Notwithstanding the foregoing, the terms of this section shall not be applicable if and so long as the Trustee or a nominee acting for it shall be Lessee hereunder.

24. Events of Default; Termination. If any one or more of the following events ("Events of Default") shall occur:

(a) if Lessee shall fail to pay any Basic Rent, Additional Rent or other sum payable hereunder by Lessee to Lessor when and as the same becomes due and payable; or

(b) If Lessee shall fail to perform or comply with any term of section 14, 15, 16 or 18 and such failure shall continue for more than 30 days after Lessee receives notice (regardless of the source of such notice) or knowledge of such failure; or

(c) if Lessee shall fail to perform or comply with any other term hereof and such failure shall continue for more than 30 days after written notice thereof from Lessor and Lessee shall not within such period commence with due diligence and dispatch the curing of such default, or if Lessee shall, within such period, commence with due diligence and dispatch to cure such default and shall thereafter fail or neglect to prosecute and complete with due diligence and dispatch the curing of such default; or

(d) if there shall be no Deed which is a lien against the Property, or any part thereof, and Lessee shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties; or

(e) if there shall be no Deed which is a lien against the Property, or any part thereof, and within 60 days after the commencement of any proceeding against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within 60 days after the appointment without the consent or acquiescence of Lessee, of any trustee, receiver or liquidator of Lessee or of any material part of its properties, such appointment shall not have been vacated; or

(f) If an Event of Default as defined in the Deed shall occur and all grace periods shall have expired;

then and in any such event (regardless of the pendency of any proceeding which has or might have the effect of preventing Lessee from complying with the terms of this Lease), Lessor at any time thereafter, subject to section 22, may give a written termination notice to Lessee specifying a date not less than 5 days from the date of giving such notice on which this Lease shall terminate and on such date the term of this Lease shall expire and terminate by limitation and all rights of Lessee under this Lease shall cease, unless before such date (*i*) all arrears of Basic Rent, Additional Rent and all other sums payable by Lessee under this Lease, together with interest thereon at the rate of 8% per annum, and all costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by or on behalf of Lessor in the premises, shall have been paid by Lessee, and (*ii*) all other defaults at the time existing under this Lease shall have been fully remedied to the satisfaction of Lessor. All costs and expenses incurred by or on behalf of Lessor (including, without limitation, attorneys' fees and expenses) occasioned by any default by Lessee under this Lease shall constitute Additional Rent hereunder.

25. Repossession, etc. Subject to the terms of section 22, if an Event of Default shall have occurred and be continuing, Lessor, whether or not the term of this Lease shall have been terminated

ZONING COMMISSION
District of Columbia
CASE NO.03-16
EXHIBIT NO.152A2

that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (*a*) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in any such leasehold estate and (*b*) the fee estate in the Property or any part thereof or any interest in such fee estate, and no such merger shall occur unless and until all corporations, firms and other entities, including the Trustee, having any interest in (*i*) this Lease or the leasehold estate created by this Lease, and (*ii*) the fee estate in the Property or any part thereof or any interest in such fee estate shall join in a written instrument effecting such merger and shall duly record the same.

33. **Conveyance by Lessor.** In case John Hancock Mutual Life Insurance Company, the original Lessor hereunder, or any successor Lessor shall convey or otherwise dispose of its interest hereunder, the original Lessor or successor Lessor, as the case may be, shall thereupon be released from all liabilities and obligations of the Lessor under this Lease and all such liabilities and obligations shall thereupon become binding upon the new Lessor.

34. **End of Term.** Upon the expiration or other termination of this Lease, Lessee shall quit and surrender to Lessor the Property, broom clean, in good order and condition, ordinary wear and tear excepted and Lessee shall remove all of its property therefrom.

35. **Non-Liability of Lessee.** Lessee shall not be personally liable or accountable to Lessor by reason of any default which may occur in the performance by Lessee of any of the terms hereof undertaken or required to be performed by it, nor will Lessor seek or be entitled to any personal judgment or decree against Lessee by reason of any default hereunder. The remedies of Lessor in the event of any such default shall be the termination of this Lease and the taking of possession of the Property in the manner provided herein.

36. **Definitions.** As used in this Lease the following terms have the following respective meanings:

Additional Rent: as defined in section 3.

Basic Rent: as defined in section 2.

Building Deed: the deed, dated the date hereof and intended to be recorded concurrently herewith, conveying the Building referred to therein from Lessee to Watergate East, Inc.

Certificate: a Certificate wherein each person signing the same shall (*a*) specify the term of this Lease pursuant to which, or to furnish evidence of compliance with which, such Certificate is furnished, (*b*) state briefly the nature and scope of the examination or investigation upon which the statements contained in the Certificate are based, (*c*) state that it is the opinion of such person that he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such term has been complied with, (*d*) state whether or not it is the opinion of such person that such term has been complied with, and (*e*) certify to the correctness of the statements contained therein. If the person making the Certificate is a partnership, the same shall be signed by a general partner thereof, and if such general partner is a corporation, the same shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary thereof. If the person making the Certificate is a corporation, the same shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary thereof.

Deed: any deed of trust or mortgage of Lessee's interest in the Property or any part thereof or any rent therefrom or any estate, right or interest therein, at the time in existence, constituting a first deed of trust or mortgage lien thereon.

default: any condition or event which constitutes or which, after notice or lapse of time or both, would constitute an Event of Default.

Depositary: as defined in section 18.2.

Events of Default: as defined in section 24.

Impositions: all taxes, assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the term hereof), ground rents, water, sewer or other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character (including all interest and penalties thereon), which at any time during or in respect of the term hereof may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon (*a*) the Property or any part thereof or any rent therefrom or any estate, right or interest therein, or (*b*) any occupancy, use or possession of or activity conducted on the Property or any part thereof, other than any income or excess profits tax of Lessor determined on the basis of its general income or revenues.

Improvements: all buildings, structures and improvements excepted and reserved to the grantor in the Building Deed, and all other buildings, structures and improvements hereafter located on the land and space leased pursuant to section 1.

Insurance Requirements: all terms of any insurance policy covering or applicable to the Property or any part thereof, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the Property or any part thereof or any use or condition of the Property or any part thereof.

Legal Requirements: all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen; ordinary or extraordinary, which now or at any time hereafter may be applicable to the Property or any part thereof, or any of the adjoining sidewalks, streets or ways, or any use or condition of the Property or any part thereof.

Lessee: Watergate Improvement Associates, a District of Columbia limited partnership, or its successor as lessee hereunder.

Lessee's Equipment: all machinery, apparatus, furniture, furnishings and other equipment and all temporary or removable auxiliary structures installed by Lessee in or about the Property or any part thereof (except for any of the same owned by or leased to any occupancy lessee).

Lessor: John Hancock Mutual Life Insurance Company, a Massachusetts corporation, or its successor as lessor hereunder.

Permitted Exceptions: the Permitted Exceptions, if any, set forth in Schedule A hereto insofar as the same may at the time be in effect and applicable to the land and space described in such Schedule A.

Property: those interests in land and space leased pursuant to section 1 with the Improvements now or hereafter located on such land and space, other than (*i*) Lessee's Equipment and (*ii*) any of the same which would have been Lessee's Equipment if it were not owned by or leased to an occupancy lessee.

Restoration: as defined in section 192.

Taking: a taking during the term hereof of all or any part of the Property, or any interest therein or right accruing thereto, as the result of, or in lieu or in anticipation of the exercise of, the right of condemnation or eminent domain, or a change of grade affecting the Property or any part thereof.

Total Taking: as defined in section 204.

Trustee: any Trustee or mortgagee, at the time, under a Deed who has furnished to Lessor and Lessee in writing a notice pursuant to section 38(c).

Unavoidable Delays: delays due to strikes, acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or other causes beyond the control of Lessee; lack of funds shall not be deemed a cause beyond the control of Lessee.

37. Non-Disturbance and Attornment Agreement. At Lessee's request, Lessor will execute and deliver, in form for recording, a separate agreement with each occupancy lessee at the Property named in such request by which Lessor will agree not to disturb such occupancy lessee's possession under its occupancy lease upon any termination of this Lease if such occupancy lessee is not then in default under such occupancy lease, *provided* that in such agreement such occupancy lessee agrees that in the event that Lessor shall enter into and become possessed of the Property or any part thereof, through summary or other proceedings, such occupancy lessee will attorn to Lessor and recognize Lessor as its lessor and will execute upon request of Lessor an agreement of attornment.

