



# \* Complete sections 1-5

## Multi-Family Lending Loan Application

Important Information About Procedures for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your business license, driver's license, or other identifying documents.

### Section 1: Applicant Entity Information

Applicant(s) will be (select type)					
<input type="checkbox"/> Individual (s)		<input type="checkbox"/> General Partnership		<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust: If a trust, provide Tax ID: _____
		<input checked="" type="checkbox"/> Limited Partnership		<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other: _____
Legal Name of Applicant Charles Henry Properties, LLC					
Title will be vested in, if different from Legal Name of Applicant (e.g. an Illinois Land Trust) Charles Henry Properties, LLC					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Is the applicant or the principal, director, senior manager or signer of the borrowing entity a political figure, related to a political figure, or a close associate of a political figure? (e.g., Senators, Representatives, Sr. Diplomats, heads of government)					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Is the applicant or any direct or indirect owner of applicant an IRA, pension plan, profit sharing plan, 401K or other retirement plan or a governmental plan? If yes: List the name(s) and type of plan(s)(e.g. IRA, pension plan, profit sharing plan, 401K, other):  If direct or indirect owner(s), state percentage of ownership: _____					
<b>If yes, contact your tax advisor regarding any tax consequences that may arise in connection with the loan. Bank does not provide tax advice.</b>					

### Section 2: Subject Property Information

Street Address 336 East 56th Street	City New York	County New York	State NY	ZIP Code 10022
Mailing Address (for statements, notifications, etc)		E-Mail Address (if different than the applicant's e-mail address)		
Management Company (if applicable)	Management Company Contact Name		Phone Number (   ) - ext.	

Would the Applicant prefer an automatic draft for the loan payments?  Yes  No

### Section 3: Purpose of Loan

<b>Requested Loan Amount: \$ 1,345,000</b>				
Refinance	Current Lender Free and Clear	Purchase Price \$3,680,000	Date Acquired 12/12/2013	Secondary Lien Balance(s) \$
Purchase	Purchase Price \$	Cash Down Payment \$	Source of Down Payment	Secondary Lien Balance(s) \$
Estimated Closing Date				

### Section 4: Environmental and Structural Questionnaire

**If "Yes" is checked for any of the following items, please attach copies of relevant documents, reports, etc.**

**To the best of your knowledge:**

		Yes	No	Unknown
1. Does the property suffer from any known deterioration or distress (structural, foundation, or otherwise)?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the structure have unreinforced masonry walls?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the building have a brick foundation? If so, has the brick foundation been pinned and capped? (If yes, please provide building permit from city/county and structural engineer report evidencing pinning and capping has been completed per structural engineer's recommendation.)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is heat provided by a steam boiler for the subject property?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Soil settling, slipping, sliding, or other building foundation problems?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Flooding, grading, or drainage problems?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Traces of concrete, asphalt, or other evidence indicating prior commercial use?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Is there asbestos currently in any of the construction materials of the improvements (e.g., thermal insulation, acoustic ceilings, flooring)?	<input type="checkbox"/> N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. For improvements constructed before 1978, is there lead-based paint on interior or exterior surfaces?	<input type="checkbox"/> N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Are the improvements constructed over a landfill or other hazardous or municipal waste site?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Are there or have there ever been any above or underground gasoline, diesel, fuel oil, or other chemical storage tanks or drums on the subject property?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Section 4: Environmental and Structural Questionnaire (cont'd)

<i>If "Yes" is checked for any of the following items, please attach copies of relevant documents, reports, etc.</i>		Yes	No	Unknown
<b>To the best of your knowledge:</b>				
12. Have the tanks, if any, been registered and inspected/tested for leakage? (If inspected or tested, please attach a copy of the results.)		<input type="checkbox"/> N/A	<input type="checkbox"/>	<input type="checkbox"/>
13. Have tanks been removed or have soil samples been analyzed from the subject property? (If yes, please attach copies of relevant reports.)		<input type="checkbox"/> N/A	<input type="checkbox"/>	<input type="checkbox"/>
14. Has a clandestine drug lab ever operated at the subject property?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Has the property ever been the subject of a Phase 1 Environmental Site Assessment or other environmental investigation?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Has there ever been any correspondence with federal, state, or local authorities, or any environmental litigation or enforcement action taken concerning the subject property?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Has an asbestos or lead-based paint survey ever been conducted to assess the existence, type, location, or condition of asbestos or lead-based paint?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Are you aware of any past, present, or contemplated future use of the subject property which may have resulted or may result in the generation or storage of hazardous substances or wastes?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Is there any reason why this property is not currently in compliance with federal, state, or local environmental laws and regulations?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Polychlorinated Biphenyls (PCBs) used in electrical transformers, etc.?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Formaldehyde gas, especially urea formaldehyde foam insulation?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Is the subject property served by a onsite water well?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Has a radon gas survey been performed at the subject property?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Is there mold growth on building improvements?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Any other potential condition of an environmental nature?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please describe:				

## Section 5: Acknowledgment and Agreement

The undersigned specifically acknowledges and agrees that JPMorgan Chase Bank, N.A., including its agents, successors, and assigns, ("Bank") will rely on the information contained in and provided in connection with this application and all such information is given for the purposes of obtaining the loan indicated above. The undersigned certifies that the information provided in and given in connection with this application is true and correct as of the date set forth opposite the signature(s) on this application. The undersigned certifies that the organizational documents furnished in connection with this loan transaction are complete and effective. The undersigned acknowledges that any intentional or negligent misrepresentations of such information may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both, under the provisions of Title 18, United States Code, Section 1014 and liability for monetary damages to the Bank and any other person or entity who may suffer any loss due to reliance upon any misrepresentation which have been made in connection with this application.

