**A BRIEF REJOINDER TO MALKIN HOLDINGS**

 The facts regarding “voluntary overrides” are straightforward. When, in 1991 and twice thereafter, Malkin Holding’s (“MH’s”) predecessor solicited participants on an individual and voluntary basis to give it a 10% **share** in a **distribution** of **“net proceeds”** from a **sale** or **financing**, or a condemnation, casualty award or **“similar”** event - an event specifically related to the Empire State Building - an event that immediately put “cash in our pockets” - it was neither understood nor contemplated - nor was it written - that anything remotely akin to the present multi-property consolidation, possibly could be covered by such consents.

 MH should have known - **must** have known - that the voluntary consents ceased to exist in the context of the project it was designing. Yet, unwilling to acknowledge this and convinced of its entitlement it has contrived an argument weightless as a feather, fanciful as a fairy tale - launching the phrase “capital transaction” (which served merely as a shorthand descriptive of particular events, **but not this event**) to embrace any conceivable transaction to which the term “capital” could be linked: a triumph of the creative imagination, a conjurer’s resort to illusion, but an affront to indelible facts and implacable realities: an argument presented in a “legal memorandum” that so fails fully to address the objection presented and is so unpersuasive as to be dismissed as preposterous. Unfortunately an unquenchable avarice has replaced sound judgement to the detriment of our interests.

 MH has been the sole architect of this consolidation. As all are aware, and as MH acknowledges, it did not inform us that it was undertaking this project. It chose, deliberately, to design it without our participation or the participation of representatives of our interests. Accordingly, it is unbecoming for MH to assume the posture of a victim of myself and others who raise a point of objection. The dissolution of the consents was wrought by MH itself. Its argument is reminiscent of the parable of the man convicted of murdering his parents who appeals to the court for leniency because he is an orphan.

 What prompted me to revisit and do a detailed analysis of the 1991 Voluntary Compensation Program and put my objection in writing to Peter Malkin, and to you, was a series of conversations with other participants all of whom agreed with my conclusions. While I have many objections to the MH consolidation I could not allow this particular objection to pass in silence. My objective: to seek fair treatment and accountability. The MH interpretation of the voluntary consents is most assuredly wrong. At the time I gave my consent I had practiced law with the Wien law firm for close to a quarter century; I was confident that I could read a letter and a document and understand what they meant; I fully understood the nature and limits of the consent I was giving. Now, twenty-two years later, I read the MH version of that consent and I am being told in effect that I lacked the intelligence to have understood what I had done. I find that, offensive.

 MH obviously believes that it is entitled to special compensation. It believes that you - some of you? ... most of you? - agree. If that is so - and that’s a personal decision for you to make - then the only proper course - and it’s a course not too late to follow - is an amendment removing “Overrides” from MH’s compensation in the Prospectus and a **re-solicitation** asking 10% ownership of the interests of investors in all entities in the present project on a truly **individual and voluntary** basis.

 If you share my opinion, withhold your consent or withdraw it if it already has been delivered, and give voice through your vote. Your voice, your vote, count. The Prospectus can and should be amended.

For your time and consideration I offer my thanks,

Robert A. Machleder