

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)

Vernon & Ginsburg, LLP
261 Madison Ave., 26 Fl.
New York, NY 10016

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

201303065242042

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

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 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ 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

OR Charles Henry Properties, LLC

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

Not Applicable

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

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 ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR Charles Henry Properties, LLC, by Claude Simon

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Name & Address of Agent Holding Escrow
First Nationwide Title Agency, LLC
50 Charles Lindbergh Blvd., Suite 200
Uniondale, NY 11553

Title No: FN-11710-NY
Amount of Deposit: 228,296.34
Service Charge: 75.00
Date: 12/15/2010

DEPOSIT AGREEMENT

DEPOSITOR

Name: Charles Henry Probertas
Address: CIC
Social Security Number _____

Premises: 336 E 56th St
City, Town or Village: NY NY
Sec _____ Block 1348 Lot(s) 35

_____ ("Depository") acknowledges receipt of _____ (the "Deposit")
from Depositor for the purpose(s) indicated below, and upon the terms and conditions set forth below:

COMPLETE APPLICABLE SECTION(S); STRIKE OUT INAPPLICABLE SECTION(S)
TYPE OR PRINT

A. To apply the Deposit to pay, satisfy, or otherwise dispose of the following liens or other charges affecting the Premises:

NYS taxation finance Federal PAYMENT
228,296.34

TO BE SENT TO NY STATE
TODAY (12/15/2010) BY FIRST

together with any interest, penalties and other charges.

NATIONWIDE
TIME OF ESSENCE

B. To hold the said sum as security for the production by Depositor to Depository on or before
_____ (insert date) of the following: [describe documents to be produced or undertaking to be performed]

1. In the event that the Depositor fails to comply with any Depositor's obligations, Depositary may cause compliance therewith to be effected and pay out of the Deposit the amount required to effect compliance including any expense, disbursement and/or counsel fee incurred in connection therewith. Notwithstanding any provision to the contrary, Depositary is authorized without notice to Depositor to accelerate Depositor's performance date at any time that Depositary, in its sole discretion, deems it advisable to do so to protect the title to the insured premises or the marketability thereof.
2. Unless expressly provided in this Agreement otherwise, the Deposit will be held in a non-interest bearing escrow account, which account is subject to rules and conditions of the depository bank and of the FDIC, including a limit of \$250,000 for insured account(s) of taxpayers and depositors, as applicable.
3. Depositary will invoice Depositor and Depositor will pay any service charges at the time the Deposit is deposited with Depositary; provided, however, that the foregoing is not intended to limit Depositary's right to assess any additional service charges for its services under this Agreement as may be provided in this Agreement and under law and regulation.
4. Depositary may deduct from the Deposit any unpaid title charges or other sums due to Depositary and as an inducement to issue its policy of title insurance to its insured. Depositor agrees to pay on demand any deficiency in case the Deposit is not sufficient and further agrees to hold Depositary harmless from any loss or expense it may sustain by reason of such insufficiency.
5. Depositary accepts the Deposit at the request of and for the accommodation of Depositor and as an inducement to issue its policy of title insurance to its insured. Depositor agrees to pay all charges and expenses, including counsel fees, incurred by Depositary by reason of its having accepted the Deposit. Depositary shall have the right to issue reinsurance and indemnifications based on the Deposit. In such event, the Deposit shall continue to be held in accordance with its terms.
6. The Deposit may not be assigned by Depositor.
7. This Agreement constitutes the entire agreement between Depositor and Depositary concerning the Deposit.
8. No modification of any of Depositor's obligations shall be effective unless authorized in writing by Depositary.
9. If the Deposit is taken for more than one purpose, in the absence of agreement to the contrary, the allocation of the funds among the several purposes shall be at the sole discretion of Depositary.
10. Depositor acknowledges that the waiver by Depositary of any particular provision of this Agreement shall not constitute a waiver of any other provision contained herein. Furthermore, in the event that any provision of this Agreement is held to be unenforceable, all other provisions shall remain in full force and effect.
11. Depositary agrees to refund the balance of the Deposit, if any, upon performance of the Depositor's obligations to the satisfaction of Depositary.
12. Depositor agrees that, unless stated otherwise, this agreement, and the money held hereunder, is between Depositor and named Depositary only.

Depositor executes and delivers this Agreement to induce Depositary in its capacity as title insurer to issue its policy or policies of title insurance with respect to the Premises and for other good and valuable consideration.

DEPOSITOR:

Signature

Print Name & Address (use forwarding address, if applicable):

DEPOSITARY:

First Nationwide Title Agency, LLC

Name of Agent

By:

To induce Depositary to enter into this agreement, the undersigned unconditionally guarantees the performance of all the obligations of Depositor.

Print Name

Address



Department of
Taxation and Finance

Civil Enforcement Division - Region 3

December 5, 2016

Claude A Simon
71 Tonjes Rd
Callicoon NY 12723-5729

Re: Case ID #: E-027487543-8

Dear Sir or Madam:

Your case has been referred to this office for enforcement action.

The total of your New York State assessed tax liability with accrued statutory charges is \$228,296.34. This balance reflects penalty and interest charges calculated to 12/15/2016. Additional statutory charges will accrue on any remaining balance after this date.

You are directed to remit payment in full payable to the **Commissioner of Taxation and Finance** by check, certified check or money order to the address below. Enter your Case ID# listed above on your payment.

If you prefer to pay by credit card or electronic funds withdrawal, please visit our Web site at www.tax.ny.gov and select "Make a Payment".

If you have sent full payment within the last 10 days, please disregard this notice. If you sent payment more than 10 days ago, provide proof of payment and mail to the following address:

NYS Assessment Receivables
General Post Office
P.O. Box 4128
Binghamton, NY 13902-4128

If you have any questions, please call 518-300-0425, between the hours of 8:30 - 4:30 Monday thru Friday.

Sincerely,

Tax Compliance Manager