



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.

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.

(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.

(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

Lynch & Associates

Dated: 12/15/2016

By:

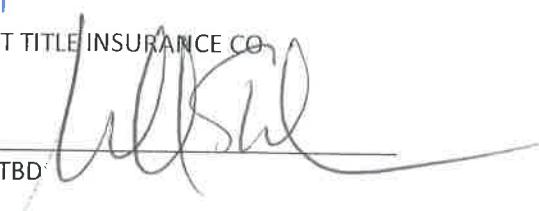

John Hogan
Stephen Chen

AMTRUST TITLE INSURANCE CO.

Dated: 12/15/2016

By:

TBD TBD



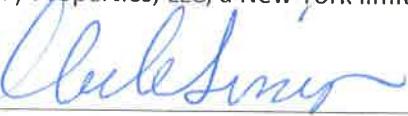
BORROWER ACKNOWLEDGMENT AND CONSENT

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

ATTACHMENT 1

Deductions from Loan Funds

Estimated Loan Deductions:

Application Fee	\$0.00
Rate Lock Fee	\$0.00
Rate Lock Ext. Fee	\$0.00
Commitment Letter Fee	\$0.00
Commitment Ext. Fee	\$0.00
Non-Standard Doc Fee	\$0.00
Inter. Credit Report Fee	\$0.00
Attorney Fee	\$0.00
Appraisal Fee	\$0.00
Environmental Fee	\$0.00
Engineering Fee	\$0.00
*Processing Fee	\$0.00
Document Preparation Fee	\$0.00
Redraw Fee	\$0.00
Wire Fee	\$25.00
UCC Fee	\$0.00
Tax Service Fee	\$95.00
Flood Certification Fee	\$0.00
Credit Report Fee	\$0.00
Courier/Exp. Delivery Fee	\$0.00
Loan Origination Fee	\$0.00
Historical Env. Report Fee	\$0.00
Other	\$0.00

Total Estimated Loan Deductions:

* Includes applicable auto-pay credit

Sales Price \$0.00Loan Amount \$1,345,000.00

Prepaid Fees (Credit to Borrower):

Application	\$0.00
Rate Lock	\$13,450.00
Rate Lock Ext.	\$0.00
Commitment Letter	\$0.00
Commitment Letter Ext.	\$0.00
Non-Standard Doc	\$0.00
Inter. Credit Report	\$0.00
Attorney	\$0.00
Appraisal	\$0.00
Environmental	\$0.00
Engineering	\$0.00
Other	\$3,362.50

Total Prepaid Fees \$16,812.50

Interest at \$121.4236 per day

from 12/15/2016 to 01/01/2017 -\$2,064.20(Interest is charged on the full amount of the Loan
from date of disbursement by Lender as provided
herein)Total Estimated Loan Deductions -\$120.00
(see detail at left)

Total Estimated Impounds

Estimated Net Proceeds Before Holdback/CD Pledge/Deposit Account

=	\$11,604.48
=	\$0.00
=	\$0.00
=	<u>\$0.00</u>

-\$11,604.48\$1,348,023.82

Holdback/CD Pledge/Deposit Account

Estimated Net Loan Proceeds For Disbursement

-\$0.00\$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 Lace 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

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)

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:

A handwritten signature in blue ink, appearing to read "Alan R. Lee".

**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.