


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

September 9, 2016
Claude Simon
71 Tonjes Road
Callicoon, NY 12723
claude@charleshenryproperties.com
cell: 912 441 0062
office: 212 683 9300

RE: Note to Financial Statement Date September 9, 2016

To Whom It May Concern:

A significant capital gain from the sale of 160 Madison Avenue in 2012 triggered a New York State audit in 2014 of the deedholder General Partner corporation of the Limited Liability Partnership which owned the subject property.

New York State had mistakenly concluded that no capital gains taxes had been paid since they searched only the corporate entity. But capital gains taxes of \$800,000 had been paid by me personally in 2012.

The audit was expanded to include me personally. New York State refused to allow much of the 2012 offsetting capital losses from the closure of my textile factory in North Carolina and Georgia. New York State also refused to allow the full basis for the capital gain from the sale of 160 Madison Avenue which was used in my 2012 calculations. Some of the cost bases extended back to 1983 up until 2008 as I bought out partners in the Limited Partnership.

A settlement was reached with New York State in June, 2016 which included an individual payment plan.

The amount currently owing New York State is \$241,471.63.

I am current on payments.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Claude Simon".

Claude Simon

Schedule of Gas and Electric Expenses

	Electricity	Gas	Gas Reimbursed	Net Gas Expense	Net Utilities Expense
2014	\$7,884	\$1,069	-\$541	\$528	\$8,412
2015	\$7,323	\$876	-\$348	\$528	\$7,851
2016 YTD	\$4,323	\$2,638	-\$2,286	\$352	\$4,675

Certified True and Correct:



September 20, 2016

Claude Simon



Commercial Term Lending AutoPay Application

AutoPay Application Form

AutoPay is a convenient and free service that we offer to our valued CTL customers. Please take a moment to review the benefits, complete the form and fax it to the number below.

BENEFITS INCLUDE

- No longer have to worry about possible postal delays or lost mail
- No check-writing
- **Reliable!** Your payment will be drafted from your savings or checking account with any bank
- You can set a draft date up to 2 days prior to the end of your grace period

ACCOUNT INFORMATION

Loan Number: 100018625

Applicant Name as shown on Loan Documents:

Charles Henry Properties, LLC

Name on the check or account:

Charles Henry Properties, LLC

Requestor: Claude Simon

Daytime Phone: 212 683 9300

Evening Phone: 912 441 0062

Full name of financial institution from which funds are to be withdrawn:

Citibank, NA

Account from which funds are to be drawn ("Account"):

☒ Checking ☐ Savings

Account Number: 4976033021

Routing Transit Number: 021000089

Month Draft to Begin (must allow 20 days for set-up):

Withdrawal Day (must be at least two days prior to end of grace period):
5th

If note permits, additional principal to be drafted each month:

For Payment Option loans only. I wish to have withdrawals set up for the following payment options each month:

- ☒ Option 1 - Minimum Payment Due
☐ Option 2 - Interest Only
☐ Option 3 - Fully Amortizing Payment (based on remaining term)

****PLEASE BE ADVISED THAT YOU NEED TO MAKE YOUR REGULARLY SCHEDULED PAYMENT, UNTIL YOU RECEIVE CONFIRMATION THAT YOUR AUTOMATIC LOAN PAYMENT HAS BEEN SET UP****

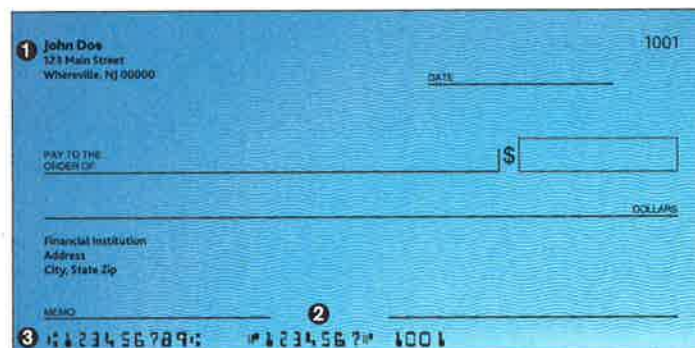
I authorize Lender/Service of the referenced loan (the "Lender") to draft from this account such sums as are required to fulfill my loan obligations as such may vary from time to time. The Lender shall not be liable for any loss incurred through failure to make such payments under this authorization. If a draft is rejected by the financial institution, Lender may assess a reject fee in addition to any late fee that may be due. This fee is in addition to any fee the financial institution has a right to assess.

All withdrawals will be processed on the Withdrawal Day ("Draft Date") and on that day every month thereafter in which a payment is due, provided that if the Draft Date is a Saturday, Sunday, holiday or other non-business day, the amount will draft on the next business day. I understand that I must assure that I have available funds in the Account for a continuous period of at least four business days prior to the Draft Date.

I understand it is my responsibility to add Chase (Corporate ID: 3121180748) as an Authorized Debtor if my account has ACH blocks.

Signature(s): *Claude Simon*

Date: 11-3-16



ATTACH A VOIDED CHECK HERE IF MAILING OR FAX A COPY OF A VOIDED CHECK WITH THIS COMPLETED APPLICATION

FOR BANK USE ONLY	Prepared by: _____	Employee #: _____	Date: _____
	Processed by: _____	Date: _____	Fax: 866-493-5723
	Verified by: _____	Date: _____	ATTN: CASH MANAGEMENT



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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

03-05-56

Social Security Number

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

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

If you answer "Yes" to the following questions, please provide an explanation on an attachment.

Yes No

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:

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.

Signature X <i>Claude Simon</i>	Date 11-3-16	Signature X	Date
Print Name Claude Simon		Print Name	
Signature X	Date	Signature X	Date
Print Name		Print Name	
Signature X	Date	Signature X	Date
Print Name		Print Name	

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

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

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
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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
20. Polychlorinated Biphenyls (PCBs) used in electrical transformers, etc.?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21. Formaldehyde gas, especially urea formaldehyde foam insulation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
22. Is the subject property served by a onsite water well?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23. Has a radon gas survey been performed at the subject property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
24. Is there mold growth on building improvements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
25. Any other potential condition of an environmental nature? If yes, please describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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 X	Date 11-2-2016	Signature X	Date
Print Name Claude Simon		Print Name	
Signature X	Date	Signature X	Date
Print Name		Print Name	
Signature X	Date	Signature X	Date
Print Name		Print Name	

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



**Commercial Term Lending
Notice of Insurance Requirements and Authorization**

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: Guy Lustgarten
Insurance Company: Lustgarten Associates
Phone Number: 212 683 2440
Fax Number: 212 447 7265
Email: guy.lai@twcmetrobiz.com
Policy Number: BOP00000056771U/105015717

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

Flood Insurance Agent Name: _____
Insurance Company: _____
Phone Number: _____
Email: _____

Applicant's Name(s) Claude Simon

Signature(s)* X Claude Simon (please print)

Date* 11-2-2016

*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.




Section 4: General Information (cont'd)

If the information in this Statement applies to Applicant and Co-Applicant, each should answer the following questions. <i>If you answer "Yes" to the following questions, please provide an explanation on an attachment.</i>	Applicant		Co-Applicant	
	Yes	No	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 checked="" type="checkbox"/>	<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 checked="" type="checkbox"/>	<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 checked="" type="checkbox"/>	<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 checked="" type="checkbox"/>	<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 checked="" type="checkbox"/>	<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 checked="" type="checkbox"/>	<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 checked="" type="checkbox"/>	<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 checked="" type="checkbox"/>	<input type="checkbox"/>	<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 checked="" type="checkbox"/>	<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 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. 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 X 	Date 11-3--16	Co-Applicant Signature X	Date
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(excluding capital expenditures)	\$18,262	\$5,868	\$9,350
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Section 2: Operating History (cont'd)

Building Maintenance

Snow Removal			
Pest Control			
Painting and Decorating			
Cleaning/Supplies	\$361	\$253	\$696
Gardener			
Pool Svc/Elevator Maint			
Boiler Maintenance			
Other (please describe) :			
Total Annual Expenses (excluding capital expenditures)	\$112,497	\$89,037	\$92,465
Net Operating Income (total income less total annual expenses)	\$96,804	\$124,388	\$50,512

Capital Expenditures (non-recurring expenses) Please describe type of capital expenditure (e.g. new roof, complete paint job).

Total Capital Expenditures			
Total Expenses	\$112,497	\$89,037	\$92,465

(total annual expenses + total capital expenditures)

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	Applicant's Printed Name	Date
X 	Claude Simon	9-16-2016



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Section 2: Rent Roll

Section 3: Certification (REQUIRED)

Page 1 of 1



Commercial Term Lending Rate Lock Agreement

Loan Number 100018625 (Include all nine digits.)
Loan Request \$1,345,000 (Note: This is neither a commitment to lend, nor a guaranty of loan amount.)
Rate Lock Deposit \$13,450
Applicant Charles Henry Properties LLC
Property Address 336 East 56th Street, New York NY 10022

The undersigned ("Applicant") has applied for a loan in the principal amount shown above ("Loan") from JPMorgan Chase Bank, N.A. ("Lender") under the terms of an Application Fee Agreement ("Application Agreement").

Applicant hereby requests that Lender agree to "lock-in" the interest rate on the Loan at 3.25 % per annum ("Locked Rate") for 5 years of the Loan term with a loan origination fee of 0.00 %. If the Application Agreement or the commitment ("Commitment") for the Loan, whether issued before or after the Issue Date set forth beside Lender's signature, provides for an initial fixed-rate period followed by an adjustable-rate period, then the Locked Rate shall only apply to the initial fixed-rate period of the Loan. If Lender executes this Rate Lock Agreement ("Agreement") in the space provided below, Lender agrees that, if the Loan closes on or before the Expiration Date (as defined below), the fixed interest rate on the Loan will be the Locked Rate. As used in this Agreement, the term "Expiration Date" means the date that is:

Sixty (60) calendar days (1% Rate Lock Deposit)

from the Issue Date; provided, however, if the Expiration Date would otherwise fall on a day that is not a Business Day (as defined below), the Expiration Date shall be extended through the next Business Day. "Business Day" means a day on which Lender's office that administers rate locks for multi-family and commercial loans is generally open. **Notwithstanding the foregoing, Lender may, at Lender's sole election, extend the Expiration Date one time for a period not to exceed 14 calendar days from the Expiration Date ("Extended Expiration Date"). Lender shall provide Applicant with written notice (which may be sent by email) of the Extended Expiration Date and reference to Expiration Date shall mean the Extended Expiration Date. All other terms and conditions of this Rate Lock Agreement shall remain unchanged.**

In order for Applicant to "lock-in" the daily fixed interest rate quoted for the Issue Date and identified as the Locked Rate above, 1) Lender must receive this Agreement signed by Applicant and accompanied by a rate lock deposit ("Rate Lock Deposit") in the amount stated above, paid in a manner acceptable to Lender, **no earlier than 7:30 a.m. and no later than 11:00 a.m.** Pacific time on the Issue Date, and 2) Lender must then provide Applicant with a copy of this Agreement signed by Lender. Facsimile, scanned copy and any other electronic signature hereof shall be deemed to be a true and legally binding signature with the same force and effect as an original. The interest rate on the Loan may not be locked in any other manner.

The Rate Lock Deposit will be credited to the Applicant at the closing of the Loan if the Loan is closed on or before the Expiration Date. If the Loan is not funded on or before the Expiration Date for any reason (other than as a result of Lender's failure to make the Loan, notwithstanding Applicant's satisfaction of all of the conditions to the funding of the Loan set forth in the Application and any related Commitment), Applicant will pay a fee to Lender as described below ("Cancellation Fee") within 15 calendar days after written demand. The Rate Lock Deposit will be retained by Lender as partial payment of the Cancellation Fee. In particular, actions or inaction by Applicant causing the failure of the Loan to close will require payment of the Cancellation Fee to Lender. These may include, but are not limited to, withdrawal by Applicant of the application for the Loan, failure by Applicant to respond to Lender's requests for documents or information, failure by Applicant to accept the Commitment (even if it is in an amount lower than the requested Loan amount), or failure by Applicant to close the Loan in accordance with all of Lender's closing conditions. The Cancellation Fee shall be the greater of 1) the Rate Lock Deposit, or 2) any and all costs incurred by Lender ("Costs") in connection with the execution, maintenance, and cancellation of this Agreement, including, but not limited to, attorneys' fees and costs. Those Costs may result from, but are not limited to, losses incurred as a result of a difference in market rates between the Issue Date and the date on which this Agreement shall be deemed by Lender to have been cancelled ("Cancellation Date"). Lender shall in its sole discretion exercised in good faith determine the Cancellation Date and the amount of the Costs, using methodologies generally employed by Lender at the time for such purpose.

To the extent any of the terms and conditions of this Agreement are inconsistent with the terms of the Application Agreement or the Commitment with respect to the locking-in of the interest rate on the Loan and with respect to related deposits, fees, and charges, this Agreement will control. **Nothing contained herein is intended to be nor shall constitute, a commitment to make a loan to Applicant or to commit to any specific loan terms including loan amount.**

Applicant Signature

X

Date

10-26-16

To be completed only by the Rate Lock Desk:

Lender confirms receipt of this Agreement and the Rate Lock Deposit and confirms that the interest rate on the Loan has been "locked-in" at the Locked Rate specified above until the Expiration Date.

JPMorgan Chase Bank, N.A.

By

Its

Issue Date

Expiration Date

Program Code

**Instructions:**

- Please complete sections 2, 3 and 4, sign and return by fax or email to: Ryan Muirhead
Fax: 855-301-8594
Email: ryan.j.muirhead@chase.com
- If the account is a business checking account, provide documentation evidencing that the signer is authorized to initiate debits on behalf of the business account holder.

Section 1: Loan Information

Loan #: <u>100018625</u>	<input type="checkbox"/> Application Fee- Amount: _____	<input checked="" type="checkbox"/> Rate Lock Deposit- Amount: <u>\$13,450</u>
Loan #: _____	<input type="checkbox"/> Application Fee- Amount: _____	<input type="checkbox"/> Rate Lock Deposit- Amount: _____
Loan #: _____	<input type="checkbox"/> Application Fee- Amount: _____	<input type="checkbox"/> Rate Lock Deposit- Amount: _____
Loan #: _____	<input type="checkbox"/> Application Fee- Amount: _____	<input type="checkbox"/> Rate Lock Deposit- Amount: _____
Loan #: _____	<input type="checkbox"/> Application Fee- Amount: _____	<input type="checkbox"/> Rate Lock Deposit- Amount: _____
TOTAL: _____	Application Fee- Sub Total: _____	Rate Lock Deposit- Sub Total: <u>\$13,450</u>

Section 2: Applicant Information

Applicant Name(s): <u>Charles Henry Properties, LLC</u>	Phone#: <u>212 683 9300</u>	Email: <u>claudio@charleshenryproperties.com</u>
Applicant Name(s): _____	Phone#: _____	Email: _____

Section 3: Bank Account Information

Rate Lock and Application fees cannot be debited from non-transaction accounts such as Certificates of Deposit or from Equity Lines of Credit accounts.
Rate Lock fees for certain loan programs cannot be debited from non-Chase accounts. Contact your sales team for details.

Non- CHASE Account:

Please ensure that your bank allows Automated Clearing House (ACH) withdrawals to this account.

Account Type: ☐ Personal Checking ☒ Business Checking

Name on Account: Charles Henry Properties, LLC

Bank Name: Citibank

Bank City/State: New York, NY

Bank Routing #: 021000089

Account Number: 4976033021

Routing Number 222222222 Account Number 000 111 555 1027

CHASE Account:

Account Type: ☐ Personal Checking ☐ Savings

Name on Account: _____

☐ Business Checking ☐ Money Market

Account Number: _____

In the case of the payment being rejected for Non Sufficient Funds (NSF), the undersigned agrees that Lender (as defined below) may at its discretion attempt to process the debit again within 180 calendar days. Each attempt will be initiated as a separate transaction from the authorized payment. The undersigned acknowledges that the origination of ACH transactions to the above account must comply with the provisions of U.S. law.

Section 4: Authorization

The undersigned authorizes JPMorgan Chase Bank, N.A. ("Lender") to initiate debit(s) from the personal or business checking account specified above. If the specified account is a business checking account, the undersigned represents and warrants that he/she is duly authorized on behalf of the business customer account holder to initiate debits to such account on behalf of such business customer and the undersigned is attaching documentation evidencing such authorization, which must be in a form acceptable to Lender. By signing this form, the undersigned gives Lender permission to initiate a one-time debit from the account above, for the amount indicated, on or after the authorization date below.

This authorization will remain in full force and effect until Lender has received written notification from the undersigned of its termination in such time and in such manner as to afford Lender and the undersigned's bank a reasonable opportunity to act upon it. The undersigned hereby certifies that the account information and all other information are true and correct.

Signature X <u>Claudio Simon</u>	Authorization Date <u>10/22/16</u>	Signature X _____	Authorization Date _____
Print Name Claude Simon	Print Name _____		

Internal Use Only

****Must be completed by sales team after client returns signed form****

Prepared By: Ryan Muirhead SID: I514815 Cost Center: 476529 Date: 10/26/16

☐ Second Submission

Second Submission Date: _____

For rate locks, submit to the Rate Lock Desk (with rate lock package) and Cash Management. For application fee only, submit to Cash Management.



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04/15/12

JPMorgan Chase Bank, N.A. Member FDIC. All products and services provided by JPMorgan Chase Bank, N.A. and its affiliates.



**Commercial Term Lending
DHCR Release Authorization**

Commercial Term Lending
1985 Marcus Avenue, Floor 1
New Hyde Park, NY 11042

Date: 10/22/2016

State of New York
Division of Housing and Community Renewal (DHCR)
Office of Rent Administration
55 Hanson Place
Brooklyn, NY 11217

Re: 336 East 56th Street, New York NY 10022
All applicable property addresses

MDR # 117723

To whom it may concern:

I, Claude Simon, Charles Henry Properties, LLC, am the owner of the above referenced property.
I hereby authorize _____, acting on behalf of
JPMorgan Chase Bank, N.A., to obtain a certified copy of the DHCR printout from 1984 to present and a list of cases.

If the property is owned by an entity, I hereby certify that: (i) I am the Managing Member/General Partner/Secretary of the LLC/Partnership/Corporation that owns the property; and (ii) I am authorized to execute documents to obtain Rent Registration printouts and other information from the New York State DHCR, in the name and on behalf of such entity.

Thank you for your cooperation.

Sincerely,

Signature (Owner)

Required attachments:

- ☐ Copy of the current property deed
- ☐ Entity documentation (if an entity)

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)



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: Claude Simon Date: 10-22-2016