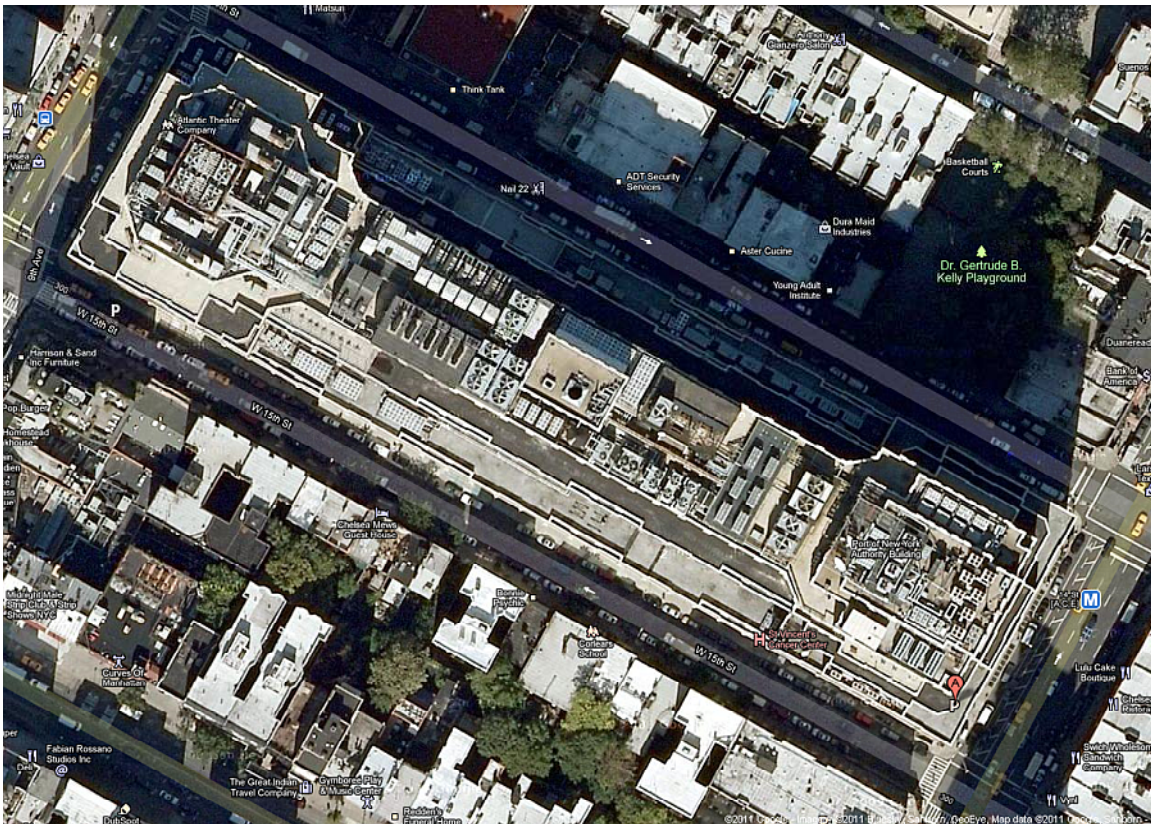


CRYPTOME

22 May 2011

Google, 111 8th Avenue, New York, NY



New York City Department of Finance Office of the City Register

[HELP](#)

[Click help for additional instructions]
Selecting a help option will open new window

Current Search Criteria:

Borough: MANHATTAN / NEW YORK

Block: 00739

Lot: 0001

Date Range: To Current Date

Document Class: All Document
Classes

Search Results By Parcel Identifier

Records 1 - 10 << [previous](#) [next](#) >>

Max Rows

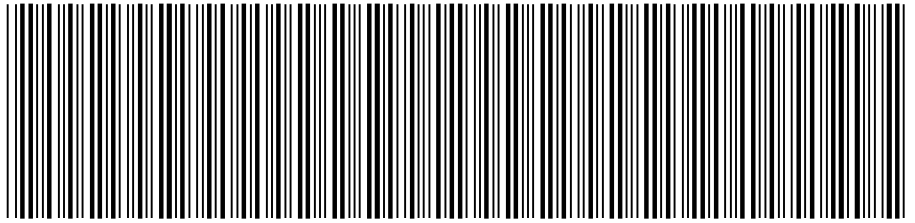
[\[Search Options\]](#) [\[New BBL Search\]](#) [\[Edit Current Search\]](#) [\[View Tax Map\]](#)

[\[Print Index\]](#)

View	Reel/Pg/File	CRFN	Lot	Partial	Recorded / Filed	Document Type	Pages	Party1	Party2	Party 3/ Other	More Party 1/2 Names	Corrected/ Remarks	Doc Amount
DET IMG		2011000035672	1	PARTIAL LOT	1/31/2011 12:32:59 PM	UCC3 AMENDMENT	3	ONE CITY BLOCK LLC	BANK OF AMERICA, N.A.				0
DET IMG		2011000035671	1	PARTIAL LOT	1/31/2011 12:32:58 PM	UCC3 ASSIGNMENT	3	111 CHELSEA COMMERCE LP	BANK OF AMERICA, NATIONAL ASSOCIATION	✓	✓		0
DET IMG		2011000001396	1	ENTIRE LOT	1/3/2011 4:49:26 PM	TERMINATION OF ASSIGN OF L&R	4	BANK OF AMERICA, NATIONAL ASSOCIATION			✓		0
DET IMG		2010000430884	1	ENTIRE LOT	12/23/2010 2:10:18 PM	AGREEMENT	17	BANK OF AMERICA, N.A.	ONE CITY BLOCK LLC				467,947,418
DET IMG		2010000430883	1	ENTIRE LOT	12/23/2010 2:10:17 PM	ASSIGNMENT, MORTGAGE	18	BANK OF AMERICA, NATIONAL ASSOCIATION	BANK OF AMERICA, N.A.		✓		0
DET IMG		2010000430882	1	ENTIRE LOT	12/23/2010 2:10:16 PM	DEED	6	111 CHELSEA COMMERCE LP	ONE CITY BLOCK LLC				1,770,000,000
DET IMG		2009000329495	1	ENTIRE LOT	10/9/2009 10:29:51 AM	AGREEMENT	20	NYCDOT DIV. OF FRANCHISES, CONCESSIONS & CONSENTS	SPRINT COMMUNICATIONS COMPANY L.P.				0

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

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2010122000841001001E6A25

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 6

Document ID: 2010122000841001

Document Date: 12-22-2010

Preparation Date: 12-22-2010

Document Type: DEED

Document Page Count: 5

PRESENTER:

FIRST AMERICAN TITLE INSURANCE- PICK UP
GSULLIVAN
633 THIRD AVENUE
3008-326938 (JG)
NEW YORK, NY 10017
212-850-0670

RETURN TO:

FRIED FRANK HARRIS SHRIVER & JACOBSON LLP
ONE NEW YORK PLAZA
FIRST AMERICAN TITLE INSURANCE- PICK UP
GSULLIVAN
NEW YORK, NY 10004

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	739	1	Entire Lot	111 EIGHTH AVENUE
Property Type: OFFICE BUILDING				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

111 CHELSEA COMMERCE LP
C/O TACONIC INVESTMENT PARTNERS, LLC, 111
EIGHTH AVENUE, SUITE 1500
NEW YORK, NY 10011

GRANTEE/BUYER:

ONE CITY BLOCK LLC
C/O GOOGLE, INC., 1600 AMPHITHEATRE
PARKWAY
MOUNTAIN VIEW, CA 94043

FEES AND TAXES

Mortgage		Filing Fee:	
Mortgage Amount:	\$	0.00	\$ 250.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:
Exemption:			\$ 46,462,500.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:
City (Additional):	\$	0.00	\$ 7,080,000.00
Spec (Additional):	\$	0.00	
TASF:	\$	0.00	
MTA:	\$	0.00	
NYCTA:	\$	0.00	
Additional MRT:	\$	0.00	
TOTAL:	\$	0.00	
Recording Fee:	\$	62.00	
Affidavit Fee:	\$	0.00	



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

Recorded/Filed 12-23-2010 14:10

City Register File No.(CRFN):

2010000430882

Annette McMill

City Register Official Signature

**BARGAIN AND SALE DEED WITHOUT
COVENANT AGAINST GRANTOR'S ACTS**

THIS INDENTURE, dated as of December 22, 2010, between 111 CHELSEA COMMERCE LP, a Delaware limited partnership, having an office c/o Taconic Investment Partners, LLC, 111 Eighth Avenue, Suite 1500, New York, New York 10011 ("**Grantor**"), and ONE CITY BLOCK LLC, a Delaware limited liability company, having an office at c/o Google, Inc., 1600 Amphitheatre Parkway, Mountain View, California 94043 ("**Grantee**").

WITNESSETH, that Grantor in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant and release and assign forever unto Grantee, and the heirs or successors and assigns of Grantee, all those certain plots, pieces or parcels of land commonly known as 111 Eighth Avenue, and located in the City of New York, County of New York and State of New York, as more particularly bounded and described in **Exhibit A** attached hereto and made a part hereof (the "**Land**");

TOGETHER with the building(s) now located or hereafter erected on the Land (the "**Building**") and any and all other fixtures and improvements now located or hereafter erected on the Land (the Building and such other fixtures and improvements being hereinafter collectively referred to as the "**Improvements**");

TOGETHER with all right, title and interest, if any, of Grantor in and to the land lying in the bed of any street, highway, road or avenue, opened or proposed, public or private, in front of or adjoining the Land, to the center line thereof, any rights of way, appendages, appurtenances, easements, sidewalks, alleys, gores or strips of land adjoining or appurtenant to the Land and used in conjunction therewith, any development rights appurtenant to the Land and any award or payment made or to be made in lieu of any of the foregoing or any portion thereof and any unpaid award for damage to the Land or any of the Improvements by reason of change of grade or closing of any street, road or avenue, (the foregoing rights, together with the Land and the Improvements being hereinafter referred to, collectively, as the "**Premises**");

TO HAVE AND TO HOLD the Premises herein granted, or mentioned and intended so to be, unto Grantee, and the heirs, successors and assigns of Grantee, forever.

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of improvements and will apply the same first to the payment of the cost of improvements before using any part of the total of the same or any other purpose.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has duly executed this deed the day and year first above written.

GRANTOR:

111 CHELSEA COMMERCE LP, a
Delaware limited partnership

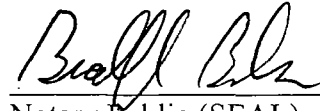
By: Taconic GP Chelsea Holdings LLC, a
Delaware limited liability company, sole
general partner

By:  _____
Name: Paul Pariser
Title: Co-President

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 15th day of December in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Pariser, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public (SEAL)

BRADFORD BEHRINS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01BE6088734
QUALIFIED IN RICHMOND COUNTY
COMMISSION EXPIRES MARCH 17, 2011

SEAL

EXHIBIT A

Legal Description

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 West 15th Street with the westerly side of 8th Avenue;

RUNNING THENCE westerly along the northerly side of West 15th Street 800 feet to the easterly side of 9th Avenue;

THENCE northerly along the easterly side of 9th Avenue 206 feet 6 inches to the southerly side of West 16th Street;

THENCE easterly along the southerly side of West 16th Street, 800 feet to the westerly side of 8th Avenue;

THENCE southerly along the westerly side of 8th Avenue, 206 feet 6 inches to the northerly side of West 15th Street the point or place of BEGINNING.

