

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
383-3863	

**DRAWDOWN
BRIDGE H1**

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 TRUMP TOWER COMMERCIAL LLC					
OR					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 725 Fifth Avenue		CITY New York	STATE NY	POSTAL CODE 10022	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability co.	1f. JURISDICTION OF ORGANIZATION New York		1g. ORGANIZATIONAL ID #, if any ☐ 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					
OR					
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any ☐ 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 AXOS BANK					
OR					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 4350 La Jolla Village Dr., Suite 140		CITY San Diego	STATE CA	POSTAL CODE 92112	COUNTRY 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 Affidavit (if applicable)		7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) (Additional Fee)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA NY SOS (Trump - Loan)							

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

NYS-SOS

#2

FILING NUMBER: 202203010090601

EXHIBIT A

TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT

Debtor: TRUMP TOWER COMMERCIAL LLC

Secured Party: AXOS BANK

Item 4. Collateral: The following property of the Debtor constitutes the collateral encumbered by this financing statement:

(a) All rights under the Bylaws annexed to the Declaration of Trump Tower Condominium dated as of February 24, 1983 and recorded in the Office of the Register of the City of New York, County of New York on March 23, 1983 in Reel 674 Page 848 ("Condominium Declaration"), together with any amendments thereto, and all other equivalent documents together with all such modifications to such documents now or hereafter in effect, which affect the Commercial Unit, or the Common Elements (collectively, the "Condominium Documents");

(b) All awards or payments made for the taking of all or any portion of the Premises (as defined below) by eminent domain or any proceeding or purchase in lieu thereof, or any damage to any portion of said Premises that affects the Property;

(c) All "equipment" as such term is defined in Article 9 of the UCC (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Property or is located thereon or therein (including furniture, furnishings, objects of art, and other moveable personal property 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 or to contractors or subcontractors except to the extent that Debtor shall have any right or interest therein;

(d) All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the 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 all building or construction materials intended for construction, reconstruction, alteration or repair of or installation in 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 (temporary or permanently) the Property, including engines, devices for the operation of pumps, pipes, plumbing, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, 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");

(e) All present and future right, title and interest of Debtor in and to all agreements, obligations, rights and written materials (in each case whether existing now or in the future) now or in the future relating to or otherwise arising in connection with or derived from the Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of any part of the Property, including (to the extent any part of the Property) (i) all permits, approvals, quasi-governmental licenses, zoning rights or other governmental authorizations, (ii) all improvements, plans and specifications and architectural drawings, (iii) all agreements with contractors, subcontractors, suppliers, project managers, supervisors, designers, architects, engineers, sales agents, leasing agents, consultants and property managers, (iv) all warranties, guaranties, indemnities and insurance policies (whether or not required to be carried by the Secured Party pursuant to the terms hereof, together with insurance payments and unearned insurance premiums, (v) all claims, demands, awards, settlements and other payments arising or resulting from or otherwise related to any insurance (whether or not Secured Party is named as a loss payee of such insurance) or any loss or destruction of, injury or damage to, trespass on or taking, condemnation (or conveyance in lieu of condemnation) or public use of any of the Property, or for any other injury to or decrease in the value of the Property, (vi) all license agreements and service and maintenance agreements, together with advance payments, security deposits and other amounts paid to or deposited with Debtor under such agreements, and (vii) all supplements, modifications, amendments, renewals, extensions, proceeds, replacements and substitutions of or any of such property (collectively, the "Intangibles");

(f) All Leases, subleases or sub-subleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of, the Property, and every modification, amendment or other agreement relating to such Leases, subleases, sub-subleases, or other agreements entered into in connection with such Leases, subleases, sub-subleases, or other agreements and all security for and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, and 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 Loan;

(g) 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;

(h) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including proceeds of such included insurance and condemnation awards, into cash or liquidation claims;

(i) All trade names, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property, other than the name "Trump", whether alone or in combination with any other words or symbols (to the extent such rights exist), other than the rights of Debtor to own and operate the Property within the "Trump Tower Condominium" pursuant to the Condominium Documents;

(j) All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property (collectively, "Accounts"), together with all deposits or wire transfers made to the

Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof; and;

(k) all of Debtor's right, title, and interest in and to the Commercial Unit, Common Elements, declarant rights, sponsor rights, development rights, and any other rights relating to the Premises or the Improvements, whether now existing or subsequently arising, under any and all of the Condominium Documents, including condominium declarations, covenants, conditions, and restrictions, development agreements, or other agreements or declarations now existing or later executed relating to the Premises or Improvements, and all Laws now existing or later enacted relating to the Premises or Improvements, including those relating to condominiums, and all rights of Debtor in connection with any owner's association, condominium association, architectural control committee, or similar association or committee, including Debtor's rights and powers to elect, appoint, and remove officers and directors of any such associations or committees; and

(l) All Intangibles, Accounts, Equipment and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the UCC, whether tangible or intangible, other than Fixtures and any furniture, furnishings, artwork, and moveable personal property expressly excluded from the definition of "Equipment", which are now or hereafter owned by Debtor and which are located within or about, or related to, the Property, together with all accessories, replacements and substitutions thereto or therefore and the proceeds thereof (collectively, together with all of the Property described above that constitutes personal property, but subject to the exclusions set forth above with respect to the Equipment or Property, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be the subject of any security interests, as defined in the New York State Uniform Commercial Code, as amended or recodified from time to time (the "UCC"), superior in lien to the lien of the Mortgage and all proceeds and products of the above.

This financing statement is filed in connection with that certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of February 17, 2022 by Debtor in favor of Secured Party (the "**Mortgage**").

Except as defined below, capitalized terms used herein without definition shall have the meanings assigned to them in the Mortgage.

As used herein "**Premises**" means the real property described in Exhibit B attached hereto and made a part hereof.

EXHIBIT B
LEGAL DESCRIPTION

The Condominium Unit (the "Unit") known as the Commercial Unit in the premises known as Trump Tower Condominium and by the street number 721-725 Fifth Avenue Borough of Manhattan, City, County and State of New York, said Unit being designated and described as the Commercial Unit in the Declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "New York Condominium Act"), dated February 24, 1983, and recorded in the New York County Office of the Register of The City of New York (the "City Register's Office") on March 23, 1983 in Reel 674 Page 848, as amended by First Amendment to the Declaration of Trump Tower Condominium dated as of October 11, 1994 and recorded December 1, 1994 in Reel 2159 Page 333, as further amended by Second Amendment to the Declaration of Trump Tower Condominium dated as of April 4, 1997 and recorded June 11, 1997 in Reel 2465 Page 950, as further amended by Third Amendment to the Declaration of Trump Tower Condominium dated as of July 15, 1997 and recorded December 16, 1997 in Reel 2523 Page 880, as further amended by Fourth Amendment to the Declaration of Trump Tower Condominium dated as of August 30, 2000 and recorded March 19, 2001 in Reel 3254 Page 1209, as further amended by Fifth Amendment to the Declaration of Trump Tower Condominium dated as of June 1, 2003 and recorded June 30, 2003 as CRFN 2003000203071, as further amended by Sixth Amendment to the Declaration of Trump Tower Condominium dated as of August 19, 2003 and recorded September 18, 2003 as CRFN 2003000369076, as further amended by Seventh Amendment to the Declaration of Trump Tower Condominium dated as of January 12, 2004 and recorded April 27, 2004 as CRFN 2004000257231, as further amended by Eighth Amendment to the Declaration of Trump Tower Condominium dated as of January 12, 2004 and recorded May 4, 2004 as CRFN 2004000277096, as further amended by Ninth Amendment to the Declaration of Trump Tower Condominium dated as of March 31, 2005 and recorded May 26, 2005 as CRFN 2005000309119, as further amended by Tenth Amendment to the Declaration of Trump Tower Condominium dated as of November 29, 2005 and recorded April 19, 2006 as CRFN 2006000215713, as further amended by Eleventh Amendment to the Declaration of Trump Tower Condominium dated as of August 15, 2006 and recorded October 3, 2006 as CRFN 2006000555495, as further amended by Twelfth Amendment to the Declaration of Trump Tower Condominium dated as of August 15, 2006 and recorded November 1, 2006 as CRFN 2006000609602, as further amended by Thirteenth Amendment to the Declaration of Trump Tower Condominium dated as of July 24, 2007 and recorded December 19, 2007 as CRFN 2007000620213, as further amended by Fourteenth Amendment to the Declaration of Trump Tower Condominium dated as of March 19, 2008 and recorded November 24, 2008 as CRFN 2008000453989, as further amended by Fifteenth Amendment to the Declaration of Trump Tower Condominium dated as of July 25, 2008 and recorded December 4, 2008 as CRFN 2008000463978, as further amended by Sixteenth Amendment to the Declaration of Trump Tower Condominium dated as of December 5, 2008 and recorded February 19, 2009 as CRFN 2009000049562, as further amended by Seventeenth Amendment to the Declaration of Trump Tower Condominium dated as of December 16, 2009 and recorded February 10, 2010 as CRFN 2010000057727, as further amended by Eighteenth Amendment to the Declaration of Trump Tower Condominium dated as of April 11, 2010 and recorded May 27, 2010 as CRFN 2010000177583, as further amended by Nineteenth Amendment to the Declaration of Trump Tower Condominium dated as of May 5, 2010 and recorded June 17, 2010 as CRFN 2010000202528, as further amended by Twentieth Amendment to the Declaration of Trump Tower Condominium dated as of December 19, 2011 and recorded June 7, 2012 as CRFN 2012000222251, as further amended by Twenty-First Amendment to the Declaration of Trump Tower Condominium dated as of February 21, 2013, executed as of March 13, 2013 and recorded June 17, 2013 as CRFN 2013000238857, as further amended by Twenty-Second Amendment to the Declaration of Trump Tower Condominium dated as of August 27, 2013 and recorded September 23, 2013 as CRFN 2013000391353, as further amended by Twenty-Third Amendment to the Declaration of Trump Tower Condominium dated as of March 4, 2014 and recorded August 18, 2014 as CRFN 2014000274615, as further amended by Twenty-Fourth Amendment to the Declaration of Trump Tower Condominium dated as of March 12, 2015 and recorded June 9, 2015 as CRFN 2015000195326 (collectively, the "Declaration") and also designated as Tax Lot 1001 in Block 1292 of Section 5 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the floor plans of said building,

SMRH:4880-6173-1854.2

certified by Swanke Hayden Connell & Partners, Architects, on February 2, 1983, and filed in the City Register's Office on March 23, 1983, as Condominium Plan No. 86, as amended.

Together with an undivided 33.9736228% interest respectively in the Common Elements (as such term is defined in the Declaration)

The premises within which the Unit is located are more particularly described as follows:

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

BEGINNING at the corner formed by the intersection of the northerly side of East 56th Street with the easterly side of Fifth Avenue;

RUNNING THENCE easterly along the said northerly side of East 56th Street, 175 feet;

THENCE northerly and parallel with the easterly side of Fifth Avenue and part of the distance through a party wall, 100 feet 5 inches to the center line of the block;

THENCE westerly along said center line of the block, 50 feet;

THENCE northerly parallel with the easterly side of Fifth Avenue, 15 feet;

THENCE westerly and parallel with the northerly side of East 56th Street, 125 feet to the easterly side of Fifth Avenue; and

THENCE southerly along the easterly side of Fifth Avenue, 115 feet 5 inches to the point or place of BEGINNING.

TOGETHER WITH the benefits of the easements contained in the Easement Agreement between Leonard S. Kandell and Florence Kandell and The Trump-Equitable Fifth Avenue Company dated as of April 21, 1980, and recorded May 20, 1980 in Reel 524 page 1274, subject, however, to the limitations, constraints and burdens thereof.