Signature <b>X</b>	Date	Signature <b>X</b>	Date
Print Name		Print Name	
Signature <b>X</b>	Date	Signature <b>X</b>	Date
Print Name		Print Name	
Signature <b>X</b>	Date	Signature <b>X</b>	Date
Print Name		Print Name	

Check this box if the Loan Application – Additional Signatures Page (219 CTL) is attached.



**Commercial Term Lending  
Third Party and Mailing Address Information**

**Note:** You may attach copies of business cards or letterheads.

**Loan Number** 100018625

**Borrower's Mailing Address (statements, notifications, etc.)**

Name/Mgmt Co. \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Phone Number ( ) - ext. \_\_\_\_\_  
Fax Number ( ) - \_\_\_\_\_  
E-mail Address \_\_\_\_\_

**Borrower's Insurance Agent**

Name/Company \_\_\_\_\_  
Policy Number \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Phone Number ( ) - ext. \_\_\_\_\_  
Fax Number ( ) - \_\_\_\_\_  
E-mail Address \_\_\_\_\_

**Escrow Company/Bank Closing Attorney**

Name John Hogan  
Company Lynch & Associates  
Escrow Number \_\_\_\_\_ Date Opened \_\_\_\_\_  
Address 462 Seventh Avenue, 12th Floor  
City, State, ZIP New York, NY 10018  
Phone Number ( 631 ) 547 - 1000 ext.  
Fax Number ( 631 ) 547 - 1001  
E-mail Address jhogan@hmllaw.com

**Title Insurance Company**

Name Christopher Donnelly  
Company First Nationwide Title Agency LLC  
Title Order No. \_\_\_\_\_  
Address 220 East 42nd Street, Suite 3105  
City, State, ZIP New York, NY 10017  
Phone Number ( 212 ) 499 - 0100 ext.  
Fax Number ( 212 ) 499 - 0600  
E-mail Address cdonnelly@firstnationwidetitle.com

**Real Estate Agent/Mortgage Broker**

Name/Company Stephen Filippo/ Marcus & Millichap  
Address 260 Madison Avenue, 5th Floor  
City, State, ZIP New York, NY 10016  
Phone Number ( 212 ) 430 - 5288 ext.  
Fax Number ( 212 ) 430 - 5110  
E-mail Address stephen.filippo@marcusmillichap.com

**Seller's Real Estate Agent**

Name N/A  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Phone Number ( ) - ext. \_\_\_\_\_  
Fax Number ( ) - \_\_\_\_\_  
E-mail Address \_\_\_\_\_

**For Appraisal Access Contact**

Name Stephen Filippo  
Company Marcus & Millichap Capital Corporation  
Suite/Unit No. \_\_\_\_\_  
Phone Number ( 212 ) 430 - 5288 ext.  
Alternate Phone ( 917 ) 471 - 1549  
E-mail Address \_\_\_\_\_

**Borrower's Attorney**

Name Darryl Vernon  
Company Vernon & Ginsburg  
Address 261 Madison Avenue  
City, State, ZIP New York, NY 10016  
Phone Number ( 212 ) 949 - 7300 ext.  
Fax Number ( ) - \_\_\_\_\_  
E-mail Address dvernon@vernonginsburg.com

Dear Applicant(s):

Please read the Property Insurance Requirements on page 2 of this form carefully as it summarizes the minimum insurance requirements that must be provided to JPMorgan Chase Bank, N.A. ("Bank"), in the event your loan is approved and funded.

**Note:** If the property is a commercial building (i.e., retail, office, industrial) and tenant(s) are required to carry insurance, please obtain a completed Tenant Addendum from the tenant(s). Please note that your loan number will be shared with the tenant(s) and their insurance agent(s).

Also contained herein is an authorization to release insurance information to the Bank, which authorizes your insurance agent/broker to provide the Bank with evidence of compliance with our minimum insurance requirements. This form will be sent to your agent/broker along with a copy of the Bank's Summary of Insurance Requirements. Please sign and date this authorization form and return it with your completed loan application package.

### Authorization to Release Insurance Information to the Bank

I acknowledge that I have read and accept the Property Insurance Requirements provided to me by the Bank. I authorize the Bank and my insurance agent/broker named below to deal directly with one another with respect to all matters relating to insurance for the property that is proposed to secure the loan I have applied for with the Bank. I agree that I will rely on my insurance agent/broker to keep me informed about such matters and that I will not rely on the Bank for such information or for advice about insurance. I consent to my loan number and any relevant information being shared with the tenant(s) and insurance agent/broker.