BARGAIN AND SALE DEED
WITHOUT COVENANT AGAINST GRANTOR'S ACTS

111 CHELSEA COMMERCE LP

TO

ONE CITY BLOCK LLC

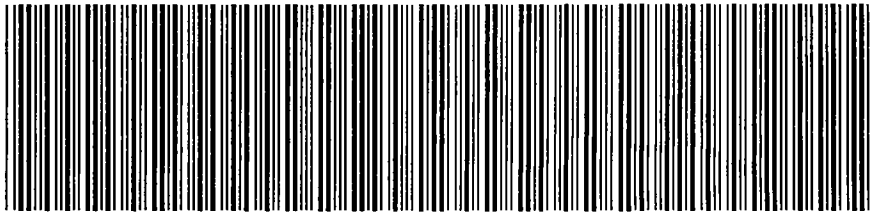
Block: 739
Lot: 1
County: New York
Address: 111 Eighth Avenue

RECORD AND RETURN TO:

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
Attention: Robert J. Sorin, Esq.

First American Title Insurance Company of New York
633 Third Avenue
New York, New York 10017
T - (212) 922-9700
F - (212) 922-0881

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



2010122000841001001SA4A4

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2010122000841001

Document Date: 12-22-2010

Preparation Date: 12-22-2010

Document Type: DEED

ASSOCIATED TAX FORM ID: 2010120700408

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING

2

RP - 5217 REAL PROPERTY TRANSFER REPORT

4

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year

C3. Book OR C4. Page

C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 111 EIGHTH AVENUE MANHATTAN 10011
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name ONE CITY BLOCK LLC
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY

FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) TACONIC MANAGEMENT COMPANY LLC
 LAST NAME / COMPANY FIRST NAME

111 EIGHTH AVENUE, SUITE 1500NEW YORKNY10011

STREET NUMBER AND STREET NAME

CITY OR TOWN

STATE

ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐7. New Construction on Vacant Land ☐

5. Deed Property Size FRONT FEET ☒ DEPTH OR ACRES

8. Seller Name 111 CHELSEA COMMERCE LP
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY

FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☒ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 12 / 2 / 2010
 Month Day Year

11. Date of Sale / Transfer 12 / 22 / 2010
 Month Day Year

12. Full Sale Price \$ 1,770,000.00

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type **not** Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class O, 9 16. Total Assessed Value (of all parcels in transfer) 2,398,500.00

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

MANHATTAN 739 1

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

ONE CITY BLOCK LLCSee attached signature page

BUYER SIGNATURE

DATE

12/22/10C/O GOOGLE INC., 1600 AMPHITHEATRE PARKWAY

STREET NUMBER

STREET NAME (AFTER SALE)

MOUNTAIN VIEWCA94043

CITY OR TOWN

STATE

ZIP CODE

BUYER'S ATTORNEY

LAST NAME

FIRST NAME

212859-8000

AREA CODE

TELEPHONE NUMBER

SELLER

111 Chelsea Commerce LPSee attached signature page

SELLER SIGNATURE

DATE

12/22/10
wade a part hereof

2010120700408201

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER**BUYER'S ATTORNEY**


BUYER SIGNATURE C/O GOOGLE INC., 1600 AMPHITHEATRE PARKWAY		DATE		LAST NAME 212		FIRST NAME 859-8000	
STREET NUMBER MOUNTAIN VIEW		STREET NAME (AFTER SALE)		AREA CODE 212		TELEPHONE NUMBER 859-8000	
CITY OR TOWN		STATE CA		ZIP CODE 94043		SELLER	
SELLER SIGNATURE				DATE			

**SIGNATURE RIDER TO NEW YORK CITY
REAL PROPERTY TRANSFER REPORT (RP-5217NYC)**

SELLER'S SIGNATURE:

111 CHELSEA COMMERCE LP,
a Delaware limited partnership

By: Taconic GP Chelsea Holdings LLC,
a Delaware limited liability company,
sole general partner

By:  _____
Name: Paul Pariser
Title: Co-President

SELLER'S ADDRESS:

c/o Taconic Investment Partners, LLC
111 Eighth Avenue, Suite 1500
New York, NY 10011

SELLER'S ATTORNEY:

Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166

Howard R. Shapiro, Esq.

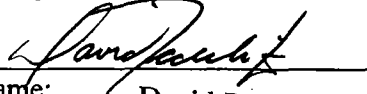
Telephone Number:
212-801-9200

**SIGNATURE RIDER TO NEW YORK CITY
REAL PROPERTY TRANSFER REPORT (RP-5217NYC)**

BUYER'S SIGNATURE:

ONE CITY BLOCK LLC,
a Delaware limited liability company

By: Google Inc., its sole member

By: 
Name: David Radcliffe
Title: VP. Real Estate

BUYER'S ADDRESS:

c/o Google Inc.
1600 Ampitheatre Parkway
Mountain View, CA 94043

BUYER'S ATTORNEY:

Fried, Frank, Harris, Shriver &
Jacobson LLP
One New York Plaza
New York, NY 10004

Robert J. Sorin, Esq.

Telephone Number:
212-859-8000





The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: MANHATTAN BLOCK: 739 LOT: 1
- (2) Property Address: 111 EIGHTH AVENUE, NEW YORK, NY 10011
- (3) Owner's Name: ONE CITY BLOCK LLC
- Additional Name:

Affirmation:



You have visited DOF's Mailing Address Update website and indicated that your water & sewer bill should be sent to the mailing address provided on that site. If no information was entered your water & sewer bill be sent to the property address.

Customer Billing Information:

Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner: ONE CITY BLOCK LLC

Signature: See attached signature page Date (mm/dd/yyyy) 12/22/2010

Name and Title of Person Signing for Owner, if applicable:

ONE CITY BLOCK LLC,
a Delaware limited liability company

By: Google Inc., a Delaware corporation,
its sole member

By: _____

Name:

Title:

David Radcliffe
VP. Real Estate



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

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2010122000841002002E9A61

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 18

Document ID: 2010122000841002

Document Date: 12-22-2010

Preparation Date: 12-22-2010

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 16

PRESENTER:

FIRST AMERICAN TITLE INSURANCE- PICK UP
GSULLIVAN
633 THIRD AVENUE
3008-326938 (JG)
NEW YORK, NY 10017
212-850-0670

RETURN TO:

KILPATRICK STOCKTON LLP
1100 PEACHTREE STREET, SUITE 2800
FIRST AMERICAN TITLE INSURANCE- PICK UP
GSULLIVAN
ATLANTA, GA 30309

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	739	1	Entire Lot	111 8TH AVENUE
Property Type: OFFICE BUILDING				

CROSS REFERENCE DATA

MANHATTAN **Year:** 1998 **Reel:** 2623 **Page:** 2094
x Additional Cross References on Continuation Page

PARTIES

ASSIGNOR/OLD LENDER:

BANK OF AMERICA, NATIONAL ASSOCIATION
C/O WELLS FARGO BANK, NATIONAL
ASSOCIATION, 550 S. TRYON STREET, 12TH FLOOR
CHARLOTTE, NC 28202

x Additional Parties Listed on Continuation Page

ASSIGNEE/NEW LENDER:

BANK OF AMERICA, N.A.
315 MONTGOMERY STREET, 13TH FLOOR, MAIL
CODE CA5-704-13-11
SAN FRANCISCO, CA 94104-1866

FEES AND TAXES

Mortgage

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 135.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

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

Recorded/Filed 12-23-2010 14:10

City Register File No.(CRFN):

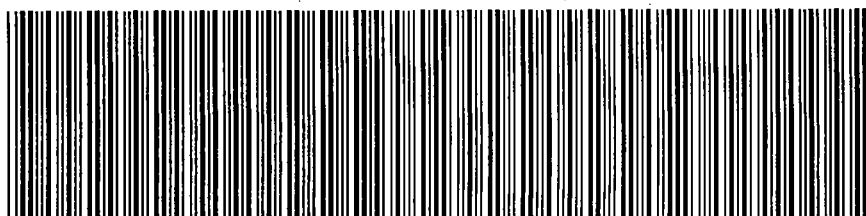
2010000430883



Annette McMill

City Register Official Signature

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



2010122000841002002C98E1

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 18

Document ID: 2010122000841002

Document Date: 12-22-2010

Preparation Date: 12-22-2010

Document Type: ASSIGNMENT, MORTGAGE

CROSS REFERENCE DATA

MANHATTAN **Year:** 1998 **Reel:** 2754 **Page:** 1403

MANHATTAN **Year:** 1999 **Reel:** 2925 **Page:** 203

MANHATTAN **Year:** 1999 **Reel:** 2980 **Page:** 889

MANHATTAN **Year:** 1999 **Reel:** 2925 **Page:** 239

MANHATTAN **Year:** 2001 **Reel:** 3253 **Page:** 1985

CRFN: 2004000147550

PARTIES

ASSIGNOR/OLD LENDER:

LASALLE BANK NATIONAL ASSOCIATION, AS
TRUSTEE

C/O WELLS FARGO BANK, NATIONAL
ASSOCIATION, 550 S. TRYON STREET, 12TH FLOOR
CHARLOTTE, NC 28202

3008 - 326938

ASSIGNMENT OF MORTGAGE AND NOTES

Dated: *as of* December 22, 2010

Property Location: 111 8th Avenue
New York, New York

Section: 3
Block: 739
Lot: 1
County: New York

RECORD AND RETURN TO:

Kilpatrick Stockton LLP
1100 Peachtree Street, Suite 2800
Atlanta, GA 30309
Attention: Real Estate Finance & Capital Markets; Matter # 398351

First American Title Insurance Company of New York
633 Third Avenue
New York, New York 10017
T - (212) 922-9700
F - (212) 922-0881

ASSIGNMENT OF MORTGAGE AND NOTES

In consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank of America, National Association, successor-by-merger to LaSalle Bank National Association, as Trustee under that certain Pooling and Servicing Agreement dated as of May 13, 2004 (the "***Pooling and Servicing Agreement***"), for the registered holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2004-GG1, Commercial Mortgage Pass-Through Certificates, Series 2004-GG1, having an address at c/o Wells Fargo Bank, National Association, successor-by-merger to Wachovia Bank, National Association, MAC D1086-120, 550 S. Tryon Street, 12th Floor, Charlotte, North Carolina 28202 ("***Assignor***"), does hereby grant, bargain, sell, convey, assign, transfer and set over unto Bank of America, N.A., having an address at Commercial Banking, 315 Montgomery Street, 13th Floor, Mail Code CA5-704-13-11, San Francisco, CA 94104-1866, Attention: Ronald Drobny, Senior Vice President ("***Assignee***"), all of the right, title and interest of Assignor in and to:

1. Those certain instruments described on the mortgage schedule annexed hereto as **Schedule A** (the "***Security Instrument***") and covering the premises as more particularly described in **Exhibit A** attached hereto and made a part hereof; and
2. The bond(s), note(s) and/or obligation(s) secured by the Security Instrument (the "***Note***"), the moneys due and to grow due thereon, with interest as specified therein, and all rights accrued or to accrue under the Security Instrument (together with the Security Instrument, the "***Assigned Rights***").

This Assignment of Mortgage and Note (this "***Assignment***") is made without representation, recourse or warranty by Assignor, except that Assignor hereby represents and warrants to Assignee as follows:

(a) The Assignor has not executed any prior or superior assignment, pledge or conveyance of any of the Assigned Rights in favor of any party other than the Assignee.

(b) The Assignor is the owner and holder of the indebtedness evidenced by the Note and secured by the Security Instrument, and Assignor has all requisite power and authority to enter into and perform its obligations under this Assignment.