38. Notices, etc. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class registered or certified mail, postage prepaid, addressed (*a*) if to Lessee, at 1028 Connecticut Avenue N.W., Washington, D. C. 20036, or at such other address as Lessee shall have furnished to Lessor and the Trustee in writing, or (*b*) if to Lessor, at 200 Berkeley Street, Boston, Massachusetts 02117, or at such other address as Lessor shall have furnished to Lessee and the Trustee in writing, or (*c*) if to the Trustee, at such address as the Trustee shall have furnished to Lessor and Lessee in writing. No notice hereunder to be given by Lessor or Lessee shall be deemed valid or duly given as against the Trustee unless a copy of such notice is given as provided herein to the Trustee.

39. Miscellaneous. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. Whenever in this Lease it is provided that any document or matter is to be satisfactory to Lessor or may be required by Lessor, it shall be deemed to mean reasonably satisfactory or reasonably required, as the case may be, in an ordinary business sense. Any approval or consent of Lessor required hereunder shall not be unreasonably (in an ordinary business sense) withheld. This Lease may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought. Subject to section 33, this Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. The headings in this Lease are for purposes of reference only and shall not limit or define the meaning hereof. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

IN TESTIMONY WHEREOF,

(a) JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY has caused this Lease to be signed in its corporate name by James E. Regnier, its Agent, attested by [illegible] its Assistant Secretary, and its corporate seal to be hereunto affixed, and does hereby constitute and appoint such James E. Regnier its true and lawful attorney-in-fact for it and in its name to acknowledge and deliver these presents as its act and deed, and

(b) WATERGATE IMPROVEMENT ASSOCIATES has caused this Lease to be signed in its partnership name by WATERGATE IMPROVEMENTS, INC., the general partner of WATERGATE IMPROVEMENT ASSOCIATES, by N. Sago, its President, and does hereby constitute and appoint such N. Sago

its true and lawful attorney-in-fact for it and in its name to acknowledge and deliver these presents as its act and deed.

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,
Lessor

By _____
Vice President

Mortgage Loan Officer

[CORPORATE SEAL]

Attest: _____
Assistant Secretary

WATERGATE IMPROVEMENT ASSOCIATES,
Lessee

By WATERGATE IMPROVEMENTS, INC.

[CORPORATE SEAL]

By _____
President

Attest: _____
Assistant Secretary

SCHEDULE A

Description

I. The space within the boundaries of Parcel A, as described in the Building Deed, to the extent that the same encompasses and is coextensive with and lies within the buildings, structures and improvements excepted and reserved unto the grantor in the Building Deed and situated, erected and being within the boundaries of such Parcel A.

II. All that certain parcel of land situate, lying and being in the District of Columbia, described as follows:

PARCEL B

Beginning at a point which is the following 5 courses and distances from the corner formed by the intersection of the northwesterly side of New Hampshire Avenue with the northerly side of F Street: North 36° 09′ 00″ East 253.370 feet; thence North 53° 51′ 00″ West 6.231 feet; thence North 26° 40′ 21″ West 108.722 feet; thence an arc distance of 87.266 feet along the arc of a curve deflecting to the left having a radius of 250.000 feet and a long chord bearing and distance of North 36° 40′ 21″ West 86.824 feet; thence North 46° 40′ 21″ West 0.320 feet; and running thence North 46° 40′ 21″ West 8.432 feet; thence an arc distance of 149.855 feet along the arc of a curve deflecting to the left having a radius of 250.000 feet and a long chord bearing and distance of North 63° 50′ 40″ West 147.621 feet; thence an arc distance of 67.920 feet along the arc of a curve deflecting to the left having a radius of 93.000 feet and a long chord bearing and distance of South 78° 03′ 40″ West 66.420 feet; thence North 26° 40′ 21″ West 168.082 feet; thence North 87° 32′ 25″ East 0.549 feet; thence an arc distance of 17.262 feet along the arc of a curve deflecting to the right having a radius of 496.768 feet and a long chord bearing and distance of North 47° 58′ 22″ East 17.261 feet; thence an arc distance of 32.421 feet along the arc of a curve deflecting to the right having a radius of 134.363 feet and a long chord bearing and distance of North 37° 03′ 20″ East 32.342 feet; thence an arc distance of 11.385 feet along the arc of a curve deflecting to the left having a radius of 54.000 feet and a long chord bearing and distance of North 37° 55′ 42″ East 11.364 feet; thence South 54° 23′ 44″ East 11.234 feet; thence an arc distance of 37.648 feet along the arc of a curve deflecting to the right having a radius of 496.768 feet and a long chord bearing and distance of North 56° 22′ 57″ East 37.639 feet; thence North 63° 19′ 39″ East 19.000 feet; thence South 64° 28′ 49″ East 24.470 feet; thence North 63° 19′ 39″ East 2.000 feet; thence South 75° 21′ 55″ East 29.287 feet; thence North 63° 19′ 39″ East 1.000 feet; thence South 26° 40′ 21″ East 290.000 feet; thence South 63° 19′ 39″ West 1.687 feet to the point or place of beginning.

EXCEPTING AND RESERVING unto Lessor the space within the boundaries of such Parcel B to the extent that the same encompasses and is coextensive with and lies within the portions of the Building conveyed by the grantor in the Building Deed and situated, erected and being within the boundaries of such Parcel B.

Permitted Exceptions:

1. Rights of occupancy lessees, pursuant to their occupancy leases or to separate agreements, to undisturbed possession of their leased spaces so long as they are not in default under their occupancy leases.

2. Easement recorded in Liber 142, Folio 60, in the Office of the Surveyor of the District of Columbia.

3. Agreement for Services dated July 29, 1964 between Washington Gas Light Company and Watergate Improvements, Inc.

4. Agreement dated July 29, 1964 among United States Leasing Corporation, Watergate Improvements, Inc., Watergate Realty, Inc. and Washington Gas Light Company, recorded in the Land Records of the District of Columbia on September 21, 1964 in Liber 12283, Folio 89.

5. Equipment Lease from United States Leasing Corporation to Washington Gas Light Company dated July 31, 1964 and recorded September 21, 1964 in such Land Records in Liber 12283, Folio 99, the lessor's interest in such lease having been assigned as collateral security to New England Mutual Life Insurance Company by Assignment and Agreement dated July 31, 1964 and recorded in such Land Records on September 21, 1964 in Liber 12283, Folio 122.

6. Deed of Trust, dated as of July 31, 1964 and recorded in such Land Records on September 21, surance Company, recorded in such Land Records on April 29, 1965, as Instrument No. 14267.

7. Financing Statement of United States Leasing Corporation and New England Mutual Life Insurance Company, recorded in such Land Records on April 29, 1965, as Instrument No. 14267.

8. The state of facts shown on Survey dated March 22, 1966, made by Matz-Childs & Associates.

9. Easement and Cost Allocation Agreement dated as of March 1, 1966 between Watergate Improvement Associates and Watergate East, Inc. to be recorded concurrently herewith.

10. The lien of current real estate taxes and assessments not due and payable.

11. Sublease from Watergate Improvements, Inc. to Washington Gas Light Company, dated July 29, 1964 and recorded in such Land Records on August 28, 1964 as Instrument No. 29840.

12. Rights of others, not of record, in and to easements for rights of way, crossing over or running into the Property.

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DISTRICT OF COLUMBIA: ss.:

I, Leo Edward Elson, a notary public in and for such District of Columbia, do hereby certify that on the 27th day of March, 1966, personally appeared before me James E. McInnes as attorney-in-fact and personally well known to me as (or proved by the oaths of credible witnesses to be) such attorney-in-fact, and the a Mortgage Loan Officer of John Hancock Mutual Life Insurance Company, a Massachusetts corporation, named in the foregoing Lease bearing date as of March 1, 1966, as Lessor, and, by virtue and in pursuance of the authority therein conferred upon him, acknowledged such Lease to be the corporate act and deed of John Hancock Mutual Life Insurance Company and that he signed such Lease in the name of such John Hancock Mutual Life Insurance Company as its Mortgage Loan Officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of March, 1966.

Leo Edward Elson
Notary Public, D.C.
My commission expires
My Commission Expires August 14, 1969
[NOTARIAL SEAL]

DISTRICT OF COLUMBIA: ss.:

I, Leo Edward Elson, a notary public in and for such District of Columbia, do hereby certify that on the 27th day of March, 1966, personally appeared before me N. Saul as attorney-in-fact and personally well known to me as (or proved by the oaths of credible witnesses to be) such attorney-in-fact, and the President of Watergate Improvements, Inc., the general partner of Watergate Improvement Associates, a District of Columbia limited partnership, named in the foregoing Lease bearing date as of March 1, 1966, as Lessee, and, by virtue and in pursuance of the authority therein conferred upon him, acknowledged such Lease to be the act and deed of Watergate Improvement Associates and that he signed such Lease in the name of such Watergate Improvement Associates as President of Watergate Improvements, Inc., the general partner thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of March, 1966.

