

Prod Date: March 27, 2017

Mega HH Name: MICHAEL COHEN  
Client Name: MICHAEL COHEN

Mega HH Officers:   
Client Officers:

Mega HH Key:   
Customer Key:

Accounts as Primary Accountholder

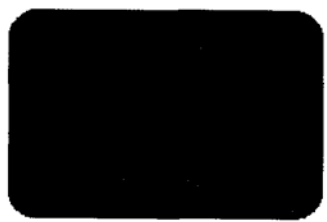
Product	Account Number	Name	Status	Open Date	Interest Rate	Prior Day Bal	12 Month Avg Bal	Commitment Bal	Officer
Checking	<input type="text"/>	COHEN MIC	Open	6/13/11	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Checking	<input type="text"/>	COHEN MIC	Open	8/15/11	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
HELOC	<input type="text"/>	COHEN MIC	Open	2/29/16	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
HELOC - Checking	<input type="text"/>	COHEN MIC	Open	2/29/16	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Single Family Residence	<input type="text"/>	COHEN MIC	Open	5/3/13	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Single Family Residential	<input type="text"/>	COHEN MIC	Open	7/21/11	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

b6 per FBI  
b7C per FBI

Accounts as Secondary Accountholder

Product	Account Number	Name	Status	Relationship	Open Date	Interest Rate	Prior Day Bal	12 Month Avg Bal	Commitment Bal	Officer
Checking	<input type="text"/>	ESSENTIAL CONSU	Open	Authorized Signer (Business)	10/26/16	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0.00	<input type="text"/>
Checking	<input type="text"/>	BO AND ABE REAL	Open	Authorized Signer (Business)	8/1/13	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0.00	<input type="text"/>

b6 per FBI  
b7C per FBI



<https://crb/Customer>

b6 per FBI  
b7C per FBI

**BUSINESS MASTER SIGNATURE CARD  
RESOLUTION AND AGREEMENT TO OPEN ACCOUNTS  
AND SERVICES**



**FIRST REPUBLIC BANK**  
It's a privilege to serve you®

Please check the applicable box:  Single Account or  Multiple Accounts

Note: If neither box is checked, this Resolution to Open Accounts will be used for multiple accounts of the same ownership.

b6 per FBI  
b7C per FBI

**Type of Business/Non-Personal Entity**

- Corporation    Partnership    LLC    Sole Proprietor    Profit Sharing/Pension/Retirement Plan    Fiduciary/Trust  
 Other \_\_\_\_\_

Account Name & Address:		ESSENTIAL CONSULTANTS LLC			
		US			
Mailing Address (if different):					
Tax Identification #:		Tax ID (EIN/SSN) Belongs To:		ESSENTIAL CONSULTANTS LLC	
Business Phone:		Fax #:		Cell #:	
Type of Business		541690 Consulting			

I hereby certify that:

- I am the duly authorized officer, member, manager, partner, secretary, or trustee of the Business or Non-Personal Entity named above ("Entity").
- The following Resolution is duly adopted and authorized by the Entity.
- Pursuant to this Resolution, the Entity shall establish deposit account(s) with First Republic Bank, ("Bank") in accordance with the applicable terms and conditions,
- The following individuals will be the Authorized Signers on the deposit account(s) at the Bank:
 

a) Michael Cohen _____	g) _____
b) _____	h) _____
c) _____	i) _____
d) _____	j) _____
e) _____	k) _____
f) _____	l) _____
- Any Authorized Signer May:
  - open additional accounts with the Bank in the name of the Entity;
  - sign checks on, issue stop payment orders regarding, or withdraw funds from, any account in the name of the Entity;
  - negotiate items made payable to the Entity;
  - amend authorized signer authority for the Entity's accounts with the Bank; and
  - execute any additional documents the Authorized Signer may deem necessary or desirable to meet the purpose and objective of the Entity.
- The Bank may honor all checks or withdrawals made on this (these) accounts on the signatures of Authorized Signers and shall not be liable for any direct or consequential loss the Entity may incur as a result of any act by any such Authorized Signer in connection with accounts opened under this Resolution, except as may be caused by the Bank's gross negligence or unlawful acts.
- If the Entity's internal operating procedures require the signature of more than one Authorized Signer for withdrawals, on behalf of the Entity I/we acknowledge that the Bank has no responsibility to monitor this requirement.
- The authority conferred in this Resolution will be deemed retroactive and any authorized acts that were performed prior to the execution of this Resolution are approved and ratified.

This Resolution has not been amended or rescinded, is in full force and effect, and does not conflict with any provision of the Entity's Articles/Bylaws/Operating Agreements, or laws of the state where formed. The Bank is authorized to rely upon this Resolution until the Bank has received written notice of any amendment or rescission of this Resolution, and until it has acknowledged in writing receipt of such notice.



**BUSINESS MASTER SIGNATURE CARD  
RESOLUTION AND AGREEMENT TO OPEN ACCOUNTS  
AND SERVICES**



**FIRST REPUBLIC BANK**  
It's a privilege to serve you®

**Acknowledgement/Agreement** By signing below, I hereby acknowledge receipt of the Bank's current Account Disclosure and Agreement ("Agreement") and Rate Sheet prior to the opening of these accounts. I acknowledge that rates are subject to change without notice. I agree to open all accounts with the same vesting using one Master Signature Card ("Card") and that all such accounts are subject to the terms and conditions contained in the Card and Agreement. The Bank may terminate this Agreement at any time with or without notice. I may terminate this Agreement upon providing written notice to the Bank. Such termination shall be effective on the next Business Day following the day the Bank receives written notice of such termination (unless the Bank otherwise specifically agrees to an earlier termination) or such later date as specified in that notice.

By signing below, I authorize the Bank to obtain verifications and reports on my accounts and financial affairs, such as credit bureau and account status reports on the above referenced business and me as an individual, in connection with the business identified above. I understand that the Bank requests this information for legitimate business reasons. Should the information obtained from any such verification or report cause the Bank to decide to deny the application for an account or take any other action with respect to an account of the above-named business, I also authorize the Bank to communicate to any co-applicant and to any co-owner, director, or officer of the business that the denial was based in whole or in part on such information.

The undersigned hereby applies for accounts with the Bank of the type designated on the reverse of this Card and certifies that the signature(s) appearing on the reverse is/are genuine signature(s) for the account. I understand that the Bank will handle my/our funds according to the Bank agreements for services of this type. I understand that the Bank will inform me/us of any changes that affect my/our rights as an accountholder.

Under penalties of perjury, I certify that:

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

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

If you request access to the Bank's products and services, you will be provided with the Business Product Terms and Conditions booklet or other applicable disclosures. By executing this Card, you agree to be bound by the terms of use for the chosen product(s) or service(s). Your use of the product or service will be evidence of your agreement to its terms. If you request additional services in the future, they will be governed by the Agreement and the applicable product or service disclosure, unless we advise you otherwise.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Print Name(s) <b>Michael Cohen</b>	Title: (Check at least one) <input type="checkbox"/> President <input type="checkbox"/> Secretary <input type="checkbox"/> Managing Member <input type="checkbox"/> Other: <input type="checkbox"/> General Partner <input type="checkbox"/> All Partners (Informal Partnership/Joint Venture) <input type="checkbox"/> Trustee <small>(GP/LP/LLP)</small> <small>(Please Describe)</small>
Signature(s) 	Date <b>10-26-16</b>

*Upon execution this agreement may be delivered by facsimile copy or email attachment and the copy shall be deemed to have the same effect as the original.*

**INITIAL ACCOUNT(S) OPENED UNDER THE MASTER SIGNATURE CARD**

b6 per FBI  
b7C per FBI

**FOR FRB USE ONLY**

Account Number	Account Subtitle	Open Date	Open By
		10/26/2016	

Member FDIC

**ADDENDUM TO BUSINESS MASTER SIGNATURE CARD  
RESOLUTION AND AGREEMENT TO OPEN ACCOUNTS  
AND SERVICES**  
AUTHORIZED SIGNER (ONE ADDENDUM PER AUTHORIZED SIGNER)



**FIRST REPUBLIC BANK**  
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**Account Name:** ESSENTIAL CONSULTANTS LLC

The individual named below is an Authorized Signer on the deposit account(s) listed on the Business Master Signature Card Resolution and Agreement.

**To be completed by Authorized Signer:**

Legal Name	Michael Cohen		
Home Address			
Mailing Address (if different from above)			
SSN			
Date of Birth			
Mother's Maiden Name			
ID Type and Number	Drivers License		
Home Phone Number			
Cell Phone Number			
Work Phone Number			
Fax Number			
Employer's Name			
Occupation	LAW		
Email Address			
Email Address (Alternate)			

b6 per FBI  
b7C per FBI

By signing below, I authorize First Republic Bank to obtain verifications and reports on my accounts and financial affairs, such as credit bureau and account status reports on the above referenced business and me as an individual, in connection with the business identified above. I understand that First Republic Bank requests this information for legitimate business reasons. Should the information obtained from any such verification or report cause First Republic Bank to decide to deny the application for an account or take any other action with respect to an account of the above-named business, I also authorize First Republic Bank to communicate to any co-applicant and to any co-owner, director, or officer of the business that the denial was based in whole or in part on such information.

Signature of Authorized Signer

Michael Cohen

Date

10-26-16

*Upon execution this agreement may be delivered by facsimile copy or email attachment and the copy shall be deemed to have the same effect as the original.*

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "ESSENTIAL CONSULTANTS LLC", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF OCTOBER, A.D. 2016, AT 10:21 O`CLOCK A.M.



6185135 8100  
SR# 20166361436

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203225394  
Date: 10-26-16

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 10:21 AM 10/17/2016  
FILED 10:21 AM 10/17/2016  
SR 20166222994 - File Number 6185135

**STATE of DELAWARE  
LIMITED LIABILITY COMPANY  
CERTIFICATE of FORMATION**

**ESSENTIAL CONSULTANTS LLC**

**First:** The name of the limited liability company is Essential Consultants LLC.

**Second:** The address of its registered office in the State of Delaware is 160 Greentree Drive, Suite # 101 in the City of Dover, County of Kent, Zip code 19904. The name of its registered agent at such address is National Registered Agents, Inc.

**In Witness Whereof,** the undersigned has executed this Certificate of Formation this 17<sup>th</sup> day of October, 2016.

By: /s/ Michael Cohen  
Authorized Person

Name: Michael Cohen

b6 per FBI  
b7C per FBI



# FIRST REPUBLIC Know Your Customer (KYC)

It's a privilege to serve you®

Party ID	Created By	Last Updated By
[redacted]	[redacted] 10/26/2016 10:52 AM PDT	[redacted] 10/26/2016 11:04 AM PDT

b6 per FBI  
b7C per FBI

Roles	EDD Reference ID
Legal Entity - Completed	N/A

## Customer Identification Program (CIP)

**Legal Entity Name**  
ESSENTIAL CONSULTANTS LLC

**TIN**  
[redacted]

**Primary Address**  
[redacted] United States

b6 per FBI  
b7C per FBI

**Alternate Completed By**  
[redacted]

## CIP Verification

Document Type Provided	Date of Formation	Country of Formation	Expiration Date
Articles or Certificate of Incorporation/Formation	10/17/2016	United States	

## Customer Due Diligence

**Years at current principal place of business**  
0 to 1 Years

**Is the entity a Nonbank Residential Mortgage Lender & Originator loan or finance company?**  
No

**Is 10% or more of this entity foreign government owned?**  
No

**Referral Source**  
First Republic Client

**Name of Referral Source**  
MICHAEL COHEN

**Referral Source's Length of Relationship with the Bank (i.e. 2 months, 3 years, etc.)**  
[redacted]

**Entity type**  
Limited Liability Company (LC, LLC)

**Entity sub-type**  
[redacted]

b6 per FBI  
b7C per FBI



None

Is this Entity considered a non-operational personal estate planning or asset protection vehicle, commonly referred to as a Personal Investment Company(PIC) or Private Investment Vehicle(PIV)?

No

Is the entity engaged in any of the below types of activities?

(Check all that apply)

No

Does the entity derive income/funds, including investment in or loan repayment, (either directly or indirectly) from any of the below types of activities? (check all that apply)

No

Is the entity associated with Political Fundraising/Political Action Committee (PAC)?

No

### Industry / Activity

Entity NAICS Category

Professional Services - Other

Entity NAICS description

Management Consulting (including HR and Marketing) - 541611

### Business Narrative

Business Narrative	Date Entered
1 MICHAEL COHEN IS OPENING ESSENTIAL CONSULTANTS LLC AS A REAL ESTATE CONSULTING COMPANY TO COLLECT FEES FOR INVESTMENT CONSULTANTING WORK HE DOES FOR REAL ESTATE DEALS.	10/26/2016

### Privately-Owned ATM

Does the Entity have a privately owned ATM at any of their business locations?

No

Does the Entity provide check cashing, sell monetary instruments, or sell lottery tickets at any of their business locations?

No

### Bearer Shares

Does the entity permit issuance or conversion of its ownership shares in bearer form (i.e. a bearer share entity)?

No

Does any entity within the accountholder's ownership structure permit issuance or conversion of its ownership shares in bearer form (i.e. a bearer share entity)?

No

### Other Information

Business Operations

Service Provider

Country of Headquarters

Countries of Primary Trade and Operations

United States



United States

Does any signer for this entity act as an agent on behalf of a company whose business is to establish, organize and manage corporations (i.e. Nominee Company - act as a Registered Agent, or to perform UCC search and filing, compliance and entity services)?

No

For non-public companies, identify the top individual in Executive/Senior Management (Chairman, Chief Executive Officer (CEO), President, Chief Operating Officer (COO), Chief Financial Officer (CFO), or equivalent such as General Partner)

Full Legal Name	Position Held	Country of Residence
MICHAEL COHEN	OWNER	United States

### SFPFs/PEPs Information

Is the entity a state-owned enterprise or an entity that has been formed by, or for the benefit of, a senior foreign political figure defined as the below? Or are any of the beneficial owners, Board members, senior managers, or signers of the client a senior foreign political figure defined as the below?

1) A current or former:

- Senior official in the executive, legislative, administrative, military, or judicial branches of a foreign government (whether elected or not).
- Senior official of a major foreign political party.
- Senior executive of a foreign-government-owned commercial enterprise.

2) An immediate family member (including spouses, parents, siblings, children, and a spouse's parents and siblings) of any such individual.

3) A person who is widely and publicly known (or is actually known by the relevant bank) to be a close associate of such individual.

(For purposes of this definition, the terms "senior official" or "senior executive" mean an individual with substantial authority over policy, operations, or the use of government-owned resources.)

No

### Beneficial Owner

Does the Entity have applicable Beneficial Owners?

No

### Account Details

Purpose of Account(s)

Deposits - Operating

Source of Funds?

Royalties/residuals

Is the source of funds/income primarily derived from within the U.S. or a U.S. based company?

Yes

Does this Entity/Individual support FBO account?

No

### Products and Expected Activity

Online Banking

**Wires**

**Incoming: Total dollar range per Month**

\$1-\$10,000

**Outgoing: Total dollar range per Month**

None

**Incoming: Total transactions per Month**

1-20

**Outgoing: Total transactions per Month**

None

**List any/all countries Electronic Debits / Credits (Wires) will be transacted**

United States

**ACH / Electronic Transfers**

**Credits (Receiving): Total dollar range per Month**

\$1-\$10,000

**Debits (Sending): Total dollar range per Month**

None

**Credits (Receiving): Total transactions per Month**

1-20

**Debits (Sending): Total transactions per Month**

None

**List any/all countries Electronic Debits/Credits (ACH) will be transacted**

United States

**Expected Activity Narrative(s)**

	Expected Activity Narrative	Date Entered
1	THIS ENTITY WILL BE SET UP TO RECEIVE CONSULTING FEES IN THE FORM OF WIRES AND ACH - ALL UNDER 10K 1-2 A MONTH. THE WIRES AND FEES WILL BE INCOME FROM CONSULTING WORK FROM PERSONAL CLIENTS ALL DOMESTIC. HE WILL THEN INTERNALLY TRANSFER THE FUNDS TO HIS PERSONAL ACCOUNT AT FIRST REPUBLIC. HE IS SETTING THIS ACCOUNT TO KEEP THE INCOME FROM HIS CONSULTING WORK SEPERATE.	12/19/2016

Signature: \_\_\_\_\_

CLOSE

**From:** [redacted]  
**To:** [redacted]  
**Cc:** [redacted]  
**Subject:** Essential Consulting  
**Date:** Monday, December 19, 2016 8:00:26 PM  
**Attachments:** [kvc.pdf](#)

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b6 per FBI  
b7C per FBI

Hi [redacted]

I just resubmitted this in Flightpath for Essential Consulting –

The NAICS should be 541611 – I will fix the signature card and scan tomorrow.

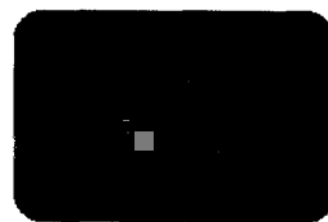
All the best,

[redacted]

Preferred Banking Offices  
First Republic

575 Madison Avenue | New York, NY 10022  
Office: [redacted] | Fax: [redacted]  
Email: [redacted]

b6 per FBI  
b7C per FBI





**FIRST REPUBLIC** Know Your Customer (KYC)  
It's a privilege to serve you\*

Party ID	Created By	Last Updated By
[Redacted]	[Redacted] 10/26/2016 10:52 AM PDT	[Redacted] 12/19/2016 4:49 PM PST

Roles	EDD Reference ID
Legal Entity - Completed	N/A

b6 per FBI  
b7C per FBI

**Customer Identification Program (CIP)**

Legal Entity Name ESSENTIAL CONSULTANTS LLC	TIN [Redacted]
	Primary Address [Redacted] United States

b6 per FBI  
b7C per FBI

Alternate Completed By  
[Redacted]

**CIP Verification**

Document Type Provided	Date of Formation	Country of Formation	Expiration Date
Articles or Certificate of Incorporation/Formation	10/17/2016	United States	

**Customer Due Diligence**

Years at current principal place of business 0 to 1 Years	Referral Source First Republic Client
Is the entity a Nonbank Residential Mortgage Lender & Originator loan or finance company? No	Name of Referral Source MICHAEL COHEN
	Referral Source's Length of Relationship with the Bank (i.e. 2 months, 3 years, etc.) [Redacted]
	Entity type Limited Liability Company (LC, LLC)
	Entity sub-type None
	Is 10% or more of this entity foreign government owned? No
Is this Entity considered a non-operational personal estate planning or asset protection vehicle, commonly referred to as a Personal Investment Company(PIIC) or Private Investment Vehicle(PIV)? No	
Is the entity engaged in any of the below types of activities? (Check all that apply) No	

b6 per FBI  
b7C per FBI



Does the entity derive income/funds, including investment in or loan repayment, (either directly or indirectly) from any of the below types of activities? (check all that apply)

No

Is the entity associated with Political Fundraising/Political Action Committee (PAC)?

No

**Industry / Activity**

Entity NAICS Category

Professional Services - Other

Entity NAICS description

Management Consulting (including HR and Marketing) - 541611

**Business Narrative**

	Business Narrative	Date Entered
1	MICHAEL COHEN IS OPENING ESSENTIAL CONSULTANTS LLC AS A REAL ESTATE CONSULTING COMPANY TO COLLECT FEES FOR INVESTMENT CONSULTANTING WORK. MICHAEL COHEN IS AN ATTORNEY IN THE TRUMP ORGANIZATION AND WILL USE HIS EXPERIENCE IN REAL ESTATE TO CONSULT ON COMMERCIAL AND RESIDENTIAL REAL ESTATE DEALS. HIS TYPICAL CLIENTS ARE HIGH NET WORTH DOMESTIC INDIVIDUALS. THIS IS NOT HIS MAIN SOURCE OF INCOME AND IS SETTING UP THE ACCOUNT TO KEEP THE REVENUE SEPERATE FROM HIS PERSONAL FINANCES.	12/19/2016

**Money Service Business Activities**

Does the Entity have a privately owned ATM at any of their business locations?

No

Does the Entity provide check cashing, sell monetary instruments, or sell lottery tickets at any of their business locations?

No

**Bearer Shares**

Does the entity permit issuance or conversion of its ownership shares in bearer form (i.e. a bearer share entity)?

No

Does any entity within the accountholder's ownership structure permit issuance or conversion of its ownership shares in bearer form (i.e. a bearer share entity)?

No

**Other Information**

Business Operations

Service Provider

Countries of Primary Trade areas and Operations

United States

Country of Headquarters

United States

Does any signer for this entity act as an agent on behalf of a company whose business is to establish, organize and manage corporations (i.e. Nominee Company - act as a Registered Agent, or to perform UCC search and filing, compliance and entity services)?

No

For non-public companies, identify the top individual in Executive/Senior Management (Chairman, Chief Executive Officer (CEO), President, Chief Operating Officer (COO), Chief Financial Officer (CFO), or equivalent such as General Partner)

Full Legal Name	Position Held	Country of Residence
MICHAEL COHEN	OWNER	United States

**SFPFs/PEPs Information**

Is the entity a state-owned enterprise or an entity that has been formed by, or for the benefit of, a senior foreign political figure defined as the below? Or are any of the beneficial owners, Board members, senior managers, or signers of the client a senior foreign political figure defined as the below?

1) A current or former:

- Senior official in the executive, legislative, administrative, military, or judicial branches of a foreign government (whether elected or not).

- Senior official of a major foreign political party.
  - Senior executive of a foreign-government-owned commercial enterprise.
- 2) An immediate family member (including spouses, parents, siblings, children, and a spouse's parents and siblings) of any such individual.  
 3) A person who is widely and publicly known (or is actually known by the relevant bank) to be a close associate of such individual.

(For purposes of this definition, the terms "senior official" or "senior executive" mean an individual with substantial authority over policy, operations, or the use of government-owned resources.)

No

**Beneficial Owner**

Does the Entity have applicable Beneficial Owners?

No

**Account Details - Deposits**

Purpose of Account(s)

Deposits – Operating

Source of Funds?

Royalties/residuals

Is the source of funds/income primarily derived from within the U.S. or a U.S. based company?

Yes

Does this Entity/Individual support FBO account?

No

**Products and Expected Activity - Deposits**

Online Banking

**Wires**

Incoming: Total dollar range per Month

\$1-\$10,000

Outgoing: Total dollar range per Month

None

Incoming: Total transactions per Month

1-20

Outgoing: Total transactions per Month

None

List any/all countries Electronic Debits / Credits (Wires) will be transacted

United States

**ACH / Electronic Transfers**

Credits (Receiving): Total dollar range per Month

\$1-\$10,000

Debits (Sending): Total dollar range per Month

None

Credits (Receiving): Total transactions per Month

1-20

Debits (Sending): Total transactions per Month

None

List any/all countries Electronic Debits/Credits (ACH) will be transacted

United States

**Expected Activity Narrative(s)**

	Expected Activity Narrative	Date Entered
1	THIS ENTITY WILL BE SET UP TO RECEIVE CONSULTING FEES IN THE FORM OF WIRES AND ACH - ALL UNDER 10K 1-2 A MONTH. THE WIRES AND FEES WILL BE INCOME FROM CONSULTING WORK FROM PERSONAL CLIENTS ALL DOMESTIC. HE WILL THEN INTERNALLY TRANSFER THE FUNDS TO HIS PERSONAL ACCOUNT AT FIRST REPUBLIC. HE IS SETTING THIS ACCOUNT TO KEEP THE INCOME FROM HIS CONSULTING WORK SEPERATE.	12/19/2016

Signature: \_\_\_\_\_

Close



FIRST REPUBLIC BANK  
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# Wire Transfer Authorization and Agreement Form

CHECK HERE IF CLOSING ACCOUNT

Repetitive Name: ESSENTIAL CONSULTANTS LLC

Prepared by: \_\_\_\_\_  
Branch No: 130  
Date: 10/27/16

b6 per FBI  
b7C per FBI

USD Amount: \$	Foreign Amount:	Curr Code:
Written Amount:	FX Rate:	Trader:

### A. Originator/Borrower

Name: ESSENTIAL CONSULTANTS LLC Account No: \_\_\_\_\_  
Address: \_\_\_\_\_

b6 per FBI  
b7C per FBI

Domestic Wire Only	International Wire Only
<b>B. Domestic Bank</b>	<b>C. International Bank</b>
ABA No: <u>122016066</u>	Intermediary Bank
Bank Name: <u>CITY NATIONAL BANK</u>	ABA No: _____
Address: _____	Bank Name: _____
	Address: _____
	Int'l Bank Name _____
	Address _____
	City & Country: _____
	Swift Code: _____
	Sort Code _____

### D. Beneficiary

Name: \_\_\_\_\_ IBAN/Account NO. \_\_\_\_\_  
Address: \_\_\_\_\_

b6 per FBI  
b7C per FBI

E. Originator to Beneficiary Information (OBI) REF: ESSENTIAL CONSULTANTS LLC

F. Purpose of Wire Being Sent (BBI) Retainer

I/we certify that the information contained herein is true, complete and accurate. I/we hereby agree to indemnify and hold First Republic Bank harmless from and against any loss, claim, damage or liability arising out of or resulting from any action taken by First Republic Bank in reliance upon instructions provided in this Wire Transfer Authorization Form. I/we authorize First Republic Bank to transfer funds and debit my/our account for the amount of funds transferred plus the applicable fees as set forth in the instructions herein. I/we agree that such transfer of funds is subject to the First Republic Bank Funds Transfer Agreement found on page 2 of this form.

For Wire Fees, please refer to the appropriate Business or Consumer Schedule of Fees.

Client's Signature: X [Signature] Date: 10/27/16

b6 per FBI  
b7C per FBI

Signature Required Per Approved Wire Limit & Authorization (print name below signature)	X
	X

Wire Operations Only:	
Callback to Branch By:	
Talked To:	
Entered By:	
Control #:	
Approved By:	
Date:	

INTERNAL USE ONLY - Received by: Check one box and complete the necessary steps as indicated.		
<input checked="" type="checkbox"/> In Person	Date: <u>10/27/16</u>	<u>ANGELA M</u>
Funds Verified by:		
Signature Verified by:		
I have reviewed the wire Sudan, or Syria Initials		references to these countries: Crimea, Cuba, Iran, North Korea, (If a listed country is referenced, contact OFAC Screening)
		<input type="checkbox"/> By Email / By Fax / By Mail
		• Perform a callback and complete the Callback
		• Verification Form and attach it to this wire request.



Funds Transfer Agreement ("Agreement")

This Agreement is made between you ("Originator") and First Republic Bank ("Bank"). By requesting Bank to execute funds transfer, Originator hereby agrees to the following terms and conditions:

1. The Bank will exercise reasonable efforts to execute all funds transfer on the Business Day received, when received prior to Bank's daily deadline which Bank may establish from time to time. "Business Day" means that part of a day during which the Bank is open for the receipt and processing of funds transfer. Saturdays, Sundays, and bank holidays are not considered Business Days. Originator agrees that the Bank may handle funds transfer received from Originator and other customers in any order selected by Bank, and that Bank may use any means or routes which Bank, in its sole discretion, considers suitable for the transfer of funds. The Bank shall be under no obligation to make any transfer unless Originator has on deposit with the Bank in one or more accounts available funds sufficient to cover such transfer, or Originator presents sufficient immediate available funds in person and deposit to the account(s) at the time of making the funds transfer request and authorization. However, the Bank may, in its sole discretion execute a funds transfer which causes an overdraft in Originator's account in which case Originator shall be liable for the overdraft and any overdraft fees and interest thereon as set forth in the Account Disclosure which governs Originator's account.
2. For funds transfer made out of the account(s) with the Bank, the Bank will mail an advice to you at the address indicated in the Bank's records. The advice will note the date and the amount of the transfer. Originator agrees to examine the advice promptly upon receipt and to notify the Bank immediately of any discrepancy between the advice and the Originator's records. The Bank shall not be liable for interest compensation, as set forth below, unless the Bank is notified of the discrepancy within 30 days from the date of the Originator's receipt of the confirmation or the Originator's bank statement including the debit for the funds transfer in question, whichever is earlier.
3. Originator agrees to pay all fees as determined by the Bank's fee schedules for funds transfer, which may change from time to time. Originator further agrees to reimburse the Bank for any actual expenses the Bank may incur to effect or revoke any funds transfer or perform any related act at the Originator's request.
4. Originator expressly agrees that the Bank shall be liable to the Originator only for the Bank's negligent performance or non-performance of the services provided pursuant to the Agreement, and that the Bank's responsibility hereunder shall be limited to the exercise of reasonable and ordinary care. The Bank shall not be liable for any error or delay on the part of any third party, including without limitation third parties used by the Bank, in executing any funds transfer or performing a related act, or for any error or delay in executing a funds transfer or performing a related act due to any cause other than the Bank's own failure to exercise reasonable and ordinary care, and no such third party shall be deemed to be the Bank's agent. Further, the Bank shall not be liable to the Originator or any third party for failure to execute any funds transfer or perform a related act if such failure is due to causes or conditions beyond the Bank's reasonable control, including, without limitation, strikes, riots, insurrection, war, military, or national emergencies, acts of God, natural disasters, fire, outage of computers or associated equipment, or failure of transportation or communication methods or power supplies. In no event shall the Bank be liable for special, indirect or consequential damages, including, without limitation, loss or damage from subsequent wrongful dishonor or resulting from the Bank's acts or omissions, except as may be otherwise provided by law. Bank shall not be liable for Originator's attorney fees except as required by law. The Bank's liability shall, in the event of delay or failure to transfer, be limited to the interest on the amount which was to be transferred or the amount which was delayed, whichever is applicable, from business day of receipt of the funds transfer until the Bank executed the funds transfer. The Bank's liability shall, in the event of a transfer of an erroneous amount, be limited to a refund of the amount transferred in error, plus interest thereon from the date of the transfer until the date of the refund, but not to exceed sixty days. Except as may be limited by applicable law, Originator agrees to indemnify the Bank and hold the Bank harmless (including payment of reasonable attorney's fees) against all liability to third parties arising out of, or in connection with, the terms and conditions of this Agreement or the services provided hereunder or otherwise to the Originator's instructions.
5. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the state or commonwealth where the Bank's main office is located, and applicable federal law.
6. Originator acknowledges and agrees that if a funds transfer describes a beneficiary inconsistently by name and account number, payment might be made by the beneficiary's bank on the basis of the account number, even if it identifies a person different from the named beneficiary, and that Originator's obligation to pay the funds transfer requested by the Originator to the Bank shall not be excused by such payment.
7. Bank may at its option accept Originator's cancellations or amendments to a funds transfer. Originator acknowledges that if the Bank attempts to cancel or amend the reversal request or amendment must be agreed to by each financial institution which has accepted a funds transfer related to the funds transfer at issue, before it will be acted upon. Originator further agrees that the Bank shall have no liability if a cancellation or amendment is not effected. Originator agrees that Originator shall indemnify and hold the Bank and officers, directors, employees, and representatives harmless from and against any and all claims, demands, losses, liabilities and expenses, including attorney's fees and costs, resulting directly or indirectly from compliance with Originator's cancellation or amendment request.
8. In the event that the Bank shall be liable to Originator for interest compensation hereunder or under applicable law, interest shall be calculated on the basis of the average Federal Funds rate at the Federal Reserve Bank of San Francisco for each day of the period involved computed on the basis of a 365-day year and shall be remitted by direct payment to Originator or other payment mutually agreed upon by Originator and Bank.
9. The Bank hereby gives notice that funds transfer may be executed through Fedwire, a funds transfer system operated by the Federal Reserve Bank, through a correspondent selected by the Bank. With respect to funds transfers which are executed through Fedwire, Federal Reserve Regulation J and all applicable operating circulars shall govern the funds transfers. With respect to funds transfer executed through the Bank's correspondent who may use CHIPS (Clearing House Interbank Payments System), a funds transfer system operated by the New York Clearing House or SWIFT (Society for Worldwide Interbank Financial Telecommunication), the CHIPS Operating Rules or the SWIFT Operating Rules shall govern the funds transfer.
10. If U.S. Dollars are to be paid outside of the United States, a correspondent (intermediate) bank that accepts U.S. Dollars on behalf of the beneficiary bank listed must be provided. If a correspondent bank is not provided, First Republic Bank holds the right, without liability, to cover the funds and to pay the U.S. Dollar equivalent in local currency.
11. If a funds transfer is to a foreign country, and if for any reason the credit covered by the foreign remittance herein is returned or re-credited to Bank, Originator agrees to accept a refund in the equivalence of United States Dollars for the amount of the foreign money credited based on the current buying rate on the date of the refund less any charges and expenses of Bank or Bank's agent.
12. The Bank will use best efforts to provide oral, written or electronic notice to Originator of rejection of a funds transfer on the execution date of the funds transfer provided, however the Bank shall not be liable to Originator for its failure to give such notice.
13. Originator acknowledges that any Request and/or funds transfer that is executed by Bank will be subject to rules and regulations applicable to fund transfers, including but not limited to record keeping and information transmittal requirements under the Federal Bank Secrecy Act, and/or the fund transfers provision of the applicable Uniform Commercial Code and/or the Office of Foreign Assets Control (OFAC).

Customer Initials 

Document ID: 0.7.103.225945

From:

b6 per FBI  
b7C per FBI

To:

Cc:

Bcc:

Subject: Federal Reference Number

Date: Thu Oct 27 2016 10:50:41 EDT

Attachments:

Hi Michael,

The Federal Reference # for your wire is:

b6 per FBI  
b7C per FBI

All the best,

Preferred Banking Offices  
First Republic

575 Madison Avenue | New York, NY 10022

Office:  | Fax:

Email:

b6 per FBI  
b7C per FBI



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First Republic Bank and its related entities do not take responsibility for, or accept time-sensitive instructions sent by email including orders, funds transfer instructions or stop payments on checks. All instructions of this nature must be handled by direct communication, not email.

We reserve the right to monitor and review the content of all email communications sent or received. Emails sent to or from this address may be stored in accordance with regulatory requirements.

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**Michael D. Cohen**  
**Statement of Financial Condition**  
**September 30, 2017**



Independent Accountants' Compilation Report

Michael D. Cohen  
New York, New York

b6 per FBI  
b7C per FBI

JEFFREY A. GETZEL, CPA CFF

Michael D. Cohen is responsible for the accompanying financial statements of Michael D. Cohen which comprise the statement of financial condition as of September 30, 2017, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or the completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements

Accounting principles generally accepted in the United States of America require that personal financial statements include a provision for estimated income taxes on the differences between the estimated current values of assets and the estimated current amounts of liabilities and their tax bases. The accompanying statement of financial condition does not include such a provision, and the effect of this departure from accounting principles generally accepted in the United States of America has not been determined.

Because the significance and pervasiveness of the matter discussed above make it difficult to assess its impact on the statement of financial condition, users of this financial statement should recognize that they might reach different conclusions about the financial condition of Michael D. Cohen if they had access to a revised statement of financial condition prepared in conformity with accounting principles generally accepted in the United States of America.

Michael D. Cohen has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the statement of financial condition, they might influence the user's conclusions about the financial condition of Michael D. Cohen. Accordingly, this statement of financial condition is not designed for those who are not informed about such matters.

Certified Public Accountants

Woodbury, New York  
October 6, 2017

GETZEL SCHIFF  
& PESCE LLP  
CERTIFIED PUBLIC ACCOUNTANTS

100 CROSSWAYS PARK WEST  
SUITE 403  
WOODBURY, NY 11797

P 516.692.8500  
F 516.692.8511

www.GSPcpa.com

Michael D. Cohen  
Statement of Financial Condition  
September 30, 2017

Assets

Cash		\$	1,250,000
Investments in Closely Held Companies			
New York City Taxi Medallion Entities - Schedule 1	\$	5,766,000	
Chicago Taxi Medallion Entities - Schedule 1		979,000	
Real Estate Entities - Schedule 2		<u>10,885,000</u>	
Total Investments in Closely Held Companies			17,630,000
Investment in Real Estate - [REDACTED]			3,200,000
Personal Residence - New York, NY - Held in Trust	b6 per FBI b7C per FBI		11,000,000
[REDACTED]			<u>350,000</u>
<b>Total Assets</b>		\$	<u><u>33,430,000</u></u>

Liabilities and Net Worth

Loans Payable to Medallion Entities		\$	20,500,000
Notes Payable - New York City Taxi Medallions - Schedule 1			[REDACTED]
Notes Payable - Chicago Taxi Medallions - Schedule 1			[REDACTED]
Mortgage Payable - Residence, New York, NY			[REDACTED]
Mortgage Payable - [REDACTED]			[REDACTED]
<b>Total Liabilities</b>			45,630,000
<b>Net Worth (Deficit)</b>			<u>(12,200,000)</u>
<b>Total Liabilities and Net Worth</b>		\$	<u><u>33,430,000</u></u>

b6 per FBI  
b7C per FBI

See the accompanying independent accountants' compilation report.

Michael D. Cohen  
 Closely Held Entities Holding Taxi Medallion Rights  
 September 30, 2017

Schedule 1

b6 per FBI  
 b7C per FBI

Closely Held Entities Holding New York City Taxi Medallion Rights

Name of Entity	Medallions Owned	Ownership Percentage	Market Value	Note Holder	Note Payable
[Redacted]	2	100%	\$ 372,000	Sterling Bank	\$ 1,250,000
	2	100%	372,000	Sterling Bank	1,250,000
	2	100%	372,000	Sterling Bank	1,250,000
	2	100%	372,000	Sterling Bank	1,250,000
	2	100%	372,000	Sterling Bank	1,250,000
	2	100%	372,000	Sterling Bank	1,250,000
Mad Dog Cab Corp.	2	50%	186,000	Sterling Bank	1,250,000
[Redacted]	2	100%	372,000	Sterling Bank	1,250,000
	2	100%	372,000	Sterling Bank	1,250,000
	2	100%	372,000	Sterling Bank	1,250,000
	2	100%	372,000	Sterling Bank	1,250,000
	2	100%	372,000	Sterling Bank	1,250,000
	2	100%	372,000	Sterling Bank	1,250,000
	2	100%	372,000	Sterling Bank	1,250,000
	2	100%	372,000	Sterling Bank	1,250,000
Total	<u>32</u>		<u>\$ 5,766,000</u>		<u>\$ 20,000,000</u>

Closely Held Entities Holding Chicago Taxi Medallion Rights

[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
			<u>\$ 979,000</u>	[Redacted]

b6 per FBI  
 b7C per FBI

See the accompanying independent accountants' compilation report.



Michael D. Cohen  
Schedule of Real Estate Entities  
September 30, 2017

Schedule 2

Name of Entity	Ownership Percentage	Estimated Fair Market Value Net of Mortgages
Total		\$ <u>10,885,000</u>

b6 per FBI  
b7C per FBI

See the accompanying independent accountants' compilation report.