(c) Wells Fargo Bank, National Association, successor-by-merger to Wachovia Bank, National Association, is duly authorized to execute and deliver the assignment as Master Servicer on behalf of Assignor pursuant to that certain Pooling and Servicing Agreement dated May 13, 2004 (as amended and/or assigned from time to time).

(d) The execution and delivery of this Assignment and the performance of Assignor's obligations hereunder, have been duly authorized by all necessary and appropriate action of Assignor.

(e) The aggregate outstanding principal balance under the Note, on the date hereof, is \$467,947,417.80 and there are no additional funds available to be advanced to Maker thereunder.

111 Chelsea Commerce LP
Loan Number: 309999197
Assignment of Mortgage and Note

(f) Assignor hereby states, upon knowledge, that Assignee is not acting as a nominee of the mortgagor under the Security Instrument and that the Security Instrument continues to secure a bona fide obligation.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the Assignor has duly executed, acknowledged and delivered this Assignment.

Dated as of the date first above written.

Bank of America, National Association, successor-by-merger to LaSalle Bank National Association, as Trustee for the registered holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2004-GG1, Commercial Mortgage Pass-Through Certificates, Series 2004-GG1

By: Wells Fargo Bank, National Association, successor-by-merger to Wachovia Bank, National Association, as Master Servicer pursuant to the Pooling and Servicing Agreement

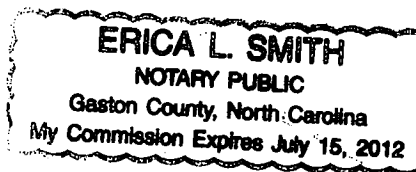
By: Amanda Perkins
Name: Amanda Perkins
Title: Assistant Vice President

STATE OF NORTH CAROLINA)
) ss.:
COUNTY OF MECKLENBURG)

On the 1 day of December in the year 2010, before me, the undersigned, personally appeared Amanda Perkins, as Assistant Vice President of Wells Fargo Bank, National Association, successor-by-merger to Wachovia Bank, National Association, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the Charlotte.

(Insert the city or other political subdivision and the state or county or other place the acknowledgement was taken)

Erica L. Smith
Notary Public



SCHEDULE A

Security Instrument Schedule

MORTGAGE 'A'

MORTGAGE made by DOWNTOWN/MIDTOWN PROPERTIES, LLC. to GOLDMAN SACHS MORTGAGE COMPANY in the amount of \$218,000,000.00 dated as of 1/4/1998, recorded 7/15/1998 in Reel 2623 page 2094. (Mortgage Tax Paid: \$5,995,000.00)

FOR CONSOLIDATION SEE MORTGAGE 'B'

MORTGAGE 'B'

MORTGAGE made by DOWNTOWN/MIDTOWN PROPERTIES, LLC. to GOLDMAN SACHS MORTGAGE COMPANY in the amount of \$104,000,000.00 dated as of 1/14/1998, recorded 11/18/1998 in Reel 2754 page 1403. (Mortgage Tax Paid: \$2,860,000.00)

CONSOLIDATION AND MODIFICATION AGREEMENT made by and between GOLDMAN SACHS MORTGAGE COMPANY and DOWNTOWN/MIDTOWN PROPERTIES, LLC. dated as of 1/14/1998, recorded 11/18/1998 in Reel 2754 page 1436. Consolidates Mortgages 'A' and 'B' to form a single lien in the amount of \$322,000,000.00.

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT made by GOLDMAN SACHS MORTGAGE COMPANY to LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I dated as of 5/28/1998, recorded 8/3/1999 in Reel 2925 page 121. Assigns Mortgages 'A' and 'B', as consolidated.

UNRECORDED ASSUMPTION AGREEMENT AND CONSENT made by and among DOWNTOWN/MIDTOWN PROPERTIES, LLC., 111 EIGHTH AVENUE LLC., 100 WILLIAM LLC., 95 WALL LLC., 99 WALL LLC. and LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I, as evidenced in Note and Mortgage Modification and Severance Agreement dated as of 7/9/1999, recorded 8/3/1999, in Reel 2925 page 152. Modifies Mortgages 'A' and 'B', as consolidated.

NOTE AND MORTGAGE MODIFICATION AND SEVERANCE AGREEMENT made by and between DOWNTOWN/MIDTOWN PROPERTIES, LLC., 111 EIGHTH AVENUE LLC., 100 WILLIAM LLC., 95 WALL LLC., 99 WALL LLC. and LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998- GSFL I dated as of 7/9/1999, recorded 8/3/1999, in Reel 2925 page 152. Modifies and Severs Mortgages 'A' and 'B', as consolidated, into two separate liens: (i) A mortgage in the amount of \$118,364,430.00 evidenced by Mortgages 'A' and 'B', as consolidated and modified. (Said mortgage was released from the subject premises by Partial

Release of Mortgaged Premises dated 7/9/1999 recorded 8/3/1999 in Reel 2925 page 182). (ii) A mortgage in the amount of \$203,635,570.00 (See Mortgage 'C', herein)

MORTGAGE 'C'

MORTGAGE made by DOWNTOWN/MIDTOWN PROPERTIES, LLC., 111 EIGHTH AVENUE LLC., 100 WILLIAM LLC., 95 WALL LLC., 99 WALL LLC. to LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I in the amount of \$203,635,570.00 dated as of 7/9/1999, recorded 8/3/1999 in Reel 2925 page 203. (Mortgage Tax Paid: \$0.00)

*** THIS MORTGAGE SUBSTITUTES FOR AND PARTIALLY REPLACES MORTGAGES 'A' AND 'B' IN THE MORTGAGE SCHEDULE PURSUANT TO NOTE AND MORTGAGE MODIFICATION AND SEVERANCE AGREEMENT RECORDED IN REEL 2925 PAGE 152.**

CORRECTION SEVERED MORTGAGE made by and among DOWNTOWN/MIDTOWN PROPERTIES, LLC., 111 EIGHTH AVENUE LLC., 100 WILLIAM LLC., 95 WALL LLC., 99 WALL LLC. and LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I dated as of 7/9/1999, recorded 10/27/1999, in Reel 2980 page 889. Corrects Mortgage 'C', so that the same indexed against the subject premises and Block 33 Lots 11 and 22 and Block 68 Lot 36, other premises not made a part hereof.

PARTIAL RELEASE OF MORTGAGE made by LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I and dated as of 7/9/1999, recorded 8/3/1999, in Reel 2925 page 173. Releases Mortgage 'C' from Block 33 Lots 11 and 22 and Block 68 Lot 36, other premises not made a part hereof.

ASSIGNMENT OF MORTGAGE made by LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I to 118 8TH FUNDING COMPANY dated as of 7/9/1999, recorded 8/3/1999 in Reel 2925 page 230. Assigns Mortgage 'C'.

FOR CONSOLIDATION SEE MORTGAGE 'D'

MORTGAGE 'D'

MORTGAGE made by 111 CHELSEA LLC. to 111 8TH FUNDING COMPANY in the amount of \$21,364,430.00 dated as of 7/9/1999, recorded 8/3/1999 in Reel 2925 page 239. (Mortgage Tax Paid: \$587,521.00)

CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT made by and between 111 CHELSEA LLC. and 111 8TH FUNDING COMPANY dated as of 7/9/1999, recorded 8/3/1999 in Reel 2925 page 247. Consolidates Mortgages 'C' and 'D' to form a single lien in the amount of \$225,000,000.00.

FOR FURTHER CONSOLIDATION SEE MORTGAGE 'E'

MORTGAGE 'E'

MORTGAGE made by 111 CHELSEA LLC. to 111 8TH FUNDING COMPANY in the amount of \$10,000,000.00 dated as of 12/7/2000, recorded 3/16/2001 in Reel 3253 page 1985. (Mortgage Tax Paid: \$275,000.00)

CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT made by and between 111 CHELSEA LLC. and 111 8TH FUNDING COMPANY dated as of 12/7/2000, recorded 3/16/2001 in Reel 3253 page 1993. Consolidates Mortgages 'C', 'D' and 'E' to form a single lien in the amount of \$235,000,000.00.

ASSIGNMENT OF MORTGAGE made by 111 8TH FUNDING COMPANY to GREENWICH CAPITAL FINANCIAL PRODUCTS INC. dated 3/4/2004, recorded 3/11/2004 as CRFN 2004000147549. Assigns Mortgages 'C', 'D' and 'E', as consolidated.

FOR FURTHER CONSOLIDATION SEE MORTGAGE 'F'

MORTGAGE 'F'

MORTGAGE made by 111 CHELSEA COMMERCE LP, SUCCESSOR BY CONVERSION TO 111 CHELSEA LLC. to GREENWICH CAPITAL FINANCIAL PRODUCTS INC. in the amount of \$275,513,953.00 dated 3/4/2004, recorded 3/11/2004 as CRFN 2004000147550. (Mortgage Tax Paid: \$7,576,635.00)

AMENDED, RESTATED AND CONSOLIDATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT made by and between 111 CHELSEA COMMERCE LP and GREENWICH CAPITAL FINANCIAL PRODUCTS INC. dated as of 3/4/2004, recorded 3/11/2004 as CRFN 2004000147551. Consolidates Mortgages 'C', 'D', 'E' and 'F' to form a single lien in the amount of \$500,000,000.00.

ASSIGNMENT OF MORTGAGE made by GREENWICH CAPITAL FINANCIAL PRODUCTS INC. to LASALLE BANK, N.A., IN ITS CAPACITY AS TRUSTEE FOR THE REGISTERED HOLDERS OF GREENWICH CAPITAL COMMERCIAL FUNDING CORP., COMMERCIAL MORTGAGE TRUST 2004-GGI, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004- GGI dated 5/7/2004, recorded 5/3/2006 as CRFN 2006000244505. Assigns Mortgages 'C', 'D', 'E' and 'F', as consolidated.

EXHIBIT A

Legal Description

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING THE 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 WEST 15TH STREET AND THE WESTERLY SIDE OF EIGHTH AVENUE; RUNNING THENCE WESTERLY ALONG THE NORTHERLY SIDE OF WEST 15TH STREET, 800 FEET TO THE EASTERLY SIDE OF NINTH AVENUE; THENCE NORTHERLY ALONG THE EASTERLY SIDE OF NINTH AVENUE, 206 FEET 6 INCHES TO THE SOUTHERLY SIDE OF WEST 16TH STREET; THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF WEST 16TH STREET, 800 FEET TO THE WESTERLY SIDE OF EIGHTH AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF EIGHTH AVENUE, 206 FEET 6 INCHES TO THE NORTHERLY SIDE OF WEST 15TH STREET, THE POINT OR PLACE OF BEGINNING.

SECTION 275 AFFIDAVIT

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

David Radcliffe, being duly sworn, solely in his capacity as the Vice President, Real Estate of Google Inc., a Delaware corporation, which is the sole member of One City Block LLC, a Delaware limited liability company ("Mortgagor") and not individually, deposes and says that:

1. Deponent is the Vice President, Real Estate of Google Inc., a Delaware corporation, which is the sole member of the Mortgagor, having an office c/o Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043 and has knowledge of the facts concerning this transaction;

2. Bank of America, National Association, successor-by-merger to LaSalle Bank National Association, as Trustee under that certain Pooling and Servicing Agreement dated as of May 13, 2004, for the registered holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2004-GG1, Commercial Mortgage Pass-Through Certificates, Series 2004-GG1 (the "Assignor") is assigning to Bank of America, N.A. ("Assignee"), the existing mortgages described on Schedule A attached hereto (collectively, the "Mortgages"), which mortgage covers the premises described in the Mortgages and incorporated herein by reference, together with all structures or buildings now or hereafter located thereon ;

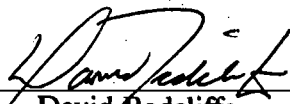
3. Assignee is not acting as a nominee of Mortgagor; and

4. The Mortgages continue to secure a bona fide obligation of Mortgagor.

5. The undersigned makes this affidavit on behalf of Mortgagor to induce Assignee to accept the assignment of the Mortgages from Assignor.