Leo Edward Elson
Notary Public, D.C.
My commission expires
My Commission Expires August 14, 1969
[NOTARIAL SEAL]

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THIRD AMENDMENT TO LEASE AND PARTIAL ASSIGNMENT
AND ASSUMPTION OF LEASE

(Stage I - Commercial)

This Third Amendment to Lease and Partial Assignment and Assumption of Lease (Stage I - Commercial) (this "Agreement") is made as of the 16th day of April, 1990 (the "Effective Date") by and among Watergate Improvement Associates ("Lessor"), a District of Columbia limited partnership, Watergate Improvements Associates ("Lessee"), a District of Columbia limited partnership, and Watergate Hotel Partners, L.P. ("Hotel Lessee"), a Delaware limited partnership, amending and partially assigning the lease dated as of March 1, 1966 which lease was recorded on March 29, 1966 among the Land Records of the District of Columbia (the "Land Records") in Liber 12585, Folio 177, as amended by that certain First Stage I - Commercial Lease Amendment, dated as of May 1, 1967 and recorded among the Land Records on May 23, 1967 in Liber 12753, Folio 178, and as further amended by that certain First Amendment to Lease (Stage I - Commercial), dated as of March 1, 1971 and recorded among the Land Records on March 31, 1971 in Liber 13201, Folio 330, and as further amended by that certain Second Amendment to Lease (Stage I - Commercial), dated as of April 1, 1975 and memorialized in a Memorandum of Second Amendment to Lease, recorded among the Land Records on April 21, 1975 in Instrument No. 07895 (collectively, as amended and as amended by this Agreement, the "Lease").

WHEREAS, Lessor and Lessee mutually desire to amend the Lease,

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WHEREAS, Lessee desires to assign to Hotel Lessee, and Hotel Lessee desires to assume, all of Lessee's right, title, interest, liabilities and obligations arising under the Lease from and after the Effective Date to the extent (and only to the extent) that the same relate to that portion of the Property more particularly described on Exhibit A hereto (the "Hotel Facilities Premises"), which portion of the Property is currently being operated as restaurant facilities, conference or meeting rooms and valet parking areas in connection with that certain hotel (the "Hotel") currently situated on the parcel of land adjoining on the north of the Property and designated as Assessment and Tax Lot Number 807 in the District of Columbia more particularly described on Exhibit B hereto ("Lot 807"), and

WHEREAS, capitalized terms used herein without definition shall have the meanings ascribed to them in the Lease,

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, Lessor, Lessee and Hotel Lessee hereby agree as follows:

1. Lessee hereby (a) assigns, transfers, sets over and conveys to Hotel Lessee all of Lessee's right, title and interest under the Lease in and to the Hotel Facilities Premises to the extent (and only to the extent) that the same relate to the Hotel Facilities Premises, and (b) delegates to Hotel Lessee all of Lessee's duties, obligations and liabilities arising under the Lease from and after the Effective Date to the extent (and only to the extent) that the same relate to the Hotel Facilities Premises.

2. Hotel Lessee hereby (a) accepts such assignment; and (b) assumes and agrees to pay and perform and to be bound

by all of the terms, conditions, covenants, obligations and liabilities agreed to be done, kept and performed by Lessee under the Lease arising from and after the Effective Date to the extent (and only to the extent) that the same relate to the Hotel Facilities Premises. Except as specifically set forth in this Agreement, or as expressly required under the laws of the District of Columbia, Hotel Lessee is not assuming, and will not be liable for, any liabilities or obligations of any kind whatsoever of Lessee, whether known or unknown, choate or inchoate, absolute or contingent. Lessee shall remain responsible for all covenants, obligations, or liabilities agreed to be done, kept and performed by Lessee under the Lease arising before the Effective Date, or arising from and after the Effective Date to the extent (and only to the extent) that the same do not relate to the Hotel Facilities Premises.

3. Lessor hereby consents to the foregoing partial assignment and assumption of the Lease and agrees that Lessor shall look solely to Lessee or Hotel Lessee, as the case may be, for the performance of such party's duties, obligations and liabilities arising under the Lease from and after the Effective Date. In furtherance of the foregoing, Lessor agrees that any breach or default by Lessee or Hotel Lessee, as the case may be (the "Defaulting Party"), under the Lease shall not affect, disturb or otherwise impair any of the right, title or interest of the non-Defaulting Party hereunder, provided that Lessor shall be entitled to enforce all of its rights and remedies available under the

Lease against the Defaulting Party to the same extent as if the Lease were solely between the Lessor and such Defaulting Party.

4. The parties acknowledge and agree that the respective right, title and interest of Lessee and Hotel Lessee under the Lease may be separately mortgaged by Lessee and Hotel Lessee, respectively (the "Mortgaging Party"), and, in furtherance thereof, the term "Deed" as used throughout the Lease shall mean any deed of trust or mortgage of Lessee's or Hotel Lessee's interest in the Property, as the case may be, or any part thereof or any rent therefrom or any estate, right or interest therein, at the time in existence, constituting a first deed of trust or mortgage lien thereon. However, the rights and remedies of the Trustee under such Deed, including, without limitation, the right to foreclose or otherwise realize upon the Mortgaging Party's interest under the Lease, shall not extend to, or otherwise impair or disturb, the non-Mortgaging Party's interest under the Lease.

5. The parties hereby acknowledge and agree that except as specifically set forth herein, and to the extent that Lessee's rights and obligations under the Lease do not relate to the Hotel Facilities Premises, Lessee shall retain all of Lessee's right, title and interest, as well as its obligations and liabilities, under the Lease.

6. Except as provided in the following sentence, Lessor and Lessee make no representations or warranties to Hotel Lessee with respect to the Lease or the operations or any other activity incidental to or connected with the Hotel Facilities Premises, including, without limitation, the operations of the restaurants,

conference or meeting rooms and valet parking areas located therein, it being intended that this Agreement, including the partial assignment and assumption herein, is made without recourse to Lessor or Lessee. Lessor and Lessee each represents and warrants to Hotel Lessee that as of the Effective Date, Lessee is not in default of its obligations or liabilities under the Lease nor does Lessor or Lessee know of any event or condition which with notice or the lapse of time or both would constitute such default by Lessee.

7. Notwithstanding anything to the contrary contained in the Lease:

(a) Hotel Lessee will pay to Lessor a net annual basic rent of $12 (the "Hotel Lessee's Basic Rent") payable in equal monthly installments in advance on May 1, 1990 and on or before the first day of each successive calendar month; and

(b) Commencing with the annual period beginning on May 1, 1990, the Basic Rent payable by Lessee to Lessor shall be $93,563 payable in equal monthly installments in advance on May 1, 1990 and on or before the first day of each successive calendar month.

8. Notwithstanding anything to the contrary contained in the Lease, with respect to any item of Additional Rent (other than Impositions) which (i) has heretofore been incurred by Lessee in connection with the Hotel Facilities Premises and (ii) is not otherwise allocated under the Lease or separately metered, Hotel Lessee's share thereof shall be the same share heretofore borne by and accounted for in the financial reportings of the owner or operator of the Hotel.

9. So long as the Impositions against Lot 807 fully and fairly reflect, among other things, the operations conducted upon and within the Hotel Facilities Premises, Hotel Lessee shall not be responsible for the payment of any Impositions referred to in section 14 of the Lease.

10. Hotel Lessee agrees to hold Lessee harmless from and indemnify Lessee for any and all losses, damages or liabilities (including reasonable attorneys' fees and expenses) which Lessee may suffer or incur that are attributable to Hotel Lessee's failure to fulfill any duties or obligations with respect to the Lease that are assumed by Hotel Lessee hereunder. Lessee agrees to hold Hotel Lessee harmless from and indemnify Hotel Lessee for any and all losses, damages or liabilities (including reasonable attorneys' fees and expenses) which Hotel Lessee may suffer or incur that are attributable to Lessee's failure to fulfill any duties or obligations with respect to the Lease that are not assumed by Hotel Lessee hereunder.

11. Recognizing that the Hotel Facilities Premises is an integral part of the Hotel and cannot be severed from the operations of the Hotel, Hotel Lessee's interest under the Lease shall not be assigned, conveyed or otherwise transferred except to a transferee of the Hotel.

12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

13. This Agreement contains the entire agreement of the parties with regard to the matters stated herein and all prior

negotiations and merged into this Agreement. No change, modification or waiver shall be valid unless in writing and signed by the party against whom it is to be enforced.

14. Notwithstanding anything to the contrary contained in section 38 of the Lease, all notices or other communications hereunder by or to Lessor, Lessee or Hotel Lessee shall be in writing and shall be deemed to have been given when delivered or mailed by first class registered or certified mail, postage prepaid addressed: (a) if to Lessor, at c/o Pan-American Management, Inc., 521 Fifth Avenue, Suite 1407, New York, New York 10175, Attention: James O. Boisi, or at such other address as Lessor shall have furnished to Hotel Lessee, Lessee or Trustee in writing, (b) if to Lessee, at same address for Lessor, or at such other address as Lessee shall have furnished to Hotel Lessee, Lessor or Trustee in writing, and (c) if to Hotel Lessee, at c/o Trusthouse Forte, Inc., 1973 Friendship Drive, El Cajon, California 92020, Attention: Thomas D. Farrell, or at such other address as Hotel Lessee shall have furnished to Lessor, Lessee and Trustee in writing.

15. Except as amended hereby, the Lease is in all respects ratified and confirmed and the terms thereof shall remain in full force and effect.

IN TESTIMONY WHEREOF, Watergate Improvement Associates, a District of Columbia limited partnership, as Lessee, has caused these presents to be executed by Second Bouverie Properties, Inc., a Delaware corporation and the general partner of said partnership; and said Second Bouverie Properties, Inc., as a partner in Watergate Improvement Associates, has on this 12th day of

_____, 1990, caused this Agreement to be executed by James O. Boisi, its President, attested by Mark E. Rose, its Secretary, and its corporate seal to be hereunto affixed, and does constitute and appoint James O. Boisi its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

IN TESTIMONY WHEREOF, Watergate Hotel Partners, L.P., a Delaware limited partnership, has caused these presents to be executed by Forte Hotels Washington, Inc., a Delaware corporation and the general partner of said partnership; and said Forte Hotels Washington, Inc., as a partner in Watergate Hotel Partners, L.P., has on this _____ day of _____, 1990, caused this Agreement to be executed by Thomas D. Farrell, its Senior Vice President, attested by _____, its Secretary, and its corporate seal to be hereunto affixed, and does constitute and appoint Thomas D. Farrell its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

IN TESTIMONY WHEREOF, Watergate Improvement Associates, a District of Columbia limited partnership, as Lessor, has caused these presents to be executed by Second Bouverie Properties, Inc., a Delaware corporation and the general partner of said partnership; and said Second Bouverie Properties, Inc., as a partner in Watergate Improvement Associates, has on this _____ day of _____, 1990, caused this Agreement to be executed by James O. Boisi, its President, attested by Mark E. Rose, its Secretary, and its corporate seal to be hereunto affixed, and does constitute and appoint

James O. Boisi its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

LESSEE:

WATERGATE IMPROVEMENT ASSOCIATES,
a District of Columbia limited
partnership

Attest:

By: Second Bouverie Properties, Inc.,
a Delaware corporation,
Its General Partner

Mark E. Rose,
Secretary

By _____
James O. Boisi, President

HOTEL LESSEE:

WATERGATE HOTEL PARTNERS, L.P.,
a Delaware limited partnership

Attest:

By: Forte Hotels Washington, Inc.,
a Delaware corporation,
Its General Partner

By _____
Thomas D. Farrell,
Senior Vice President and Secretary

LESSOR:

WATERGATE IMPROVEMENT ASSOCIATES,
a District of Columbia limited
partnership

Attest:

By: Second Bouverie Properties, Inc.,
a Delaware corporation,
its General Partner

Mark E. Rose,
Secretary

By _____
James O. Boisi, President

JPR:jms 04/04/90 JPR657.0010.0.0

DISTRICT OF OF COLUMBIA)
) ss:
)

I, Tonya M. Anderson, a notary public in and for the jurisdiction aforesaid do hereby certify that James O. Boisi, who is personally well known to me as the person named as attorney-in-fact in the foregoing Agreement, bearing date ~~on~~ the 19th day of April, 1990, and hereto annexed, personally appeared before me in said jurisdiction and as attorney-in-fact as aforesaid, and by virtue of the power vested in him by the aforesaid Agreement, acknowledged the same to be the act and deed of Second Bouverie Properties, Inc., as a general partner of WATERGATE IMPROVEMENT ASSOCIATES, the Lessee therein, and delivered the same as such.

GIVEN under my hand and official seal this 18th day of April, 1990.

Tonya M. Anderson
Notary Public

[Notary Seal]

My commission expires:
My Commission Expires September 30, 1993

JPR:jms 04/04/90 JPR65T.0011.0.0

DISTRICT OF OF COLUMBIA)
) ss:
)

I, Joseph R. DeSanti, a notary public in and for the jurisdiction aforesaid do hereby certify that Thomas D. Farrell, who is personally well known to me as the person named as attorney in-fact in the foregoing Agreement, bearing date ~~as of~~ the 19th day of April, 1990, and hereto annexed, personally appeared before me in said jurisdiction and as attorney-in-fact as aforesaid, and by virtue of the power vested in him by the aforesaid Agreement, acknowledged the same to be the act and deed of Forte Hotels Washington, Inc., as a general partner of WATERGATE HOTEL PARTNERS, L.P., the Hotel Lessee therein, and delivered the same as such.

GIVEN under my hand and official seal this 19th day of April, 1990.

Notary Public

[Notary Seal]

My commission expires:

My Commission Expires July 14, 1992

JPR:dlo 04/04/90 JPR657.0012.0.0 J 0 3 1 5

DISTRICT OF OF COLUMBIA)
) ss:
)

I, Tonya M. Anderson, a notary public in and for the jurisdiction aforesaid do hereby certify that James O. Boisi, who is personally well known to me as the person named as attorney-in-fact in the foregoing Agreement, bearing date ~~on the~~ 19th day of April, 1990, and hereto annexed, personally appeared before me in said jurisdiction and as attorney-in-fact as aforesaid, and by virtue of the power vested in him by the aforesaid Agreement, acknowledged the same to be the act and deed of Second Bouverie Properties, Inc., as a general partner of WATERGATE IMPROVEMENT ASSOCIATES, the Lessor therein, and delivered the same as such.

GIVEN under my hand and official seal this 18th day of April, 1990.

Tonya M. Anderson
Notary Public

[Notary Seal]

My commission expires:
My Commission Expires September 30, 1993

e Consultants, Inc.
ville, Maryland
Job No.: 11-64-020G
April 3, 1990
Revised April 11, 1990
Revised April 17, 1990
Revised June 6, 1990
Revised June 20, 1990

METES AND BOUNDS DESCRIPTION

FOR

RESTAURANT AND MEETING ROOMS

OVER AND ACROSS

PART OF

ASSESSMENT AND TAXATION LOT 806, SQUARE 8

WASHINGTON, DC

Being a piece or parcel of land lying, situate and being in Lot 19, Square 8, Washington, DC on file in the records of the Office of the Surveyor of the District of Columbia in Liber 147 at Folio 115, being more particularly described as follows:

Beginning for aforesaid piece or parcel of land at a point, said point being at the intersection of the northwesterly right of way line of New Hampshire Avenue with the northerly right of way line of "F" Street; thence running the following eight (8) courses and distances to the true point of beginning

A. North 36°09'00" East, 524.631 feet to a point; thence

B. 208.993 feet along the arc of a curve to the left, said curve having a radius of 172.838 feet and a chord bearing and distance of North 20°52'45" West, 196.491 feet; thence

C. North 55°31'11" West, 107.564 feet to a point; thence

D. 117.763 feet along the arc of a curve to the right, said curve having a radius of 2065.50 feet and a chord bearing and distance of North 53°53'11" West, 117.747 feet; thence

E. 36.394 feet along the arc of a curve to the left, said curve having a radius of 1934.50 feet and a chord bearing and distance of North 52°47'31" West, 36.394 feet; thence

F. South 34°40'00" West, 111.373 feet to a point; thence

G. South 26°40'20" East, 7.501 feet to a point; thence

H. South 63°19'39" West, 58.000 feet to the true point of beginning; thence

1. North 63°10'47" East, 36.925 feet to a point; thence

2. South 26°47'08" East, 0.693 feet to a point; thence

3. South 63°12'52" West, 5.178 feet to a point; thence

4. South 26°47'08" East, 18.373 feet to a point; thence

5. South 63°12'52" West, 13.141 feet to a point; thence

6. South 26°47'08" East, 77.561 feet to a point; thence

7. South 63°13'11" West, 18.961 feet to a point; thence

8. North 26°46'49" West, 18.782 feet to a point; thence

9. South 63°08'53" West, 37.772 feet to a point; thence

10. South 63°08'53" West, 58.530 feet to a point; thence

11. 48.912 feet along the arc of a curve to the left, said curve having a radius of 70.000 feet and a chord bearing and distance of North 39°48'36" West, 47.923 feet to a point; thence

12. 67.565 feet along the arc of a curve to the left, said curve having a radius of 110.000 feet and a chord bearing and distance of North 77°25'25" West, 66.508 feet; thence

13. North 24°01'47" East, 2.658 feet to a point; thence

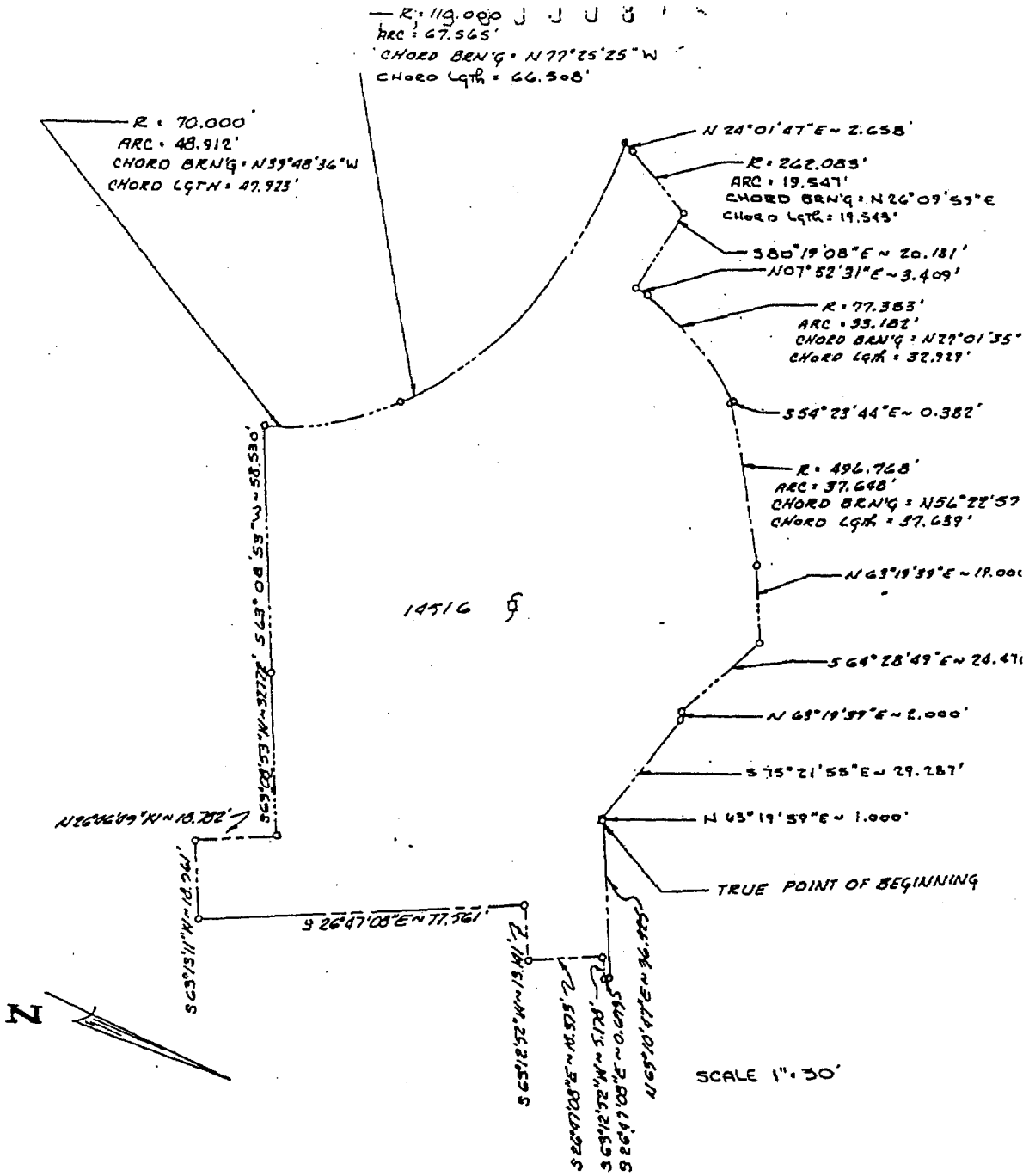
14. 19.547 feet along the arc of a curve to the right, said curve having a radius of 262.083 feet and a chord bearing and distance of North 26°09'59" East, 19.543 feet; thence

15. South 80°19'08" East, 20.181 feet to a point; thence

16. North 07°52'31" East, 3.409 feet to a point; thence

17. 33.182 feet along the arc of a curve to the right, said curve having a radius of 77.383 feet and a chord bearing and distance of North 27°01'35" East, 32.929 feet; thence
18. South 54°23'44" East, 0.382 feet to a point; thence
19. 37.648 feet along the arc of a curve to the right, said curve having a radius of 496.768 feet and a chord bearing and distance of North 56°22'57" East, 37.639 feet to a point; thence
20. North 63°19'39" East, 19.000 feet to a point; thence
21. South 64°28'49" East, 24.470 feet to a point; thence
22. North 63°19'39" East, 2.000 feet to a point; thence
23. South 75°21'55" East, 29.287 feet to a point; thence
24. North 63°19'39" East, 1.000 feet to the point of beginning and containing 14,516 square feet of land.

The bottom plane of the vertical space of the area described above shall be elevation 22.80 and the top plane of the vertical space of the area described above shall vary between 30.80 and 31.00. All elevations as stated herein are determined in the District of Columbia Department of Public Works - Engineering Department Datum.



GEOLOGICAL REVISIONS 6-20-90

EASEMENT EXHIBIT
RESTAURANT AND MEETING ROOMS
ASSESSMENT AND TAXATION LOT 806, SQUARE 8
PART OF LOT 19
WASHINGTON, D.C.

KIDDE CONSULTANTS, INC.

METES AND BOUNDS DESCRIPTION

FOR

PARKING AREA

OVER AND ACROSS

PART OF

ASSESSMENT AND TAXATION LOT 806, SQUARE 8

WASHINGTON, DC

Being a piece or parcel of land lying, situate and being in Lot 19, Square 8, Washington, DC on file in the records of the Office of the Surveyor of the District of Columbia in Liber 147 at Folio 115, being more particularly described as follows:

Beginning for aforesaid piece or parcel of land at a point, said point being at the intersection of the northwesterly right of way line of New Hampshire Avenue with the northerly right of way line of "F" Street; thence running the following eight (8) courses and distances to the true point of beginning

A. North 36°09'00" East, 524.631 feet to a point; thence

B. 208.993 feet along the arc of a curve to the left, said curve having a radius of 172.838 feet and a chord bearing and distance of North 20°52'45" West, 196.491 feet; thence

C. North 55°31'11" West, 107.564 feet to a point; thence

D. 117.763 feet along the arc of a curve to the right, said curve having a radius of 2065.500 feet and a chord bearing and distance of North 53°53'11" West, 117.747 feet; thence

E. 36.394 feet along the arc of a curve to the left, said curve having a radius of 1934.50 feet and a chord bearing and distance of North 52°47'31" West, 36.394 feet; thence

F. South 34°40'00" West, 111.373 feet to a point; thence

G. South 26°40'20" East, 7.404 feet to a point; thence

H. South 63°12'52" West, 0.479 feet to the true point of beginning; thence

1. South 26°47'24" East, 1.017 feet to a point; thence

2. North 61°43'02" East, 19.008 feet to a point; thence

3. North 84°55'32" East, 4.319 feet to a point; thence

4. South 58°35'47" East, 20.851 feet to a point; thence

5. North 63°09'04" East, 1.464 feet to a point; thence

6. South 26°50'56" East, 95.458 feet to a point; thence

7. South 63°09'04" West, 18.461 feet to a point; thence

8. South 26°50'56" East, 14.597 feet to a point; thence

9. South 63°24'02" West, 10.005 feet to a point; thence

10. South 26°35'58" East, 15.053 feet to a point; thence

11. South 63°06'38" West, 5.228 feet to a point; thence

12. South 26°53'22" East, 28.461 feet to a point; thence

13. South 63°16'15" West, 1.787 feet to a point; thence

14. South 26°43'45" East, 77.904 feet to a point; thence

15. South 63°09'37" West, 12.058 feet to a point; thence

16. South 27°09'54" East, 19.534 feet to a point; thence

17. South 63°08'33" West, 52.634 feet to a point; thence

18. North 51°33'12" West, 41.925 feet to a point; thence

19. 24.669 feet along the arc of a curve to the left, said curve having a radius of 177.504 feet and a chord bearing and distance of North 55°32'05" West, 24.649 feet; thence

20. North 59°30'58" West, 20.646 feet to a point; thence

21. North 63°11'08" East, 8.300 feet to a point; thence

22. North 26°48'52" West, 1.227 feet to a point; thence

23. South 63°11'08" West, 1.384 feet to a point; thence

24. North 26°48'52" West, 76.027 feet to a point; thence

25. North 63°08'53" East, 17.331 feet to a point; thence

26. North 26°51'07" West, 38.720 feet to a point; thence

27. North 63°08'53" East, 23.052 feet to a point; thence

28. South 26°46'49" East, 18.782 feet to a point; thence

29. North 63°13'11" East, 18.961 feet to a point; thence

30. North 26°47'08" West, 77.561 feet to a point; thence

31. North 63°12'52" East, 13.141 feet to a point; thence

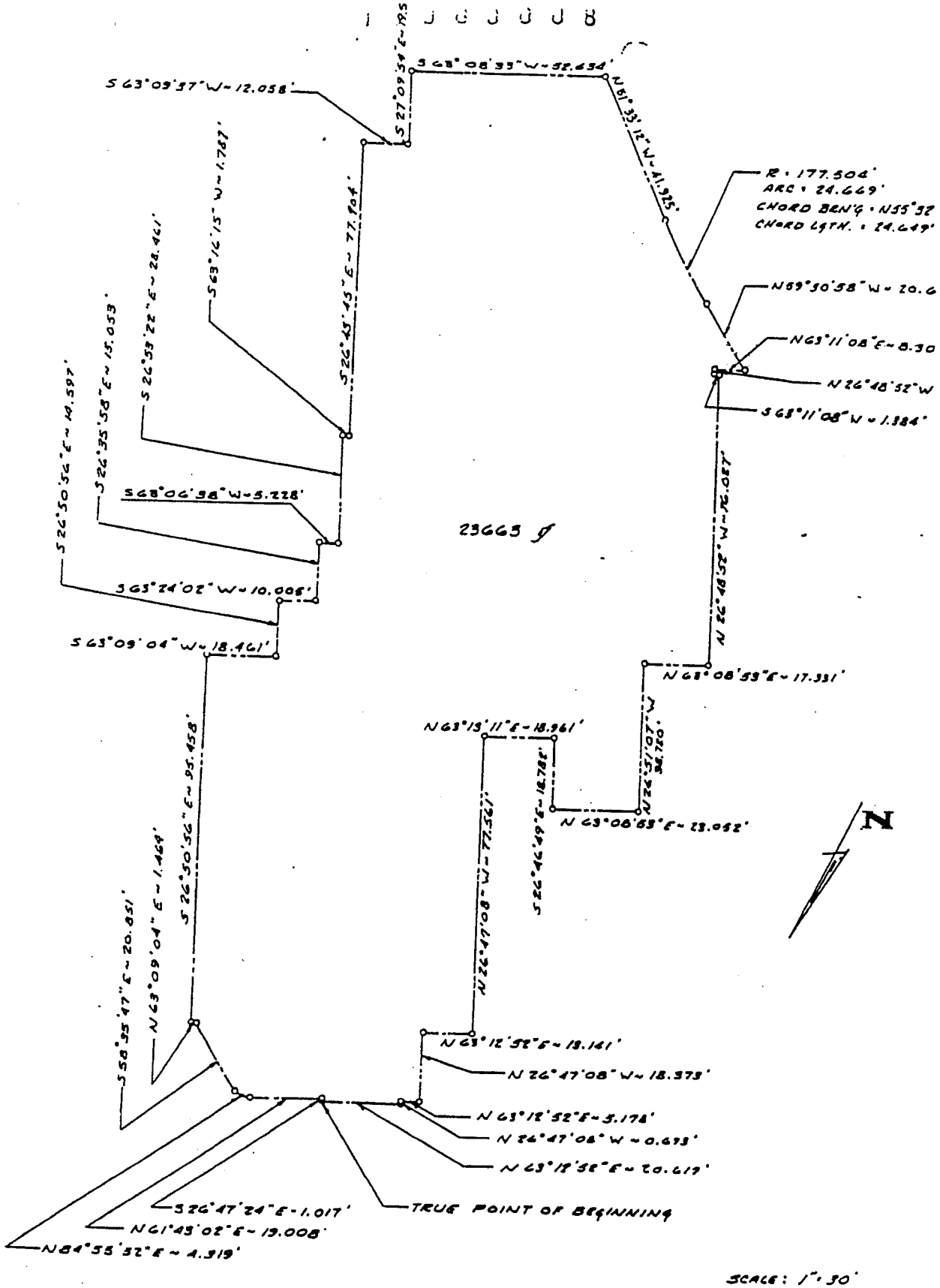
32. North 26°47'08" West, 18.373 feet to a point; thence

33. North 63°12'52" East, 5.178 feet to a point; thence

34. North 26°47'08" West, 0.693 feet to a point; thence

35. North 63°12'52" East, 20.617 feet to the point of beginning and containing 23663 square feet.

The bottom plane of the vertical space of the area described above shall be elevation 22.80 and the top plane of the vertical space of the area described above shall vary between 30.80 and 31.00. All elevations as stated herein are determined in the District of Columbia Department of Public Works - Engineering Department Datum.



EASEMENT EXHIBIT

PARKING AREA
ASSESSMENT AND TAXATION LOT 806, SQUARE 8
PART OF LOT 19
WASHINGTON, D.C.

KIDDE CONSULTANTS, INC.
ENGINEERS - PLANNERS
20 West Montgomery Avenue Rockville, Maryland 20850 (301) 762 7916

METES AND BOUNDS DESCRIPTION

FOR

RESTAURANT AND OFFICE AREA

OVER AND ACROSS

PART OF

ASSESSMENT AND TAXATION LOT 806, SQUARE 8

WASHINGTON, DC

Being a piece or parcel of land lying, situate and being in Lot 19, Square 8, Washington, DC on file in the records of the Office of the Surveyor of the District of Columbia in Liber 147 at Folio 115, being more particularly described as follows:

Beginning for aforesaid piece or parcel of land at a point, said point being at the intersection of the northwesterly right of way line of New Hampshire Avenue with the northerly right of way line of "F" Street; thence running the following eight (8) courses and distances to the true point of beginning

A. North 36°09'00" East, 524.631 feet to a point; thence

B. 208.993 feet along the arc of a curve to the left, said curve having a radius of 172.838 feet and a chord bearing and distance of North 20°52'45" West, 196.491 feet; thence

C. North 55°31'11" West, 107.564 feet to a point; thence

D. 117.763 feet along the arc of a curve to the right, said curve having a radius of 2065.50 feet and a chord bearing and distance of North 53°53'11" West, 117.747 feet; thence

E. 36.394 feet along the arc of a curve to the left, said curve having a radius of 1934.50 feet and a chord bearing and distance of North 52°47'31" West, 36.394 feet; thence

F. South 34°40'00" West, 111.37[illegible] feet to a point; thence

G. South 26°40'20" East, 7.501 feet to a point; thence

H. South 63°19'39" West, 58.00 feet to the true point of beginning; thence

1. South 26°40'21" East, 0.687 feet to a point; thence

2. South 63°38'04" West, 22.383 feet to a point; thence

3. South 26°51'52" East, 19.492 feet to a point; thence

4. South 63°14'44" West, 21.983 feet to a point; thence

5. South 27°00'19" East, 3.914 feet to a point; thence

6. North 63°04'47" East, 3.447 feet to a point; thence

7. South 26°55'13" East, 14.173 feet to a point; thence

8. North 63°07'17" East, 1.470 feet to a point; thence

9. South 26°52'43" East, 1.170 feet to a point; thence

10. South 63°07'17" West, 59.390 feet to a point; thence

11. South 26°52'43" East, 15.623 feet to a point; thence

12. North 46°09'19" West, 18.116 feet to a point; thence

13. North 54°16'38" West, 21.830 feet to a point; thence

14. North 78°05'24" West, 30.977 feet to a point; thence

15. South 87°50'58" West, 20.333 feet to a point; thence

16. North 26°40'21" West, 11.280 feet to a point; thence

17. 17.262 feet along the arc of a curve to the right, said curve having a radius of 496.768 feet and a chord bearing and distance of North 47°58'22" East, 17.261 feet to a point; thence

18. 32.421 feet along the arc of a curve to the right, said curve having a radius of 134.363 feet and a chord bearing and distance of North 37°03'20" East, 32.342 feet to a point; thence

19. 11.385 feet along the arc of a curve to the left, said curve having a radius of 54.000 feet and a chord bearing and distance of North 37°55'42" East, 11.364 feet to a point; thence

20. South 54°23'44" East, 11.234 feet to a point; thence

21. 37.648 feet along the arc of a curve to the right, said curve having a radius of 496.768 feet and a chord bearing and distance of North 56°22'57" East, 37.639 feet to a point; thence

22. North 63°19'39" East, 19.000 feet to a point; thence

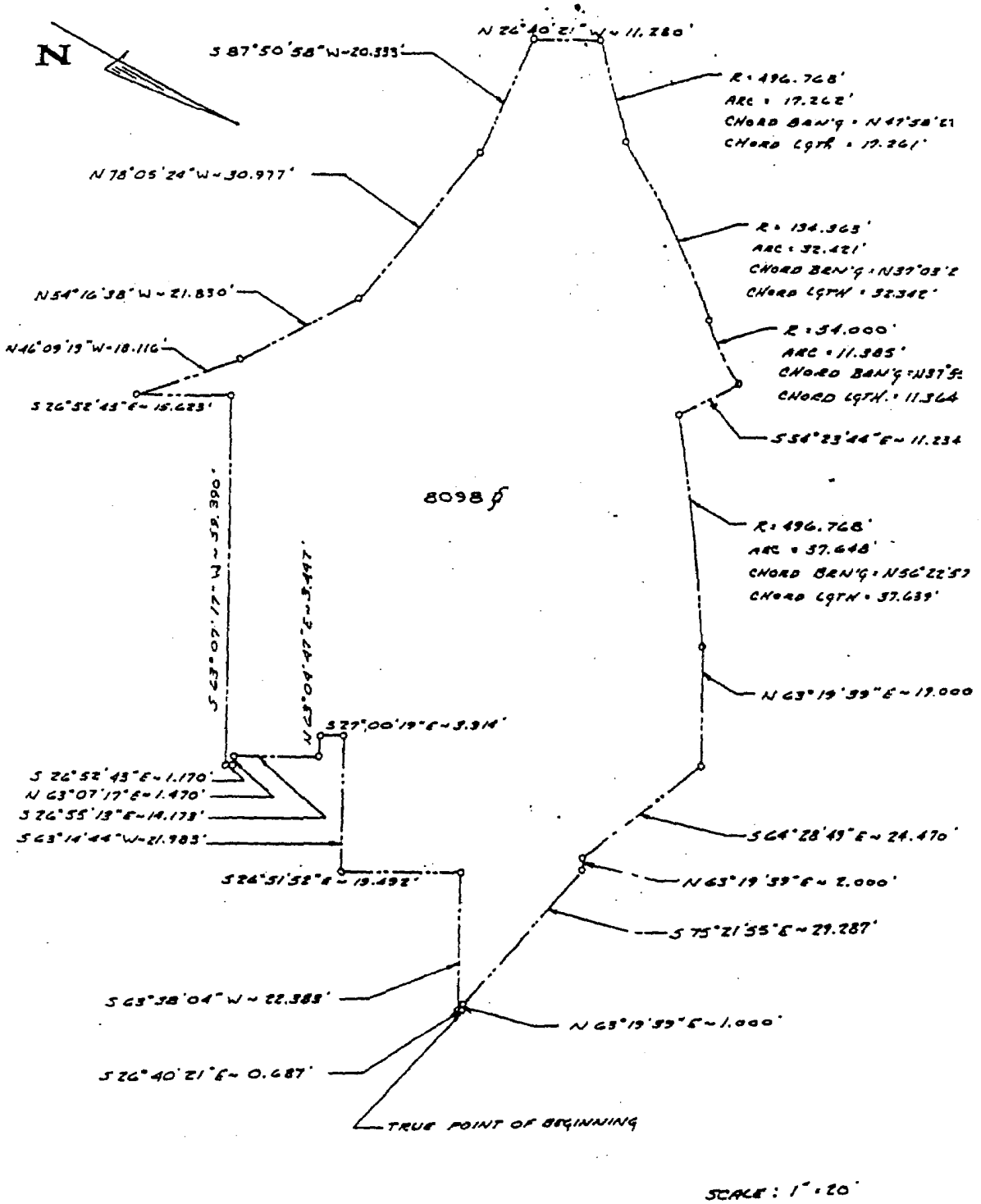
23. South 64°28'49" East, 24.470 feet to a point; thence

24. North 63°19'39" East, 2.000 feet to a point; thence

25. South 75°21'55" East, 29.287 feet to a point; thence

26. North 63°19'39" East, 1.000 feet to the point of beginning and containing 8098 square feet.

The bottom plane of the vertical space of the area described above shall be elevation 13.82 and the top plane of the vertical space of the area described above shall be 21.65. All elevations as stated herein are determined in the District of Columbia Department of Public Works - Engineering Department Datum.



EASEMENT EXHIBIT
RESTAURANT AND OFFICE AREA
ASSESSMENT AND TAXATION LOT 806, SQUARE 8
PART OF LOT 19
WASHINGTON D.C.

METES AND BOUNDS DESCRIPTION

OF

ASSESSMENT AND TAXATION LOT NO. 807, SQUARE 8

WASHINGTON, DC

(LOT TWO (2), WATERGATE PROJECT)

Being part of Lot Nineteen (19) in Square Numbered Eight (8) as recorded among the Records of the Office of the Surveyor for the District of Columbia in Liber 147 at Folio 115, and being more particularly described as follows:

Beginning for aforesaid piece or parcel of land at a point, said point being at the intersection of the northwesterly right of way line of New Hampshire Avenue with the northerly right of way line of "F" Street; thence running the following four (4) courses and distances to the true point of beginning;

A. Due West 151.167 feet to a point; thence

B. 133.880 feet along the arc of a curve deflecting to the right, having a radius of 335.930 feet and a long chord bearing and distance of North 38°36'20" West, 132.990 feet to a point; thence

C. North 04°28'10" West, 153.970 feet to a point; thence

D. North 11°56'25" West, 275.235 feet to the true point of beginning; thence

1. North 11°56'25" West, 63.095 feet to a point; thence

2. North 14°27'50" West, 93.376 feet to a point; thence

3. North 75°32'10" East, 17.269 feet to a point; thence

4. 26.452 feet (Deed), 26.699 feet (As Now Computed) along the arc of a curve deflecting to the left, having a radius of 32.487 feet and a long chord bearing and

distance of North 51°59'33" East, 25.594 feet (Deed), North 51°59'33" East, 25.954 feet (As Now Computed) to a point; thence

5. South 61°33'04" East, 4.088 feet to a point; thence
6. 93.229 feet along the arc of a curve deflecting to the left, having a radius of 153.000 feet and a long chord bearing and distance of North 10°59'34" East, 91.793 feet; thence
7. 7.058 feet along the arc of a curve deflecting to the left, having a radius of 43.833 feet and a long chord bearing and distance of North 11°04'39" East, 7.051 feet (Deed), North 11°04'39" West, 7.051 feet (As Now Computed) to a point; thence
8. North 52°32'50" East, 4.686 feet to a point; thence
9. Due North 27.067 feet to a point; thence
10. North 71°10'00" East, 9.542 feet to a point; thence
11. South 55°20'00" East, 213.401 feet (Deed), South 55° 31'11" East, 213.401 feet (As Now Computed) to a point; thence
12. South 56°10'09" East, 68.965 feet to a point; thence
13. South 26°40'20" East, 7.501 feet to a point; thence
14. South 63°19'39" West, 59.000 feet to a point; thence
15. North 75°21'55" West, 29.287 feet to a point; thence
16. South 63°19'39" West, 2.000 feet to a point; thence
17. North 64°28'49" West, 24.470 feet to a point; thence
18. South 63°19'39" West, 19.000 feet to a point; thence

19. 37.648 feet along the arc of a curve deflecting to the left, having a radius of 496.768 feet and a long chord bearing and distance of South 56°22'57" West, 37.639 feet to a point; thence

20. North 54°23'44" West, 11.234 feet to a point; thence

21. 11.385 feet along the arc of a curve deflecting to the right, having a radius of 54.000 feet and a long chord bearing and distance of South 37°55'42" West, 11.364 feet to a point; thence

22. 32.421 feet along the arc of a curve deflecting to the left, having a radius of 134.363 feet and a long chord bearing and distance of South 37°03'20" West, 32.342 feet to a point; thence

23. 17.262 feet along the arc of a curve deflecting to the left, having a radius of 496.768 feet and a long chord bearing and distance of South 47°58'22" West, 17.261 feet to a point; thence

24. South 87°32'25" West, 20.000 feet to a point; thence

25. 73.197 feet along the arc of a curve deflecting to the left, having a radius of 510.000 feet and a long chord bearing and distance of South 41°09'34" West, 73.116 feet to the point of beginning and containing 37,897 square feet or 0.8703 acres.

Said property being now known for Assessment and Taxation purposes as Lot Numbered 807 in Square Numbered 8.

90 JUN 21 PM 2:13 900035124

06-21(WED)'90 2:20 PM
900035124
1275MLN 140.00
TOTAL 140.00
CHEQUE 14
PURCHASE 1
AO3 # 3 R6130

FOR DEPOSIT ONLY
ENDORSMENT GUARANTEED

RECORDER OF DEED
BY D.C. TREASURE

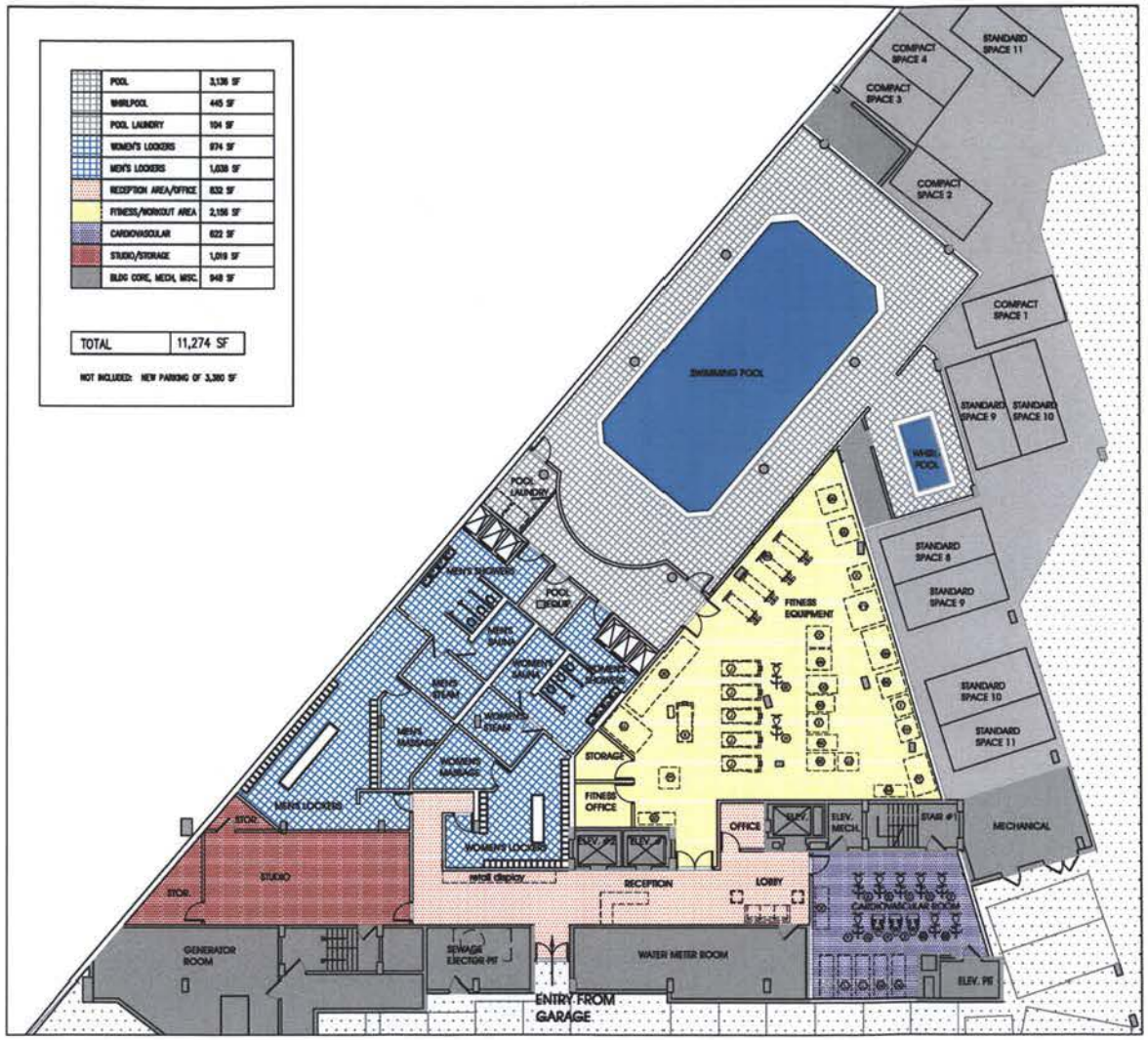
06-21-90 A03# 3R6130 CHEQUE 14

COMMERCIAL SETTLEMENTS
1413 K ST N.W. 12TH FL.
WASHINGTON D.C. 20005

WATERGATE HOTEL HEALTH CLUB
COMPARISON OF EXISTING VS. PROPOSED GROSS SQUARE FEET

	Existing Plan	Proposed Plan
Pool	3,136 GSF	3,136 GSF
Whirlpool	445 GSF	445 GSF
Pool Laundry Area	1,334 GSF	104 GSF
Women's Locker Room	1,808 GSF	974 GSF
Men's Locker Room	2,070 GSF	1,038 GSF
Reception Area / Office	1,480 GSF	832 GSF
Fitness Workout Area	2,496 GSF	2,156 GSF
Cardiovascular Room		622 GSF
Studio & Storage Area		1,019 GSF
Building Core, Mechanical & Miscellaneous	1,685 GSF	948 GSF
Aerobics Studio on B2 Level	320 GSF	
TOTAL GROSS SQUARE FEET	14,774 GSF	11,274 GSF
		-3,500 GSF

[1] Membership at the Health Club is expected to be reduced from 563 members to approximately 300 members, a 46% reduction. The physical area of the Health Club is only being reduced by 3,500 GSF or 23%.



A	LIFE FITNESS	LIFECYCLE 9500HR
B	LIFE FITNESS	LIFECYCLE 9500HR
C	LIFE FITNESS	LIFECYCLE 9500R
D	LIFE FITNESS	LIFECYCLE 9500R
E	LIFE FITNESS	LIFECYCLE 9500R
F	LIFE FITNESS	LIFECYCLE 9500R
G	LIFE FITNESS	LIFECYCLE UPRIGHT
H	LIFE FITNESS	LIFECYCLE UPRIGHT
J	LIFE FITNESS	TREADMILL TR9100
J	LIFE FITNESS	TREADMILL TR9100
J	LIFE FITNESS	TREADMILL TR9100
J	LIFE FITNESS	TREADMILL TR9100
J	LIFE FITNESS	TREADMILL TR9100
K	LIFE FITNESS	TREADMILL TR9100
L	LIFE FITNESS	CROSS TRAINER 9500HR
L	LIFE FITNESS	CROSS TRAINER 9500HR
L	LIFE FITNESS	CROSS TRAINER 9500HR
M	LIFE FITNESS	CROSS TRAINER 9500HR
M	LIFE FITNESS	CROSS TRAINER 9500HR
Q	STAIRMASTER	4000 PT
R	STAIRMASTER	4000 PT
S	STAIRMASTER	4000 PT
V		ROWING MACHINE
X	LIFE FITNESS	CHEST PRESS
Z	LIFE FITNESS	SEATED DIP

AA	LIFE FITNESS	LAT PULL DOWN
BB	LIFE FITNESS	SHOULDER PRESS
CC	LIFE FITNESS	LATERAL PRESS
DD	LIFE FITNESS	BICEPS CURL
EE	LIFE FITNESS	SEATED ROW
FF	LIFE FITNESS	SEATED LEG PRESS
GG	LIFE FITNESS	SEATED LEG CURL
HH	LIFE FITNESS	LEG EXTENSION
II	LIFE FITNESS	BACK EXTENSION
JJ	LIFE FITNESS	ABDOMINAL
KK	NAUTILUS	ABDUCTOR/ADDUCTOR
LL	ICARIAN	SMITH MACHINE
MM	ICARIAN	CHEST PRESS
NN	ICARIAN	INCLINE PRESS
OO	ICARIAN	CABLE CROSS OVER
PP	STAIRMASTER	GRAVITRON ORIGINAL
RR	SCHWINN	AIR DYNE
SS	SCHWINN	DX 900
UU		OLYMPIC BAR W/FLAT BENCH
VV		OLYMPIC BAR W/ADJUSTABLE BENCH
XX		ADJUSTABLE BENCH (x4)
YY		FLAT BENCH
ZZ		DUMBELL RACK

NOT SHOWN: TWO TELEVISIONS IN CARDIOVASCULAR ROOM
SIX TELEVISIONS IN FITNESS ROOM

COMMENT:
PROPOSED PLAN

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PROJECT NAME:
WATERGATE HEALTH CLUB

PROJECT NO.: 03015
ISSUED UNDER:
DRAWING REF.: B3
SCALE: 1"-20'-0"
DATE: 03.30.04
ASK# HC-02