I authorize my insurance agent/broker to provide the Bank with evidence of insurance for loan number 100018625 for the property located at 336 East 56th Street, New York, NY 10022, that meets the Bank's minimum insurance requirements.

Insurance Agent Name: \_\_\_\_\_

If the property has been determined to be in a flood zone, please complete the Flood Insurance Agent information below:

Insurance Company: \_\_\_\_\_

Flood Insurance Agent Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Applicant's Name(s) \_\_\_\_\_

(please print)

Signature(s)\* X \_\_\_\_\_

Date\* \_\_\_\_\_

\*Failure to return the signed and dated authorization form promptly may result in a delay in closing your loan. Complete evidence of insurance meeting the Bank's Property Insurance Requirements must be provided to the Bank for review and approval at least five (5) days prior to closing.

**Note:** You should ensure that your agent/broker obtains authorization from you prior to making any modifications that result in a change in coverage or an increase in premium.

**Property Insurance Requirements**

A typed **Evidence of Commercial Property Insurance** (ACORD 28 form or equivalent) and **Certificate of Liability Insurance** (ACORD 25 form or equivalent) adhering to the following requirements must be provided to JPMorgan Chase Bank, N.A. ("Bank"), at least five (5) days prior to closing. Quotes or applications are not acceptable. For multiple properties with blanket policies, a schedule of properties covered must be attached. **For flood insurance policies**, a copy of the policy, a declarations page from the policy, or an application plus proof that the premium has been paid in full must be provided. **ACORD forms are not acceptable evidence of flood insurance**. If an application and proof of payment are used, a copy of the policy or declarations page must be provided no later than 30 days after loan funding.

1. The name of the insured (Borrower) must be shown exactly as on our loan documents, and the policy must be issued on an ISO Causes of Loss – Special Form (or equivalent).
2. Minimum property coverage amount shall be the Bank's **estimated replacement cost** without deduction for depreciation (estimated replacement cost).
3. **Loss of rents/business income interruption coverage** for the actual loss sustained for up to 12 months with a minimum coverage amount of 12 months' gross rental income (without deduction for actual or potential vacancy).
4. Deductibles must be shown (maximum deductible on real property coverage of \$10,000 or 1% of coverage amount, whichever is greater).
5. **Commercial general liability** coverage in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Policies that include personal liability coverage for the property are not acceptable; this coverage must be provided under a separate commercial general liability policy.
6. If the **peril of windstorm** is excluded from the policy, such coverage must be provided by a separate policy. The windstorm policy must provide minimum property coverage in the amount of the estimated replacement cost. The windstorm policy may have a deductible of up to 5% of the loss (the minimum deductible for windstorm coverage cannot exceed \$250,000, regardless of the amount of the loss).
7. The Bank's loan number must be shown on all insurance documents.
8. The complete property address must be shown.
9. The **specific** dollar figure for the annual premium must be stated.
10. The premium must be paid in full and proof of payment is required. Financing or installment payments of premiums are not allowed.
11. Certificate must state current building use, including number of residential units and/or commercial square footage.
12. For policy term:
  - When a new policy is being issued, the term must be at least **one year** from the funding date.
  - When a new policy is **not** being issued, the remaining term must be at least **two months** from the funding date.
13. The Bank must be listed as **both** "Loss Payee" for the loss of rents/business income interruption and personal property coverage and "Mortgagee" for the real property coverage.
14. Insurance carrier ("Insurer") must be authorized to do business in the state of the property. If the original principal amount of the loan is less than \$5,000,000, the Insurer must have an A.M. Best Co. rating of B+ VI or better. If the original principal amount of the loan is \$5,000,000 or greater, the Insurer must have an A.M. Best Co. rating of A- VII or better.
15. All clauses and endorsements naming the Bank as mortgagee or loss payee must show the following:
 

JPMorgan Chase Bank, N.A. and its successors and assigns  
P.O. Box 9110  
Coppell, Texas 75019-9110
16. If there is a steam boiler on the property, boiler and machinery coverage is required in the amount of the estimated replacement cost. If a separate boiler and machinery policy is issued, that policy must include loss of rents/business income interruption coverage.
17. If the property is a commercial building (i.e., retail, office, industrial) and the original principal amount of the loan is \$5,000,000 or greater, a building ordinance extension endorsement is required to provide Loss to the Undamaged Portion of the Building coverage (Coverage A) in an amount not less than 100% of the minimum property coverage amount (estimated replacement cost); Demolition Cost coverage (Coverage B) and Increased Cost of Construction coverage (Coverage C) must each be in an amount not less than 10% of the minimum property coverage amount.
18. If the property is a commercial building and (1) the original principal amount of the loan is \$5,000,000-\$9,999,999, excess liability coverage of not less than \$5,000,000 is required; or (2) the original principal amount of the loan is \$10,000,000 or greater, excess liability coverage of not less than \$10,000,000 is required.
19. If the property is a commercial building and the original principal amount of the loan is \$5,000,000 or greater, commercial auto liability coverage, including personal injury protection, of not less than \$1,000,000 is required.
20. If the property is located in a Special Flood Hazard Area (A or V zones), a flood insurance policy is required for each building located in such flood hazard area. The regulatory amount of flood insurance coverage required for each building must cover the lowest of:
  - The outstanding principal balance of the loan allocated to the building
  - The insurable value of the building (not including the land); or
  - The maximum amount of flood insurance available for the type of property through the National Flood Insurance Program (NFIP).
21. In addition to the policy issued by or on behalf of the National Flood Insurance Program (NFIP), excess flood insurance coverage (in the form of a difference in conditions policy) may be required to provide a combined coverage amount equaling the lesser of (1) the outstanding principal balance of the loan allocated to the building; or (2) the insurable value of the building (not including the land).
22. The maximum deductible allowed for flood policies is:
 