6. Deponent makes this affidavit pursuant to Section 275 of the Real Property Law of the State of New York.

[NO FURTHER TEXT ON THIS PAGE]


Name: David Radcliffe, as
VP. Real Estate of Google Inc., a Delaware
corporation, as the sole member of One City Block
LLC, a Delaware limited liability company

Sworn to before me this
____ day of December, 2010



Notary Public

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this

14th day of December, 2010, by
Date Month Year
(1) David Radcliffe
Name of Signer

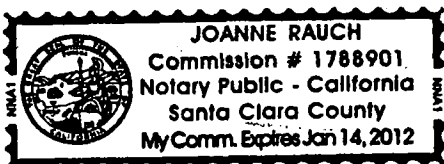
proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Signature Joanne Rauch
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove
valuable to persons relying on the document and could prevent
fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: 275 Affidavit

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT
OF SIGNER #1

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER #2

Top of thumb here

SCHEDULE A

EXISTING MORTGAGE

Amended, Restated and Consolidated Mortgage, Assignment of Leases and Rents and Security Agreement made by and between 111 Chelsea Commerce LP and Greenwich Capital Financial Products Inc. dated as of 3/11/2004 and recorded 3/11/2004 as CRFN 2004000147551, which mortgage amended and restated the following described mortgages, as consolidated:

MORTGAGE 'A' (FOR INFORMATION ONLY-SPLIT AND SEVERED)

MORTGAGE made by DOWNTOWN/MIDTOWN PROPERTIES, LLC. to GOLDMAN SACHS MORTGAGE COMPANY in the amount of \$218,000,000.00 dated as of 1/4/1998, recorded 7/15/1998 in Reel 2623 page 2094. (Mortgage Tax Paid: \$5,995,000.00)

MORTGAGE 'B' (FOR INFORMATION ONLY-SPLIT AND SEVERED)

MORTGAGE made by DOWNTOWN/MIDTOWN PROPERTIES, LLC. to GOLDMAN SACHS MORTGAGE COMPANY in the amount of \$104,000,000.00 dated as of 1/14/1998, recorded 11/18/1998 in Reel 2754 page 1403. (Mortgage Tax Paid: \$2,860,000.00)

CONSOLIDATION AND MODIFICATION AGREEMENT made by and between GOLDMAN SACHS MORTGAGE COMPANY and DOWNTOWN/MIDTOWN PROPERTIES, LLC. dated as of 1/14/1998, recorded 11/18/1998 in Reel 2754 page 1436. Consolidates Mortgages 'A' and 'B' to form a single lien in the amount of \$322,000,000.00.

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT made by GOLDMAN SACHS MORTGAGE COMPANY to LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I dated as of 5/28/1998, recorded 8/3/1999 in Reel 2925 page 121. Assigns Mortgages 'A' and 'B', as consolidated.

UNRECORDED ASSUMPTION AGREEMENT AND CONSENT made by and among DOWNTOWN/MIDTOWN PROPERTIES, LLC., 111 EIGHTH AVENUE LLC., 100 WILLIAM LLC., 95 WALL LLC., 99 WALL LLC. and LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I, as evidenced in Note and Mortgage Modification and Severance Agreement dated as of 7/9/1999, recorded 8/3/1999, in Reel 2925 page 152. Modifies Mortgages 'A' and 'B', as consolidated.

NOTE AND MORTGAGE MODIFICATION AND SEVERANCE AGREEMENT made by and between DOWNTOWN/MIDTOWN PROPERTIES, LLC., 111 EIGHTH AVENUE LLC., 100 WILLIAM LLC., 95 WALL LLC., 99 WALL LLC. and LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I dated as of 7/9/1999, recorded 8/3/1999, in Reel 2925 page 152. Modifies and Severs Mortgages 'A' and 'B', as consolidated, into two separate liens:

(i) A mortgage in the amount of \$118,364,430.00 evidenced by Mortgages 'A' and 'B', as consolidated and modified. (Said mortgage was released from the subject premises by Partial Release of Mortgaged Premises dated 7/9/1999 recorded 8/3/1999 in Reel 2925 page 182).

(ii) A mortgage in the amount of \$203,635,570.00 (See Mortgage 'C', herein)

MORTGAGE 'C' (SEVERED MORTGAGE*)

MORTGAGE made by DOWNTOWN/MIDTOWN PROPERTIES, LLC., 111 EIGHTH AVENUE LLC., 100 WILLIAM LLC., 95 WALL LLC., 99 WALL LLC. to LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I in the amount of \$203,635,570.00 dated as of 7/9/1999, recorded 8/3/1999 in Reel 2925 page 203. (Mortgage Tax Paid: \$0.00)

CORRECTION SEVERED MORTGAGE made by and among DOWNTOWN/MIDTOWN PROPERTIES, LLC., 111 EIGHTH AVENUE LLC., 100 WILLIAM LLC., 95 WALL LLC., 99 WALL LLC. and LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I dated as of 7/9/1999, recorded 10/27/1999, in Reel 2980 page 889. Corrects Mortgage 'C', so that the same indexed against the subject premises and Block 33 Lots 11 and 22 and Block 68 Lot 36, other premises not made a part hereof.

PARTIAL RELEASE OF MORTGAGE made by LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I and dated as of 7/9/1999, recorded 8/3/1999, in Reel 2925 page 173. Releases Mortgage 'C' from Block 33 Lots 11 and 22 and Block 68 Lot 36, other premises not made a part hereof.

ASSIGNMENT OF MORTGAGE made by LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I to 118 8TH

FUNDING COMPANY dated as of 7/9/1999, recorded 8/3/1999 in Reel 2925 page 230. Assigns Mortgage 'C'.

MORTGAGE 'D'

MORTGAGE made by 111 CHELSEA LLC. to 111 8TH FUNDING COMPANY in the amount of \$21,364,430.00 dated as of 7/9/1999, recorded 8/3/1999 in Reel 2925 page 239. (Mortgage Tax Paid: \$587,521.00)

CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT made by and between 111 CHELSEA LLC. and 111 8TH FUNDING COMPANY dated as of 7/9/1999, recorded 8/3/1999 in Reel 2925 page 247. Consolidates Mortgages 'C' and 'D' to form a single lien in the amount of \$225,000,000.00.

MORTGAGE 'E'

MORTGAGE made by 111 CHELSEA LLC. to 111 8TH FUNDING COMPANY in the amount of \$10,000,000.00 dated as of 12/7/2000, recorded 3/16/2001 in Reel 3253 page 1985. (Mortgage Tax Paid: \$275,000.00)

CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT made by and between 111 CHELSEA LLC. and 111 8TH FUNDING COMPANY dated as of 12/7/2000, recorded 3/16/2001 in Reel 3253 page 1993. Consolidates Mortgages 'C', 'D' and 'E' to form a single lien in the amount of \$235,000,000.00.

ASSIGNMENT OF MORTGAGE made by 111 8TH FUNDING COMPANY to GREENWICH CAPITAL FINANCIAL PRODUCTS INC. dated 3/4/2004, recorded 3/11/2004 as CRFN 2004000147549. Assigns Mortgages 'C', 'D' and 'E', as consolidated.

MORTGAGE 'F'

MORTGAGE made by 111 CHELSEA COMMERCE LP, SUCCESSOR BY CONVERSION TO 111 CHELSEA LLC. to GREENWICH CAPITAL FINANCIAL PRODUCTS INC. in the amount of \$275,513,953.00 dated 3/4/2004, recorded 3/11/2004 as CRFN 2004000147550. (Mortgage Tax Paid: \$7,576,635.00)

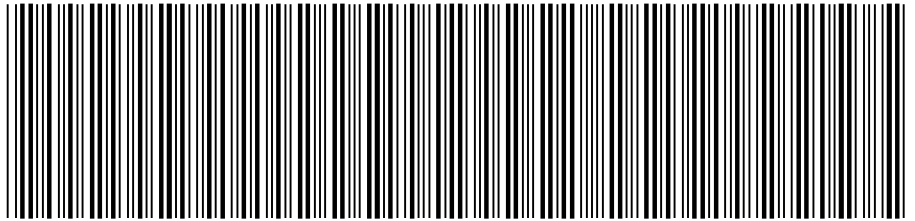
AMENDED, RESTATED AND CONSOLIDATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT made by and between 111 CHELSEA COMMERCE LP and GREENWICH CAPITAL FINANCIAL PRODUCTS INC. dated as of 3/4/2004, recorded 3/11/2004

as CRFN 2004000147551. Consolidates Mortgages 'C', 'D', 'E' and 'F' to form a single lien in the amount of \$500,000,000.00.

ASSIGNMENT OF MORTGAGE made by GREENWICH CAPITAL FINANCIAL PRODUCTS INC. to LASALLE BANK, N.A., IN ITS CAPACITY AS TRUSTEE FOR THE REGISTERED HOLDERS OF GREENWICH CAPITAL COMMERCIAL FUNDING CORP., COMMERCIAL MORTGAGE TRUST 2004-GGI, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-GGI dated 5/7/2004, recorded 5/3/2006 as CRFN 2006000244505. Assigns Mortgages 'C', 'D', 'E' and 'F', as consolidated.

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

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 17

Document ID: 2010122000841003

Document Date: 12-22-2010

Preparation Date: 12-22-2010

Document Type: AGREEMENT

Document Page Count: 15

PRESENTER:

FIRST AMERICAN TITLE INSURANCE- PICK UP
GSULLIVAN
633 THIRD AVENUE
3008-326938 (JG)
NEW YORK, NY 10017
212-850-0670

RETURN TO:

MORRISON & FOERSTER LLP
1290 AVENUE OF THE AMERICAS
FIRST AMERICAN TITLE INSURANCE- PICK UP
GSULLIVAN
NEW YORK, NY 10104

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	739	1	Entire Lot	111 EIGHTH AVENUE
Property Type: OFFICE BUILDING				

CROSS REFERENCE DATA

MANHATTAN Year: 1998 Reel: 2623 Page: 2094
x Additional Cross References on Continuation Page

PARTIES

PARTY 1:

BANK OF AMERICA, N.A.
315 MONTGOMERY STREET, 13TH FLOOR, MAIL
CODE CA5-704-13-11
SAN FRANCISCO, CA 94104-1866

PARTY 2:

ONE CITY BLOCK LLC
C/O GOOGLE, INC., 1600 AMPHITHEATRE PARKWAY
MOUNTAIN VIEW, CA 94043

FEES AND TAXES

Mortgage

Mortgage Amount: \$ 467,947,417.80

Taxable Mortgage Amount: \$ 0.00

Exemption: 255

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 112.00

Affidavit Fee: \$ 8.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00



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

Recorded/Filed 12-23-2010 14:10

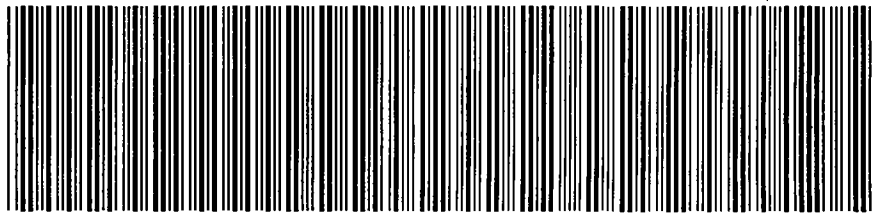
City Register File No.(CRFN):

2010000430884

Annette McMill

City Register Official Signature

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



2010122000841003001CA8DC

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 17

Document ID: 2010122000841003

Document Date: 12-22-2010

Preparation Date: 12-22-2010

Document Type: AGREEMENT

CROSS REFERENCE DATA

MANHATTAN Year: 1998 Reel: 2754 Page: 1403

MANHATTAN Year: 1999 Reel: 2925 Page: 203

MANHATTAN Year: 1999 Reel: 2980 Page: 889

MANHATTAN Year: 1999 Reel: 2925 Page: 239

MANHATTAN Year: 2001 Reel: 3253 Page: 1985

CRFN: 2004000147550

BLOCK 739
LOT 1
Premises: 111 Eighth Avenue, New York, New York
County: New York

30.8-326938

As of December 22, 2010

MORTGAGE MODIFICATION AGREEMENT

BY AND BETWEEN

BANK OF AMERICA, N.A.,
as Mortgagee

and

ONE CITY BLOCK LLC,
a limited liability company organized and existing under the
laws of the State of Delaware
as Mortgagor

This instrument prepared by,
and after recording please return to:

Morrison & Foerster LLP
1290 Avenue of the Americas
New York, New York 10104
Attention: Mark S. Edelstein, Esq.

First American Title Insurance Company of New York
633 Third Avenue
New York, New York 10017
T - (212) 922-9700
F - (212) 922-0681

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (this "Agreement") made as of the 22nd day of December, 2010, by and between BANK OF AMERICA, N.A. ("Mortgagee"), a national banking association, and ONE CITY BLOCK LLC, a Delaware limited liability company, having an address c/o Google Inc., 1600 Amphitheatre Parkway, Mountain View, California, 94043 ("Mortgagor").
*having an address at 315 Montgomery St., 13th floor, Mail Code CAS-704-13-11, San Francisco, CA 94104-1866

WITNESSETH:

WHEREAS, pursuant to that certain Assignment of Mortgage and Notes dated as of the date hereof, Mortgagee is the lawful owner and holder of the mortgage (the "Existing Mortgage") more particularly described in Exhibit A attached hereto and made a part hereof, and the notes (the "Existing Notes") and other obligations secured thereby;

WHEREAS, pursuant to that certain Consolidated, Amended and Restated Secured Promissory Note, dated as of the date hereof, by Mortgagor, as borrower, in favor of Mortgagee, as lender (as the same may hereafter be amended, modified or supplemented from time to time, the "Consolidated Note"), the Existing Notes were consolidated, amended and restated to evidence a loan made by Lender to Mortgagor in the amount of \$467,947,417.80 (the "Loan");

WHEREAS, the outstanding principal balance secured by the Existing Mortgage is currently \$467,947,417.80;

WHEREAS, the maximum principal amount which is or under any contingency may be secured by the Existing Mortgage is \$467,947,417.80; (the "Indebtedness"), plus interest thereon and all additional interest and late payment and prepayment charges in respect thereof, plus all amounts expended by Mortgagee following a default thereunder in respect of insurance premiums and real estate taxes, and all reasonable out-of-pocket legal costs or expenses of collection of the note(s) secured thereby or of the defense or prosecution of the rights and lien created thereby;

WHEREAS, the Existing Mortgage is a presently valid lien on the real property described in Schedule A attached hereto and made a part hereof (the "Premises");

WHEREAS, concurrently herewith, Mortgagor has acquired the fee interest in the Premises and is the lawful owner of the fee estate in the Premises which is encumbered by the Existing Mortgage; and

WHEREAS, Mortgagee and Mortgagor have agreed to modify the terms of the Existing Mortgage in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein expressed, the parties hereto covenant and agree as follows:

1. The Existing Mortgage is hereby amended and restated in its entirety to be on the terms and provisions set forth in Exhibit B attached hereto and made a part hereof and Mortgagor

hereby agrees to comply with and be bound by all of the terms, covenants and conditions set forth in said Exhibit B.

2. Mortgagor hereby certifies that this Agreement secures the same indebtedness evidenced by the Existing Notes, as modified by the Consolidated Note, and secured by the Existing Mortgage, as modified hereby, and secures no new or further indebtedness or obligation.

3. Mortgagor represents and warrants that there exist no defenses, offsets or counterclaims with respect to its obligations under the Existing Mortgage, as modified hereby, or under the Existing Notes, as modified by the Consolidated Note, including its obligation for the payment of the Indebtedness.

4. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their heirs, representatives, successors and assigns.

5. This Agreement and the rights and obligations of the parties hereto shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New York (without giving effect to New York's choice of law principles).

6. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and together which shall constitute but one and the same instrument.

7. The information set forth on the cover hereof is incorporated herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each of the parties hereto as of the day and year first above written.

MORTGAGOR:


ONE CITY BLOCK LLC,
a Delaware limited liability company

By: Google Inc., a Delaware corporation,
its sole member

By: _____

Name:

Title:


David Radcliffe
VP. Real Estate



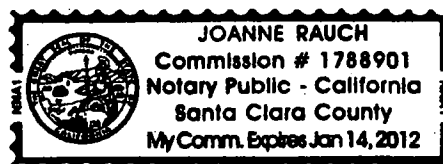
STATE OF California)
) ss::
COUNTY OF Santa Clara

On the 14th day of Dec in the year 2010, before me, the undersigned, a notary public in and for said state, personally appeared David Radcliffe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

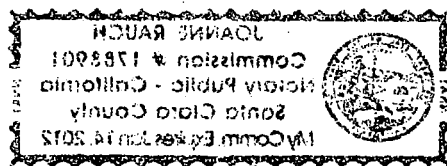
Notary Public

My Commission Expires: 01/14/12

Joanne Rauch

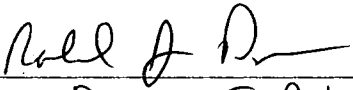


SEAL



MORTGAGEE:

BANK OF AMERICA, N.A.

By: 
Name: Donald J. Dubny
Title: Senior Vice President

STATE OF NEW YORK)

) SS.:

COUNTY OF NEW YORK)

On the 16th day of December in the year 2010, before me, the undersigned, a

notary public in and for said state, personally appeared Wanda J. Doherty personally known to

me or proved to me on the basis of satisfactory evidence to be the individual whose name is

subscribed to the within instrument and acknowledged to me that he executed the same in his

capacity, and that by his signature on the instrument, the individual, or the person upon behalf of

which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

DANIEL QUEVEDO
Notary Public, State of New York
No. 01QU6209469
Qualified in New York County
Commission Expires July 27, 2013

351

SCHEDULE A

Property Description

111 8th Avenue
Block 739, Lot 1
New York, New York

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING THE 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 WEST 15TH STREET AND THE WESTERLY SIDE OF EIGHTH AVENUE; RUNNING THENCE WESTERLY ALONG THE NORTHERLY SIDE OF WEST 15TH STREET, 800 FEET TO THE EASTERLY SIDE OF NINTH AVENUE; THENCE NORTHERLY ALONG THE EASTERLY SIDE OF NINTH AVENUE, 206 FEET 6 INCHES TO THE SOUTHERLY SIDE OF WEST 16TH STREET; THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF WEST 16TH STREET, 800 FEET TO THE WESTERLY SIDE OF EIGHTH AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF EIGHTH AVENUE, 206 FEET 6 INCHES TO THE NORTHERLY SIDE OF WEST 15TH STREET, THE POINT OR PLACE OF BEGINNING.

EXHIBIT A

Prior Mortgage

A) MORTGAGE made by DOWNTOWN/MIDTOWN PROPERTIES, LLC. to GOLDMAN SACHS MORTGAGE COMPANY in the amount of \$218,000,000.00 dated as of 1/4/1998, recorded 7/15/1998 in Reel 2623 page 2094.

B) MORTGAGE made by DOWNTOWN/MIDTOWN PROPERTIES, LLC. to GOLDMAN SACHS MORTGAGE COMPANY in the amount of \$104,000,000.00 dated as of 1/14/1998, recorded 11/18/1998 in Reel 2754 page 1403; which mortgages A and B were consolidated to form a single lien in the amount of \$322,000,000.00 by that certain CONSOLIDATION AND MODIFICATION AGREEMENT made by and between GOLDMAN SACHS MORTGAGE COMPANY and DOWNTOWN/MIDTOWN PROPERTIES, LLC. dated as of 1/14/1998, recorded 11/18/1998 in Reel 2754 page 1436; which mortgages A and B, as consolidated, were assigned by that certain ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT made by GOLDMAN SACHS MORTGAGE COMPANY to LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I dated as of 5/28/1998, recorded 8/3/1999 in Reel 2925 page 121; which mortgages A and B, as consolidated, were modified by that certain UNRECORDED ASSUMPTION AGREEMENT AND CONSENT made by and among DOWNTOWN/MIDTOWN PROPERTIES, LLC., 111 EIGHTH AVENUE LLC., 100 WILLIAM LLC., 95 WALL LLC., 99 WALL LLC. and LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I, as evidenced in Note and Mortgage Modification and Severance Agreement dated as of 7/9/1999, recorded 8/3/1999, in Reel 2925 page 152; which mortgages A and B, as consolidated, were modified and severed by that certain NOTE AND MORTGAGE MODIFICATION AND SEVERANCE AGREEMENT made by and between DOWNTOWN/MIDTOWN PROPERTIES, LLC., 111 EIGHTH AVENUE LLC., 100 WILLIAM LLC., 95 WALL LLC., 99 WALL LLC. and LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I dated as of 7/9/1999, recorded 8/3/1999, in Reel 2925 page 152 into two separate liens:

(i) A mortgage in the amount of \$118,364,430.00 evidenced by Mortgages 'A' and 'B', as consolidated and modified. (Said mortgage was released from the subject premises by Partial Release of Mortgaged Premises dated 7/9/1999 recorded 8/3/1999 in Reel 2925 page 182).

(ii) A mortgage in the amount of \$203,635,570.00 (See mortgage C herein)

C) MORTGAGE made by DOWNTOWN/MIDTOWN PROPERTIES, LLC., 111 EIGHTH AVENUE LLC., 100 WILLIAM LLC., 95 WALL LLC., 99 WALL LLC. to LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II,

COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I in the amount of \$203,635,570.00 dated as of 7/9/1999, recorded 8/3/1999 in Reel 2925 page 203 (THIS MORTGAGE SUBSTITUTES FOR AND PARTIALLY REPLACES MORTGAGES 'A' AND 'B' IN THE MORTGAGE SCHEDULE PURSUANT TO NOTE AND MORTGAGE MODIFICATION AND SEVERANCE AGREEMENT RECORDED IN REEL 2925 PAGE 152); which mortgage C was corrected by that certain CORRECTION SEVERED MORTGAGE made by and among DOWNTOWN/MIDTOWN PROPERTIES, LLC., 111 EIGHTH AVENUE LLC., 100 WILLIAM LLC., 95 WALL LLC., 99 WALL LLC. and LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I dated as of 7/9/1999, recorded 10/27/1999, in Reel 2980 page 889 so that the same indexed against the subject premises and Block 33 Lots 11 and 22 and Block 68 Lot 36, other premises not made a part hereof; which mortgage C was released from Block 33 Lots 11 and 22 and Block 68 Lot 36, other premises not made a part hereof by that certain PARTIAL RELEASE OF MORTGAGE made by LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I and dated as of 7/9/1999, recorded 8/3/1999, in Reel 2925 page 173; which mortgage C was assigned by that certain ASSIGNMENT OF MORTGAGE made by LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I to 118 8TH FUNDING COMPANY dated as of 7/9/1999, recorded 8/3/1999 in Reel 2925 page 230.

D) MORTGAGE made by 111 CHELSEA LLC. to 111 8TH FUNDING COMPANY in the amount of \$21,364,430.00 dated as of 7/9/1999, recorded 8/3/1999 in Reel 2925 page 239; which mortgages C and D were consolidated to form a single lien in the amount of \$225,000,000.00 by that certain CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT made by and between 111 CHELSEA LLC. and 111 8TH FUNDING COMPANY dated as of 7/9/1999, recorded 8/3/1999 in Reel 2925 page 247.

E) MORTGAGE made by 111 CHELSEA LLC. to 111 8TH FUNDING COMPANY in the amount of \$10,000,000.00 dated as of 12/7/2000, recorded 3/16/2001 in Reel 3253 page 1985; which mortgages C through E were consolidated to form a single lien in the amount of \$235,000,000.00 by that certain CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT made by and between 111 CHELSEA LLC. and 111 8TH FUNDING COMPANY dated as of 12/7/2000, recorded 3/16/2001 in Reel 3253 page 1993; which mortgages C through E, as consolidated, were assigned by that certain ASSIGNMENT OF MORTGAGE made by 111 8TH FUNDING COMPANY to GREENWICH CAPITAL FINANCIAL PRODUCTS INC. dated 3/4/2004, recorded 3/11/2004 as CRFN 2004000147549.

F) MORTGAGE made by 111 CHELSEA COMMERCE LP, SUCCESSOR BY CONVERSION TO 111 CHELSEA LLC. to GREENWICH CAPITAL FINANCIAL PRODUCTS INC. in the amount of \$275,513,953.00 dated 3/4/2004, recorded 3/11/2004 as CRFN 2004000147550; which mortgages C through F were consolidated to form a single lien in the amount of \$500,000,000.00 by that certain AMENDED, RESTATED AND CONSOLIDATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT made by and between 111 CHELSEA COMMERCE LP and GREENWICH CAPITAL FINANCIAL PRODUCTS INC. dated as of 3/4/2004, recorded 3/11/2004 as CRFN 2004000147551; which mortgages C through F, as consolidated, were assigned by that certain ASSIGNMENT OF MORTGAGE made by GREENWICH CAPITAL FINANCIAL PRODUCTS INC. to LASALLE BANK, N.A., IN ITS CAPACITY AS TRUSTEE FOR THE REGISTERED HOLDERS OF GREENWICH CAPITAL COMMERCIAL FUNDING CORP., COMMERCIAL MORTGAGE TRUST 2004-GGI, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-GGI dated 5/7/2004, recorded 5/3/2006 as CRFN 2006000244505; which mortgages C through F, as consolidated, were further assigned by that certain ASSIGNMENT OF MORTGAGE made by BANK OF AMERICA, NATIONAL ASSOCIATION, SUCCESSOR-BY-MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE to BANK OF AMERICA, N.A. dated 12/22/2010 to be recorded in the Office of the City Register, New York County

^
Simultaneously



CONSULT YOUR LAWYER BEFORE SIGNING THIS FORM—THIS FORM SHOULD BE USED BY LAWYERS ONLY.

Mortgage

Date December 22 2010

Parties

Mortgagor
ONE CITY BLOCK LLC, a Delaware limited liability company

Mortgagee
BANK OF AMERICA, N.A., a national banking association

The Mortgagor promises and agrees as follows:

Transfer of
rights in the
Property

Underlying
debt, future
advances

Property
mortgaged

1. The Mortgagor hereby mortgages to the Mortgagee the Property described in this Mortgage. ~~Mortgagor can lose the Property for failure to keep the promises in this Mortgage.~~

2. This Mortgage is made to secure a Debt of the Mortgagor to the Mortgagee for FOUR HUNDRED SIXTY-SEVEN MILLION NINE HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED SEVENTEEN AND 80/100 dollars (\$467,947,417.80), payable with interest according to a Bond or Note having the same date as this Mortgage. The Mortgagee may make advances in the future to the Mortgagor or future owners of the Property. In addition to the above Debt the Bond or Note and this Mortgage is intended to secure any more debts now or in the future owed by the Mortgagor to the Mortgagee. The maximum amount of debt secured by the Bond or Note and this Mortgage shall not be greater than the Debt stated above. Mortgagee is not obligated to make future advances.

3. The Property mortgaged (the "Property") is All

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING
THE 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 WEST 15TH STREET AND THE WESTERLY SIDE OF EIGHTH AVENUE; RUNNING THENCE WESTERLY ALONG THE NORTHERLY SIDE OF WEST 15TH STREET, 800 FEET TO THE EASTERLY SIDE OF NINTH AVENUE; THENCE NORTHERLY ALONG THE EASTERLY SIDE OF NINTH AVENUE, 206 FEET 6 INCHES TO THE SOUTHERLY SIDE OF WEST 16TH STREET; THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF WEST 16TH STREET, 800 FEET TO THE WESTERLY SIDE OF EIGHTH AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF EIGHTH AVENUE, 206 FEET 6 INCHES TO THE NORTHERLY SIDE OF WEST 15TH STREET, THE POINT OR PLACE OF BEGINNING.

Payment
Insurance

4. Mortgagor will pay the Debt as promised in the Bond or Note according to its terms.

~~5. Mortgagor will keep the buildings on the Property insured against loss by fire and other risks included in the standard form of extended coverage insurance. The amount shall be approved by Mortgagee but shall not exceed full replacement value of the buildings. Mortgage will assign and deliver the policies to Mortgagee. The policies shall contain the standard New York Mortgage clause in the name of Mortgagee. If Mortgagor fails to keep the buildings insured Mortgagee may obtain the insurance. Within 30 days after notice and demand Mortgagor must insure the Property against war risk and any other risk reasonably required by Mortgagee.~~

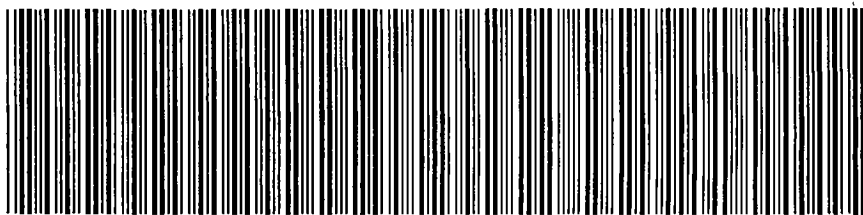
RIDER 13: "Upon the occurrence of an Event of Default (as defined in the Note)."

RIDER 14: "Mortgagee exercises its remedies following the occurrence of an Event of Default (as defined in the Note)"

RIDER 15: "Upon the occurrence of an Event of Default (as defined in the Note)."

RIDER 21: "Notwithstanding anything to the contrary contained herein, except to the extent expressly set forth in the Guaranty or the Environmental Indemnity (as each is defined in the Note), none of the direct or indirect shareholders, stockholders, members, partners, principals, investors, affiliates, officers, directors, representatives, agents or employees of Mortgagor shall be personally liable for any sums due or obligations under this Mortgage or any other Loan Document (as defined in the Note)."

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



2010122000841003001S64DD

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2010122000841003

Document Date: 12-22-2010

Preparation Date: 12-22-2010

Document Type: AGREEMENT

SUPPORTING DOCUMENTS SUBMITTED:

255 MORTGAGE TAX EXEMPT AFFIDAVIT

Page Count

7

SECTION 255 AFFIDAVIT

[illegible]

David Radcliffe, being duly sworn, solely in his capacity as the President, Real Estate of Google Inc., a Delaware corporation, which is the sole member of One City Block LLC, a Delaware limited liability company (the “Mortgagor”) and not individually, deposes and states that:

1. He is the President, Real Estate of Google Inc., a Delaware corporation, which is the sole member of the Mortgagor, which is the owner of the property encumbered by the hereinafter described mortgage, and that [he/she] is familiar with the facts set forth herein.

2. That Bank of America, N.A. (the “Mortgagee”), the owner and holder of the existing mortgage described on Schedule A attached hereto (the “Existing Mortgage”), which mortgage covers the premises described in the Existing Mortgage and incorporated herein by this reference, together with all structures or buildings now or hereafter located thereon.

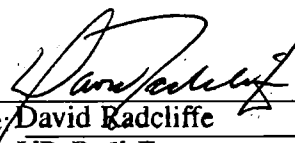
3. The maximum aggregate principal amount which under any contingency may be secured by the Existing Mortgage is \$467,947,417.80 and the mortgage recording taxes with respect to the Existing Mortgage were duly paid as indicated on Schedule A. The outstanding principal balance on the Existing Mortgage is \$467,947,417.80.

4. Mortgagor and Mortgagee have entered into that certain Mortgage Modification Agreement, dated as of the date hereof (the "Mortgage Modification Agreement"), which is tendered for recording in the Office of the City Register of the County of New York simultaneously herewith.

5. The Mortgage Modification Agreement is given for the purpose of modifying the terms of the Existing Mortgage to the Mortgagee and does not create or secure any new or further indebtedness or obligation. There have been no readvances on the Existing Mortgage.

6. Accordingly, it is respectfully requested that the Mortgage Modification Agreement tendered herewith for recording be declared exempt from recording taxation pursuant to Section 255 of Article 11 of the Tax Law of the State of New York.

[NO FURTHER TEXT ON THIS PAGE]


Name David Radcliffe, as
VP. Real Estate of Google Inc., a
Delaware corporation, as the sole member of
One City Block LLC, a Delaware limited
liability company



Sworn to before me this
___ day of December, 2010

Notary Public
See attached

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this

14th day of December, 2010, by
Date Month Year
(1) David Radcliffe
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Signature

Joanne Rauch
Signature of Notary Public



SEAL

Place Notary Seal Above

OPTIONAL

*Though the information below is not required by law, it may prove
valuable to persons relying on the document and could prevent
fraudulent removal and reattachment of this form to another document.*

Further Description of Any Attached Document

Title or Type of Document: 255 Affidavit

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT
OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER #2
Top of thumb here

SCHEDULE A

EXISTING MORTGAGE

Amended, Restated and Consolidated Mortgage, Assignment of Leases and Rents and Security Agreement made by and between 111 Chelsea Commerce LP and Greenwich Capital Financial Products Inc. dated as of 3/11/2004 and recorded 3/11/2004 as CRFN 2004000147551, which mortgage amended and restated the following described mortgages, as consolidated:

MORTGAGE 'A' (FOR INFORMATION ONLY-SPLIT AND SEVERED)

MORTGAGE made by DOWNTOWN/MIDTOWN PROPERTIES, LLC. to GOLDMAN SACHS MORTGAGE COMPANY in the amount of \$218,000,000.00 dated as of 1/4/1998, recorded 7/15/1998 in Reel 2623 page 2094. (Mortgage Tax Paid: \$5,995,000.00)

MORTGAGE 'B' (FOR INFORMATION ONLY-SPLIT AND SEVERED)

MORTGAGE made by DOWNTOWN/MIDTOWN PROPERTIES, LLC. to GOLDMAN SACHS MORTGAGE COMPANY in the amount of \$104,000,000.00 dated as of 1/14/1998, recorded 11/18/1998 in Reel 2754 page 1403. (Mortgage Tax Paid: \$2,860,000.00)

CONSOLIDATION AND MODIFICATION AGREEMENT made by and between GOLDMAN SACHS MORTGAGE COMPANY and DOWNTOWN/MIDTOWN PROPERTIES, LLC. dated as of 1/14/1998, recorded 11/18/1998 in Reel 2754 page 1436. Consolidates Mortgages 'A' and 'B' to form a single lien in the amount of \$322,000,000.00.

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT made by GOLDMAN SACHS MORTGAGE COMPANY to LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I dated as of 5/28/1998, recorded 8/3/1999 in Reel 2925 page 121. Assigns Mortgages 'A' and 'B', as consolidated.

UNRECORDED ASSUMPTION AGREEMENT AND CONSENT made by and among DOWNTOWN/MIDTOWN PROPERTIES, LLC., 111 EIGHTH AVENUE LLC., 100 WILLIAM LLC., 95 WALL LLC., 99 WALL LLC. and LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I, as evidenced in Note and Mortgage Modification and Severance Agreement dated as of 7/9/1999, recorded 8/3/1999, in Reel 2925 page 152. Modifies Mortgages 'A' and 'B', as consolidated.

NOTE AND MORTGAGE MODIFICATION AND SEVERANCE AGREEMENT made by and between DOWNTOWN/MIDTOWN PROPERTIES, LLC., 111 EIGHTH AVENUE LLC., 100 WILLIAM LLC., 95 WALL LLC., 99 WALL LLC. and LASALLE NATIONAL BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I dated as of 7/9/1999, recorded 8/3/1999, in Reel 2925 page 152. Modifies and Severs Mortgages 'A' and 'B', as consolidated, into two separate liens:

(i) A mortgage in the amount of \$118,364,430.00 evidenced by Mortgages 'A' and 'B', as consolidated and modified. (Said mortgage was released from the subject premises by Partial Release of Mortgaged Premises dated 7/9/1999 recorded 8/3/1999 in Reel 2925 page 182).

(ii) A mortgage in the amount of \$203,635,570.00 (See Mortgage 'C', herein)

MORTGAGE 'C' (SEVERED MORTGAGE*)

MORTGAGE made by DOWNTOWN/MIDTOWN PROPERTIES, LLC., 111 EIGHTH AVENUE LLC., 100 WILLIAM LLC., 95 WALL LLC., 99 WALL LLC. to LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I in the amount of \$203,635,570.00 dated as of 7/9/1999, recorded 8/3/1999 in Reel 2925 page 203. (Mortgage Tax Paid: \$0.00)

CORRECTION SEVERED MORTGAGE made by and among DOWNTOWN/MIDTOWN PROPERTIES, LLC., 111 EIGHTH AVENUE LLC., 100 WILLIAM LLC., 95 WALL LLC., 99 WALL LLC. and LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I dated as of 7/9/1999, recorded 10/27/1999, in Reel 2980 page 889. Corrects Mortgage 'C', so that the same indexed against the subject premises and Block 33 Lots 11 and 22 and Block 68 Lot 36, other premises not made a part hereof.

PARTIAL RELEASE OF MORTGAGE made by LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I and dated as of 7/9/1999, recorded 8/3/1999, in Reel 2925 page 173. Releases Mortgage 'C' from Block 33 Lots 11 and 22 and Block 68 Lot 36, other premises not made a part hereof.

ASSIGNMENT OF MORTGAGE made by LASALLE BANK NATIONAL ASSOCIATION (FKA) LASALLE NATIONAL BANK, AS TRUSTEE FOR GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-GSFL I to 118 8TH FUNDING COMPANY dated as of 7/9/1999, recorded 8/3/1999 in Reel 2925 page 230. Assigns Mortgage 'C'.

MORTGAGE 'D'

MORTGAGE made by 111 CHELSEA LLC. to 111 8TH FUNDING COMPANY in the amount of \$21,364,430.00 dated as of 7/9/1999, recorded 8/3/1999 in Reel 2925 page 239. (Mortgage Tax Paid: \$587,521.00)

CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT made by and between 111 CHELSEA LLC. and 111 8TH FUNDING COMPANY dated as of 7/9/1999, recorded 8/3/1999 in Reel 2925 page 247. Consolidates Mortgages 'C' and 'D' to form a single lien in the amount of \$225,000,000.00.

MORTGAGE 'E'

MORTGAGE made by 111 CHELSEA LLC. to 111 8TH FUNDING COMPANY in the amount of \$10,000,000.00 dated as of 12/7/2000, recorded 3/16/2001 in Reel 3253 page 1985. (Mortgage Tax Paid: \$275,000.00)

CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT made by and between 111 CHELSEA LLC. and 111 8TH FUNDING COMPANY dated as of 12/7/2000, recorded 3/16/2001 in Reel 3253 page 1993. Consolidates Mortgages 'C', 'D' and 'E' to form a single lien in the amount of \$235,000,000.00.

ASSIGNMENT OF MORTGAGE made by 111 8TH FUNDING COMPANY to GREENWICH CAPITAL FINANCIAL PRODUCTS INC. dated 3/4/2004, recorded 3/11/2004 as CRFN 2004000147549. Assigns Mortgages 'C', 'D' and 'E', as consolidated.

MORTGAGE 'F'

MORTGAGE made by 111 CHELSEA COMMERCE LP, SUCCESSOR BY CONVERSION TO 111 CHELSEA LLC. to GREENWICH CAPITAL FINANCIAL PRODUCTS INC. in the amount of \$275,513,953.00 dated 3/4/2004, recorded 3/11/2004 as CRFN 2004000147550. (Mortgage Tax Paid: \$7,576,635.00)

AMENDED, RESTATED AND CONSOLIDATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT made by and between 111 CHELSEA COMMERCE LP and GREENWICH CAPITAL FINANCIAL PRODUCTS INC. dated as of 3/4/2004, recorded 3/11/2004 as CRFN 2004000147551. Consolidates Mortgages 'C', 'D', 'E' and 'F' to form a single lien in the amount of \$500,000,000.00.

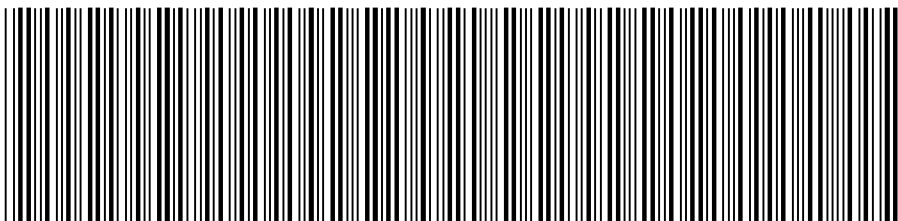
ASSIGNMENT OF MORTGAGE made by GREENWICH CAPITAL FINANCIAL PRODUCTS INC. to LASALLE BANK, N.A., IN ITS CAPACITY AS TRUSTEE FOR THE REGISTERED HOLDERS OF GREENWICH CAPITAL COMMERCIAL FUNDING CORP., COMMERCIAL MORTGAGE TRUST 2004-GGI, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-GGI dated 5/7/2004, recorded 5/3/2006 as CRFN 2006000244505. Assigns Mortgages 'C', 'D', 'E' and 'F', as consolidated.

which mortgages C through F, as consolidated, were further assigned by that certain ASSIGNMENT OF MORTGAGE made by BANK OF AMERICA, NATIONAL ASSOCIATION, SUCCESSOR-BY-MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE to BANK OF AMERICA, N.A. dated 12/22/2010 to be simultaneously recorded in the Office of the City Register, New York County,* which mortgages C through F, as consolidated, were modified by that certain MORTGAGE MODIFICATION AGREEMENT made by and between BANK OF AMERICA, N.A. and ONE CITY BLOCK LLC dated 12/22/2010 to be simultaneously recorded in the Office of the City Register, New York County, in the amount of \$467,947,417.80.

* the unpaid principal balance is \$ 467,947.417.80

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

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2010122200315001002E9E6D

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document ID: 2010122200315001

Document Date: 12-22-2010

Preparation Date: 12-29-2010

Document Type: TERMINATION OF ASSIGN OF L&R

Document Page Count: 2

PRESENTER:

FIRST AMERICAN TITLE INSURANCE- PICK UP
GSULLIVAN
633 THIRD AVENUE
3008-326938 (JG)
NEW YORK, NY 10017
212-850-0670

RETURN TO:

GREENBERG TRAURIG LLP
200 PARK AVENUE
FIRST AMERICAN TITLE INSURANCE- PICK UP
GSULLIVAN
NEW YORK, NY 10166

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	739	1	Entire Lot	111 8TH AVENUE
Property Type: OFFICE BUILDING				

CROSS REFERENCE DATA

CRFN: 2004000147552

PARTIES

PARTY ONE:

BANK OF AMERICA, NATIONAL ASSOCIATION
C/O WELLS FARGO BANK, NATIONAL
ASSOCIATION, 550 SOUTH TRYON STREET, 12TH
FLOOR

CHARTERED, No. 28202, recorded on Continuation Page

FEES AND TAXES

Mortgage		Filing Fee:	
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		
TOTAL:	\$ 0.00		
Recording Fee:	\$ 47.00		
Affidavit Fee:	\$ 0.00		



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

Recorded/Filed 01-03-2011 16:49

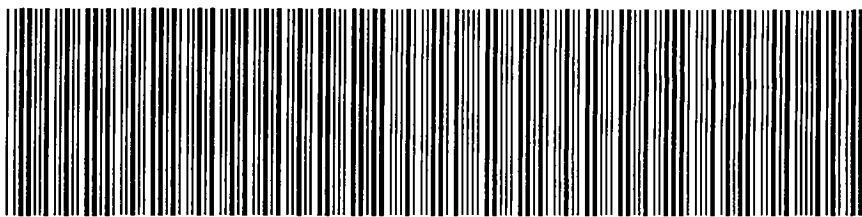
City Register File No.(CRFN):

2011000001396

Annette McMill

City Register Official Signature

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



2010122200315001002C9CED

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 4

Document ID: 2010122200315001

Document Date: 12-22-2010

Preparation Date: 12-29-2010

Document Type: TERMINATION OF ASSIGN OF L&R

PARTIES

PARTY ONE:

LASALLE BANK NATIONAL ASSOCIATION , AS

TRUSTEE

C/O WELLS FARGO BANK, NATIONAL

ASSOCIATION, 550 SOUTH TRYON STREET, 12TH

FLOOR

TERMINATION OF ASSIGNMENT OF LEASES AND RENTS

Bank of America, National Association, successor-by-merger to LaSalle Bank National Association, as Trustee under that certain Pooling and Servicing Agreement dated as of May 13, 2004 ("**Pooling and Servicing Agreement**"), for the registered holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2004-GG1, Commercial Mortgage Pass-Through Certificates, Series 2004-GG1, having an address at c/o Wells Fargo Bank, National Association, MAC D1086-120, 550 South Tryon Street, 12th Floor, Charlotte, North Carolina 28202 ("**Lender**"), does hereby acknowledge and certify that the Assignment of Leases and Rents, dated as of March 4, 2004 (the "**ALR**"), made and executed by 111 Chelsea Commerce LP, a Delaware limited partnership, in favor of Greenwich Capital Financial Products, Inc., a Delaware corporation ("**Original Lender**"), and recorded on March 11, 2004, as CFRN 2004000147552 in the office of the City Register of the New York City Department of Finance, New York, New York, as assigned to Lender pursuant to an assignment dated as of May 7, 2004 (the "**Assignment of ALR**") made and executed by Original Lender in favor of Lender, and recorded on May 3, 2006, as CFRN 2006000246759 in the office of the City Register of the New York City Department of Finance, New York, New York, which ALR was given to secure payment of that certain Amended, Restated and Consolidated Promissory Note in the original principal amount of \$500,000,000.00 (the "**Note**") dated as of March 4, 2004, has been ~~terminated~~, satisfied and discharged. Lender does hereby consent and direct that the same be fully discharged of record.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS HEREOF, the undersigned has caused this Release of Assignment of Leases and Rents to be executed by duly authorized officers whose company seal is affixed, this 22nd day of December, 2010. AS OF

Bank of America, National Association, successor-by-merger to LaSalle Bank National Association, as Trustee for the registered holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2004-GG1, Commercial Mortgage Pass-Through Certificates, Series 2004-GG1

By: Wells Fargo Bank, National Association, successor-by-merger to Wachovia Bank, National Association, as Master Servicer pursuant to the Pooling and Servicing Agreement

By: Amanda Perkins
Name: Amanda Perkins
Title: Assistant Vice President

STATE OF NORTH CAROLINA)
) ss.:
COUNTY OF MECKLENBURG)

On the 7 day of December in the year 2010, before me, the undersigned, personally appeared Amanda Perkins, as Assistant Vice President of Wells Fargo Bank, National Association, successor-by-merger to Wachovia Bank, National Association, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the Charlotte.

(Insert the city or other political subdivision and the state or county or other place the acknowledgement was taken)

Block: 739

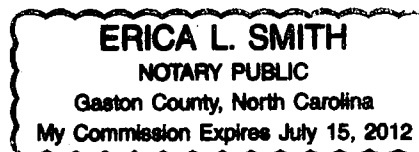
Lot: 1

111 8th Avenue

111 Chelsea Commerce LP
Loan Number: 309999197

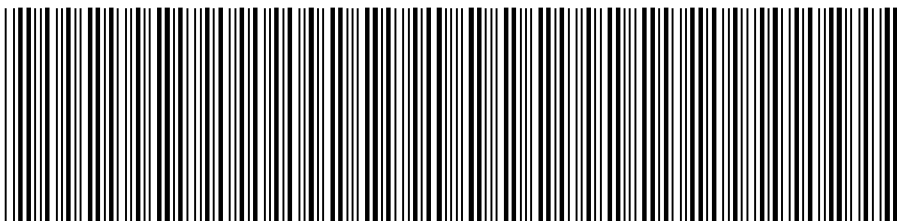
Erica L. Smith
Notary Public

SEAL



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

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**2010122200160001001EAB2A****RECORDING AND ENDORSEMENT COVER PAGE****PAGE 1 OF 3****Document ID: 2010122200160001****Document Date: 12-22-2010****Preparation Date: 12-22-2010****Document Type: UCC3 ASSIGNMENT****FIXTURE FILING****Document Page Count: 1****PRESENTER:**

FIRST AMERICAN TITLE INSURANCE- PICK UP
GSULLIVAN
633 THIRD AVENUE
3008-326938 (JG)
NEW YORK, NY 10017
212-850-0670

RETURN TO:

MORRISON & FOERSTER LLP
1290 AVENUE OF THE AMERICAS
FIRST AMERICAN TITLE INSURANCE- PICK UP
GSULLIVAN
NEW YORK, NY 10104

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	739	1	Partial Lot	111 8 AVENUE
Property Type: OFFICE BUILDING				

CROSS REFERENCE DATA**CRFN: 2004000147441****PARTIES****DEBTOR:**

111 CHELSEA COMMERCE LP
111 EIGHTH AVENUE, SUITE 1500
NEW YORK, NY 10011

SECURED PARTY:

BANK OF AMERICA, NATIONAL ASSOCIATION
135 SOUTH LASALLE STREET, SUITE 1625
CHICAGO, IL 60603

x Additional Parties Listed on Continuation Page

FEES AND TAXES**Mortgage**

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 40.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

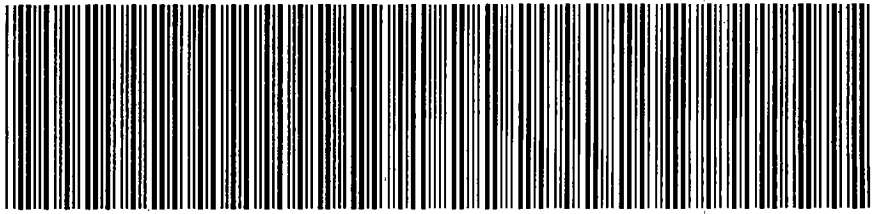
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 01-31-2011 12:32

City Register File No.(CRFN):

2011000035671**City Register Official Signature**

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



2010122200160001001CA9AA

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 3

Document ID: 2010122200160001

Document Date: 12-22-2010

Preparation Date: 12-22-2010

Document Type: UCC3 ASSIGNMENT

PARTIES

SECURED PARTY:

LASALLE BANK NATIONAL ASSOCIATION AS
TRUSTEE
135 SOUTH LASALLE STREET, SUITE 1625
CHICAGO, IL 60603

PARTIES

NEW SECURED PARTY:

BANK OF AMERICA, N.A.
315 MONTGOMERY STREET, 13TH FLOOR, MAIL
CODE CA5-704-13-11
SAN FRANCISCO, CA 94104-1866

3008 - 326938

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] 404-815-6500
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Guy McPherson Morrison & Foerster LLP 1290 Avenue of the Americas New York, New York 10104

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # No. 2004000147441 Filed: 03/11/2004	1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input checked="" type="checkbox"/>
2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.	
3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.	
4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.	
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor <input checked="" type="checkbox"/> Secured Party of record. Check only <u>one</u> of these two boxes. Also check <u>one</u> of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7e-7g (if applicable).	
6. CURRENT RECORD INFORMATION:	
6a. ORGANIZATION'S NAME 111 Chelsea Commerce LP	
OR	6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:	
7a. ORGANIZATION'S NAME Bank of America, N.A.	
OR	7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
7c. MAILING ADDRESS: Commercial Banking 315 Montgomery Street, 13th Floor, Mail Code CA5-704-13-11	
CITY San Francisco STATE CA POSTAL CODE 94104-1866 COUNTRY USA	
7d. SEE INSTRUCTIONS	7e. TYPE OF ORGANIZATION ADD'L INFO RE ORGANIZATION DEBTOR
7f. JURISDICTION OF ORGANIZATION	
7g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE	

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☒ assigned.

All collateral assigned as in original UCC.

Block: 739 Lot: 1
111 8th Avenue

* Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2004-GG1, Commercial Mortgage Pass-Through Certificates, Series 2004-GG1

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME Bank of America, National Association, successor-by-merger to LaSalle Bank National Association, as Trustee for the registered holders of *			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

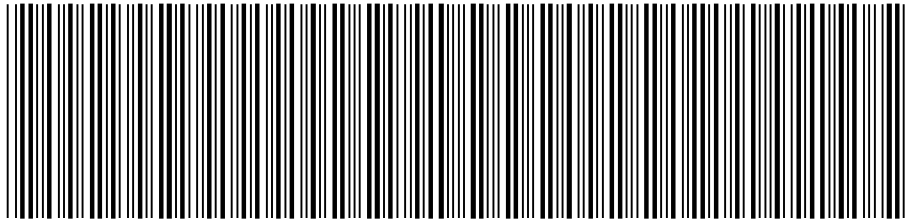
Filed with: City Register of the City of New York (50113/398351) KMI

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

US2008 2166148.1

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

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2010122200160002002E5B6E

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 3

Document ID: 2010122200160002

Document Date: 12-22-2010

Preparation Date: 12-29-2010

Document Type: UCC3 AMENDMENT

FIXTURE FILING

Document Page Count: 2

PRESENTER:

FIRST AMERICAN TITLE INSURANCE- PICK UP
GSULLIVAN
633 THIRD AVENUE
3008-326938 (JG)
NEW YORK, NY 10017
212-850-0670

RETURN TO:

MORRISON & FOERSTER LLP
1290 AVENUE OF THE AMERICAS
FIRST AMERICAN TITLE INSURANCE- PICK UP
GSULLIVAN
NEW YORK, NY 10104

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	739	1	Partial Lot	111 8 AVENUE
Property Type: OFFICE BUILDING				

CROSS REFERENCE DATA

CRFN: 2004000147441

PARTIES

DEBTOR:

ONE CITY BLOCK LLC
C/O GOOGLE INC., 1600 AMPHITHEATRE PARKWAY
MOUNTAIN VIEW, CA 94043

SECURED PARTY:

BANK OF AMERICA, N.A.
315 MONTGOMERY STREET, 13TH FLOOR, MAIL
CODE CA5-704-13-11
SAN FRANCISCO, CA 94104-1866

FEES AND TAXES

Mortgage

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 40.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

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OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 01-31-2011 12:32

City Register File No.(CRFN):

2011000035672



Annette M. Hill

City Register Official Signature

3008-326938

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)				
B. SEND ACKNOWLEDGMENT TO: (Name and Address)				
<div style="border: 1px solid black; width: 80%; margin: 0 auto; padding: 10px;"> Morrison & Foerster LLP 1290 Avenue of the Americas NY NY 10104 </div>				
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY				
1a. INITIAL FINANCING STATEMENT FILE #		1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.		<input checked="" type="checkbox"/>
2004000147441		filed 03-11-2004		
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.				
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.				
4. <input type="checkbox"/> ASSIGNMENT (Full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.				
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input checked="" type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these two boxes.				
Also check <u>one</u> of the following three boxes and provide appropriate information in items 6 and/or 7.				
<input checked="" type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.		<input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b.		<input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).
6. CURRENT RECORD INFORMATION:				
6a. ORGANIZATION'S NAME				
OR 111 Chelsea Commerce LP				
6b. INDIVIDUAL'S LAST NAME				
FIRST NAME				
MIDDLE NAME				
SUFFIX				
7. CHANGED (NEW) OR ADDED INFORMATION:				
7a. ORGANIZATION'S NAME				
OR One City Block LLC				
7b. INDIVIDUAL'S LAST NAME				
FIRST NAME				
MIDDLE NAME				
SUFFIX				
7c. MAILING ADDRESS				
c/o Google Inc., 1600 Amphitheatre Parkway,		CITY		STATE
		Mountain View		CA
				POSTAL CODE
				94043
				COUNTRY
				USA
7d. SEE INSTRUCTIONS		7e. TYPE OF ORGANIZATION		7f. JURISDICTION OR ORGANIZATION
ADD INFO RE ORGANIZATION DEBTOR		Limited Liability Company		Delaware
				7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box.				
Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.				
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Block: 739 Lot: 1 111 8th Avenue </div> <div style="width: 50%;"> Mortgage Recorded 12/23/2010 Modification CRFN# 2010000430884 apmt. mort assigned + modified to a new debtor one city block LLC </div> </div>				
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.				
9a. ORGANIZATION'S NAME				
Bank of America, N.A.				
9b. INDIVIDUAL'S LAST NAME				
FIRST NAME				
MIDDLE NAME				
SUFFIX				
10. OPTIONAL FILER REFERENCE DATA				
New York City Register, New York County (Mortgage)				

FILING OFFICE COPY—NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

ny-954819

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

2004000147441 filed 03-11-2004

12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

Bank of America, N.A.

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

Block: 739

Lot: 1

111 8th Avenue, New York, NY

New York County

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY