

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

Title No:
Amount of Deposit:
Service Charge
Date:

TN-11710-1111
238,296.34
75.00
12/15/2010

DEPOSIT AGREEMENT

DEPOSITOR

Name:

Charles Henry Publications

Address:

LLC

Premises:

336 E 56th St

City, Town or Village:

NY

NY

Sec

Block

1248

Lot(s)

35

Social Security Number

(“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:

NY S Taxation & Finance ~~Payment~~

238,296.34

To Be Assent To NY STATE
TODAY (12/15/2010) BY FIRST

together with any interest, penalties and other charges.

NATIONWIDE
TITLE OF ASSOCI

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

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

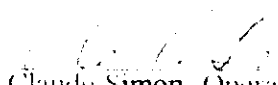
RENT AFFIDAVIT

Re: Loan No. 100018625

Borrower: Charles Henry Properties, LLC

1. Claude Simon, being duly sworn, deposes and says that he is the Operating Manager of Charles Henry Properties, LLC, a New York limited liability company (the "Mortgagor"), and make this affidavit on behalf thereof.
2. Mortgagor is the owner of a certain premises known 336 East 56th Street, New York, New York 10022 (the "Premises").
3. That Mortgagor has obtained a first mortgage loan (the "Loan") from JPMorgan Chase Bank, N.A. (the "Mortgagee") in the amount of ONE MILLION THREE HUNDRED FORTY FIVE THOUSAND AND 00/100 DOLLARS (\$1,345,000.00) encumbering said Premises, to JPMorgan Chase Bank, N.A. as evidenced by loan documents all dated December 15, 2016 as evidence of and as security for said Loan.
4. To the best of my knowledge all scheduled rents submitted at to Lender are true and correct, contain no misleading information and omit no material information, and further that any and all current rents are legally allowable per the governing municipal regulations.
5. Mortgagor hereby certifies that the New York State Division of Housing and Community Renewal, Office of Rent Administration and ETPA filings submitted by Mortgagor to Mortgagee in connection with the Loan are true and correct and not subject to any current or pending overcharge claims, if applicable.
6. Mortgagor hereby agrees to timely file for additional rent increases whenever allowed by applicable rent regulations and whenever commercially prudent.
7. That the deponent(s) make this affidavit on behalf of Mortgagor in order to induce the Mortgagee to accept the Mortgage as valid and sufficient security for the notes, bonds, or obligations secured thereby, and that the Mortgagee has relied on the representations made herein.

CHARLES HENRY PROPERTIES, LLC,
a New York limited liability company

By: 
Claude Simon, Operating Manager

Sworn before me this
15th day of December, 2016

NOTARY PUBLIC

WILLIAM E. WILSON
Notary Public, State of New York
No. 01W16023601
Certified in Nassau County
Commission Expires 04/26/20

VERNON & GINSBURG, LLP


261 MADISON AVENUE

NEW YORK, NEW YORK 10016

WWW.VGLLP.COM

TELEPHONE
212.949.7300

FACSIMILE
212.697.4432

December 15, 2016 

JPMorgan Chase Bank, N.A.
3929 West John Carpenter Freeway
Irving, Texas 75063

Re:
Loan No.:
Borrower: Charles Henry Properties LLC
Premises: 336 East 56 Street, NY, NY

Gentlemen:

We are counsel to Charles Henry Properties, LLC ("Borrower"), and the Borrower is duly qualified and authorized to do business in the State of New York. We have represented Borrower in connection with a loan made by you to Borrower in the principal sum of \$1,345,000.00 on the first mortgage covering the captioned Premises ("Loan").

In this capacity, we have examined the documents and we have deemed necessary for this loan and the following loan documents ("Loan Documents"), and attended the closing of the loan on the premises.

- a) Promissory Note dated December 15, 2016, in the principal sum of \$1,345,000.00 given by Borrower to you;
- b) Mortgage dated December 15, 2016, in the principal sum of \$1,345,000.00 given by Borrower to you with Section 255 Affidavits;
- c) Limited Guaranty dated December 15, 2016, given by Guarantor to you;
- d) Certificate and Indemnity Regarding Hazardous Substances dated December 15, 2016, given by Borrower and Guarantor to you; and

e) The remaining miscellaneous loan and closing documents executed in connection with this transaction

Based upon the foregoing, and upon information and belief to the best of our knowledge, we are of the opinion that:

1. The Borrower has full power and authority to own its property and carry on its business as now being conducted.

2. The Borrower has full power and authority to enter into and perform the Loan Documents executed by it, to pledge collateral and create the security interests and liens provided for in the Loan Documents to be delivered by it, all of which have been duly authorized by all necessary and proper action. No consent or approval (governmental or otherwise) or the taking of any other action is required as a condition to the validity or enforceability of any of the Loan Documents.

3. Each of the Loan Documents has been duly executed and delivered and constitutes the valid and legal binding obligations of the Borrower and/or Guarantor, enforceable in accordance with its respective terms, except to the extent that enforcement thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors rights generally.

4. To the best of our knowledge, there are no actions, suits, investigations or administrative proceedings of or before any court, arbitrator or governmental authority, pending or threatened against the Borrower or any of their respective properties or assets which question the validity of any of the Loan Documents or any action to be taken in connection with the transactions contemplated thereby or will materially adversely effect the ability of the Borrower to perform their obligations under the Loan Documents.

5. The execution, delivery and performance by the Borrower and/or Guarantor of the Loan Documents does not and will not (i) violate any order, decree or judgment, or any provisions of any statute, rule or regulation, domestic or foreign; (ii) violate or conflict with, result in a breach of or constitute (with notice or lapse of time or both) a default under any mortgage, indenture or contract to respective properties are bound or affected; (iii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any property or assets of the Borrower except as contemplated by the Loan Documents.

6. To the best of our knowledge, the Borrower is not in default with respect to any order, writ, injunction or decree of any court or of any Federal State, municipal or other governmental department, commission, board, bureau, agency or authority, domestic or foreign, or in violation of any law, statute or regulation, domestic or foreign, which the Borrower is or any of its respective properties are, subject except for such defaults or violations which in the aggregate will not have a material adverse effect on the business operations or condition, financial or otherwise of the Borrower.

7. To the best of our knowledge, the security interest and liens intended to be created by the Loan Documents have been created, and constitute valid, enforceable and perfected security interests in and liens on the collateral covered thereby, upon the terms therein purported to be granted, free and clear of any and all other liens or encumbrances or any rights, options or claims of any kind.


8. The loan made does not violate the usury laws of the State of New York.

9.. In conducting our examination, we have assumed, without investigation, the genuineness of all signatures, the correctness of all certificates, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such copies, and the accuracy and completeness of all records made available to us by the Borrower. In addition, we have assumed, without investigation, the accuracy of the representations, warranties, and covenants as to factual matters made in the Loan Documents and the accuracy of representations and statements as to factual matters made by officers and employees of the Company.

10. Whenever a statement herein is qualified by "known to us," "to our knowledge," or similar phrase, it is intended to indicate that, during the course of our representation of the Company, no information that would give us current actual knowledge of the inaccuracy of such statement has come to the attention of those attorneys in this firm who have rendered legal services in connection with the representation described in the introductory paragraph of this opinion letter. However, we have not undertaken any independent investigation to determine the accuracy of such statement, and any limited inquiry undertaken by us during the preparation of this opinion letter should not be regarded as such an investigation; no inference as to our knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of our representation of the Company.

11. We express no other opinion other than as stated in this letter.

Sincerely yours,


Darryl M. Vernon
(dvernon@vgllp.com)

CHASE
Wholesale Loan Operations
CUSTOMER CARE 1-877-344-3080

ESCROW ANALYSIS STATEMENT

BORROWING ENTITY	Charles Perry Properties, LLC					
NEW LOAN NUMBER	100010625	OLD LOAN NUMBER				
CLOSING DATE	December 15, 2016					
CLOSER	Rene Gonzalez-Gambon					
EA APPROVED DATE	December 13, 2016					
Agency Name	Parcel / Policy Number	YEARLY AMOUNT	MONTHLY AMOUNT	NEXT DUE DATE	# OF MOS REQUIRED FOR DEPOSIT	AMOUNT REQUIRED FOR DEPOSIT
TAX (currently multi parcel) and/or breakdown by other agency e.g. City, County, School and/or Water Authority, as applicable						
MANHATTAN BORO, (SEMI), NY	1348-35	\$69,676.84	\$5,802.24	6/1/17	2	\$11,604.48
				AMOUNT	MONTH	YEAR
Breakdown by an ABATEMENT as follows:				\$182.34		
INSURANCE (Monthly breakdown of Hazard and/or Flood, as applicable)						
Insurance Comments				AMOUNT	MONTH	YEAR

Monthly Payment: \$ 5,802.24 Total Deposit: \$ 11,604.48
Monthly Payment Start Date: February 1, 2017

- The undersigned (collectively whether one or more in number, "Borrower") understands and hereby acknowledges and agrees to the following:
- 1) The payment of all real property taxes, assessments, insurance premiums and liens and encumbrances on the property are the sole obligation of the Borrower. Except in the extent that JPMORGAN CHASE BANK, N.A ("Lender") collects funds from the borrower for the payment of property taxes, assessments, insurance premiums or other obligations of the borrower, lender shall have no obligation to Borrower to pay any amounts on behalf of the Borrower.
 - 2) The tax amounts on this escrow analysis statement ("Statement") represent the most current information available from the taxing authority and may reflect the last tax amounts paid for each installment of taxes during the previous year. Furthermore, taxes may be adjusted, which could result in an increase in the tax.
 - 3) In some cases, taxing authorities cannot provide current information about the status of payment of taxes and assessments, or current real estate tax bills for the property have not as yet been posted or issued. In such cases, Borrower Shall: (a) determine the amount of current tax payments due (including the payment of any and all interest or late penalties and fees that are payable in connection therewith) and pay such amounts directly to the taxing authority; and (b) provide Lender with evidence of such tax payment.
 - 4) If the taxing authority issues supplemental tax bills, such bills will not be paid from the escrow account and the borrower will be responsible for making the payments for such tax bills directly to the taxing authority.
 - 5) Nothing in this settlement shall in any way alter or limit the obligations of the borrower under the terms of the security instrument, promissory note or any other loan document made in connection with the loan.

For the Borrower, these figures represent the annual tax and insurance amounts plus an estimated increase for the next year.

Borrower Signature

Date

New York State Department of State
Uniform Commercial Code
Filing Data Report

Please note that this record report has been generated by an independent searcher, using the Department of State's Uniform Commercial Code On-Line Database. This report lists filing records on file as of January 10, 2017, 11:59 PM. However, the information contained in this report is NOT an official record of the Department of State and may contain filings filed after this date.

1. Debtors:	CHARLES HENRY PROPERTIES LLC	254 FIFTH AVENUE, 3RD FLOOR, NEW YORK, NY 10001, USA
Secured Party Names:	MORGAN STANLEY BANK N.A.	ONE UTAH CENTER, 201 S MAIN ST, 5TH FLOOR, SALT LAKE CITY, UT 84111, USA

File No.	Filing Date	Release Date	Filing Type	Pages	Image
201303065242042	03/06/2013	03/06/2018	Financing Statement	1	View
201612196488540	12/19/2016	03/06/2018	Termination	1	View
201612198494684	12/19/2016	03/06/2018	Termination	1	View

Back Button

[Back](#)

* Images marked NA are not available on this webpage.

[[Division of Corporations, State Records and UCC Home Page](#)] [[NYS Department of State Home Page](#)]

447116

2016 Dec 19 AM11:28

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, USA	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 201303065242042 Filedate: 06-MAR-13

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 ☒ 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: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ **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 7d-7g (if applicable).
6. **CURRENT RECORD INFORMATION:**
- | | | | | |
|---|----------------------------|------------|-------------|--------|
| 6a. ORGANIZATION'S NAME Charles Henry Properties, LLC | | | | |
| OR | 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 |
| | | | | | <input 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.

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 CHARLES HENRY PROPERTIES, LLC, BY CLAUDE SIMON | | | | |
| OR | 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
10. **OPTIONAL FILER REFERENCE DATA**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 18772 - MORGAN STANLEY BANK	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	56907769 NYNY
File with: Secretary of State, NY	

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 201612196488540
File Date : 19-Dec-2016

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 201303065242042 3/6/2013 SS NY		1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.	
2. <input checked="" 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 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 <u>and</u> provide appropriate information in items 8 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 8b. <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 Charles Henry Properties LLC			
OR	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. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION 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.			

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 Morgan Stanley Bank N.A.			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
10. OPTIONAL FILER REFERENCE DATA Debtor Name: Charles Henry Properties LLC 56907769 7540428449 7540428449			

iLien Cover Page

Date Printed: 12/19/2016

Debtor:

Charles Henry Properties LLC
254 Fifth Avenue, 3rd Floor
New York, NY 10001

bill code: 7540428449

loan num: 7540428449

REF3:

REF4:

Ref5:

Ref6:

Ref7:

Law Firm Bill Code:

iLien File #: 63664909

Order Confirmation #: 56907769

UserID: 157749

UserName: NICOLE RUISI

Number of Collateral Pages Attached: 0

Transaction Type: Termination

Jurisdiction: NY, Secretary of State

Broker Invoice

Date: December 12, 2016	Property Address: 336 E 56th St., New York NY 10022
Company: Marcus & Millichap Capital Corporation	
Borrower: Charles Henry Properties, LLC	Loan Amount: \$ 1,345,000.00

Please accept this as our broker invoice for the following fee for the above referenced loan.
Wire is the preferred method of payment.

Please send wire to: Comerica Bank
250 Lytton Avenue
Palo Alto, CA 94301

ABA Routing Number: 121137522

For Credit to: Marcus & Millichap Capital Corporation
Reference: ID 18531-033 / 336 E 56th St., New York NY
23975 Park Sorrento, Suite 400
Calabasas, CA 91302
Account Number: 1894825387

OR MAIL TO

Marcus & Millichap Capital Corporation
Attention: Stephen Filippo
260 Madison Avenue, 5 th Floor
New York, NY 10016
Tax Payer ID: #77-0108851

A. Broker Commission of -	\$13,450.00
B. Processing Fee of -	\$1,000.00
Total Amount Due upon Recording -	\$14,450.00

Submitted By: Loan Originator: Stephen Filippo / Kyle Young / Christopher Marks
Marcus & Millichap Capital Corp.
Office Address: 260 Madison Avenue, 5th Floor, New York, NY 10016
Phone: (212) 430-5100

Sr. Processor: Sarah Maynard
Marcus & Millichap Capital Corp.
333 West Wacker Drive, Suite 200, Chicago, IL 60606
(312) 327-5477 main / (312) 277-6465 fax
sarah.maynard@marcusmillichap.com

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this form. Do not leave this line blank.
Charles Henry Properties, LLC, a New York limited liability company

2 Business name (or disregarded entity name, if different from above)

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P**
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
534 West 42nd Street Apt 8

6 City, state, and ZIP code
New York, NY 10036

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[] - [] - [] [] [] [] [] [] [] []
or
Employer identification number
4 6 - 1 5 5 6 9 4 5

Part II Certification
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here
Signature of U.S. person ▶ *[Signature]*
Date ▶ *12/15/2016*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity filing Form W-9 requests that the requester provide the information to the IRS and other government agencies (a taxpayer identification number (TIN) which may be your social security number (SSN), an individual taxpayer identification number (ITIN), an adoption taxpayer identification number (ATIN), or employer identification number (EIN), or report on an optional description of the account payment, or other account-related data, and an optional backup withholding exemption code, if any, and is not subject to the following:

- Form 1099-INT (interest named or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098 T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim an exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that you are not an exempt payee of any payment type income from a U.S. financial institution or subject to the withholding tax on foreign portfolio income of the body corporate/individual.

4. Certify that the FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting, is correct. See *What is FATCA reporting?* on page 3 for further instructions.

Loan No.: 100018625



LENDER'S CLOSING INSTRUCTIONS

To:

Lynch & Associates
ATTN: John Hogan
462 Seventh Avenue
12th Floor
New York, NY 10018
Phone: (631) 547-1000
Fax: (631) 547-1001

To:

AMTRUST TITLE INSURANCE CO
ATTN: TBD TBD
First Nationwide Title
220 East 42nd St, Ste 3105
New York, NY 10017
Phone: (212) 499-0100
Fax: (212) 499-0600

**Please forward required items to
Lender's Closer at:**

JPMorgan Chase Bank, N.A.
CTL Closing Department
14800 Frye Rd
Floor 02
Fort Worth, TX 76155-2732
ATTN: Rene F Gonzalez-Gamboa
Fax: (855) 814-7876
Tel: (817) 399-6549
Email:
rene.f.gonzalez-gamboa@jpmorgan
.com

Date: 12/15/2016

Loan No.: 100018625

Escrow No.: FN-12710-NY

Title Company: AMTRUST TITLE INSURANCE CO

Title Order No.: FN-12710-NY

Estimated Closing Date: 12/15/2016

Property Type: Apartment

Property Address:

336 East 56th Street
New York, NY 10022

Borrower:

Charles Henry Properties, LLC, a New York limited liability company

The following are JPMorgan Chase Bank, N.A.'s ("**Lender**") closing instructions ("**Instructions**") to you in connection with a \$1,345,000.00 loan ("**Loan**") by Lender to the party or parties named as Borrower above ("**Borrower**"). The Loan is to be secured by the property ("**Property**") that is the subject of the title commitment or preliminary title report issued by the title company named above ("**Title Company**") under the title order number shown above and dated September 27, 2016, as it may be amended from time to time ("**Title Report**"). By executing these Instructions, the Title Company named above ("**Title Company**") and the Escrow Company or Closing Attorney named above ("**Escrow Company**" or "**Closing Attorney**") agree to comply with and abide by these Instructions.

Loan No.: 100018675

1. **Loan Documents.** Lender deposits with you, in trust, the loan documents listed on Attachment 3 ("**Loan Documents**"). The enclosed mortgage, deed of trust or similar security instrument ("**Security Instrument**"), together with any other Loan Documents that are to be recorded, are referred to as the "**Recordable Loan Documents.**"

2. **Loan Funds.** Lender will provide Title Company, or Closing Attorney if applicable, by wire transfer some or all of the proceeds of the Loan ("**Loan Funds**") for disbursement by Title Company, or Closing Attorney if applicable, strictly in accordance with these Instructions. Title Company may not disburse any Loan Funds to Escrow Company and Escrow Company shall not be permitted to receive or disburse any Loan Funds. Any Loan Funds received by Escrow Company must be returned to Title Company for disbursement in accordance with these Instructions.

