

## GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “Assignment”) is made as of May 21, 2022, by and between **TRUMP OLD POST OFFICE LLC**, a Delaware limited liability company (“Assignor”), and **CGI 1100 OPO MANAGEMENT, LP**, a Delaware limited partnership (“Assignee”).

### RECITALS

A. Assignor has entered into that certain Agreement of Purchase and Sale and Escrow Instructions, dated as of November 12, 2021 (as amended, the “Purchase Agreement”), between Assignor, as “Seller,” and Assignee, as “Buyer,” for purchase of the land, improvements, fixtures, furnishings, equipment, inventories and other real and personal property comprising the hotel known as Trump International Hotel Washington, D.C., in Washington, D.C. (the “Hotel”).

B. In conjunction with the closing of the transaction contemplated therein, the Purchase Agreement obligates Assignor to assign to Assignee certain intangible rights with respect to the Hotel and Assignee to assume all of Assignor’s obligations with respect thereto, subject to the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions herein contained, the parties hereto (together, the “Parties,” and each sometimes a “Party”) hereby act and agree as follows:

1. **Assignment.** Assignor hereby assigns, sets over and transfers to Assignee all of Assignor’s rights, if any, in, under and to the following (other than any payments due to Assignor with respect to periods or events prior to the date hereof and for which Assignor has not otherwise received proration credit under the Purchase Agreement, including any refunds or rebates of payments made by Assignor prior to the date hereof):

(a) **Intangibles.** The Intangibles (as defined in the Purchase Agreement).

(b) **Reservations.** Each reservation, booking, commitment or agreement for the use of guest rooms, conference rooms, dining rooms or other facilities in the Hotel, to the extent pertaining to periods from and after the date hereof (“Reservations”).

(c) **Accounts.** The account receivable for each person who is a guest at the Hotel on the night immediately preceding the date hereof (the “Guest Accounts”).

This Assignment is made without any representation or warranty by, or recourse to, Assignor except as expressly set forth in the Purchase Agreement.

2. **Assumption of Obligations and Liabilities by Assignee.** Assignee hereby assumes all of the obligations and liabilities of Assignor accruing from and after the date hereof with respect to each of the Intangibles, Reservations and Guest Accounts.

3. **Indemnification.** Assignor hereby agrees to indemnify Assignee against, and hold Assignee harmless from, any and all cost, liability, loss, damage or expense, including, without

limitation, reasonable attorney's fees, first arising or accruing prior to the date hereof in connection with Assignor's performance or observance of, or the failure to perform or observe, any agreement or obligation of Assignor arising under the Intangibles, Reservations and Guest Accounts. Assignee hereby agrees to indemnify Assignor against, and hold harmless from, any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorney's fees, arising or accruing as of or subsequent to the date hereof in connection with Assignee's performance or observation of, or failure to perform or observe any agreement or obligation arising under the Intangibles, Reservations and Guest Accounts hereby assumed by Assignee.

4. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

5. **Governing Law.** This Assignment shall be deemed to be an agreement made under the laws of the state where the Hotel is located and for all purposes shall be governed by and construed in accordance with such laws.


6. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of, respectively, Assignor and Assignee and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first above written.

**ASSIGNOR:**

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

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

**ASSIGNEE:**

**CGI 1100 OPO MANAGEMENT, LP,**  
a Delaware limited partnership

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first above written.

**ASSIGNOR:**

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

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

**ASSIGNEE:**

**CGI 1100 OPO MANAGEMENT, LP,**  
a Delaware limited partnership

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

By: \_\_\_\_\_  
Name: Raoul Thomas  
Title: Authorized Person

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first above written.

**ASSIGNOR:**

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

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

Name: Donald J. Trump, Jr.

Title: President

**ASSIGNEE:**

**CGI 1100 OPO MANAGEMENT, LP,**  
a Delaware limited partnership

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

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

Name: Raoul Thomas

Title: Authorized Person