<b>Type of Coverage</b>	<b>Maximum Deductible</b>
Dwelling Form and RCBAP Form NFIP Coverage	\$10,000 per building
General Property Form NFIP Coverage	\$50,000 per non-residential building \$10,000 per residential building
Private policies, used to satisfy the regulatory amount	The greater of: (a) \$10,000 per residential structure and \$50,000 per commercial structure, or; (b) Less than or equal to 10% of the flood insurance coverage amount of the policy

23. Copies of all insurance policies and endorsements must be provided to the Bank no later than 30 days after loan funding. Thirty days notice of cancellation (10 days notice of termination for non-payment of premium) to mortgagee must be included in the terms of the insurance policies.

THIS SUMMARY IS FOR CONVENIENCE ONLY AND DOES NOT SHOW ALL OF THE BANK'S INSURANCE REQUIREMENTS. FOR A FULL STATEMENT OF INSURANCE REQUIREMENTS, SEE THE RELATED ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS AND THE SECURITY INSTRUMENT. THESE REQUIREMENTS ARE FOR THE BANK'S PROTECTION. THE PROPERTY OWNER MAY REQUIRE ADDITIONAL COVERAGE TO PROTECT ITS INTERESTS.

**Please retain this document for your records.**



Multi-Family Lending  
Rent Roll - Apartment

Section 1: Property Information

336 E 56th Street	New York	NY	10022	7	
Property Address	City	State	Zip	Total # Units	# Units Vacant
Monthly Rental Income \$ 18257.77	If the difference between income on the historical operating statement and current annual income is 15% or greater, provide average monthly occupancy rate over the preceding 12 months: _____				
Monthly Laundry Income \$ _____					
Monthly Parking Income \$ _____					
Monthly Storage Income \$ _____					
Other Income: \$ _____	Are rental concessions offered? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe: Rent included water and Gas				
Gross Monthly Income \$ 18257.77	Rent includes: <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Garbage <input type="checkbox"/> Heat <input type="checkbox"/> Electricity <input type="checkbox"/> Cable TV <input type="checkbox"/> None				
List each of the units that are furnished (if applicable): _____					

Section 2: Rent Roll

An attached rent roll is acceptable instead of completing the information below. Attachment must contain all the information below, and include signature, date and printed name of the signer. For purchase transactions, a seller-provided rent roll, signed by applicant, is required.

Signed Rent Roll attached, dated: \_\_\_\_\_  Rent Roll information as of 10/26/2016 provided below.  
Date

Unit #	Tenant Name	# of Beds	# of Baths	# of Sq. Ft.	Current Rent	Move-In Date	Vacant? (Y/N)	Lease Expiration Date	Date of Last Rent Increase	Type of Rent (if applicable)*
Apt #1	Hiidegard Y. Klages	1	1	400	\$ 499.77		N	10/31/2017	10/31/2013	Rent Stabilization
Apt #2	Abigal Diaz	1	1	400	\$ 2,200	4/1/2013	N	11/31/2016	12/1/2015	Deregulated
Apt #3	Audrey Henderson	1	1	400	\$ 2,050	8/1/2016	N	7/31/2017		Deregulated
Apt #4	Abdel Rigumye/Paryina Kabulova	1	1	400	\$ 2,155	5/1/2013	N	8/31/2017	5/1/2016	Deregulated
Apt. #5	Raul A Vega	1	1	400	\$ 2,100	9/1/2013	N	9/30/2017	10/1/2016	Deregulated
Apt. #6	Carl De Cruze	1	1	400	\$ 2,150	7/1/2013	N	6/30/2017	7/1/2015	Deregulated
Store	Water Dragon LLC			936	\$ 7,103	9/23/2012	N	9/30/2018	9/1/2016	
Total Units:				Total Sq.Ft. 3,336	Total Rents: \$ 18,258					
7										

Section 3: Certification (REQUIRED)

I hereby certify to JPMorgan Chase Bank, N.A., and its successors and assigns, that I have personally prepared and/or reviewed the information herein and on the attached documents, if any, and that to the best of my knowledge it is true and correct.

Applicant's Signature  X	Applicant's Printed Name	Date
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\* Complete Sections 1-4

Commercial Term Lending  
Legal Entity Financial Statement

Important Information About Procedures for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, and other information that will allow us to identify you. We may also ask to see your business license or other identifying documents.

Section 1: Borrowing Entity Information

Name Charles Henry Properties, LLC		Tax ID Number	
Street Address (no P.O. Boxes)	City, State, ZIP Code		Country USA
Contact Name/ Relationship to Borrower Claude Simon / same			
Phone Number	E-Mail Address csimon@fairlane.biz	Primary Source of Income/Wealth: Real Estate	
Are you an attorney, accountant, investment broker or other professional service provider acting on behalf of the borrowing entity? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide type of service provider and number of years in business:			
Organized as: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Irrevocable Trust <input type="checkbox"/> Other: _____			
If an LLC, what is the tax classification? <input type="checkbox"/> Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership		Is the entity a Disregarded Entity for tax reporting purposes? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide a completed and executed W9.	

The information provided in this Legal Entity Financial Statement and any supporting schedules ("Statement") is the most current financial information available and there have been no significant changes.

The following information (or on the attached financial statement) is a statement as of: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.  
Date

A Schedule of Real Estate (255 CTL) is not required for this entity if it is a  **single-asset entity** or  **newly formed entity (formed within 60 days)** (with no other loans with JPMorgan Lender Bank, N.A., including no loans to any other person or entity that has a substantial relationship with this entity).

Section 2: Annual Income and Expenses

Annual Income	Amount	Annual Expenses	Amount
Rental Income	\$	Operating Expenses	\$
Other Income:	\$	Interest Expense	\$
Other Income:	\$	Other Expense:	\$
Other Income:	\$	Other Expense:	\$
<b>Total Annual Income</b>	<b>\$</b>	<b>Total Annual Expenses</b>	<b>\$</b>

Section 3: Assets and Liabilities

Assets	Amount	Liabilities	Amount
Cash in JPMorgan Lender Bank, N.A.	\$	Revolving Credit/Installment Credit Obligations	\$
Cash in Other Institutions	\$	Real Estate Debt from Schedule of Real Estate	\$
Marketable Securities Owned	\$	Other Liabilities:	\$
Receivables	\$		\$
Real Estate Owned from Schedule of Real Estate	\$		\$
Other Assets:	\$		\$
	\$		\$
	\$		\$
<b>Total Assets</b>	<b>\$</b>	<b>Total Liabilities</b>	<b>\$</b>
		<b>Total Net Worth (total assets minus total liabilities)</b>	<b>\$</b>

## Section 4: General Information for Borrowing Entity

If the information in this Statement applies to the Borrowing Entity, answer the following questions.	Yes	No
1. Are the Entity's assets primarily in the United States? If no, please provide primary country of assets: _____	<input type="checkbox"/>	<input type="checkbox"/>
<b>If you answer "Yes" to the following questions, please provide an explanation on an attachment.</b>	<b>Yes</b>	<b>No</b>
2. Are any assets pledged or debts secured except as shown?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has the Entity ever obtained credit under other names? If yes, please provide names and Tax ID numbers: _____	<input type="checkbox"/>	<input type="checkbox"/>
4. Has the Entity held a direct (e.g., as a shareholder, member, partner, limited partner, etc.), indirect (e.g., guarantor, owner of parent company, affiliate), or significant (i.e., held 25% or more of the outstanding ownership interest) interest in any entity: <ul style="list-style-type: none"> <li>a. That filed a petition of bankruptcy or which had an involuntary petition filed against it?</li> <li>b. That had property foreclosed, given title or deed in lieu of foreclosure, had a loan modified, or had debt forgiven?</li> <li>c. That defaulted on any financial obligations (beyond any applicable cure period) or any obligation related to either repayment of debt or the collateral securing such debt?</li> <li>d. That voluntarily or involuntarily sought, or was required, to restructure materially any financial obligations?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
5. Is the Entity a party to any material claims or lawsuits, or had a material judgment against it?	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the Entity (or any partner, member, or shareholder) a director, executive officer, or principal shareholder (10% of any class voting stock) of any of the following: <ul style="list-style-type: none"> <li>a. An insured bank or financial institution which makes commercial loans and accepts deposits? If yes, please provide name of institution: _____</li> <li>b. JPMorgan Lender Bank, N.A. or any of its subsidiaries, affiliates, or parent? If yes, please provide name of subsidiary, affiliate or parent: _____</li> <li>c. Any company controlled by any of the above? If yes, please provide name of company: _____</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
7. A. Does the Entity have any contingent liabilities that are not shown on this Statement as a guarantor, co-maker, or endorser of debt? B. Is the Entity obligated under any leases that extend beyond one year?	<input type="checkbox"/>	<input type="checkbox"/>
8. Is the Entity delinquent on payment of any income taxes, real property taxes, payroll/employment, or sales taxes?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the Entity currently, or ever been, subject of a delinquent tax lien, or a payment arrangement with the IRS or a state taxing authority?	<input type="checkbox"/>	<input type="checkbox"/>
10. Does the Entity, including any subsidiaries and affiliates, engage in or expect to engage in activity with a Sanctioned Country or Territory (Cuba, Iran, Syria, Sudan, North Korea, or the Crimea Region) in the following manner: <ul style="list-style-type: none"> <li>a. Do you have or maintain physical locations (offices/branches/operations/joint ventures), assets or investments? This question is meant to be interpreted on a very broad basis; please be sure to include vendors, distributors or suppliers that may be dealing in one of the sanctioned countries or territory listed above. If yes, explain: _____</li> <li>b. Do you buy, sell or otherwise deal in or finance products, merchandise, commodities or services? If yes, explain: _____</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>

## Section 4: General Information for Borrowing Entity (cont'd)

<b>If you answer "Yes" to the following questions, please provide an explanation on an attachment.</b>				<b>Yes</b>	<b>No</b>																				
10. (Continued) Does the Entity, including any subsidiaries and affiliates, engage in or expect to engage in activity with a Sanctioned Country or Territory (Cuba, Iran, Syria, Sudan, North Korea, or the Crimea Region) in the following manner:  c. Do you have directors, senior officers, or 25% or greater owner(s)/shareholder(s) who are (1) citizens or residents, or (2) are employed as or affiliated with governmental agencies/authorities of a Sanctioned Country or Territory?  If yes, provide detail:				<input type="checkbox"/>	<input type="checkbox"/>																				
<table border="1"> <thead> <tr> <th>Name</th> <th>Relationship</th> <th>Percentage</th> <th>Country</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Name	Relationship	Percentage	Country																		
Name	Relationship	Percentage	Country																						

## Section 5: Certification, Acknowledgment and Agreement

The undersigned understands that JPMorgan Chase Bank, N.A., and its affiliates, agents, successors, and assigns, ("Lender") is relying on the information contained in and provided in connection with this Statement, and all such information is given for the purpose of Borrowing Entity obtaining a loan(s) (the "Loan") from Lender. The undersigned agrees that Lender may, without further notice and on a continuing and on-going basis, (a) verify the information contained in and provided in connection with this Statement from any source; and (b) obtain one or more business credit reports on the Borrowing Entity, without further notice, in connection with the application, renewal, modification, extension, review, collection, servicing or administration of the Loan. The undersigned has a continuing obligation to (a) amend and/or supplement the information provided in or given in connection with this Statement if any of the material facts which have been represented in or given in connection with this Statement should change prior to closing of the Loan, and (b) immediately update all financial information should more current information become available. In the event payments on the Loan become delinquent, Lender may report the names and account information of the Borrowing Entity to business credit reporting agencies. Lender is authorized to respond to and answer questions about its credit experience with the Borrowing Entity, and may share the information it obtains through any business credit report with affiliates of Lender.

The undersigned certifies that the information provided in and given in connection with this Statement is true and correct as of the date set forth opposite the signature(s) on this Statement. The undersigned acknowledges that any information obtained in connection with this Statement and the Loan may be disclosed to applicant, any prospective borrower or guarantor of the Loan, and any of their representatives, employees, and affiliates. The undersigned certifies that the organizational documents furnished in connection with the Loan are complete and effective. The undersigned acknowledges that any intentional or negligent misrepresentation of such information may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both, and liability for monetary damages to Lender and any other person or entity who may suffer any loss due to reliance upon any misrepresentation which has been made in or in connection with this Statement.

<b>Signature</b> X	<b>Date</b>	<b>Signature</b> X	<b>Date</b>
<b>Print Name</b>		<b>Print Name</b>	
<b>Signature</b> X	<b>Date</b>	<b>Signature</b> X	<b>Date</b>
<b>Print Name</b>		<b>Print Name</b>	
<b>Signature</b> X	<b>Date</b>	<b>Signature</b> X	<b>Date</b>
<b>Print Name</b>		<b>Print Name</b>	

Check this box if the Legal Entity Financial Statement – Additional Signatures Page (202-A CTL) is attached.



# \* Complete sections 1-4

## Commercial Term Lending

### \* Personal Financial Statement

Important Information About Procedures for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

#### Section 1: Applicant Information

Complete this Personal Financial Statement as Borrower/Principal/Guarantor ("Applicant") or Co-borrower/Co-Principal/Co-Guarantor ("Co-applicant") as applicable. Attach copies of this statement for each additional Co-Applicant.

Applicant		Co-Applicant	
Legal Name (First, Middle, Last) Claude Simon	Phone Number	Legal Name (First, Middle, Last)	Phone Number
E-Mail Address csimon@fairlane.biz		E-Mail Address	
Social Security Number 106-50-1158	Date of Birth 03-05-56	Social Security Number	Date of Birth
Home Address (no P.O. Boxes) 71 Tonjes Road	# Years at Address	Home Address (no P.O. Boxes)	# Years at Address
City, State, ZIP Code Callicoon, NY 12723	Country (if not USA) USA	City, State, ZIP Code	Country (if not USA)
Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Unmarried <input type="checkbox"/> Separated <input type="checkbox"/> Registered Domestic Partner (RDP) or its equivalent under the applicable State Law		Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Unmarried <input type="checkbox"/> Separated <input type="checkbox"/> Registered Domestic Partner (RDP) or its equivalent under the applicable State Law	
Occupation	# of Years in Occupation	Occupation	# of Years in Occupation
Primary Source of Income		Primary Source of Income	

When applicable, check the appropriate box below:

- The income or assets of a person other than the Applicant (including the Applicant's spouse or RDP) will be used as a basis for loan qualification, in which case information about that person's income or assets must be provided; or
- The income or assets of the Applicant's spouse or RDP will not be used as a basis for loan qualification, but the Applicant resides in a community property state, the security property is located in a community property state, or Applicant is relying on other property located in a community property state as a basis for repayment of the loan, in which case Lender may request information about the Applicant's spouse or RDP, as appropriate.

Any persons, whether married, unmarried, separated, or a RDP may apply for separate credit. Providing joint financial information does not confirm intent for the two co-applicants to apply for joint credit. Intent to apply for joint credit must be expressly stated. If joint financial condition is presented, and the intent is for co-applicants to be jointly and severally obligated on the credit (i.e., joint borrowers or guarantors), please initial:

Applicant \_\_\_\_\_

Initials \_\_\_\_\_

Co-Applicant \_\_\_\_\_

Initials \_\_\_\_\_

**The information provided in this Personal Financial Statement and any supporting schedules ("Statement") is the most current financial information available (unless otherwise noted in the date field below) concerning the Applicant or Co-Applicant and there have been no significant changes in the information provided in this Statement.**

The following information (or on the attached financial statement) is a statement of financial condition, as of:

Applicant / /  
Date \_\_\_\_\_

Co-Applicant / /  
Date \_\_\_\_\_

#### Section 2: Annual Income

Gross Annual Income	Applicant	Co-Applicant	Total	Describe Other Income Notice: Alimony, child support or separate maintenance income need not be disclosed if the Applicant or Co-Applicant does not wish to have the income considered as a basis for repaying this loan.
Base Employment Income	\$ _____	\$ _____	\$ _____	
Overtime	\$ _____	\$ _____	\$ _____	
Commission	\$ _____	\$ _____	\$ _____	
Dividends/Interest	\$ _____	\$ _____	\$ _____	
Net Rental Income	\$ _____	\$ _____	\$ _____	
Other Annual Income (see "Describe Other Income Notice")	\$ _____	\$ _____	\$ _____	
<b>Total Annual Income</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	

## Section 3: Assets and Liabilities

Applicant's Assets	Amount	Co-Applicant Assets	Amount
Cash in JPMorgan Chase Bank, N.A.	\$	Cash in JPMorgan Chase Bank, N.A.	\$
Cash in Other Institutions	\$	Cash in Other Institutions	\$
Cash Value of IRAs/Pension Accounts/401Ks	\$	Cash Value of IRAs/Pension Accounts/401Ks	\$
Marketable Securities Owned	\$	Marketable Securities Owned	\$
Receivables	\$	Receivables	\$
Cash Surrender Value of Life Insurance	\$	Cash Surrender Value of Life Insurance	\$
Real Estate Owned from Schedule of Real Estate	\$	Real Estate Owned from Schedule of Real Estate	\$
Personal Property ( <i>including autos, RVs, etc.</i> )	\$	Personal Property ( <i>including autos, RVs, etc.</i> )	\$
Other Assets:	\$	Other Assets:	\$
<b>Total Assets</b>	<b>\$</b>		<b>Total Assets</b> \$
Applicant's Liabilities	Amount	Co-Applicant's Liabilities	Amount
Revolving Credit/Installment Credit Obligations	\$	Revolving Credit/Installment Credit Obligations	\$
Real Estate Debt from Schedule of Real Estate	\$	Real Estate Debt from Schedule of Real Estate	\$
Loans on Life Insurance	\$	Loans on Life Insurance	\$
Other Loan Commitments	\$	Other Loan Commitments	\$
Other:	\$	Other:	\$
	\$		\$
<b>Total Applicant's Liabilities</b>	<b>\$</b>		<b>Total Co-Applicant's Liabilities</b> \$
<b>Total Net Worth (total assets minus total liabilities)</b>	<b>\$</b>		<b>Total Net Worth (total assets minus total liabilities)</b> \$

## Section 4: General Information

Applicant and Co-Applicant must each answer the following questions.	Applicant Yes	Applicant No	Co-Applicant Yes	Co-Applicant No
1. Are you a U.S. citizen? If no, are you a resident alien of the U.S.? Provide country of citizenship:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you hold citizenship in multiple countries? If yes, list countries of citizenship, and indicate which is the primary country:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Are your assets primarily in the United States? If no, please provide the primary country of assets:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Are you, or is anyone in your immediate family, an employee of JPMorgan Chase Bank, N.A.'s Commercial Banking Group? If yes, what is your relation to the employee?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>If you answer "Yes" to the following questions, please provide an explanation on an attachment.</b>				
5. Have you ever been convicted of a felony?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you had property foreclosed, given title or deed in lieu of foreclosure, had a loan modified, or had debt forgiven?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Are you a director, executive officer, or principal shareholder (10% of any class voting stock) of any of the following: a. An insured bank or financial institution which makes commercial loans and accepts deposits? If yes, provide name of institution: b. JPMorgan Lender Bank, N.A. or any of its subsidiaries, affiliates, or parent? If yes, provide name of subsidiary, affiliate or parent: c. Any company controlled by any of the above? If yes, provide name of company:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Are any assets pledged or debts secured except as shown?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Section 4: General Information (cont'd)

If the information in this Statement applies to Applicant and Co-Applicant, each should answer the following questions.		Applicant	Co-Applicant
<b>If you answer "Yes" to the following questions, please provide an explanation on an attachment.</b>		Yes	No
9. Have you obtained credit under any other names or with other individuals?  If yes, please provide names and Social Security numbers:		<input type="checkbox"/>	<input type="checkbox"/>
10. A. Do you have any contingent liabilities that are not shown on your Statement as a guarantor, co-signer, or endorser of debt?  B. Are you obligated under any leases that extend beyond one year?		<input type="checkbox"/>	<input type="checkbox"/>
11. Have you ever been the subject of a voluntary or involuntary personal bankruptcy or receivership?		<input type="checkbox"/>	<input type="checkbox"/>
12. Have you ever been a principal or guarantor of any entity that was the subject of a voluntary or involuntary bankruptcy?		<input type="checkbox"/>	<input type="checkbox"/>
13. Are you a party to any material claims or lawsuits, or had a material judgment against you?		<input type="checkbox"/>	<input type="checkbox"/>
14. Are you an examiner, assistant examiner or employee of an independent auditor who has the authority to examine or audit JPMorgan Chase Bank, N.A.?		<input type="checkbox"/>	<input type="checkbox"/>
15. Are you delinquent on payment of any personal income taxes or real property taxes?		<input type="checkbox"/>	<input type="checkbox"/>
16. Are you currently, or have you ever been, subject of a delinquent tax lien, or a payment arrangement with the IRS or a state taxing authority?		<input type="checkbox"/>	<input type="checkbox"/>
17. Have you ever defaulted on a loan (beyond any applicable cure period) in any obligation related to either repayment of debt or the collateral securing such debt?		<input type="checkbox"/>	<input type="checkbox"/>

## Section 5: Acknowledgment and Agreement

The undersigned understands that JPMorgan Chase Bank, N.A. and its affiliates, agents, successors, and assignees ("Lender") is relying on the information contained in and provided in connection with this Statement, and all such information is given for the purpose of obtaining a loan(s) ("Loan") from Lender. The undersigned agrees that Lender may, without further notice and on a continuing and on-going basis, (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 from one or more consumer credit reporting agencies 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 from one or more consumer credit reporting agencies in connection with all loans and guarantees 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. The undersigned has a continuing obligation to (a) amend and/or supplement the information provided in or given in connection with this Statement if any of the material facts which have been represented in or given in connection with this Statement should change prior to closing of the Loan, and (b) immediately update all financial information should more current information become available. In the event payments on the Loan become delinquent, Lender may report the names and account information of the undersigned to one or more credit reporting agencies. 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 Lender's affiliates.

The undersigned certifies that the information provided in and given in connection with this Statement is true and correct as of the date set forth opposite the signature(s) on this Statement. 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. The undersigned certifies that the organizational documents furnished in connection with the Loan are complete and effective. The undersigned acknowledges that any intentional or negligent misrepresentation of such information may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both, and liability for monetary damages to Lender and any other person or entity who may suffer any loss due to reliance upon any misrepresentation which has been made in or in connection with this Statement.

Applicant Signature	Date	Co-Applicant Signature	Date
X		X	



## Commercial Term Lending Schedule of Real Estate - Detailed

### **Instructions**

1. Provide a schedule of real estate for all real estate properties, including primary residence, in which you have an ownership interest (including properties with loans from JPMorgan Chase Bank, N.A.\* or any other lender, and properties that are owned free and clear). This requirement may be satisfied by either of the following:

- Complete the form below, OR;
- Submit your own schedule of real estate providing all information requested in this form.

Date: \_\_\_\_\_

Applicant: Charles Henry Properties, LLC

<sup>1</sup> Select/enter the appropriate Property Type; (APT) Apartment, (SFR) Single Family - 1-4 Units, (IND) Industrial, (RET) Retail, (OFF) Office, (MHC) Manufactured Housing Community, (LND) Land, (OC) Other Commercial, (OR) Other Residential. For mixed use properties where the majority of the income is from apartments, select/enter (APT) Apartment; for other mixed use properties, select/enter (RET) Retail or (OFF) Office as applicable.

Totals: \$8 965 000

### a Share: