of Record” shall mean a lender who is party to the applicable loan documents and in privity with the borrower(s) as a lender or co-lender (and not solely as a participant, loan-on-loan lender, or holder of a direct or indirect interest in such lender or co-lender).

“Lender Protection Provisions” shall have the meaning ascribed thereto in Section 18.18.

“Lender’s New Lease” shall have the meaning ascribed thereto in Section 15.1(c).

“New Investors” shall have the meaning ascribed thereto in Section 15.4(c).

“Operator’s Corporate Personnel” shall have the meaning ascribed thereto in Section 15.1(b)(iii).

“Remedial Action” shall have the meaning ascribed thereto in Section 15.1(b)(iii).

“Replacement Period” shall have the meaning ascribed thereto in Section 15.1(c).

“Replacement Tenant” shall have the meaning ascribed thereto in Section 15.1(c).

“Waldorf=Astoria” shall mean Waldorf=Astoria Management LLC, an Affiliate of Hilton, along with any successor entity following any merger, consolidation or similar transaction, or any Affiliate thereof.

6. Section 5.3(h). The following provision shall be added to the Lease as Section 5.3(h):

(h) If a Leasehold Mortgagee acquires Tenant's interest under this Lease or becomes the lessor under a new ground lease in accordance with this Lease, then for a period of up to two (2) years during which Leasehold Mortgagee holds Tenant's interest under this Lease in its own name, the reporting requirements under Section 5.3(b) and 5.3(c) and 5.3(g) shall temporarily be limited to financial information pertaining to the Premises.

7. Section 15.1(b). Clause (iii) of the last sentence of Section 15.1(b) is hereby deleted in its entirety and replaced with the following:

(iii) if at any time the personnel from the corporate offices of Operator or its Affiliates ("Operator's Corporate Personnel") or the Hotel's general manager or director of finance have engaged in an act of material gross negligence, fraud or willful misconduct with respect to the provision of services to the Hotel that results in (or could reasonably be expected to result in) material reputational harm to Landlord (a "Bad Act") and that is not cured by Operator; Operator shall have safe harbor in being deemed to have effected such a cure by providing notice of the occurrence of any such Bad Act to Landlord upon Operator actually becoming aware of such Bad Act (which notice shall include a description of any disciplinary, curative or remedial action that Operator has taken or will take in connection with such Bad Act (the "Remedial Action")) and then either (A) taking such Remedial Action as set out in its notice to Landlord, or (B) if Landlord notifies Operator that such Remedial Action is not reasonably satisfactory to Landlord, taking such curative or remedial action as may be reasonably requested by Landlord (so long as the same does not cause Operator to violate any applicable legal requirements, contracts, or collective bargaining agreement); further provided, (x) if any such Bad Act has resulted in any direct economic loss to Landlord (including, for example, if there were Hotel revenues that were fraudulently taken, resulting in Landlord receiving less Percentage Rent than Landlord would have been entitled to), then an effective cure shall require Operator or Tenant to reimburse Landlord for any such direct economic loss; and (y) the acts or omissions of personnel (other than Operator's Corporate Personnel and the Hotel general manager and director of finance) who perform services at the Hotel and are employed by Operator or its Affiliates will not be deemed to constitute the gross negligence, fraud or willful misconduct of Operator or its Affiliates, the Operator's Corporate Personnel or the general manager or director of finance.

8. Section 15.1(c). The following provision shall be added to the Lease as Section 15.1(c):

(c) Operator Right on Pending Lease Termination. In the event that Landlord has the right to terminate this Lease following an Event of Default by Tenant, and neither a Leasehold Mortgagee nor a Mezzanine Lender exercises its right to enter into, or cause Tenant to enter into, a new lease in accordance with the

terms of Section 18.8 or Section 18.16, as applicable (in either case, a “Lender’s New Lease”), then Operator shall have the right, for a period of sixty (60) days from the date of written notice from Landlord indicating its intention to terminate this Lease (the “Replacement Period”), to identify to Landlord a prospective replacement tenant (“Replacement Tenant”) that potentially satisfies the requirements for a Qualified Transferee and submit to Landlord the Qualified Transferee Information regarding such Replacement Tenant in accordance with the terms of Section 15.3, and Landlord hereby agrees to consider in good faith such Replacement Tenant as a successor to Tenant. If Landlord gives a Landlord Qualified Transferee Confirmation with respect to such Replacement Tenant (or one is deemed to have been given pursuant to Section 15.3), then Landlord and such Replacement Tenant will enter into a new lease on such terms and conditions as would have been applicable to a Leasehold Mortgagee pursuant to Section 18.8, subject to Operator’s continued management of the Premises and the Offsite Areas in accordance with the terms of a Management Agreement between Replacement Tenant and Operator. The provisions of this section shall survive and remain effective notwithstanding any potential termination of this Lease prior to the expiration of the Replacement Period. Provided, however, that this section (c) only applies if Waldorf=Astoria is and remains the manager and operator of the Hotel.

9. Section 15.4(a). The following sentence shall be added to the end of Section 15.4(a) of the Lease:

With respect to a proposed transfer of a Controlling interest to Hilton, the foregoing timeframes for Landlord to respond (following Tenant or Hilton submitting Qualified Controlling Interest Transferee Information to Landlord) shall be 10 days and 5 days, respectively, before the Landlord Qualified Controlling Interest Transferee Confirmation shall be deemed given.

Additionally, in connection with the foregoing, after the effective date of this Amendment, Landlord and Tenant or Hilton may work together in good faith to determine whether, upon Tenant or Hilton submitting the applicable Qualified Controlling Interest Transferee Information for Hilton, Landlord may provide confirmation that, if there were going to be a transfer of a Controlling Interest to Hilton within the five (5) years from the effective date of this Amendment, that Hilton would be deemed a Qualified Interest Transferee, and that such confirmation would serve as a Landlord Qualified Controlling Interest Transferee Confirmation in that instance.

10. Section 15.4. The following provision shall be added to the Lease as Section 15.4(c):

(c) Investment Vehicle Transfers. Notwithstanding anything to the contrary contained in this Section 15.4 or elsewhere in this Lease, transfers of any direct or indirect interests in Tenant resulting from the transfer of limited partnership, limited liability company, or other interests in any private equity fund or other investment vehicle shall be permitted without prior notice to or any approval of Landlord provided that such transfer does not result in a change of control of Tenant pursuant to subsection (iii) of “Control” as defined herein (any such transfers being referred to herein as “Investment Transfers”). Within twenty (20) days

following the end of each calendar quarter during which any Investment Transfers have occurred resulting in partners, members or other investors who did not previously hold any direct or indirect interests in Tenant acquiring direct or indirect interests in Tenant (collectively, "New Investors"), Tenant shall deliver to Landlord a report for such prior calendar quarter, stating (i) the number of New Investors acquiring direct or indirect interests in Tenant, the entity in or through which such interests have been acquired and the amount of investment made or committed to be made by such New Investors, and (ii) that Tenant or its direct or indirect owners have conducted customary "know your customer" searches and inquiries with respect to such New Investors as required by all applicable laws governing the admission of such New Investors into the applicable entities that own a direct or indirect interest in Tenant, and the results of such searches and inquiries do not reveal any evidence that such New Investors are Embargoed Persons as of the date of such searches and inquiries. Notwithstanding the foregoing, provided Tenant (1) would otherwise qualify as an Institutional Lender (but for the fact that it is the Tenant) or (2) is Controlled by a registered investment advisor or other regulated entity and maintains customary "know your customer" policies and practices in accordance with applicable securities laws or regulations, such Tenant shall not be required to comply with the foregoing reporting requirement.

11. Section 15.6. Section 15.6 of the Lease is hereby deleted in its entirety and replaced with the following:

Notwithstanding the provisions of this Article 15 to the contrary, the following transactions shall not require Landlord's consent: the sale, assignment or transfer to an Affiliate of Tenant of this Lease, or of any equity interest in a partnership, joint venture, corporation, limited liability company or other entity which is Tenant under this Lease or any transfer of Control of Tenant to an Affiliate of Tenant provided that after giving effect to such transaction, (A) Raoul Thomas (either individually or collectively, directly or indirectly) control Tenant pursuant to subsections (ii) and (iii) of "Control" as defined herein, Tenant gives Landlord at least thirty (30) days' advance written notice of said occurrence identifying such affiliated transferee with information substantiating such affiliation and, following such transfer, Tenant shall provide Landlord with executed counterparts of all instruments effecting said occurrence, and an executed counterpart of an instrument of assumption of all of the seller's, assignor's or transferor's obligations under this Lease by said Affiliate of Tenant, (B) Operator shall be a Qualified Operator, and (C) no such transferee party is an Excluded Contractor.

12. Section 18.1(c). Section 18.1(c) of the Lease is hereby deleted in its entirety and replaced with the following:

(c) "Leasehold Mortgagee" shall mean the secured Lender(s) of Record (any Lead Lender of which shall be an Institutional Lender), or agent acting for itself and/or other Lenders of Record and all successors and assigns of such secured Lender of Record (including pursuant to an exercise of remedies under an assignment of the Leasehold Mortgage), under a Leasehold Mortgage regardless of

the type of interest created in such secured party by the Assignment for Security under such Leasehold Mortgage; provided, that a Leasehold Mortgagee who also holds a pledge of direct or indirect ownership interests in Tenant shall also be entitled to the rights, benefits, accommodations, and protections afforded to a Leasehold Mortgagee and to a Mezzanine Lender under this Lease.

13. Section 18.16. The following provision shall be added to the Lease as Section 18.16:

18.16. Leasehold Mortgagee and Mezzanine Lender Consent to Modifications. No amendment or modification of this Lease shall become effective unless Tenant has obtained the written consent of Leasehold Mortgagee and any Mezzanine Lender thereto, and any amendment or modification executed and delivered by Landlord and Tenant without such written consent included therein shall be void ab initio. The parties acknowledge that Landlord shall not be liable for any damages suffered or incurred by any party resulting from the execution and delivery of any such amendment or modification which is deemed to be void ab initio. Tenant shall indemnify and hold Landlord harmless against any claims or losses arising out of or in connection with any amendment or modification determined to be void ab initio under this section. Landlord shall provide Leasehold Mortgagee and any Mezzanine Lender with a copy of any amendment to this Lease upon execution and delivery thereof by the parties.

14. Section 18.17. The following provision shall be added to the Lease as Section 18.17:

18.17 Mezzanine Lender Rights.

(a) So long as any Mezzanine Loan is outstanding and so long as Tenant or Mezzanine Lender has provided to Landlord the name and address of Mezzanine Lender for purposes of such notice, Landlord shall provide Mezzanine Lender with the same notice and cure rights and other protections and rights described in this Article XVIII to which a Leasehold Mortgagee is entitled, including, without limitation, the right to cure defaults under Section 18.5 and the right to enter into a new lease (or cause Tenant to enter into a new lease) under Section 18.8 if this Lease is terminated prior to the repayment of the Mezzanine Loan. Landlord shall have no duty to resolve any conflict between any cure rights asserted by Leasehold Mortgagee and any cure rights asserted by Mezzanine Lender, and if a conflict shall exist, Landlord shall have no duty to resolve such conflict and may elect to recognize only the cure rights of Leasehold Mortgagee without any liability to Mezzanine Lender; provided, however, Landlord shall accept without the necessity of further inquiry, as confirmation that no conflict exists, a written notice executed by Leasehold Mortgagee that recognizes Mezzanine Lender's right to exercise any cure rights or enter into a new lease as described in Section 18.8.

(b) Without the prior written consent of Mezzanine Lender (so long as the Mezzanine Loan remains outstanding), Landlord shall not accept a voluntary surrender, cancellation, or other voluntary termination of this Lease by Tenant unless such surrender or termination is on account of Tenant's default hereunder

T: 
LL: KT

and Landlord has first given such Mezzanine Lender the opportunity to exercise its rights as provided in this Article XVIII, and then subject to such Mezzanine Lender's rights.

(c) Landlord agrees that, if a Mezzanine Lender has the option to acquire the Leasehold Mortgage after the occurrence of a default under the Leasehold Mortgage, (i) Landlord's consent shall not be required in connection with any such acquisition, and (ii) upon Landlord's receipt of written notice from Mezzanine Lender that Mezzanine Lender or its Affiliate has acquired such Leasehold Mortgage and has become the assignee of Leasehold Mortgagee with respect to the Leasehold Mortgage, then, in such event, Mezzanine Lender shall be deemed a Leasehold Mortgagee for all purposes and shall have the rights, benefits, privileges, accommodations and protections afforded to a Leasehold Mortgagee under the terms of this Lease.

15. Section 18.18. The following provision shall be added to the Lease as Section 18.18:

18.18 Amendments to Lender Protections. Landlord acknowledges that a proposed lender (including a Lead Lender or Non-Lead Lender) will review the rights, benefits, privileges, accommodations and protections afforded to a Leasehold Mortgagee and/or Mezzanine Lender (as applicable) under this Lease (collectively, the "Lender Protection Provisions") and based upon such review may request changes to or clarifications of such Lender Protection Provisions or additional mortgagee and/or pledgee protections. Landlord agrees to consider such changes, clarifications or additions and to further consider amending this Lease to reflect changes, clarifications and/or additions reasonably requested by such proposed lender as a condition to its financing provided such lender's requested changes relate to the Lender Protection Provisions or to additional mortgagee and/or pledgee protections and do not reduce Landlord's rights, remedies, and interests or expand any of Landlord's obligations hereunder in any material respect. Tenant shall reimburse Landlord for Landlord's reasonable attorneys' fees incurred in connection with any such amendment. Notwithstanding the foregoing, Landlord shall have no duty or obligation to agree to amend this Lease, regardless of whether such changes are commercially reasonable.

16. Section 27.1(b). Section 27.1(b) of the Lease is hereby deleted in its entirety and replaced with the following:

(b) Non-Monetary Breach. The occurrence of any of the following: (i) any breach by Tenant of the provisions of Section 6.5, any failure by Tenant to maintain insurance under Article 13, or assignment of this Lease by Tenant in violation of the provisions of Article 15; (ii) or any failure by Tenant to deliver statements and other information as and when required under Section 5.3 or (iii) any breach by Tenant of any other terms, obligations, conditions, agreements or covenants under this Lease, other than a breach pursuant to Sections 27.1(a) or 27.1(c), and if any such breach under clauses (i), (ii) or (iii) above continues for thirty (30) days after notice of such breach, or if such breach is not reasonably

(and/or in Landlord's recognition of Hilton or Waldorf=Astoria, as applicable) as a Qualified Operator, Institutional Lender, Mezzanine Lender, Qualified Transferee and/or Leasehold Mortgagee for purposes under the Lease, or (b) alter, affect or limit any of Hilton's (or Waldorf=Astoria's, as applicable) rights and benefits under the Lease as a Qualified Operator, Institutional Lender, Mezzanine Lender, Qualified Transferee and/or Leasehold Mortgagee.

(d) Landlord acknowledges and agrees that Landlord has not acquired and will not acquire by reason of the Lease, this Amendment or any other reason, any right, title or ownership interest in, or goodwill related to, any of Hilton's names, marks, logos or any other intellectual property or proprietary property.

19. Landlord hereby agrees, for the benefit of CGI 1100 OPO MANAGEMENT, LP ("Second Tenant") and its successors and assigns, that the following shall not constitute an Event of Default by Second Tenant: misrepresentations, fraud, false statements, negligence, or willful misconduct ("Pre-Closing Actions") committed by Trump Old Post Office LLC, Trump Family Member, or Trump Affiliate ("Original Tenant") that are not reasonably susceptible to cure by Second Tenant, or its successors or assigns, in connection with (1) the RFP or RFP Response; (2) the statements submitted to Landlord prior to May 9, 2022, as required by Section 5.3 of the Lease; or (3) any similar non-monetary Event of Default by Original Tenant including, without limitation, failure to deliver any required report, statement or certification, or other similar deliverables. Notwithstanding the foregoing, Second Tenant shall be liable to Landlord for any additional payments of Monthly Base Rent or the Percentage Rent Difference in connection with the Pre-Closing Actions or any other monetary loss or damage suffered or incurred by Landlord arising out of or in connection with clauses (1) - (3) of this paragraph

20. No Transfer by Landlord. Landlord represents and warrants to Tenant that Landlord has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease or the Premises and there are currently no mortgages, deeds of trust or other security interests encumbering Landlord's fee interest in the Premises and no third party has an option or preferential right to purchase all or any part of the Premises.

21. 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.

22. 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. The parties to this Amendment each hereby covenant and agree that each party has all requisite power and authority (including all legislative authority) required to execute and deliver this Amendment.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, 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

Kevin M. Terry

By: Kevin M. Terry

Name: Kevin M. Terry

Title: Senior Contracting Officer

TENANT

CGI 1100 OPO MANAGEMENT, LP,
a Delaware limited partnership

By: CGI 1100 OPO Management GP, LLC,
A Delaware limited liability company,
its general partner

By: *[Signature]*

Name: Raoul Thomas

Title: Manager

T: *[Signature]*
LL: KT

EXHIBIT G

FORM OF OWNERSHIP AFFIDAVIT / ORGANIZATIONAL CHART

AFFIDAVIT OF COMPOSITION OF TENANT

The undersigned, CGI 1100 OPO MANAGEMENT, LP, a Delaware limited partnership (“Tenant”), hereby warrants, certifies and represents to UNITED STATES OF AMERICA, acting by and through the Administrator of General Services and authorized representatives (“Landlord”) that the organizational chart that is made a part of this Affidavit is true, correct and complete as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit of Composition of Tenant as of this 11th day of May, 2022.

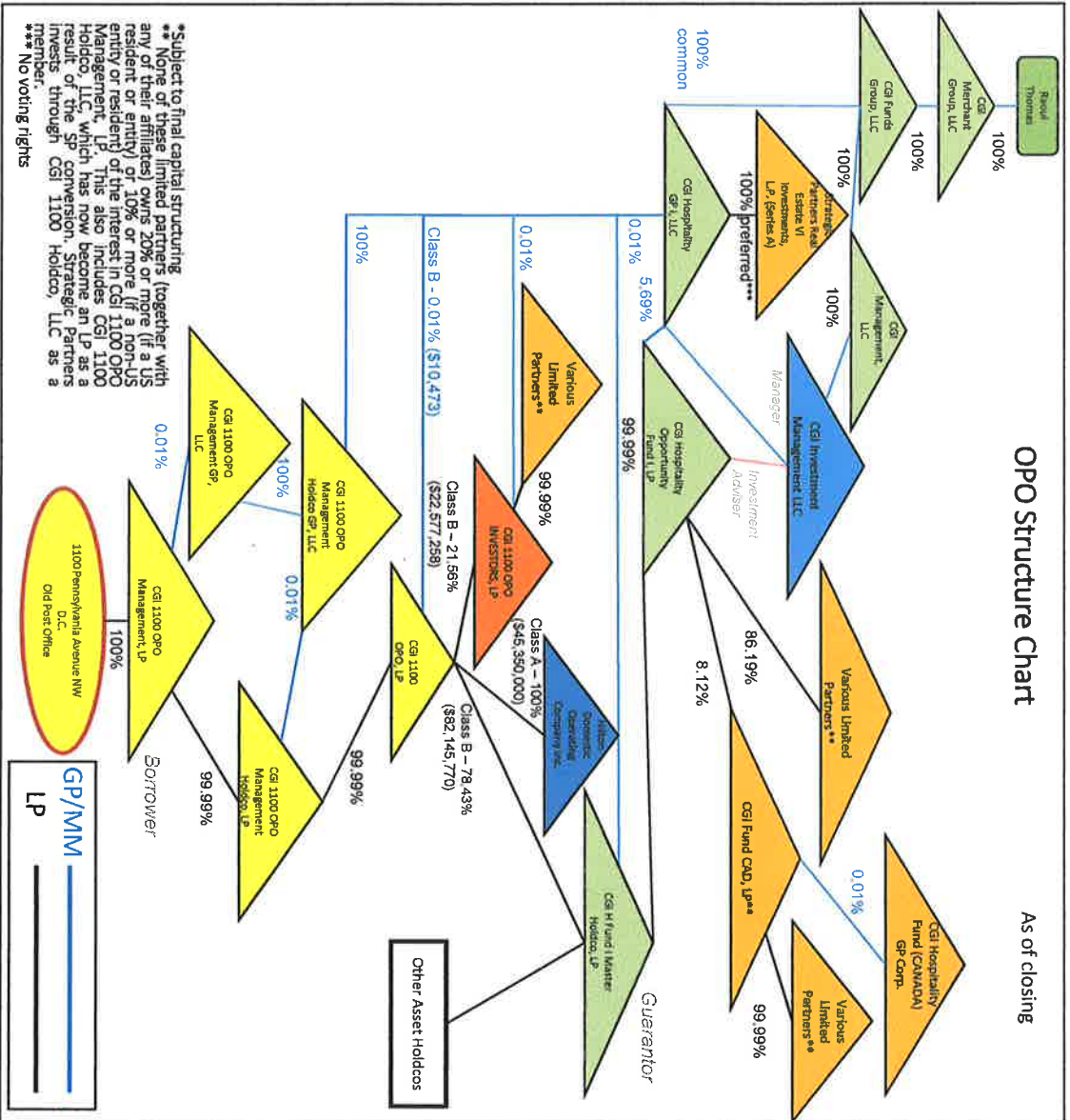
TENANT: CGI 1100 OPO MANAGEMENT, LP,
a Delaware limited partnership

By: CGI 1100 OPO Management GP, LLC,
A Delaware limited liability company, its general partner

By: _____
Name:
Title:

OPO Structure Chart

As of closing



*** No voting rights

** Subject to final capital structuring

** None of these limited partners (together with any of their affiliates) owns 20% or more (if a US resident or entity) or 10% or more (if a non-US entity or resident) of the interest in CGI 1100 OPO Management, LP. This also includes CGI 1100 Holdco, LLC, which has now become an LP as a result of the SP conversion. Strategic Partners invests through CGI 1100 Holdco, LLC as a member.