3. **Conditions Precedent to Closing.** The following conditions must be satisfied before you are authorized to release the Loan Funds ("**Closing**") or to deliver the Recordable Loan Documents to the appropriate recording office for recording in the jurisdiction where the Property is located ("**Recorder's Office**"):

(a) **Execution of Loan Documents.** All of the Loan Documents must have been properly executed and, where required, acknowledged before a notary public in accordance with applicable laws (as may be amended from time to time). You assume full responsibility if the Loan Documents are not executed in accordance with these Instructions. With regard to the execution and completion of the Loan Documents:

(i) They must be executed in blue ink (unless another color is required by applicable law or recording office requirement) exactly as shown in the signature blocks.

(ii) **They must be executed in your presence (or in the presence of a duly authorized notary authorized by Title Company or Escrow Company) and not released** from Title Company or Escrow Company or from your possession for signature or for any other purpose, unless you are otherwise directed in writing by Lender.

(iii) They must be signed personally by the parties named in the Loan Documents unless the signature block in the Loan Documents provides for signature by power of attorney. Lender will not accept any signatures under power of attorney unless Lender has so notified you in writing prior to Closing.

(iv) You must confirm that:

(A) All blanks in the Loan Documents have been completed;

(B) The legal description of the Property has been attached to all Recordable Loan Documents and to the Certificate and Indemnity Agreement Regarding Hazardous Substances; and

(C) All exhibits, addenda and schedules have been attached to the appropriate Loan Documents.

(v) You must ensure that each applicable signatory has executed all addenda attached to the Loan Documents, in addition to the signature page of the main body of each Loan Document.

(vi) You are not authorized to accept or make any changes to any of the Loan Documents without the written consent of Lender.

Loan No.: 100018625

(b) Property Taxes. Unless otherwise approved by Lender in writing, you must have confirmed that all property taxes and assessments with respect to the Property have been paid (or that you collect and pay them to the applicable taxing authority concurrently with Closing) to the extent such taxes are due and payable as of the Closing.

(c) Loan Documents Delivered to Lender. Immediately after signing, you must send to Lender at the address set forth above, by overnight delivery via a nationally-recognized overnight courier service, fully-executed originals of all Loan Documents that are not to be recorded, together with a copy of each fully-executed Recordable Loan Document. In addition, immediately after the Loan Documents have been executed and prior to Closing, you must fax or scan and email to Lender a complete copy of the fully-executed promissory note (including any addenda) and portions of other Loan Documents as more fully described in **Attachment 3** together with a fully-executed Closing Attorney's Certification in the form set forth in **Attachment 3**.

(d) Title Policy. Title Company must be irrevocably committed to issue to Lender a policy of title insurance insuring the Security Instrument ("**Title Policy**") that strictly complies with all the requirements on **Attachment 2**, and to deliver the original Title Policy to Lender at Closing.

(e) Approved Settlement Statement. Lender must have approved your settlement statement showing the manner in which the Loan Funds are to be disbursed at Closing ("**Approved Settlement Statement**"). The Approved Settlement Statement must incorporate and itemize all disbursements, including fees, costs and property taxes to be paid from the Loan Funds, as set forth on **Attachment 1**. You agree that (i) any cash out to Borrower may only be disbursed to an account of Borrower or by check payable to Borrower (named as payee on such check exactly as Borrower's name appears on the fully-executed promissory note) and (ii) any wire transfer instructions or other instructions you accept regarding the manner in which such cash out is to be paid by you must be signed by Borrower exactly as Borrower signs the fully-executed promissory note.

(f) Notice of Other Transactions. If you have knowledge of a concurrent or subsequent transaction with respect to the Property or Borrower that is not expressly contemplated by these instructions (including but not limited to another secured or unsecured loan to Borrower, another lien or encumbrance on the Property, or a sale or other transfer of any interest in the Property or in Borrower), you must advise Lender and must not proceed with Closing without further written instructions from Lender regarding such other transactions.

(g) Closing Protection Letter. If you are an agent of the underwriting title insurer issuing the Title Policy and are not the underwriting title insurer itself, then, to the extent it may be legally issued in the applicable state, you must confirm that a *fully-executed* closing protection letter from the underwriting title insurer, satisfactory to and in favor of Lender, has been delivered to Lender prior to the time Lender wires the Loan Funds. Whether or not such closing protection letter is issued, Title Company hereby agrees to indemnify Lender for any losses damages, claims, costs and amounts, including, but not limited to, legal fees incurred by Lender as a result of or relating to the disbursement of Loan Funds and the execution and handling of the Loan Documents in violation of these Instructions. If such a closing protection letter may not legally be issued in the applicable state, you must obtain and deliver to Lender an agent authorization letter from the underwriting title insurer, which letter must be satisfactory to Lender.

(h) Final Approval. You are not to record or permit to record any Loan Document or to release any Loan Funds deposited with you by Lender without receiving final written approval (which may be by email or fax) from Lender ("**Final Approval**").

4. Delivery of Loan Funds. Lender will deliver the Loan Funds to Title Company, or Closing Attorney if applicable, for disbursement pursuant to these Instructions and the Approved Settlement Statement only after all conditions to Closing set forth above (other than Final Approval) or otherwise given to you in writing have been satisfied or waived by Lender in its sole discretion. **At no time shall Title Company or Closing Attorney disburse any Loan Funds to any escrow company, Borrower's attorney or any other person or entity in delegation of Title Company's or Closing Attorney's duties under these Instructions. If any unauthorized disbursement is made in violation of these Instructions, Title Company, or Closing Attorney if applicable, shall indemnify Lender for any and all losses, damages, claims, costs and amounts, including, but not limited to, legal fees incurred by Lender as a result of or relating to such unauthorized disbursement.**

5. Acceptance of Instructions. You must fax or scan and email a copy of these fully-executed Instructions to Lender prior to Closing. If you fail to do so, your act of releasing any of the Loan Documents, recording any of the Recordable Loan Documents, or disbursing any Loan Funds shall, in each case, constitute your agreement to be bound by all the terms and conditions of these Instructions. If the Title Policy does not comply with these Instructions, it shall be deemed to be modified so as to be strictly consistent with these Instructions.

6. Closing Procedures. When you are ready and authorized to proceed with Closing pursuant to these Instructions, you are to deliver or cause to be delivered the Recordable Loan Documents to the Recorder's Office for recording and disburse the Loan Funds in accordance with these Instructions and the Approved Settlement Statement. The Security Instrument must be recorded prior to the recording of any other Recordable Loan Documents. Immediately after delivery for recording, one conformed copy of each Recordable Loan Document (each of which must show all recording data that is then available), must be sent to Lender in the same manner as set forth in the first sentence of paragraph 3(c) above.

7. Miscellaneous.

(a) No Billings to Lender. Lender is to incur no expense in connection with the closing of the Loan.

(b) Modification or Withdrawal. At any time prior to Closing, Lender reserves the right: (i) to modify these Instructions; (ii) to withdraw or modify any documents submitted in connection with the Loan; or (iii) to withdraw all or any portion of the Loan Funds delivered to you. These Instructions may be amended or waived only in writing by Lender.

(c) Failure to Close by End of Day. If for any reason Closing does not occur by 3:00 p.m., Central time, on the day you receive the wire transfer of the Loan Funds, you must notify Lender of that fact on that day by telephone or email and must request instructions as to whether such Loan Funds are to be returned to Lender.

(d) Other Instructions. You are authorized to comply with instructions submitted to you by other parties so long as they do not conflict with these Instructions.

Loan No.: 100018625

(e) Incorporation by Reference. All attachments to these Instructions are made a part of these Instructions.

(f) Counterparts; Electronic Transmission. These Instructions may be executed in any number of counterparts and by different parties on different counterparts, all of which will constitute one and the same agreement. Delivery of a copy of these Instructions with a party's signature by fax, scan and email or other electronic means will have the same effect as delivery of a manually-signed original by that party.

Very truly yours,

JPMorgan Chase Bank, N.A.

Dated: _____

By: _____

Rene F Gonzalez-Gamboa

Loan No.: 100018625

Lynch & Associates

Dated: 12/15/2016

By: 

John Hogan

Stephen Chen

AMTRUST TITLE INSURANCE CO

Dated: 12/15/2016

By: 

TBD TBD

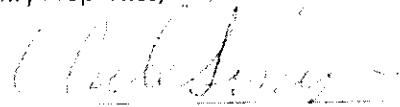
BORROWER ACKNOWLEDGMENT AND CONSENT

Borrower consents to and joins in these Instructions, including the calculation of the net Loan Funds set forth in **Attachment 1**. By executing these Instructions, Borrower agrees that the full amount of the Loan shall be considered to be disbursed to Borrower as of the date that Lender initiates the wire transfer of the Loan Funds to the closing escrow (the "**Wire Date**"). From and after the Wire Date, the full amount of the Loan shall be evidenced by the Note and bear interest at the interest rate provided in the Note; provided, however, that release of the Loan Funds shall remain subject to any and all conditions set forth in these Instructions and in any commitment for the Loan issued by Lender.

If Closing does not occur and the Loan Funds are not returned to Lender by the end of the day on the Wire Date, Borrower shall pay Lender interest on the full amount of the Loan from the Wire Date through the date the Loan Funds are returned to Lender in immediately available funds. Borrower shall pay such interest, at the rate provided in the promissory note for the Loan and in immediately available funds, within ten days after written demand by Lender.

BORROWER:

Charles Henry Properties, LLC, a New York limited liability company


By: Claude Simon, Operating Manager

Loan No.: 100018625

ATTACHMENT 1

Deductions from Loan Funds

Estimated Loan Deductions:		Sales Price	<u>\$0.00</u>
Application Fee	\$0.00		
Rate Lock Fee	\$0.00		
Rate Lock Ext. Fee	\$0.00	Loan Amount	\$1,345,000.00
Commitment Letter Fee	\$0.00	Prepaid Fees (Credit to Borrower):	
Commitment Ext. Fee	\$0.00	Application	\$0.00
Non-Standard Doc Fee	\$0.00	Rate Lock	\$13,450.00
Inter. Credit Report Fee	\$0.00	Rate Lock Ext.	\$0.00
Attorney Fee	\$0.00	Commitment Letter	\$0.00
Appraisal Fee	\$0.00	Commitment Letter Ext.	\$0.00
Environmental Fee	\$0.00	Non-Standard Doc	\$0.00
Engineering Fee	\$0.00	Inter. Credit Report	\$0.00
*Processing Fee	\$0.00	Attorney	\$0.00
Document Preparation Fee	\$0.00	Appraisal	\$0.00
Redraw Fee	\$0.00	Environmental	\$0.00
Wire Fee	\$25.00	Engineering	\$0.00
UCI Fee	\$0.00	Other	\$3,362.50
Tax Service Fee	\$95.00	Total Prepaid Fees	\$16,812.50
Flood Certification Fee	\$0.00	Interest at \$121.4236 per day	
Credit Report Fee	\$0.00	from 12/15/2016 to 01/01/2017	-\$2,064.20
Courier/Exp. Delivery Fee	\$0.00	(Interest is charged on the full amount of the Loan	
Loan Origination Fee	\$0.00	from date of disbursement by Lender as provided	
Historical Env. Report Fee	\$0.00	herein)	
Other	\$0.00	Total Estimated Loan Deductions	-\$120.00
Total Estimated Loan Deductions:	<u>\$120.00</u>	(see detail at left)	
* Includes applicable auto-pay credit			
2Mos. Tax and Frontage @ \$5,802.24	=	\$11,604.48	
Mos. Flood Ins. @ \$0.00	=	\$0.00	
Mos. Hazard Ins. @ \$0.00	=	\$0.00	
Replacement Reserves	=	\$0.00	
Total Estimated Impounds		-\$11,604.48	
Estimated Net Proceeds Before Holdback/CD Pledge/Deposit Account		\$1,348,023.82	
Holdback/CD Pledge/Deposit Account		-\$0.00	
Estimated Net Loan Proceeds For Disbursement		\$1,348,023.82	

IF YOU HAVE QUESTIONS ON THE ABOVE CHARGES, PLEASE CALL LENDER'S CLOSER PRIOR TO CLOSING.

ATTACHMENT 2

Title Policy Requirements

The Title Policy to be issued by Title Company pursuant to these Instructions must comply with the following requirements:

1. General Requirements.

(a) Rating of Insurer. The Title Policy must be issued by a title insurance company that has received a "Financial Stability Rating" of "S" or better or a "Statutory Accounting Rating" of "C" or better from Demotech, Inc., or a rating of "C" or better from Lacle Financial Corporation.

(b) Policy Form. The Title Policy must be issued using the American Land Title Association ("ALTA") 2006 form with extended coverage or, if the ALTA 2006 form may not legally be issued in the state where the Property is located, the form commonly used in that state providing similar coverage acceptable to Lender.

(c) Policy Number and Signatures. Each page of the Title Policy, including any Endorsements (as defined below) must show the policy number of the Title Policy. The Title Policy and each Endorsement must be signed by an appropriate officer of Title Company.

(d) Plat Map. The Title Policy must include a plat map for the Property, if available.

(e) DELIVERY OF ORIGINAL TITLE POLICY. TITLE COMPANY MUST FORWARD THE ORIGINAL TITLE POLICY DIRECTLY TO LENDER AT THE FOLLOWING ADDRESS AT CLOSING:

JPMorgan Chase Bank, N.A.
Post-Closing
P.O. Box 9011
Coppell, TX 75019-9011

2. Schedule A Requirements.

(a) Effective Date. The Title Policy coverage must be effective on the date that the Loan Funds are disbursed to or for the benefit of Borrower ("**Closing Date**"); however, the Title Policy, when issued, must be dated as of the date of the recordation of the Security Instrument or the Closing Date. Where recordation of the Security Instrument occurs after the Closing Date, the Title Policy must insure against any matters created or attached between Closing and recordation of the Security Instrument.

(b) Identification of Lender, Borrower and Loan Number. Schedule A to the Title Policy must: (i) name "**JPMorgan Chase Bank, N.A. and its successors and assigns**" as insured; (ii) show title to the insured estate in the Property vested in Borrower in the exact name shown for Borrower in the Security Instrument; and (iii) contain a reference to Lender's loan number for the Loan, as set forth on page 1 of these Instructions.

(c) Estate Insured; Legal Description. The Title Policy must correctly identify the estate or interest of Borrower in the Property, which must be a fee simple or, if approved by Lender in writing, a leasehold estate. All appurtenant easements must be shown as separate, insured parcels. The Title

Loan No.: 100018625

Policy must contain an accurate and complete legal description of the Property, which must be identical to the legal description in the Security Instrument.

(d) Insured Amount. The Title Policy must have an insured amount of \$1,345,000.00 (100% of the Loan amount).

(e) Tax Parcel Number. The Title Policy must include the assessor's parcel number or equivalent tax parcel number for each parcel of the Property.

3. Schedule B Requirements.

(a) Exceptions in Schedule B-I. All standard exceptions must be deleted and the Title Policy must be free of encumbrances or exceptions senior to the lien of the Security Instrument other than:

(i) general and special taxes, which must be described in the Title Policy as a lien not yet delinquent;

(ii) the rights of tenants in possession, which exception must be described in the Title Policy as ***"the rights of tenants in possession, as tenants only"***; and

(iii) the exceptions noted in the following numbered paragraphs of the Title Report: <none> (the ***"Exceptions"***); provided, however, that John Hogan, as closing attorney for Lender, must approve and confirm that each of the Exceptions is of a type generally acceptable to institutional lenders in the area where the Property is located or must amend the list of Exceptions to eliminate (or to require that the Title Policy affirmatively insure over) any that are not of that type.

Prior to Closing, Title Company must search for all judgment liens, tax liens and other liens of record against the Property as of the Closing (whether senior or subordinate to Lender's lien). Copies of all such liens must be submitted to Lender prior to Closing. No liens or other matters senior or subordinate to Lender's lien may be shown in the Title Policy (whether on Schedule B-I or B-II) without Lender's prior written consent.

(b) Exceptions in Schedule B-II. No secured financing on the Property subordinate to the Security Instrument is permitted. Any lease in the Property that is subject to a recorded subordination, nondisturbance and attornment agreement; lease subordination agreement; or similar agreement must be shown on Schedule B-II rather than Schedule B-I.

(c) Survey Exception. Any survey exception in the Title Report must be removed from the Title Policy or insured over in a manner approved in writing by Lender unless otherwise agreed by Lender in writing. A survey of the Property acceptable to Lender and Title Company will be required if such a survey is necessary to eliminate or insure over all survey exceptions.

4. Requirements for Endorsements.

(a) Required Endorsements. The Title Policy must be issued with the following endorsements (***"Endorsements"***), or the closest equivalent endorsement or affirmative insurance legally available in the state where the Property is located for the form of title insurance policy issued pursuant to these Instructions:

ALTA 6-06 (variable rate)

Loan No.: 100018625

ALTA 9-06 (lender's comprehensive)(if affirmative insurance is obtained in lieu of ALTA 9-06, do not accept limited search and obtain affirmative insurance to cover all CC&Rs regardless of date)

ALTA 8.1-06 (environmental lien)¹

NY mortgage recording tax endorsement

NY standard endorsement

In addition, the following endorsements must be included if applicable:

(i) Access by Appurtenant Easement. If one of the insured parcels described in the legal description attached to the Security Instrument is an appurtenant easement providing access to the Property, the Title Policy must contain a form ALTA 17.1-06 (access by appurtenant easement) endorsement.

(ii) Deletion of Arbitration Clause. If the form of the Title Policy contains an arbitration clause, the arbitration clause must be deleted or waived by endorsement.

(iii) Subdivision/Legal Parcel. If the legal description of the Property is a metes and bounds description or includes a portion of a platted lot, a subdivision/legal lot endorsement (CLTA 116.7 or equivalent) must be issued.

(b) Form of Endorsements. Each of the Endorsements must be on the unmodified standard form of the applicable endorsement (except for the completion of blanks).

¹ If the Property is used primarily for nonresidential purposes, and you are not prohibited from doing so by the laws of the state where the Property is located, you must remove any limitation in the environmental lien endorsement that makes the endorsement effective only if the land is used primarily for residential purposes (or any similar limitation).

Loan no. 100018625

ATTACHMENT 3

List of Loan Documents and Closing Attorney Certification

**VERIFY THAT YOU ARE IN RECEIPT OF EVERY DOCUMENT CHECKED BELOW AND
NOTIFY LENDER'S CLOSER IMMEDIATELY IF YOU ARE MISSING ANYTHING.**

- ☒ *Lender's Closing Instructions
- ☒ Conditions (Exhibit A)
- ☒ *Promissory Note
- ☒ *Prepayment Addendum
- ☒ *Floor Addendum
- ☒ *Full Guaranty
- ☒ *Mortgage/Deed of Trust or other form of Security Instrument
- ☒ *Certificate and Indemnity Agreement Regarding Hazardous Substances
- ☒ *Acknowledgment of Insurance Requirements
- ☒ Loan Information Letter
- ☒ O & M Instructions and form of Operations and Maintenance Plan
- ☒ *Escrow Analysis
- ☒ *W9
- ☒ *Mixed Use Addendum

Fax or email before Closing:

* = All pages

** -- First, second and signature pages

*** = First and signature pages

See Closing Attorney Certification for complete instructions.

Closing Attorney Certification

The undersigned, acting as closing attorney for Lender for the Loan, hereby certifies that:

(i) the undersigned has reviewed the final Loan Documents listed in this Attachment 3 and the final Loan Documents are consistent with and conform to the terms and conditions of the Commitment Letter/Exhibit A (Conditions) listed above (and any supplementary written approvals) provided to the undersigned;

(ii) all of the Loan Documents have been executed and delivered by Borrower and any other parties thereto;

(iii) copies of the fully-executed documents listed above with one or more asterisks have been faxed or scanned and emailed to Lender prior to Closing according to the following instructions: all pages for documents marked with one asterisk (*); first, second and signature pages only for documents marked with two asterisks (**); and first and signature pages only for documents marked with three asterisks (***);

(iv) complete copies of the documents listed above with two or three asterisks, or with one number sign (#), together with copies of the first and signature pages of the documents listed above with two number signs (##), shall be faxed or scanned and emailed to Lender immediately after Closing;

(v) immediately after signing, all of the executed original Loan Documents that are not Recordable Loan Documents and a copy of each of the Recordable Loan Documents shall be promptly sent to Lender by overnight delivery via a nationally-recognized courier service; and

(vi) the undersigned has obtained the irrevocable commitment of the Title Company to issue the Title Policy (or, if possible, the final Title Policy) in the form required by these Instructions.

This Closing Attorney Certification does not constitute a legal opinion by the undersigned and should not be relied upon as such.

By.  _____

CONDITIONS/REQUIREMENTS
(EXHIBIT A)

Date: 12/15/2016

- (1) Claude Simon must sign lender's form of repayment guaranty and environmental indemnity agreement.
- (2) If a Dry cleaner is a tenant, Borrower affirms that all dry cleaning is performed off site.
- (3) The full balance of the taxes owed to New York State by Claude Simon as indicated on the payoff statement must be paid at closing from the loan proceeds.
- (4) This is a recourse loan.
- (5) Property tax escrow account (non-interest bearing) to be established and maintained with lender for the term of the loan. Tax information must be received prior to drawing loan documents. Refer to loan documents for more details.
- (6) UCC-1 Financing Statement will be filed electronically by lender once the loan closes.
- (7) A sample of an Operations and Maintenance Plan will be provided with loan documents .
- (8) At least five days prior to funding lender must receive evidence of hazard insurance that satisfies lender's insurance requirements. Refer to Summary or Acknowledgement of Insurance Requirements.
- (9) Lender to pay New York Special Additional Mortgage Recording Tax in the amount of \$3,362.50
- (10) For a refinance loan, any cash out proceeds due to borrower(s) in connection with the loan will be disbursed, at closing, to a deposit account in the name of the borrowing entity(ies) or by check made payable to the borrowing entity(ies). If the borrowing entity is a trust, the deposit account must be in the name of the trustee(s) of the trust on behalf of the trust.
- (11) No subordinate financing permitted without prior written consent of lender.
- (12) After the initial fixed interest rate period of the loan, the interest rate will never be less than 2.50% per annum.
- (13) Loan documents may not be executed in the state of Florida without prior approval of lender. Any exception to this requirement must be approved by lender's closing department prior to funding.

Loan No.: 100018625

- (14) Prior to funding, applicant must provide a completed, signed and dated W-9 IRS Form for Charles Henry Properties, LLC.
- (15) The loan is subject to a prepayment premium of 5%, 4%, 3%, 2% and 1% of the amount prepaid during each of the first five loan years. Other prepayment restrictions apply. Refer to the loan documents for details. The prepayment terms are subject to change if the loan program is changed.



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 - 3:30 Monday thru Friday.

Sincerely,

Tax Compliance Manager

Loan No.: 100018625



Date: 10/20/2016

Charles Henry Properties LLC
336 East 56th Street
New York, NY 10022

RE: 336 East 56th Street
New York, NY 10022
A 7 Unit Apartment

Thank you for coming to JPMorgan Chase Bank, N.A. for your Apartment loan. We are interested in the opportunity to consider an application for \$1,345,000.00 financing for the above property on the proposed terms outlined in the attached Application Fee Agreement and subject to further analysis and due diligence. We invite you to submit an application so that we may make a detailed assessment.

If you are interested in proceeding and applying for the proposed loan, please execute and return the enclosed documents to us, along with the following:

1. Executed Application Fee Agreement (see attached)
2. Any fees specified in the Application Fee Agreement
3. A completed loan application package

Please complete, sign, and return the Debit Authorization: Application Fee/ Rate Lock Form provided; or, if you are making your payment by check, please make your check payable to JPMorgan Chase Bank, N.A. We need to receive this information within 14 calendar days from the date of this letter. If we do not receive it by that time, we will be unable to give further consideration to your inquiry.

Should you have any questions while completing the Application Fee Agreement or loan application package, please contact your Client Manager. We appreciate your giving us this opportunity to assist you with your financing needs.

Sincerely,

JPMorgan Chase Bank, N.A.

JPMorgan Chase Bank, N.A.
Robert Caliguri • 1985 Marcus Avenue, 1st Floor, New Hyde Park, NY 11042
Phone (516) 574-6605 • Fax (302) 419-2727





APPLICATION FEE AGREEMENT 6 MONTH LIBOR INDEX

This Application Fee Agreement ("Agreement") is dated this 20th day of October, 2016, by and between the undersigned applicant ("Applicant") and JPMorgan Chase Bank, N.A. ("Lender").

1. Based upon preliminary information provided by Applicant, and subject to the terms of this Agreement, Lender is interested in considering the opportunity to provide adjustable interest rate financing, after a fixed rate period, on the following property (the "Property"):

336 East 56th Street
New York, NY 10022

2. Lender invites the Applicant to submit a completed loan application package (collectively, "Loan Application"), so that we may make a detailed assessment. A final credit decision will be made only after Lender's receipt of a completed Loan Application, property appraisal, and any other required reports or documentation applicable to the Property or Applicant as Lender deems necessary. The proposed loan will be secured by the Property. The proposed loan terms may include a prepayment premium clause as well as other terms and conditions Lender may require. Current pricing and terms for the proposed loan are shown below, including the interest rate and interest rate cap, if the interest rate were locked on the date of this Agreement. The interest rate and interest rate cap are subject to change without notice unless and until the interest rate is locked by both Applicant and Lender executing Lender's form of rate lock agreement. The proposed Loan Amount may be adjusted by Lender in its sole discretion at final underwriting or when locking the interest rate. Any rate lock is subject to all the terms and conditions of the rate lock agreement. If no rate lock agreement is entered into, the interest rate and interest rate cap are subject to change until loan closing.

Initial Interest Rate: 3.26000%

Initial Interest Rate is fixed for 60 month(s) ("Fixed Rate Period"). The Interest Rate will then adjust immediately and will continue to adjust every 6 months thereafter.

Loan Amount: \$ 1,345,000.00

After Fixed Rate Period, Interest Rate will be 6 MONTH LIBOR Index plus Margin of 2.25000%, subject to a 1% per adjustment interest rate limit. (This limit is not applicable to the first adjustment if the Fixed Rate Period is 12 months or longer.)

Term: 360 months

Lifetime Interest Rate Cap: 9.50000%

Loan No.: 100018625

Payment based on a(n) 360-month
amortization

Monthly payments are fixed for the first 60 monthly
payments. The monthly payment will then adjust
with the next payment and continue to adjust every 6
months thereafter.

Loan Origination Fee: 0.00000%

Other Lender Fees (estimated):
\$0.00

LIBOR Index: The LIBOR Index is the rate for borrowed funds in the interbank market in London in United States dollars for maturities of six months, rounded to the nearest one-thousandth of one percentage point (0.001%) as of the relevant date of determination, as determined by Lender based upon the London Interbank Offered Rate as administered by the ICE Benchmark Administration (or any other entity that takes over administration of such rate). Any LIBOR Index less than zero shall be deemed to be zero for purposes of the proposed loan.

Interest Accrual: Interest and payments on the proposed loan will be calculated on the basis of a 360-day year consisting of 12 months of 30 days each, with certain limited exceptions as provided for in the promissory note evidencing the proposed loan. In this Agreement, the term "per annum" means a year deemed to be comprised of 360 days.

3. The environmental condition of the Property must be satisfactory to Lender.

4. Concurrently with the execution of this Agreement, Applicant shall pay to Lender a fee (the "Application Fee") in the amount of \$13,450.00. Such Application Fee, less any costs incurred by Lender in connection with the Loan Application regardless of whether a specific fee for each cost incurred was prepaid or identified in this Agreement, is refundable if the proposed loan is denied and is non-refundable if the Loan Application is withdrawn or Applicant fails to respond to requests for information. The Application Fee will be applied as a credit to the borrower at closing in the event the proposed loan is approved and funded.

5. Concurrently with the execution of this Agreement, Applicant shall prepay to Lender the following fees described in this Agreement:

Application Fee	\$13,450.00
Non-refundable estimated appraisal and/or review fee	\$0.00
Non-refundable estimated attorneys' fees	\$0.00
Non-refundable estimated engineering fee	\$0.00
Non-refundable estimated international credit fee	\$0.00
TOTAL:	<u>\$13,450.00</u>

6. In connection with any proposed refinance loan, cash out proceeds to be paid to Borrower will be disbursed either to a deposit account in the name of, or by check made payable to, the Borrower. If the Borrower is a trust, any deposit account must be in the name of the trustee(s) of the trust on behalf of the trust.

7. Neither this Agreement nor any rate lock agreement Lender may enter into with Applicant constitutes a commitment or agreement to make a loan or if a loan is granted, to make a loan at these rates or on these terms and conditions. This Agreement shall not be construed as an agreement to make the Applicant a loan pursuant to the above-referenced terms, but is provided only to assist the parties in the determination to commence the application process.

8. This Agreement shall be construed in accordance with the laws of the state where the Property is located.

9. Lender makes no representations or warranties of any kind or nature with respect to any appraisal, environmental report, soils report, engineering report or other report or study obtained by Lender in connection with the Loan Application and Applicant shall have no right to rely on any such report or study.

10. This Agreement is the only agreement of the parties as of the date hereof with respect to the subject matter of this Agreement. No oral agreements or promises have been entered into or provided with respect to this Agreement. This Agreement shall not be modified except by an instrument in writing executed by Lender and Applicant.

11. This Agreement may be delivered by fax, e-mail or other electronic means. The name of Lender's Authorized Officer on this Agreement will have the same effect as delivery of a manually-signed original of this entire Agreement executed by Lender. Lender need not deliver to Applicant a copy of this Agreement signed by Lender in order for this Agreement to be binding on Applicant.

SEE ATTACHED CONDITIONS/REQUIREMENTS (EXHIBIT A).

[Remainder of this page intentionally left blank]

Loan No.: 100018625

This Agreement will be effective as of the date hereof upon receipt by Lender of a copy executed by Applicant within fourteen (14) days of the date of this Agreement.

"Lender"

JPMorgan Chase Bank, N.A.

By: Robert Caliguri

Its: Authorized Officer

"Applicant"



(Applicant Signature)

Claude Simon

(Print Applicant Name)

If Applicant is an entity or a trust, please provide the exact legal name and the Tax ID number below.

Charles Henry Properties, LLC

(Legal Entity Name)

46-1556945

(Tax ID Number)

CONDITIONS/REQUIREMENTS
(EXHIBIT A)

Date: 10/20/2016

- (1) Claude Simon and any other applicant, must sign lender's form of repayment guaranty and environmental indemnity agreement.
- (2) The loan is subject to a prepayment premium of 5%, 4%, 3%, 2% and 1% of the amount prepaid during each of the first five loan years. Other prepayment restrictions apply. Refer to the loan documents for details. The prepayment terms are subject to change if the loan program is changed.
- (3) Prior to final credit decision, applicant must provide a permanent certificate of occupancy and other permits required with respect to the use or occupancy of the property which must be satisfactory to lender.
- (4) If a Dry cleaner is a tenant, Borrower affirms that all dry cleaning is performed off site.
- (5) Prior to ordering the appraisal, applicant must provide copies of all fully-executed commercial tenant leases, including any amendments and subleases. Should any lease contain an option to purchase and/or right of first refusal to purchase the property, applicant may be required to provide lender's form of Subordination, Nondisturbance and Attornment Agreement executed by the borrower and tenant prior to final credit decision.
- (6) Prior to ordering appraisal, applicant must provide lender with the completed DHCR Release Authorization Form (261 CTL) for lender to obtain the most current and previous four years' rent registration (DHCR or ETPA print-out) verifying legal rents for the property at no cost to the applicant. If readily available, applicant may provide to lender such rent registration information for the property prior to ordering the appraisal. The rent registration information must be approved by lender's underwriting department prior to final credit decision.
- (7) Loan amount not to exceed 50.00% of the lower of appraised value as determined by lender or sales price, if applicable.
- (8) Property tax escrow account (non-interest bearing) to be established and maintained with lender for the term of the loan. Tax information must be received prior to drawing loan documents. Refer to loan documents for more details.
- (9) This is a recourse loan.
- (10) Prior to drawing loan documents, applicant to provide completed auto-pay form and voided check.

- (11) Prior to final credit decision, applicant must provide a copy of tank registration and recent tank tightness test, if applicable. Both must be approved by lender's environmental risk management department prior to final credit decision.
- (12) Claude Simon and any other applicant, must sign lender's form of non-recourse carve-out guaranty and environmental indemnity agreement.
- (13) For a refinance loan, any cash out proceeds due to borrower(s) in connection with the loan will be disbursed, at closing, to a deposit account in the name of the borrowing entity(ies) or by check made payable to the borrowing entity(ies). If the borrowing entity is a trust, the deposit account must be in the name of the trustee(s) of the trust on behalf of the trust.
- (14) No subordinate financing permitted without prior written consent of lender.
- (15) Prior to ordering the appraisal, applicant must provide lender with completed lender's operating history form including property information and certification section. If applicant is providing their own operating history, applicant must sign and date the operating history in addition to completing the property information and certification section on the lender's operating history form. Operating history provided must include all information required by lender's operating history form for the current year to date and last two full fiscal years.
- (16) Prior to ordering the appraisal, applicant must provide lender with completed lender's rent roll form including property information and certification section. If applicant is providing their own rent roll, applicant must sign and date the rent roll in addition to completing the property information and certification section on the lender's rent roll form. Rent roll provided must include all information required by lender's rent roll form.
- (17) Property must not have any interior or exterior deferred maintenance with the exception of minimal deferred maintenance as deemed acceptable by lender's underwriting department. Prior to funding, any deferred maintenance identified as health and safety related must be corrected.
- (18) Property must meet a minimum debt service coverage requirement of 1.30 calculated using lender's current underwriting standards.
- (19) After the initial fixed interest rate period of the loan, the interest rate will never be less than 2.50% per annum.
- (20) Prior to Rate Lock, Client Manager must provide photos of full property inspection satisfactory to Lender's underwriting department.

Any prepayment premium outlined above is tied to a specific program. If the loan program changes for any reason, the prepayment premium provision may change. Please ask your Client Manager for details.



Date: 10/20/2016

OPERATIONS AND MAINTENANCE PLAN INSTRUCTIONS

JPMorgan Chase Bank, N.A. ("Lender") is pleased you are considering our services and shares your interest in protecting the value of your property. Many properties have been constructed in part with asbestos-containing materials (ACMs) and, for pre-1978 construction, with lead-based paints (LBPs) in the building improvements.

Even if you are not aware of the presence of ACMs or LBPs, it is smart to presume they exist and treat suspect materials with the respect they deserve by avoiding uncontrolled disturbance of suspect materials.

What some building owners don't realize is that the mere presence of ACMs or LBPs does not necessarily mean there is a problem. These potential hazards only become a problem in damaged conditions, which can cause occupants to become exposed. The good news is that a proactive operations and maintenance plan ("O&M Plan") is generally the best course of action to manage this risk and is relatively cost-effective to implement. Rarely is extensive testing needed, and more rarely still is removal required. In fact, as you can read on Attachment 1 (an EPA fact sheet entitled "Five Facts About Asbestos"), improper removal of ACMs can increase the potential health risk to your tenants and workers.

To implement an O&M Plan, you can engage an environmental consulting firm to develop a site-specific O&M Plan, or Lender can provide a generic one to you. While we cannot guarantee that this generic O&M Plan will insulate you from liability, we believe observance of this document will help to minimize the potential for occupant or worker exposures. ***For pre-1980 improvements, your loan documents require implementation of an Asbestos O&M Plan.*** However, ACMs in particular can be found in more recently constructed buildings. Therefore, observance of an O&M Plan is prudent regardless of Lender's requirements or the age of the improvements. ***Also, for pre-1978 improvements that contain one or more residential units, your loan documents require implementation of a Lead-Based Paint O&M Plan.***

The idea behind the generic O&M Plan document is for you to identify suspect ACMs and/or LBPs and to visually assess the condition of the suspect materials now and in the future. If damage to suspect materials is observed (or occurs in the future), your environmental consulting firm should be contacted to collect samples of these materials for laboratory analysis. Laboratory analysis would confirm whether suspect materials actually contain ACMs or LBPs. If ACMs or LBPs are confirmed, your environmental firm could recommend a course of action.

Loan No.: 100018625

If the generic O&M Plan is provided to you by Lender, it is provided as a courtesy to assist you in maintaining the good condition of your property and reducing the potential for asbestos fiber and lead releases associated with ACMs and LBPs.

ATTACHMENT 1

Five Facts About Asbestos¹

FACT ONE: Although asbestos *is* hazardous, the risk of asbestos-related disease depends upon exposure to airborne asbestos fibers.

In other words, an individual must breathe asbestos fibers in order to incur any chance of developing an asbestos-related disease. How many fibers a person must breathe to develop disease is uncertain. However, at very low exposure levels, the risk may be negligible or zero.

FACT TWO: Based upon available data, the average airborne asbestos levels in buildings seem to be very low. Accordingly, the health risk to most building occupants also appears to be very low.

A 1987 EPA study found asbestos air levels in a small segment of Federal buildings to be essentially the same as levels outside these buildings. Based on that limited data, most building occupants (i.e., those unlikely to disturb asbestos-containing building materials) appear to face only a very slight risk, if any, of developing an asbestos-related disease.

FACT THREE: Removal is often *not* a building owner's best course of action to reduce asbestos exposure. In fact, an improper removal can create a dangerous situation where none previously existed.

By their nature, asbestos removals tend to elevate the airborne level of asbestos fibers. Unless all safeguards are properly applied, a removal operation can actually increase rather than decrease the risk of asbestos-related disease.

FACT FOUR: EPA *only* requires asbestos removal in order to prevent significant public exposure to airborne asbestos fibers during building demolition or renovation activities.

Asbestos removal before the wrecking ball swings into action is appropriate to protect public health. At other times, EPA believes that asbestos removal project, unless well-designed and properly performed, can actually increase health risk.

FACT FIVE: EPA *does* recommend a pro-active, in-place management program whenever asbestos-containing material is discovered.

In-place management does *not* mean "do nothing." It means having a program to ensure that the day-to-day management of the building is carried out in a manner that minimizes release of asbestos fibers into the air, and ensures that when asbestos fibers are released, either accidentally or intentionally, proper control and cleanup procedures are implemented. As such, it may be all that is necessary to control the release of asbestos fibers, until the asbestos-containing material in a building is scheduled to be disturbed by renovation or demolition activities.

¹ U.S. EPA Publication 20T-2003, July 1990, Managing Asbestos In Place-A Building Owner's Guide to Operations and Maintenance Programs for Asbestos-Containing Materials



Date: 10/20/2016

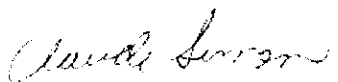
LENDER'S TITLE INSURANCE POLICY PROGRAM
(For Purchase and Refinance Loans)

JPMorgan Chase Bank, N.A. ("Chase") has established a streamlined program with certain title insurance companies to provide expeditious and efficient title services as part of your loan transaction. The title companies participating in the program with Chase consist of Fidelity National Title Insurance Company, First American Title Company, Stewart Title and Chicago Title Company ("Participating Title Companies"). Whether or not you decide to select a Participating Title Company to provide title services, you are responsible for the fees and costs of the title company issuing the lender's title policy in connection with the closing of the loan in accordance with Chase title requirements. However, by choosing to participate in this program, in addition to obtaining prompt title services, if your loan fails to close for any reason, you will not be assessed any title cancellation costs or fees by the Participating Title Company.

If you decide to participate in this program, Chase must be the party to place the title order with the particular national office of the Participating Title Company with which Chase has established this program, and you must authorize Chase (by signing below) to place such title order.

Although Chase has established arrangements with the Participating Title Companies to provide this program, in obtaining mortgage loan financing from Chase, you are NOT required to use a Participating Title Company as a condition of your loan. You may choose to obtain a lender's title insurance policy through another title company, or to place the order yourself, provided the title company you select meets Chase's requirements. In either instance, in addition to the fees and costs of the title company issuing the lender's title policy in connection with the closing of the loan, in the event the loan fails to close for any reason, you may be responsible for any title cancellation costs or fees assessed by the title company you have selected.

I hereby authorize Chase to place the title order with a Participating Title Company listed above.

Applicant: 

Date: 10-22-2016



CREDIT AUTHORIZATION RELEASE

By signing below, the undersigned authorizes JPMorgan Chase Bank, N.A., and its affiliates, agents, successors, and assigns, ("Lender") to obtain the undersigned's credit report from one or more consumer credit reporting agencies (all such reports, "Credit Report") as part of the application process for a loan referenced by the loan number set forth above ("Loan") and, without further notice and on a continuing and on-going basis, to (a) verify the undersigned's bank records, credit history, and any other information deemed necessary by Lender, and (b) obtain the undersigned's Credit Report in connection with the application, renewal, modification, extension, review, collection, servicing or administration of the Loan. This authorization specifically permits Lender to obtain or use the undersigned's Credit Report with all loans and guaranties of the undersigned with Lender and notwithstanding the discharge in bankruptcy of the borrower for liability for a loan. The undersigned authorizes and directs consumer credit reporting agencies to provide the undersigned's Credit Report to Lender.

By signing below, the undersigned represents and warrants to Lender that the above authorization and the information provided herein is true and correct. The undersigned acknowledges that any information obtained may be disclosed to applicant, any prospective borrower or guarantor of the Loan, and any of their representatives, employees, and affiliates. Lender is authorized to respond to and answer questions about its credit experience with the undersigned and may share the information it obtains through any Credit Report with affiliates of Lender. The undersigned understands that use of a photocopy of this authorization may be necessary to verify one or more of the undersigned's credit references. The undersigned authorizes this use and requests that a photocopy be honored.

Claude Simon

Legal Name

106-50-1158

Social Security Number

03-05-56

Date of Birth

71 Tonjes Road

Home Address (no P.O. Boxes)

Callicoon, NY 12723

City, State, ZIP Code

Claude Simon

Applicant Signature

10-22-2016

Date

Legal Name

Social Security Number

Date of Birth

Home Address (no P.O. Boxes)

City, State, ZIP Code

Co-Applicant Signature

Date

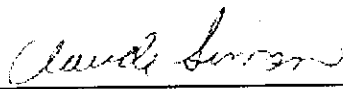
Purpose of Loan			
Loan Purpose	<input type="checkbox"/> Purchase	<input checked="" type="checkbox"/> Refinance	
Cash Out Purpose (Refinance Only)	Will any funds from this refinance transaction be used to purchase an apartment or other dwelling?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Will any funds from this refinance transaction be used to improve an apartment or other dwelling?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Information For Government Monitoring Purposes (Complete this section ONLY if you will be the Borrower or Co-Borrower)			
<p>The following information is requested by the Federal Government for certain types of loans related to a dwelling, in order to monitor the Lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. You may select one or more designations for "Race." The law provides that a lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulations the Lender is required to note ethnicity, race and gender on the basis of visual observation or surname. If you do not wish to furnish the information below, please select the box below. (Lender must review the material to assure that the disclosures satisfy all requirements to which the Lender is subject under applicable state law for the particular type of loan applied for.)</p>			
Borrower		Co-Borrower	
<input checked="" type="checkbox"/> I do not wish to furnish this information		<input type="checkbox"/> I do not wish to furnish this information	
Ethnicity (select ONE choice)		Ethnicity (select ONE choice)	
<input type="checkbox"/> Hispanic or Latino		<input type="checkbox"/> Hispanic or Latino	
<input type="checkbox"/> Not Hispanic or Latino		<input type="checkbox"/> Not Hispanic or Latino	
Race/National Origin (select ALL that apply)		Race/National Origin (select ALL that apply)	
<input type="checkbox"/> American Indian or Alaskan Native		<input type="checkbox"/> American Indian or Alaskan Native	
<input type="checkbox"/> Asian		<input type="checkbox"/> Asian	
<input type="checkbox"/> Black or African American		<input type="checkbox"/> Black or African American	
<input type="checkbox"/> Native Hawaiian or Other Pacific Islander		<input type="checkbox"/> Native Hawaiian or Other Pacific Islander	
<input type="checkbox"/> White		<input type="checkbox"/> White	
Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male		Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male	
To Be Completed by Interviewer			
This application was taken		Interviewer Signature	
Borrower	Co-Borrower	X	
<input type="checkbox"/> In person	<input type="checkbox"/> In person	Print Interviewer Name	
<input type="checkbox"/> By mail	<input type="checkbox"/> By mail	Date	
<input type="checkbox"/> By phone	<input type="checkbox"/> By phone	Interviewer Phone Number	
		() ext.	

RESOLUTION OF
CHARLES HENRY PROPERTIES, LLC

I, as the Managing Member of **Charles Henry Properties, LLC** hereby certify that this is a Domestic Limited Liability Company duly organized under the laws of the State of New York and that a meeting of the Company was duly held on the 9th of November, 2016 and that at said meeting a quorum was present and acted throughout; that the following resolution was duly adopted and is now in full force and effect; and that said resolution is not contrary to or in conflict with any provision of the Articles of Organization which is dated December 3, 2012 and that I, Claude Simon have been Managing Member and 100% owner since the date of formation.

IT IS RESOLVED that the corporation shall enter into a first mortgage loan with Chase Bank NA in the amount of \$1,345,000 pursuant to the terms of a commitment letter dated October 20, 2016 and further that the premises known as 336 East 56th Street, New York, New York shall constitute the collateral under the loan.

IN WITNESS WHEREOF, I have hereunto set my hand as the Managing Member on said 9th day of November, 2016.



CLAUDE SIMON
Managing Member



FIRST NATIONWIDE TITLE AGENCY LLC

270 East 42nd Street, Suite 3100, New York, NY 10017
Phone: 212-499-0100 Fax: 212-499-0600

TITLE INSURANCE GOOD FAITH ESTIMATE

Title No.: FN-12710-NY
Client: Charles Henry Properties, LLC
Applicant: Charles Henry Properties, LLC
Reference: Refi of 336 East 56th Street
Premises: 336 East 56th Street, New York, NY Block 1348 Lot 35
Owners: Charles Henry Properties, LLC
Others: Claude Simon

Invoice Date: Wednesday, December 14, 2016
Phone Number:
Fax Number:

CHARGE DESCRIPTION	OWNER(S)	OTHER(S)	LENDER
POLICY PREMIUMS			
Loan Policy Premium	\$4,818.00		
Policy Premiums SubTotal:	\$4,818.00	\$0.00	\$0.00
ENDORSEMENTS			
Environmental Protection Lien NYC	\$25.00		
Waiver of Arbitration Loan	\$25.00		
Land Same As Survey Loan	\$25.00		
Variable Rate (TIRSA-6)	\$25.00		
Endorsements SubTotal:	\$100.00	\$0.00	\$0.00
OTHER CHARGES			
Municipals - Commercial City +	\$450.00		
Survey update	\$600.00		
Certificate of Good Standing +	\$150.00		
UCC Search (State) ordered with a vendor +	\$100.00		
Sales Tax New York City - 8.875%	\$62.13		
Other Charges SubTotal:	\$1,362.13	\$0.00	\$0.00
Company Charges SubTotal:	\$6,280.13	\$0.00	\$0.00
RECORDING TAXES			
Mortgage Tax 1st Mortgage	\$37,660.00		
Recording Taxes SubTotal:	\$37,660.00	\$0.00	\$0.00
RECORDING FEES			
Mortgage Recording - Commercial - City	\$240.00		
Assignment of Leases & Rents & 255 Affidavits Rec - City	\$150.00		
Recording Service Charge (\$20 per document)	\$40.00		
UCC 1 State Filing Fee	\$90.00		
UCC-1 Filing - City	\$120.00		
Filing Service Charge (\$20 per document)	\$40.00		
Recording Fees SubTotal:	\$680.00	\$0.00	\$0.00
ESCROWS			
Funds to pay NYS Tax Judgment	\$228,296.34		
Escrow Service Fee	\$75.00		
Escrows SubTotal:	\$228,371.34	\$0.00	\$0.00
TOTALS:	\$272,991.47	\$0.00	\$0.00

TITLE POLICIES AND INFORMATION

- * Mortgage Policy for \$1,345,000.00 (Premium \$4,818.00)
- * Underwriter Compensation \$491.80, Title Agent Compensation \$4,426.20
- * Property Type is Commercial mixed use
- * NOTE: The Mortgage Tax reported herein is calculated at the maximum taxable amount. In the event the tax should be reduced by consolidation or exemption please notify this Company
- * Underwriter: AmTrust Title Insurance Company
- * + items are subject to NYS Sales Tax
- * Closing Location:
Lynch & Associates
462 Seventh Avenue
New York, NY
Closer: Bill Wilson

229155 45

LYNCH & ASSOCIATES
IOLA ACCOUNT
462 SEVENTH AVENUE, 12TH FLOOR
NEW YORK, NEW YORK 10018

INVESTORS BANK
55-7203/2212

6714

12/15/2016

PAY TO THE
ORDER OF Charles Henry Properties, LLC

\$ 1,060,905.67

One Million Sixty Thousand Nine Hundred Five and 67/100*****

DOLLARS

Charles Henry Properties, LLC

MEMO 952.3192 Chase /336 East 56th St, New York, NY

SECURITY FEATURES INCLUDED. DETAILS ON BACK

AUTHORIZED SIGNATURE

⑈006714⑈ ⑆221272031⑆ 4439902076⑈

LYNCH & ASSOCIATES / IOLA ACCOUNT
Charles Henry Properties, LLC

952.3192 Chase /336 East 56th St, New York, NY

12/15/2016

6714

1,060,905.67

Invests Mortgage Trus 952.3192 Chase /336 East 56th St, New York, N

1,060,905.67

LYNCH & ASSOCIATES / IOLA ACCOUNT
Charles Henry Properties, LLC

952.3192 Chase /336 East 56th St, New York, NY

12/15/2016

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1,060,905.67

Invests Mortgage Trus 952.3192 Chase /336 East 56th St, New York, N

1,060,905.67

LYNCH & ASSOCIATES**IOLA ACCOUNT**462 SEVENTH AVENUE, 12TH FLOOR
NEW YORK, NEW YORK 10018**INVESTORS BANK**

55-7203/2212

6713

12/15/2016

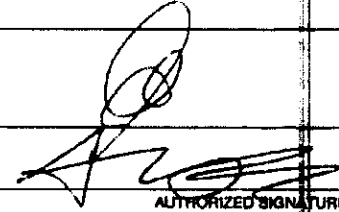
PAY TO THE
ORDER OF Bill Wilson

\$ ***150.00

One Hundred Fifty and 00/100*****

DOLLARS

Bill Wilson



AUTHORIZED SIGNATURE

MEMO 952.3192 Chase /336 East 56th St, New York, NY

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈006713⑈ ⑆221272031⑆ 4439902076⑈

LYNCH & ASSOCIATES / IOLA ACCOUNT

Bill Wilson

12/15/2016

952.3192 Chase /336 East 56th St, New York, NY

6713

150.00

Invests Mortgage Trus 952.3192 Chase /336 East 56th St, New York, N

150.00

LYNCH & ASSOCIATES / IOLA ACCOUNT

Bill Wilson

12/15/2016

952.3192 Chase /336 East 56th St, New York, NY

6713

150.00

Invests Mortgage Trus 952.3192 Chase /336 East 56th St, New York, N

150.00

Wire Transfer Detail

Status Processed
Reference Number 244373

Wire Information

Company	H MICHAEL LYNCH & ASSOCIATES PC	FRB Error Code	
Account	4439902076 - CHECKING	FRB Error Description	
Amount	USD 3,362.50	Created Date/Time	12/15/2016 12:05 EST
Value Date	12/15/2016	Created By	SCHOU
Company Address 1	464 NEW YORK AVE	Denied Date/Time	
Company Address 2		Denied By	
Company City	HUNTINGTON	Approved Date/Time	12/15/2016 12:09 EST
Company State	NY	Approved By	GLEE
Company Zip	11743	Received Date/Time	12/15/2016 12:09 EST
Bank Reference	20163500055100	Processed Date/Time	12/15/2016 12:12 EST
Fed Reference	20161215MMQFMPAC000136	Message to Beneficiary	FN-12710-NY / PROPERTY ADDRESS:336 EAST 56TH STREET, NEW YORK, NY
FRB Error Category			

Beneficiary

Template Name 952.3192/TITLE/FIRST NATIONWIDE/
Name First Nationwide Title Agency, LLC
Address 1 Clearing Account
Address 2 220 East 42nd Street, Suite 3105
City New York
State NY
Zip Code
Country
Account Name
Account Number 4973910033
Contact Name
Phone Number
Fax Number
Email
Address

Beneficiary Bank

Bank Name CITIBANK, N.A.
Address 1
Address 2
City NEW YORK
State NY
Zip Code
Country
ABA 021000089

Receiving Bank

Bank Name
Address 1
Address 2
City
State
Zip Code
Country
ABA

Intermediary Bank

Bank Name
Address 1
Address 2
City
State
Zip Code
Country
ABA

Wire Transfer Detail

Status Processed
Reference Number 244372

Wire Information

Company	H MICHAEL LYNCH & ASSOCIATES PC	FRB Error Code	
Account	4439902076 - CHECKING	FRB Error Description	
Amount	USD 269,155.65	Created	12/15/2016 12:05 EST
Value Date	12/15/2016	Date/Time	
Company Address 1	464 NEW YORK AVE	Created By	SCHOU
Company Address 2		Denied	
Company City	HUNTINGTON	Date/Time	
Company State	NY	Denied By	
Company Zip	11743	Approved	12/15/2016 12:09 EST
Bank Reference	20163500055000	Date/Time	
Fed Reference	20161215MMQFMPAC000133	Approved By	GLEE
FRB Error Category		Received	12/15/2016 12:09 EST
		Date/Time	
		Processed	12/15/2016 12:11 EST
		Date/Time	
		Message to Beneficiary	FN-12710-NY / PROPERTY ADDRESS:336 EAST 56TH STREET, NEW YORK, NY

Beneficiary

Template Name 952.3192/TITLE/FIRST NATIONWIDE
Name First Nationwide Title Agency, LLC
Address 1 Clearing Account
Address 2 220 East 42nd Street, Suite 3105
City New York
State NY
Zip Code 10017
Country
Account Name
Account Number 4973910033
Contact Name
Phone Number
Fax Number
Email Address

Beneficiary Bank

Bank Name CITIBANK, N.A.
Address 1
Address 2
City NEW YORK
State NY
Zip Code
Country
ABA 021000089

Receiving Bank

Bank Name
Address 1
Address 2
City
State
Zip Code
Country
ABA

Intermediary Bank

Bank Name
Address 1
Address 2
City
State
Zip Code
Country
ABA

Wire Transfer Detail

Status	Processed	
Reference Number	244365	
Wire Information		
Company	H MICHAEL LYNCH & ASSOCIATES PC	FRB Error Code
Account	4439902076 - CHECKING	FRB Error Description
Amount	USD 14,450.00	Created Date/Time
Value Date	12/15/2016	12/15/2016 11:46 EST
Company Address 1	464 NEW YORK AVE	Created By
Company Address 2		SCHOU
Company City	HUNTINGTON	Denied Date/Time
Company State	NY	Denied By
Company Zip	11743	Approved Date/Time
Bank Reference	20163500054900	12/15/2016 12:09 EST
Fed Reference	20161215MMQFMPAC000134	Approved By
FRB Error Category		GLEE
		Received Date/Time
		12/15/2016 12:09 EST
		Processed Date/Time
		12/15/2016 12:11 EST
		Message to Beneficiary
		CAPNET ID#18531-033 / 336 E 561H ST, NEW YORK,NY

Beneficiary

Template Name 952.3192/BROKER/MARCUS

Name Marcus & Millichap Capital Corp

Address 1 23975 Park Sorrento, Suite 400

Address 2

City Calabasas

State CA

Zip Code 91302

Country

Account Name

Account Number 1894825387

Contact Name

Phone Number

Fax Number

Email Address

Beneficiary Bank

Bank Name Comerica Bank

Address 1 250 Lytton Avenue

Address 2

City Palo Alto

State CA

Zip Code 94301

Country

ABA 121137522

Receiving Bank

Bank Name

Address 1

Address 2

City

State

Zip Code

Country

ABA

Intermediary Bank

Bank Name

Address 1

Address 2

City

State

Zip Code

Country

ABA