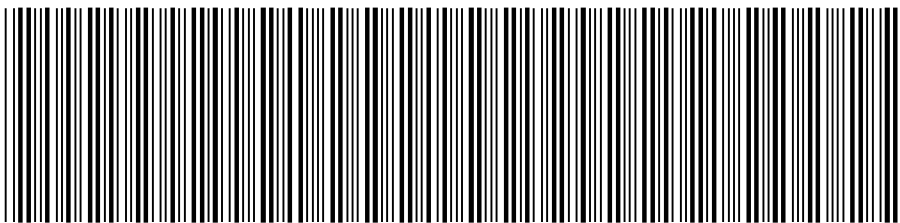


**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

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**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 10**

**Document ID: 2011080600090018**

Document Date: 07-26-2011

Preparation Date: 08-08-2011

Document Type: INITIAL UCC1

FIXTURE FILING

Document Page Count: 8

**PRESENTER:**

CHICAGO TITLE INSURANCE CO. (PICK-UP)  
711 THIRD AVE, 5TH FLOOR  
3111-00068  
NEW YORK, NY 10017  
212-880-1200  
chackoe@ctt.com

**RETURN TO:**

CHICAGO TITLE INSURANCE CO. (PICK-UP)  
CADWALADER, WICKERSHAM & TAFT LLP  
ONE WORLD FINANCIAL CENTER  
NEW YORK, NY 10281

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	835	41	Partial Lot	350 5 AVENUE
<b>Property Type: COMMERCIAL REAL ESTATE</b>				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or Document ID \_\_\_\_\_ or Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**DEBTOR:**

EMPIRE STATE LAND ASSOCIATES L.L.C.  
350 FIFTH AVENUE  
NEW YORK, NY 10118

**SECURED PARTY:**

HSBC BANK USA, NATIONAL ASSOCIATAION  
452 FIFTH AVENUE  
NEW YORK, NY 10018

x Additional Parties Listed on Continuation Page

**FEES AND TAXES**

<b>Mortgage</b>			<b>Filing Fee:</b>	
Mortgage Amount:	\$	0.00		\$ 0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:	
Exemption:				\$ 0.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$	0.00		\$ 0.00
Spec (Additional):	\$	0.00		
TASF:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
Additional MRT:	\$	0.00		
<b>TOTAL:</b>	<b>\$</b>	<b>0.00</b>		
Recording Fee:	\$	40.00		
Affidavit Fee:	\$	0.00		

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE  
CITY OF NEW YORK**

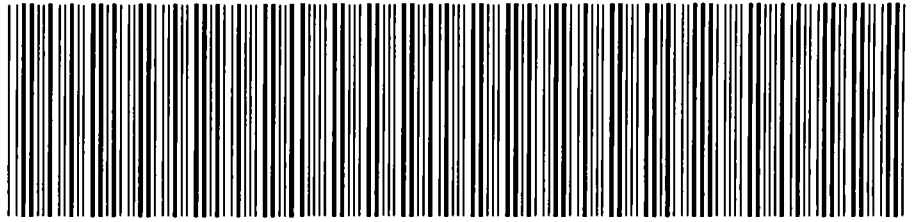
Recorded/Filed 08-09-2011 12:15  
City Register File No.(CRFN):  
**2011000279931**



*Annette McMill*

*City Register Official Signature*

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2011080600090018001C0D70

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 10

Document ID: 2011080600090018

Document Date: 07-26-2011

Preparation Date: 08-08-2011

Document Type: INITIAL UCC1

**PARTIES**

**DEBTOR:**

EMPIRE STATE BUILDING ASSOCIATES L.L.C.

350 FIFTH AVENUE

NEW YORK, NY 10118

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

---

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Steven Herman, Esq.  
 CADWALADER, WICKERSHAM & TAFT LLP  
 One World Financial Center  
 New York, New York 10281

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
 EMPIRE STATE LAND ASSOCIATES L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 c/o Malkin Holdings LLC, One Grand Central Place, 60 East 42nd Street New York NY 10165 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
 limited liability company New York  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME  
 EMPIRE STATE BUILDING ASSOCIATES L.L.C.

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 c/o Malkin Holdings LLC, One Grand Central Place, 60 East 42nd Street New York NY 10165 USA

2d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  
 limited liability company New York  NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
 HSBC Bank USA, National Association

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 452 Fifth Avenue New York NY 10018 USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

25012.233 to be filed in New York County NEW YORK 23488003

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME EMPIRE STATE LAND ASSOCIATES L.L.C.			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	
					<input type="checkbox"/> NONE

12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:  
See Exhibit B, attached to Exhibit A hereto

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.  
Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.  
 Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction — effective 30 years  
 Filed in connection with a Public-Finance Transaction — effective 30 years

## EXHIBIT A TO UCC FINANCING STATEMENT

### DESCRIPTION OF COLLATERAL

This financing statement covers the following property, rights, interests and estates now owned, or hereafter acquired by the Debtor (collectively, the "**Collateral**"):

(a). Land. The real property described in **Exhibit B** attached hereto and made a part hereof (the "**Fee Land**");

(b). Ground Lease/Sub-Lease. All of Debtor's estate, right, title and interest in and to the Ground Lease and the leasehold estate created thereby in the real property leased thereby, together with ESBA's leasehold interest as sublessor under the Sublease (the "**Leasehold Land**", and together with the Fee Land, collectively, the "**Land**"), together with all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land and together with all appurtenances including, but not limited to, (i) all of the estate, right and title of Debtor of, in and to the Land under and by virtue of the Ground Lease, (ii) all credits to and deposits of Debtor under the Ground Lease and all other options, privileges and rights granted and demised to Debtor under the Ground Lease, (iii) all of the estate and right of ESBA as sublessor of, in and to the Leasehold Land under and by virtue of the Sublease and (iv) all credits to and deposits of ESBA as sublessor under the Sublease and all other options, privileges and rights granted and demised to ESBA as lessor under the Sublease;

(c). Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(d). Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(e). Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(f). Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or

therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the “**Equipment**”). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under Leases except to the extent that Debtor shall have any right or interest therein;

(g). Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation (to the extent that as a result of construction such herein described materials are incorporated into Equipment comprising fixtures), all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor’s interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the “**Fixtures**”). Notwithstanding the foregoing, “Fixtures” shall not include any property which tenants are entitled to remove pursuant to Leases (as hereinafter defined) except to the extent that Debtor shall have any right or interest therein;

(h). Personal Property. Debtor’s right, title and interest in and to all furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the “**Personal Property**”), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code of the State of New York (the “**Uniform Commercial Code**”), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

(i). Leases and Rents. All Leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C.

§101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, all Rents and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(j). Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(k). Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(l). Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(m). Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

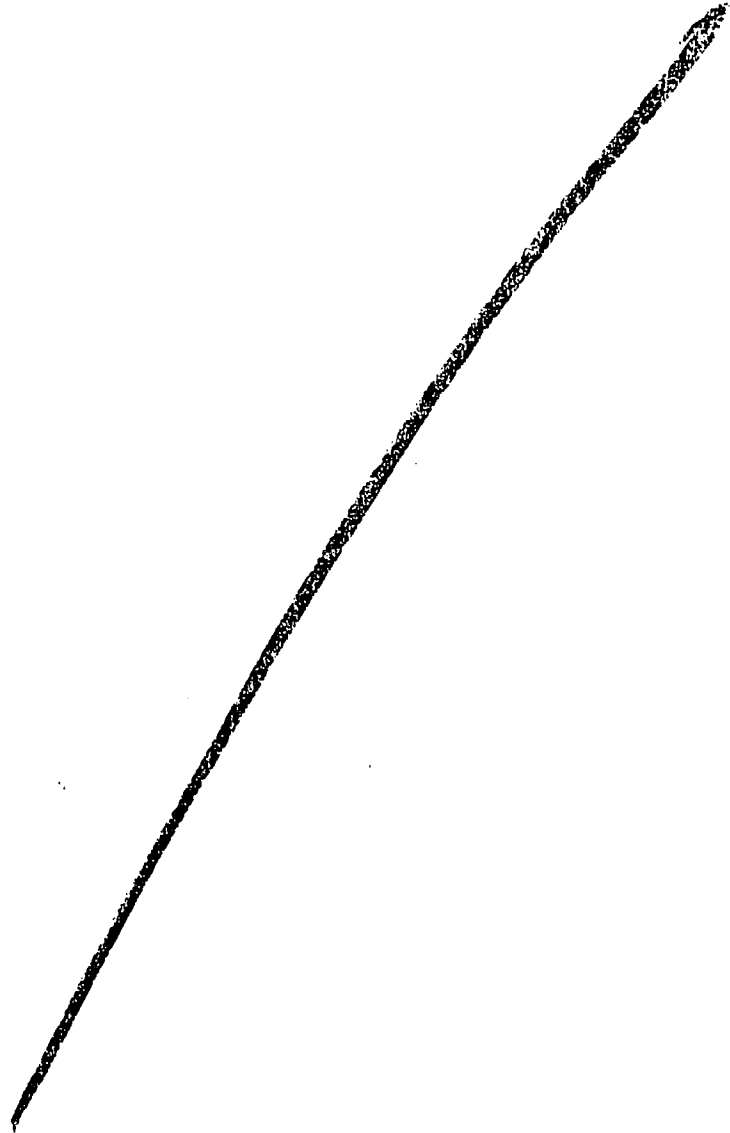
(n). Agreements. All agreements (including all management and franchise agreements), contracts, certificates, instruments, franchises, permits, licenses (including, without limitation, liquor licenses, if any), plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any Event of Default under the Loan Agreement, to receive and collect any sums payable to Debtor thereunder;

(o). Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property, if any;

(p). Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise; and

(q). Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (o) above.

Any term not defined herein shall have the meaning ascribed in that certain CONSOLIDATED, AMENDED AND RESTATED FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT dated as of July \_\_, 2011 (as same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Security Instrument**"), given by Debtors to Secured Party.





## **EXHIBIT B TO UCC FINANCING STATEMENT**

### **LEGAL DESCRIPTION**

#### **Land:**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of West 34th Street with the westerly side of Fifth Avenue;

THENCE Southerly along the westerly side of Fifth Avenue, 197 feet 6 inches to the northerly side of West 33rd Street;

THENCE Westerly along the northerly side of West 33rd Street, 500 feet;

THENCE Northerly and parallel with the westerly side of Fifth Avenue, 98 feet 9 inches to the middle line of the block;

THENCE Easterly and parallel with the northerly side of West 33rd Street, 75 feet;

THENCE again Northerly and parallel with the westerly side of Fifth Avenue and part of the distance through a party wall, 98 feet 9 inches to the southerly side of West 34th Street;

THENCE Easterly along the southerly side of West 34th Street, 425 feet to the corner aforesaid, the point or place of BEGINNING.

#### **Ground Lease:**

Lease agreement dated 12/21/1951 by and between THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as landlord and ALGLAN REALTY CORPORATION, ROSTEV REALTY CORPORATION and BENTOB REALTY CORPORATION, as tenants, recorded 12/21/1951 in Liber 4759 Cp. 534, which lease is affected by the following instruments:

a. Assignment of Lease from ALGLAN REALTY CORPORATION, ROSTEV REALTY CORPORATION and BENTOB REALTY CORPORATION to IMPERIUM CORPORATION, dated 12/21/1951 recorded 12/21/1951 in Liber 4759 Cp. 609;

b. Assumption of Lease dated 12/21/1951, made by IMPERIUM CORPORATION to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, which was recorded in the Recorder's Office on 12/21/1951 in Liber 4759 Cp. 605;

- c. Assignment of Ground Lease from EMPIRE STATE BUILDING CORPORATION (f/k/a IMPERIUM CORPORATION) to EMPIRE STATE BUILDING ASSOCIATES, dated 12/27/1961, recorded 12/27/1961 in Liber 5173 Cp. 41;
- d. Modification of Lease between THE PRUDENTIAL INSURANCE COMPANY OF AMERICA and EMPIRE STATE BUILDING ASSOCIATES, dated 12/27/1961, recorded 12/27/1961 in Liber 5173 Cp. 49;
- e. Assignment and Assumption of Lease from EMPIRE STATE BUILDING ASSOCIATES to CELERITAS REALTY CORP., dated 10/26/1964, recorded 10/28/1964 in Liber 5300 Cp. 334;
- f. Re-Assignment and Re-Assumption of Lease from CELERITAS REALTY CORP. to EMPIRE STATE BUILDING ASSOCIATES, dated 10/26/1964, recorded 11/6/1964 in Liber 5302 Cp. 125;
- g. Second Modification of Lease between THE PRUDENTIAL INSURANCE COMPANY OF AMERICA and EMPIRE STATE BUILDING ASSOCIATES, dated 2/15/1965, recorded 2/15/1965 in Liber 5314 Cp. 479;
- h. Assignment of Disbursement Right made by LAWRENCE A. WIEN, HARRY S. HELMSLEY, WICO TRADING CORPORATION and MARTIN WEINER REALTY CORPORATION, Joint Venturers associated under the name of EMPIRE STATE BUILDING COMPANY and EMPIRE STATE BUILDING ASSOCIATES to MORGAN GUARANTY TRUST COMPANY OF NEW YORK dated 2/15/1965, recorded 2/15/1965 in Liber 5315 Cp. 23;
- i. Agreement and Declaration by and between THE PRUDENTIAL INSURANCE COMPANY OF AMERICA and EMPIRE STATE BUILDING ASSOCIATES, dated 12/6/1965, recorded 12/10/1965 in Liber 5353 Cp. 260;
- j. Lessor's Assignment of lease made by THE PRUDENTIAL INSURANCE COMPANY to E.G. HOLDING CO. INC. dated 11/27/1991 and recorded 11/27/1991 in Reel 1828 Page 1978;
- k. Assignment and Assumption of Lease made by NS 1999 AMERICAN COMPANY, as nominee for The NS 1991 AMERICAN TRUST to TRUMP EMPIRE STATE PARTNERS dated 6/28/1994 and recorded 7/1/1994 in Reel 2111 Page 2039;
- l. Certificate of Conversion of EMPIRE STATE BUILDING ASSOCIATES to EMPIRE STATE BUILDING ASSOCIATES L.L.C. dated 9/30/2001 and filed on 10/1/2001 in the Office of the Department of State of the State of New York;
- m. The landlord's interest in said Lease was assigned by TRUMP EMPIRE STATE PARTNERS to EMPIRE STATE LAND ASSOCIATES L.L.C. by an unrecorded Assignment dated as of 4/17/2002.