

Putnam County
INDUSTRIAL DEVELOPMENT AGENCY

APPLICATION

William Nulk, Chairman
PUTNAM COUNTY INDUSTRIAL DEVELOPMENT AGENCY
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For NYS Legislation and Compliance requirements see Authorities
Budget Office at: <http://www.abo.ny.gov/>

For information on Members and Committees, Policies and Bylaws,
Uniform Tax Exempt Policy and Annual Reports, See:
www.putnamida.com

Section I: Applicant Information

Please answer all questions. Use "None" or "Not Applicable" where necessary.

A) Applicant Information-company receiving benefit:

Applicant Name: Ahana Hospitality, LLC by Shalinder Nichani, Member

Applicant Address: 26 Mill River Street, Stamford, CT 06902

Phone: (203) 550-7747 Fax: _____

Website: _____ E-mail: shellynichani@msn.com

- Federal ID#: 47-2112933 NAICS: NAICS Code 721110

State and Year of Incorporation/Organization: June 30, 2014 in State of CT

List of stockholders, members, or partners of Applicant: Shalinder Nichani as to 50% and Anita Mehra as to 50%

Will a Real Estate Holding Company be utilized to own the Project property/facility? Yes No

What is the name of the Real Estate Holding Company _____

Federal ID#: _____

State and Year of Incorporation/Organization: _____

List of stockholders, members, or partners of Real Estate Holding Company: _____

SEE ATTACHMENT 1 FOR LLC INFORMATION.

B) Individual Completing Application:

Name: Michael T. Liguori, Esq. of Hogan & Rossi with Shalinder Nichani

Title: Attorney

Address: 3 Starr Ridge Road, Brewster, NY 10509

Phone: 845-279-2986 Fax: _____

E-Mail: mtliguori@hoganandrossi.com

C) Company Contact (if different from individual completing application):

Name: Shalinder Nichani (Shelly)

Title: Managing Member

Address: 26 Mill River Street, Stamford, CT 06902

Phone: see above Fax: _____

E-Mail: see above

D) Company Counsel:

Name of Attorney: Michael T. Liguori, Esq. of Hogan & Rossi

Firm Name: See above.

Address: _____

Phone: _____ Fax: _____

E-mail: _____

E) Identify the assistance being requested of the Agency (select all that apply):

- 1. Exemption from Sales Tax Yes No
 - 2. Exemption from Mortgage Tax—1.05% Yes No
 - 3. ***Payment for Exemption from Real Property Tax---PILOT Yes No
 - 4. Tax Exempt Financing * Yes No
- * (typically for not-for-profits & small qualified manufacturers)

F) Business Organization (check appropriate category):

- | | | | |
|---------------------|--------------------------|---------------------------|-------------------------------------|
| Corporation | <input type="checkbox"/> | Partnership | <input type="checkbox"/> |
| Public Corporation | <input type="checkbox"/> | Joint Venture | <input type="checkbox"/> |
| Sole Proprietorship | <input type="checkbox"/> | Limited Liability Company | <input checked="" type="checkbox"/> |

Formation: June 30, 2014 in State of CT

Other (please specify) _____

Year Established: _____

State in which Organization is established: _____

G) List all stockholders, members, or partners with % of ownership greater than 20%:

<u>Name</u>	<u>% of ownership</u>
Shalinder Nichani	50%
Anita Mehra	50%

H) Applicant Business Description:

Describe in detail company background, products, customers, goods and services. Description is critical in determining eligibility: Applicant, through various entities, owns and operates a number of branded hotels. Applicant desires to acquire the Fox Ridge project, complete its construction and to operate it as a Comfort Inn. Applicant seeks to move into NY Market. Future plans include the expansion of the existing hotel and the construction and operation of a restaurant on the property.

Estimated % of sales within County/City/Town/Village: 100%

Estimated % of sales outside County/City/Town/Village but within New York State: N/A

Estimated % of sales outside New York State but within the U.S.: N/A

Estimated % of sales outside the U.S. N/A

(*Percentage to equal 100%)

I) What percentage of your total annual supplies, raw materials and vendor services are purchased from firms in County/City/Town Village. Include list of vendors, raw material suppliers and percentages for each. Provide supporting documentation including estimated percentage of local purchases.

Annual Supplies:

Raw Materials:

Vendor services:

Section II: Project Description & Details

A) Project Location:

Municipality or Municipalities of current operations: No current operations exist.

Will the Proposed Project be located within the Municipality, or within a Municipality, identified above?

Yes No

If yes, in which Municipality will the proposed project be located: Town of Southeast

If No, in which Municipality will the proposed project be located: _____

Provide the Property Address of the proposed Project: 7-11 Peach Lake Road, Brewster, New York 10509

Will the completion of the project result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state OR in the abandonment of one or more plants or facilities of the project occupant located within the state?

Yes No

If the proposed project is located in a different municipality than the municipality in which current operations are being undertaken, is it expected that any of the facilities in any other municipality will be closed or be subject to reduced activity?

Yes No

If yes, you will need to complete Section II (Q) and Section IV of this Application.

SBL Number for Property upon which proposed Project will be located: 68.14-1-30

What are the current real estate taxes on the proposed Project Site? \$142,363.63

If amount of current taxes is not available, provide assessed value for each:

Land: \$ 1,200,000

Buildings(s): \$ 2,700,000

*** Please include a copy of the most recent tax bill.*

Are real property taxes current? Yes No. If no, please explain: **SEE ATTACHMENT 2- The most recent tax bill issued is the 2018/2019 school tax bill. The bill has not been paid, but will be paid at the closing for the acquisition. All prior taxes paid per attached receipt.**

Town/City/Village: Southeast School District: Brewster Central

Does the Applicant or any related entity currently hold fee title to the Project site? Yes No

If No, indicate name of present owner of the Project Site: Fox Ridge Motor Inn, Inc.

Does Applicant or related entity have an option/contract to purchase the Project site? Yes No

Describe the present use of the proposed Project site: Hotel under construction. No other uses exist.

B) Please provide narrative of project and the purpose of the project (new build, renovations, and/or equipment purchases). Identify specific uses occurring within the project. Describe any and all tenants and any/all end users: (This information is critical in determining project eligibility): The Project consists of a 57-room branded hotel on 12.4 acres of land located at Route 6 and 121 in Brewster, New York. The hotel is under construction and is approximately 70% complete. The Applicant intends on completing the construction of the hotel, developing a future expansion and a restaurant on premises. The existing hotel is approved and permitted. The expansion and restaurant require approvals, however, those components are necessary for the overall sustainability of the Project and are permitted uses in the Zoning District.

Describe the reasons why the Agency's Financial Assistance is necessary, and the effect the Project will have on the Applicant's business or operations. Focus on competitiveness issues, project shortfalls, expansion needs, location. Your eligibility determination will be based in part on your answer (attach additional pages if necessary): SEE ATTACHMENT 3

Please confirm by checking the box, below, if there is likelihood that the Project would not be undertaken but for the Financial Assistance provided by the Agency?

Yes No If the Applicant does not receive Agency benefits, it will not proceed with the Acquisition. Said contingency is specifically listed in the Contract of Sale.

If the Project could be undertaken without Financial Assistance provided by the Agency, then provide a statement in the space provided below indicating why the Project should be undertaken by the Agency: Not applicable

If the Applicant is unable to obtain Financial Assistance for the Project, what will be the impact on the Applicant and County/City/Town/Village? If the Applicant does not receive Agency benefits, it will not proceed with the acquisition. If the acquisition is not successful, PCSB will foreclose on the property and thereafter it is likely that the Project would be sold at auction to satisfy the bank's outstanding debt.

C) Will Project include leasing any equipment Yes No

If yes, please describe: _____

D) Site Characteristics:

Will the Project meet zoning/land use requirements at the proposed location? Yes No

Describe the present zoning/land use: Gateway Commercial - Includes hotel

Describe required zoning/land use, if different: N/A

If a change in zoning/land use is required, please provide details/status of any request for change of zoning/land use requirements: N/A

Is the proposed project located on a site where the known or potential presence of contaminants is complicating the development/use of the property? If yes, please explain: No.

E) Has a Phase I Environmental Assessment been prepared, or will one be prepared with respect to the proposed project site? Yes No If yes, please provide a copy. **SEE ATTACHMENT 4- Copy OF Phase 1.**

F) Have any other studies or assessments been undertaken with respect to the proposed project site that indicate the known or suspected presence of contamination that would complicate the site's development?
 Yes No. If yes, please provide copies of the study

G) Provide any additional information or details: Phase 1 completed in 2009; and 2014 and 2018.
No presence of contamination found or any known Recognized Environmental Concerns.

H) Select Project Type for all end users at project site (you may check more than one):

** Please check any and all end users as identified below.

** Will customers personally visit the Project site for either of the following economic activities? If yes with respect to economic activity indicated below, complete the Retail Questionnaire contained in Section IV of the Application.

Retail Sales: Yes or No

Services: Yes or No

For purposes of this question, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the project.

- | | | | |
|----------------------------------|--------------------------|---------------------------------|-------------------------------------|
| Industrial | <input type="checkbox"/> | Back Office | <input type="checkbox"/> |
| Acquisition of Existing Facility | <input type="checkbox"/> | Retail | <input type="checkbox"/> |
| Housing | <input type="checkbox"/> | Mixed Use | <input type="checkbox"/> |
| Equipment Purchase | <input type="checkbox"/> | Facility for Aging | <input type="checkbox"/> |
| Multi-Tenant | <input type="checkbox"/> | Civic Facility (not for profit) | <input type="checkbox"/> |
| Commercial | <input type="checkbox"/> | Other <u>Hotel</u> | <input checked="" type="checkbox"/> |

I) Project Information:

Estimated costs in connection with Project:

- | | |
|---|------------------------|
| 1. Land and/or Building Acquisition: | \$ <u>3,300,000.00</u> |
| <u>12.4</u> acres _____ square feet | |
| 2. *New Building Construction: <u>30,000</u> square feet | \$ <u>1,550,849.27</u> |
| *Completion of Existing Building | |
| 3. New Building Addition(s): <u>ø</u> square feet | \$ _____ |
| 4. Infrastructure Work | \$ _____ |
| 5. Reconstruction/Renovation: _____ square feet | \$ _____ |
| 6. Manufacturing Equipment: | \$ _____ |
| 7. Non-Manufacturing Equipment (furniture, fixtures, etc.): | \$ <u>449,150.73</u> |
| 8. Soft Costs: (professional services, etc.): | \$ <u>50,000.00</u> |
| 9. Other, Specify: _____ | \$ _____ |

TOTAL Capital Costs: \$ 5,350,000.00

Project refinancing: estimated amount
(For refinancing of existing debt only)

\$ _____

Sources of Funds for Project Costs:

- | | |
|--|---------------------|
| Bank Financing: | \$ <u>4,320,000</u> |
| Equity (excluding equity that is attributed to grants/tax credits) | \$ <u>1,030,000</u> |
| Tax Exempt Bond Issuance (if applicable) | \$ <u>ø</u> |
| Taxable Bond Issuance (if applicable) | \$ <u>ø</u> |
| Public Sources (Include sum total of all state and federal grants and tax credits) | \$ <u>ø</u> |
| Identify each state and federal grant/credit: | |
| _____ | \$ <u>ø</u> |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

Total Sources of Funds for Project Costs: \$ 5,350,000

Have any of the above costs been paid or incurred as of the date of this Application? Yes No

If yes, describe particulars: _____

Mortgage Recording Tax Exemption Benefit: Amount of mortgage that would be subject to mortgage recording tax:

Mortgage Amount (include sum total of construction/permanent/bridge financing):
\$ 4,320,000

Estimated Mortgage Recording Tax Exemption Benefit (product of mortgage amount as indicated above multiplied by ~~1.05%~~): * Now only .85

\$4,320,000 x full tax rate of 1.3% = \$56,160. MRTE savings is now only .85%, therefore, the sum of \$36,720 would be saved and the sum of \$19,442 would be paid.

Construction Cost Breakdown:

Total Cost of Construction \$2,000,000 (sum of 2,3,4,5, and/or 7 in Question I, above)

Cost for materials: \$1,000,000
% sourced in County/City/Town/Village: 25+/- %
% sourced in State 50+/- % (including

County/City/Town/Village) **BALANCE OF MATERIALS FOR COMPLETION IS FFE, WHICH IS MANUFACTURED OUT OF STATE. SEE ATTACHMENT 5 FOR FFE ORDER.**

Cost for labor: \$1,000,000

Sales and Use Tax: Gross amount of costs for goods and services that are subject to State and local Sales and Use tax, said amount to benefit from the Agency's Sales and Use Tax exemption benefit:

\$1,000,000

Estimated State and local Sales and Use Tax Benefit (product of 8.125% multiplied by the figure above):

\$ 83,750

*** Note that the estimate provided above will be provided to the New York State Department of Taxation and Finance. The Applicant acknowledges that the transaction documents may include a covenant by the Applicant to undertake the total amount of investment as proposed within this Application, and that the estimate, above, represents the maximum amount of sales and use tax benefit that the Agency may authorize with respect to this Application. The Agency may utilize the estimate, above, as well as the proposed total Project Costs as contained within this Application, to determine the Financial Assistance that will be offered.*

Real Property Tax Benefit:

Identify and describe if the Project will utilize a real property tax exemption benefit OTHER THAN the Agency's PILOT benefit: None

IDA PILOT Benefit: Agency staff will indicate the amount of PILOT Benefit based on estimated Project Costs as contained herein and anticipated tax rates and assessed valuation, including the annual PILOT Benefit abatement amount for each year of the PILOT benefit year and the sum total of PILOT Benefit abatement amount for the term of the PILOT as depicted in Section V of the Application.

Percentage of Project Costs financed from Public Sector sources: Agency staff will calculate the percentage of Project Costs financed from Public Sector sources based upon Sources of Funds for Project Costs as depicted above in Section II (I) of the Application.

J) For the proposed facility, please indicate the square footage for each of the uses outlined below:

*If company is paying for FFE for tenants, please include in cost breakdown (the project must have contracts or leases signed by tenants).

	Square Footage	Cost	% of Total Cost of Project
Manufacturing/Processing			
Warehouse			
Research & Development			
Commercial			
Retail (see section K)			
Office			
Specify Other Hotel	33,000	5,350,000 With FFE	100%

K) What is your project timetable (provide dates):

1. Start date: acquisition of equipment or construction of facilities: October 15, 2018
2. Estimated completion date of project: February 15, 2018
3. Project occupancy – estimated starting date of operations: March 1, 2019
4. Have construction contracts been signed? Yes No (CONTRACTS PENDING)
5. Has financing been finalized? Yes No (CLOSING IS PENDING)

List contractors for the project.

O&G Industries (formerly Brewster Transit Mix)
 Roger Electric (Danbury);
 Foley Plumbing (Danbury)
 APA HVAC (Brewster)
 Lyons Construction (Brewster)
 Otis Elevator (Albany)
 Calculated Fire Protection (Philipstown)
 Danbury Drywall (Danbury)
 Arrow Paving (Westchester)

L) Have site plans been submitted to the planning department?

- Yes No **Site Plan Approval not required. Project approved by Stipulation of Settlement with Town of Southeast. SEE ATTACHMENT 6.**

Please provide the Agency with a copy of the related State Environmental Quality Review Act ("SEQR") Environmental Assessment Form. Please provide the Agency with the status with respect to any required planning department approval.

The issuance of the Building Permit pursuant to the Stipulation of Settlement was exempt from SEORA.

Has the project received site plan approval from the planning department? Yes No.

If yes, please provide the Agency with a copy of the planning department approval along with the related SEQR determination.

M) Is the project necessary to expand project employment? Yes No

Is project necessary to retain existing employment?

Yes No

O) Employment Plan (specific to the proposed project location):

	Current # of jobs at proposed project location or to be relocated to project location	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE and PTE jobs to be RETAINED	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE and PTE jobs to be CREATED upon TWO years after project completion	Estimate number of residents of the Labor Market Area in which the project is located that will fill the FTE and PTE jobs to be created upon TWO years after project completion **
Full time (FTE)	0	0	8	8
Part Time (PTE)	0	0	8	8
Total ***	0	0	8	8

** For purposes of this question, please estimate the number of FTE and PTE jobs that will be filled, as indicated in the third column, by residents of the Labor Market Area, in the fourth column. The Labor Market Area includes Orange County and the remaining counties of the Mid-Hudson Region as defined by Empire State Development.

*** By statute, Agency staff must project the number of FTE jobs that would be retained and created if the request for Financial Assistance is granted. Agency staff will project such jobs over the two-year time period following project completion. Agency staff converts PTE jobs into FTE jobs by dividing the number of PTE jobs by two (2).

Salary and Fringe Benefits for Jobs to be Retained and Created:

Category of Jobs to be Retained and Created	Average Salary or Range of Salary	Average Fringe Benefits or Range of Fringe Benefits
Management	\$55,000+/-	\$12,000
Professional		
Administrative	\$45,000+/-	\$12,000
Production		
Independent Contractor		
Housekeeping	\$25,000+/-	\$5,000

Employment at other locations in County/City/Town/Village: (provide address and number of employees at each location): **N/A**

	Address	Address	Address
Full time			
Part Time			
Total			

P) Will any of the facilities described above be closed or subject to reduced activity? Yes No **N/A**
If any of the facilities described above are located within the State of New York, and you answered yes to the question, above, you must complete Section IV of this Application.

*** Please note that the Agency may utilize the foregoing employment projections, among other items, to determine the Financial Assistance that will be offered by the Agency to the Applicant. The Applicant acknowledges that the transaction documents may include a covenant by the Applicant to retain the number of jobs and create the number of jobs with respect to the Project as set forth in this Application.*

Q) Is the project reasonably necessary to prevent the project occupant from moving out of New York State?
 Yes No. **N/A**

If yes, please explain and identify out-of-state locations investigated, type of assistance offered and provide supporting documentation if available _____

R) What competitive factors led you to inquire about sites outside of New York State? _____
N/A

S) Have you contacted or been contacted by other local, state and/or federal Economic Development Agencies? Yes No

If yes, please identify which agencies and what other local, state and/or federal assistance was sought and dollar amount that is anticipated to be received: _____

Section III Retail Questionnaire

To ensure compliance with Section 862 of the New York General Municipal Law, the Agency requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or to purchase services.

Please answer the following:

- A. Will any portion of the project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in making sales of goods or services to customers who personally visit the project site?

Yes No If the answer is yes, please continue. If no, proceed to section V

For purposes of Question A, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

- B. What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project?

100 % If the answer is less than 33% do not complete the remainder of the retail determination and proceed to section V.

If the answer to A is Yes **AND** the answer to Question B is greater than 33.33%, indicate which of the following questions below apply to the project:

1. Will the project be operated by a not-for-profit corporation Yes No.

2. Is the Project location or facility likely to attract a significant number of visitors from outside the economic development region (list specific County or ED region) in which the project will be located?

Yes No

If yes, please provide a third-party market analysis or other documentation supporting your response. See **Appraisal and Feasibility Study. (ATTACHMENT 7)**

3. Is the predominant purpose of the project to make available goods or services which would not, but for the project, be reasonably accessible to the residents of the municipality within which the proposed project would be located because of a lack of reasonably accessible retail trade facilities offering such goods or services?

Yes No

If yes, please provide a third party market analysis or other documentation supporting your response. See **Appraisal and Feasibility Study. (ATTACHMENT 7)**

4. Will the project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York?

Yes No.

If yes, please explain: **No jobs are provided by the property in its current state, therefore, completion of same shall increase the number of permanent private sector jobs.**

4. Is the project located in a Highly Distressed Area? Yes No

Section IV Inter-Municipal Move Determination

The Agency is required by state law to make a determination that, if completion of a Project benefiting from Agency Financial Assistance results in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, Agency Financial Assistance is required to prevent the project occupant from relocating out of the state, or is reasonably necessary to preserve the project occupant's competitive position in its respective industry.

Will the Project result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state?

Yes No

Will the Project result in the abandonment of one or more plants or facilities of the project occupant located within the state?

Yes No

If Yes to either question, explain how, notwithstanding the aforementioned closing or activity reduction, the Agency's Financial Assistance is required to prevent the Project from relocating out of the State, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry:

Does the Project involve relocation or consolidation of a project occupant from another municipality?

Within New York State Yes No

Within County/City/Town/Village Yes No

If yes to either question, please explain: _____

Section V: Estimate of Real Property Tax Abatement Benefits* and Percentage of Project Costs financed from Public Sector sources**

CURRENT Assessment and Taxes of project.

Year	County Tax	Town Tax	School Tax	
2018	12,051	12,244	115,916	

Dollar Value of New Construction	Estimated New Assessed Value of	County Tax Rate/1000	Local Tax Rate (Town/City/Village)/1000	School Tax Rate/1000

and Renovation Costs	Property Subject to IDA*			
1,300,000	5,200,000	16,068	16,325.92	154,554

*Apply equalization rate to value

Request for PILOT: PILOT applies to Structure only

Provide backup data such as a project pro forma to establish need for PILOT.

PILOT Year	% Payment	County PILOT Amount	Local PILOT Amount	School PILOT Amount	Total PILOT	Full Tax Payment w/o PILOT	Net Exemption
1	50%	6,180	6,279	59,445	71,903	143,807	71,903
2	55%	5,512	5,651	53,550	64,763	143,807	64,713.15
3	60%	4,994	5,023	47,600	57,623	143,807	57,523
4	65%	4,326	4,395	41,650	50,483	143,807	50,332
5	70%	3,708	3,767	35,700	43,343	143,807	43,142
6	75%	3,090	3,139	29,750	36,203	143,807	35,951
7	80%	2,472	2,511	23,800	29,063	143,807	14,380
8	85%	1,854	1,883	17,850	21,923	143,807	21,571
9	90%	1,236	1,258	11,900	14,783	143,807	14,380
10	95%	618	654	5,950	7,643	143,807	7,190
TOTAL	100%	33,770	34,560	327,195	433,933	1,438,000	395,466

*** Estimates provided are based on current property tax rates and assessment value (current as of date of application submission) and have been calculated using Office of Assessment data.

Percentage of Project Costs financed from Public Sector Table Worksheet:

Total Project Cost	Estimated Value of PILOT	Estimated Value of Sales Tax Incentive	Estimated Value of Mortgage Tax Incentive	Total of Other Public Incentives (Tax Credits, Grants, ESD Incentives, etc.)
5,350,000	395,466	83,750	28,050	

Project Cost	\$	5,350,000
Estimated Value of PILOT	\$	395,466
Estimated Value of Sales Tax Incentive	\$	83,750
Estimated Value of Mortgage Tax Incentive	\$	28,050
Total of Other Public Incentives (Tax Credits, Grants, ESD Incentives, etc.)	\$	0

Calculate % _____ %

Total Project Costs \$4,842,734
(Est. PILOT + Est. Sales Tax+ Est. Mortgage Tax+ Other)

Section VI Representations, Certifications and Indemnification

**** This Section of the Application can only be completed upon the Applicant receiving, and must be completed after the Applicant receives, IDA Staff confirmation that Section I through Section V of the Application are complete.**

_____ (name of CEO or other authorized representative of Applicant) confirms and says that he/she is the _____ (title) of _____ (name of corporation or other entity) named in the attached Application (the "Applicant"), that he/she has read the foregoing Application and knows the contents thereof, and hereby represents, understands, and otherwise agrees with the Agency and as follows:

- A. **Job Listings:** In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.
- B. **First Consideration for Employment:** In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- C. **Annual Sales Tax Filings:** In accordance with Section 874(8) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant. Copies of all filings shall be provided to the Agency.
- D. **Employment Reports:** The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, at least annually or as otherwise required by the Agency, reports regarding the number of people employed at the project site, salary levels, contractor utilization and such other information (collectively, "Employment Reports") that may be required from time to time on such appropriate forms as designated by the Agency. Failure to provide Employment Reports within 30 days of an Agency request shall be an Event of Default under the PILOT Agreement between the Agency and Applicant and, if applicable, an Event of Default under the Agent Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Employment Report may be reported to Agency board members, said report being an agenda item subject to the Open Meetings Law.
- E. The Applicant acknowledges that certain environmental representations will be required at closing. The Applicant shall provide with this Representation, Certification and Indemnification Form copies of any known environmental reports, including any existing Phase I Environmental Site Assessment Report(s) and/or Phase II Environmental

Investigations. The Agency may require the Company and/or owner of the premises to prepare and submit an environmental assessment and audit report, including but not necessarily limited to, a Phase I Environmental Site Assessment Report and a Phase II Environmental Investigation, with respect to the Premises at the sole cost and expense of the owner and/or the Applicant. All environmental assessment and audit reports shall be completed in accordance with ASTM Standard Practice E1527-05, and shall be conformed over to the Agency so that the Agency is authorized to use and rely on the reports. The Agency, however, does not adopt, ratify, confirm or assume any representation made within reports required herein.

- F. The Applicant and/or the owner, and their successors and assigns, hereby release, defend and indemnify the Agency from any and all suits, causes of action, litigations, damages, losses, liabilities, obligations, penalties, claims, demands, judgments, costs, disbursements, fees or expenses of any kind or nature whatsoever (including, without limitation, attorneys', consultants' and experts' fees) which may at any time be imposed upon, incurred by or asserted or awarded against the Agency, resulting from or arising out of any inquiries and/or environmental assessments, investigations and audits performed on behalf of the Applicant and/or the owner pursuant hereto, including the scope, level of detail, contents or accuracy of any environmental assessment, audit, inspection or investigation report completed hereunder and/or the selection of the environmental consultant, engineer or other qualified person to perform such assessments, investigations, and audits.
- G. **Hold Harmless Provision:** The Applicant acknowledges and agrees that the Applicant shall be and is responsible for all costs of the Agency incurred in connection with any actions required to be taken by the Agency in furtherance of the Application including the Agency's costs of general counsel and/or the Agency's bond/transaction counsel whether or not the Application, the proposed Project it describes, the attendant negotiations, or the issue of bonds or other transaction or agreement are ultimately ever carried to successful conclusion and agrees that the Agency shall not be liable for and agrees to indemnify, defend, and hold the Agency harmless from and against any and all liability arising from or expense incurred by: (i) the Agency's examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the proposed Project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency; (ii) the Agency's acquisition, construction and/or installation of the proposed Project described herein; and (iii) any further action taken by the Agency with respect to the proposed Project including, without limiting the generality of the foregoing, all causes of action and attorney's fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law and the policies of the Agency that any New York State and local sales and use tax exemption claimed by the Applicant and approved by the Agency, any mortgage recording tax exemption claimed by the Applicant and approved by the Agency, and/or any real property tax abatement claimed by the Applicant and approved by the Agency, in connection with the Project, may be subject to recapture and/or termination by the Agency under such terms and conditions as will be established by the Agency and set forth in transaction documents to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of the New York State and local sales and use tax exemption benefit, the amount of the mortgage recording tax exemption benefit, and the amount of the real property tax abatement, if and as applicable, to the best of the Applicant's knowledge, is true, accurate and complete.
- H. This obligation includes an obligation to submit an Agency Fee Payment to the Agency in accordance with the Agency Fee policy effective as of the date of this application.

- I. By executing and submitting this application, the Applicant covenants and agrees to pay the following fees to the Agency and the Agency's general counsel and/or the Agency's bond/transaction counsel, the same to be paid at the times indicated:
- (i) a non-refundable \$ 250.00 application and publication fee (the "Application Fee");
 - (ii) a \$TBD expense deposit or escrow account for the Agency's Counsel Fee Deposit.
 - (iii) Unless otherwise agreed to by the Agency, an amount equal to five percent (.05%) of the total abatement taken.
 - (iv) All fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel and/or the Agency's bond/transaction counsel, thus note that the Applicant is entitled to receive a written estimate of fees and costs of the Agency's general counsel and the Agency's bond/transaction counsel; and (2) other consultants retained by the Agency in connection with the proposed project (such as cost-benefit analysis) with all such charges to be paid by the Applicant at the closing.
 - (v) An annual Compliance fee of \$250 due each February 1 for the duration of the Project.
- J. If the Applicant fails to conclude or consummate the necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable proper or requested action, or withdraws, abandons, cancels, or neglects the Application, or if the Applicant is unable to find buyers willing to purchase the bond issue requested, or if the Applicant is unable to facilitate the sale/leaseback or lease/leaseback transaction, then, upon the presentation of an invoice, Applicant shall pay to the Agency, its agents, or assigns all actual costs incurred by the Agency in furtherance of the Application, up to that date and time, including but not necessarily limited to, fees of the Agency's general counsel and/or the Agency's bond/transaction counsel.
- K. The Applicant acknowledges and agrees that all payment liabilities to the Agency and the Agency's general counsel and/or the Agency's bond and/or transaction counsel as expressed in Sections H and I are obligations that are not dependent on final documentation of the transaction contemplated by this Application.
- L. The cost incurred by the Agency and paid by the Applicant, the Agency's general counsel and/or bond/transaction counsel fees and the processing fees, may be considered as a cost of the Project and included in the financing of costs of the proposed Project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.
- M. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL). **Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.**
- N. The Applicant acknowledges that it has been provided with a copy of the Agency's Policy for Termination of Agency Benefits and Recapture of Agency Benefits Previously Granted (the "Termination and Recapture Policy"). The Applicant covenants and agrees that it fully understands that the Termination and Recapture Policy is applicable to the Project that is the subject of this Application, and that the Agency will implement the Termination and Recapture Policy if and when it is so required to do so. The Applicant further covenants and agrees that its Project is potentially subject to termination of Agency financial assistance and/or recapture of Agency financial assistance so provided and/or previously granted.

- O. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

- P. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- Q. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
- R. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.
- S. The Applicant and the individual executing this Application on behalf of Applicant acknowledge that the Agency and its counsel will rely on the representations and covenants made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

STATE OF NEW YORK)
COUNTY OF PUTNAM) ss.:

Shelly Nichani, being first duly sworn, deposes and says:

- I. That I am the Applicant That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury
this ___ day of _____, 20__.

(Notary Public)

Attachments as appropriate :

Long or short form SEQRA
Municipal approval of SEQRA
Marketing Study if required
Project Proforma supporting a PILOT request
Adaptive Reuse Schedule

Adaptive Reuse Determination (If Applicable)

(Adaptive Reuse is the process of adapting old structures or sites for new purposes)

Are you applying for a tax incentive under the Adaptive Reuse Program? Yes No

If YES, please answer the following:

A) What is the age of the structure (in years) _____

B) Has the structure been vacant or underutilized for a minimum of 3 years? (Underutilized is defined as a minimum of 50% of the rentable square footage of the structure being utilized for a use for which the structure was not designed or intended.) Yes No If yes, how many years? _____

C) Is the structure currently generating insignificant income? (Insignificant income is defined as income that is 50% or less than the market rate income average for that property class.)
 Yes No

If yes, please provide dollar amount of income being generated, if any \$ _____

D) Does the site have historical significance? Yes No

E) Are you applying for either state and/or federal Historical Tax Credit Programs?
 Yes No If yes, provide estimated value of tax credits \$ _____

F) Summarize the financial obstacles to development that this project faces without Agency or other public assistance. Please provide the Agency with documentation to support the financial obstacles to development (you will be asked to provide cash flow projections, documenting costs, expenses and revenues with and without IDA and other tax credits included indicating below average return on investment rates compared to regional industry averages):

G) Briefly summarize the demonstrated support that you intend to receive from local government entities. Please provide the Agency documentation of this support in the form of signed letters from these entities:

H) Please indicate other factors that you would like the Agency to consider such as: structure or site that presents significant public safety hazard and or environmental remediation costs, site or structure is located in distressed census tract, structure presents significant costs associated with building code compliance, site has historical significance, site or structure is presently delinquent in property tax payments:

ATTACHMENT 7

LLC INFO

Business Inquiry**Business Details**Business Name: **AHANA HOSPITALITY LLC**Citizenship/State Inc: **Domestic/CT**Business ID: **1147822**Last Report Filed Year: **2018**Business Address: **32 GRENHART ROAD, STAMFORD, CT,
06902**Business Type: **Domestic Limited Liability Company**Mailing Address: **32 GRENHART ROAD, STAMFORD, CT,
06902**Business Status: **Active**Date Inc/Registration: **Jun 30, 2014**Annual Report Due
Date: **03/31/2019****Principals Details**

Name/Title	Business Address	Residence Address
ANITA MEHRA MEMBER	NONE	5 ELDER DR, EDISON, NJ, 08837
SHALINDER NICHANI MEMBER	NONE	12-B HICKORY DRIVE, GREENWICH, CT, 06902

Agent SummaryAgent Name **SHALINDER NICHANI**Agent Business Address **NONE**Agent Residence Address **12-B HICKORY DRIVE, GREENWICH, CT, 06831**Agent Mailing Address **NONE**

Business Inquiry

Filing History

Business ID		Business Name					
1147822		AHANA HOSPITALITY LLC					
Filing Number	Filing Date/Time	Effective Date/Time	Filing Type	Volume Type	Volume	Start Page	Page #
0005138527	Jun 30, 2014 1:00 PM		ORGANIZATION	B	01957	0003	3
0005637402	Aug 25, 2016 4:58 PM		REPORT (2015)	B	02235	2391	2
0005637404	Aug 25, 2016 4:59 PM		REPORT (2016)	B	02235	2397	2
0005859365	Jun 06, 2017 5:23 PM		REPORT (2017)	B	02358	0837	2
0006011730	Jan 16, 2018 6:19 PM		REPORT (2018)	B	02444	0534	2



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-20-2014

Employer Identification Number:
47-2112933

Form: SS-4

Number of this notice: CP 575 B

ARANA HOSPITALITY
ANITA MEHRA MBR
2075 STEILLEN DR
FLORENCE, KY 41042

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-2112933. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/15/2015

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTP/TTY 1-800-829-4659) or visit your local IRS office.

ATTACHMENT 2

TAX RECEIPT
+
CURRENT BILL

2018/2019 BREWSTER CENTRAL SCHOOL TAXES

* For Fiscal Year 07/01/2018 to 06/30/2019

* Warrant Date 08/21/2018

Bill No. 004821
Sequence No. 3972
Page No. 1 of 1

MAKE CHECKS PAYABLE TO:

SUSAN TOBACCO, RECEIVER
BREWSTER CENTRAL SCHOOLS
PO Box 415, Brewster, NY 10509
845-279-7665
www.southeast-ny.gov

TO PAY IN PERSON

SOUTHEAST TOWN HALL
1360 ROUTE 22, Brewster, NY
MON-FRI, 9AM TO 4:30PM
9/17 & 10/1 **OPEN TILL 7PM**
Visit www.southeast-ny.gov

SWIS S/B/L ADDRESS & LEGAL DESCRIPTION & CK DIGIT

373089 68.14-1-30
Address: 7-11 Peach Lake Rd
Town of: Southeast
School: Brewster Central
NYS Tax & Finance School District Code: 060
415 - Motel Roll Sect. 1
Parcel Acreage: 12.53
Account No.
Bank Code

Fox Ridge Motor Inn Inc
John Gillen
P O Box 223300-147
Princeville, HI 96722-3300

Estimated State Aid: SCHL 19,881,776

PROPERTY TAXPAYER'S BILL OF RIGHTS

The Total Assessed Value of this property is: 3,900,000
The Uniform Percentage of Value used to establish assessments in your municipality was: 100.00
The assessor estimates the Full Market Value of this property as of July 1, 2017 was: 3,900,000

If you feel your assessment is too high, you have the right to seek a reduction in the future. A publication entitled "Contesting Your Assessment in New York State" is available at the assessor's office and on-line: www.tax.ny.gov. Please note that the period for filing complaints on the above assessment has passed.

Exemption	Value	Tax Purpose	Full Value Estimate	Exemption	Value	Tax Purpose	Full Value Estimate
-----------	-------	-------------	---------------------	-----------	-------	-------------	---------------------

PROPERTY TAXES

Taxing Purpose	Total Tax Levy	% Change From Prior Year	Taxable Assessed Value or Units	Rates per \$1000 or per Unit	Tax Amount
NON-HOMESTEAD PARCEL					
Town Of Southeast					
School Tax	74,111,529	2.2	3900,000.00	29.680089	115,752.35
FULL PAYMENT DUE 10/1/18, NO PENALTY. ADD 2% IN OCTOBER **OR** 1ST HALF PARTIAL BY 9/17/18 TO SUSAN TOBACCO, RECEIVER 2ND HALF PARTIAL BY 3/15/19 TO COMMISSIONER OF FINANCE You may pay taxes online via ELECTRONIC CHECK(ACH) OR CREDIT CARD at www.southeast-ny.gov.					
Partial Payment Fee					4,630.09

Property description(s): 06900000040030020000 008650000000000000839 69-4-3.2

PENALTY SCHEDULE	Penalty/Interest	Amount	Total Due	TOTAL TAXES DUE	\$115,752.35
Due By: 09/15/2018		60,191.22	60,191.22		
03/15/2019		60,191.22	60,191.22		

Apply For Third Party Notification By: 07/15/2019
Taxes paid by _____ CA CH

RETURN THE ENTIRE BILL WITH PAYMENT AND PLACE A CHECK MARK IN THIS BOX | IF YOU WANT A RECEIPT OF PAYMENT. THE RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT.

**2018/2019 BREWSTER CENTRAL SCHOOL TAXES
RECEIVER'S STUB**

Town of: Southeast
School: Brewster Central
Property Address: 7-11 Peach Lake Rd

Bill No. 004821
373089 68.14-1-30
Bank Code

Fox Ridge Motor Inn Inc
John Gillen
P O Box 223300-147
Princeville, HI 96722-3300

Pay By: 09/15/2018 60,191.22 60,191.22
03/15/2019 60,191.22 60,191.22

**TOTAL TAXES DUE
\$115,752.35**



Welcome to the Town of Southeast

Online Tax Payment(s) and Search System

Tax Bills can be paid online with the below fees.

Convenience Fee Information

E-Check \$1.75 Flat Processing Fee

Visa Debit Cards \$3.95 Flat Processing Fee

Credit Cards* 2.45% of Total Bill

**MasterCard, Visa, Discover, & American Express*

Town and County 2018

Tax Bill #	SWIS	Tax Map #	Status
2608	373089	68.14-1-30	Paid

Address	Municipality	School
7-11 Peach Lake Rd	0373089	373001

Owners	Property Information	Assessment Information
FOX RIDGE MOTOR INN INC JOHN GILLEN P O BOX 223300-147 PRINCEVILLE, HI 96722-3300	Roll Section: 1	Full Market Value: 3,900,000
	Property Class: 415	Total Assessed Value: 3,900,000
	Lot Size: 12.53 Acres	Uniform %: 100

Total Tax Amount: \$219,851.70	Total Tax Paid: \$219,851.70	Uncollected Amount: \$0.00
---------------------------------------	-------------------------------------	-----------------------------------

Fiscal Year Start: 1/1/2018 **Fiscal Year End:** 12/31/2018 **Warrant Date:** 12/20/2017
Installments

Select the Payment Option Checkbox then click the Make Payment Button to pay your bill.

Existing Payments

Posted	Total Tax Amount	Via	Type	Fees
02/12/2018	\$222,050.22	\$219,851.70	Mail Full	\$2,198.52

Levy Line Item Listing

Description	Tax Levy	Percent	Change	Taxable Value	Rate	Tax Amount
COUNTY TAX	41435402		0.000	3,900,000	3.090053	\$12,051.21
TOWN TAX	6576258		4.600	3,900,000	3.1396	\$12,244.44
17/18 SCH RELEVY	0		0.000	0	1	\$126,511.66
BREWSTER FIRE	1556732		1.800	3,900,000	0.551569	\$2,151.12
1617PPSCHRELEVY	0		0.000	66,893	1	\$66,893.27

Total Taxes: \$219,851.70

Powered by Business Automation Services, Inc. (BAS) © 2018

ATTACHMENT 3

MEMO RE NECESSITY

Attachment 3

Page 5. B

Describe the reasons for Agency's Financial Assistance.

The following provides additional information about the project to substantiate the requirements of the IDA that "but for" the assistance of the IDA, the Applicant would not go forward with the Project.

Mr. Nichani will not go forward without the assistance of the IDA because the grant of benefits are necessary to offset (i) the risk associated with purchasing a hotel that is under construction in a location where the market is not yet tested; and (ii) the high cost of taxes which take a significant bite out of the rate of return for the project.

To elaborate on Item (i), the current project cost of \$5,350,000 divided by 57 rooms indicates a per key (room) cost of \$93,859. The current market rate for a 3-4 star property in the Danbury vicinity is \$77,000 per key for an operating hotel. Therefore, to spend nearly 120% of fair market cost per key for a property that is not yet operating and not yet market proven as a hotel (versus its previous use as a motel) places a burden on the Applicant to apply for and receive as many incentives that are available in order to offset project risk. The rationale for going forward is that the current project, due to it being both brand new and in Putnam County, New York, where is no other hotel competition, allows the Applicant to charge higher rates and potentially generate more revenue.

With regard to taxes, The City of Danbury, CT taxes at a rate of approximately \$28 per \$1,000 of assessed valuation at approximately 69% of assessed valuation. The combined tax rate for the current project is \$36 per \$1,000 of assessed valuation at 100% assessment. In comparison, the Holiday Inn Express, a 77-room hotel located at 89 Mill Plain Road is assessed for taxes at \$4,153,000 being 69% of \$5,933,000 and pays \$116,284 per year in taxes, when the current project, a 57-room hotel, if assessed at \$5,350,000, will pay \$192,000 in taxes. It is abundantly clear that being in Danbury, CT would save \$76,316 per year in taxes. Again, this puts great burden on obtaining the PILOT benefits because without those benefits, the project rate of return decreases significantly. Importantly, rate of return is not paramount. Retaining those earnings allows the Applicant to hire better qualified people, pay more in salary and in benefits, and fund capital reserves for the upkeep, maintenance, repair and expansion of the facility.

ATTACHMENT 4

Phase 1 Summary



Blanca Garcia-Luciano
Savoy Bank
600 Fifth Avenue, 17th Floor
New York, New York 10020

RE: Phase I Environmental Site Assessment
Fox Ridge Motor Inn
7-11 Peach Road
Block 1, Lot 30
Brewster, New Jersey 10509

Dear Blanca Garcia-Luciano:

Geographic Services Inc. (GSI) has completed a Phase I Environmental Site Assessment (ESA) of the above-referenced Property in accordance with the Savoy Bank scope of work in the award.

The main objective of the ESA was to identify Recognized Environmental Conditions ("RECs") as defined in ASTM Standard Practice E1527-13 and is consistent with the level of investigation set out in E1527-13. The scope of the assessment also included consideration of the following environmental issues or conditions that are beyond the scope of ASTM Standard Practice E1527-13: visual Asbestos-Containing Material (ACM) survey; visual lead based paint (LBP) assessment, and visual microbial inspection of the Property building for the presence of water intrusion and/or visual microbial matter growth.

The ESA report is electronically provided. If requested, copies of the report will be distributed in hard copy as specified in the engagement.

GSI appreciates the opportunity to be of service to Savoy Bank and its successors, assignees and affiliates for this project and we look forward to working with you on future assignments.

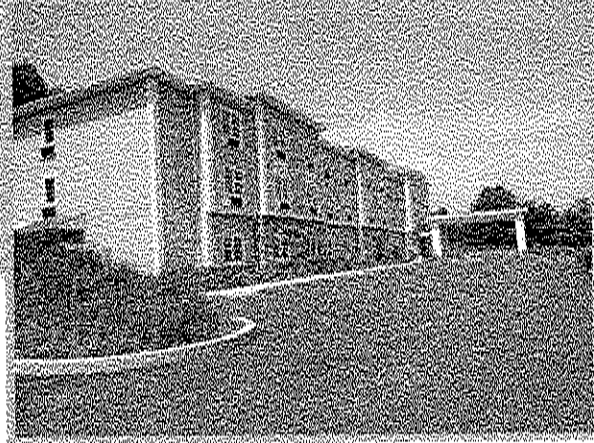
Sincerely,
Geographic Services Inc.

A handwritten signature in black ink, appearing to read "Ruxandra Niculescu". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Ruxandra Niculescu
Environmental Professional

A handwritten signature in black ink, appearing to read "Nicole Lopez". The signature is highly stylized and cursive, with a large, prominent loop at the beginning.

Nicole Lopez
Technical Review



PHASE I ENVIRONMENTAL SITE ASSESSMENT

Fox Ridge Motor Inn
7-11 Peach Road
Block 1, Lot 30
Brewster, New Jersey 10509
July 3, 2018

Prepared by:

Geographic Services Inc.
105 Evesboro-Medford Road, Suite D
Marlton, New Jersey 08053
Phone: (856) 229-7018
Fax: (856) 229-7152
GSI Project # 18-135

Prepared for:

Blanca Garcia-Luciano
Savoy Bank
600 Fifth Avenue, 17th Floor
New York, New York 10020



SAVOY BANK





Reliance

The investigation was prepared in accordance with the scope of work provided by the client for the use and benefit of Savoy Bank, its successors, and assignees. It is based, in part, upon documents, writings, and information owned, possessed, or secured by Savoy Bank. Neither this report, nor any information contained herein shall be used or relied upon for any purpose by any other person or entity without the express written permission of Savoy Bank.



Project Summary

Fox Ridge Motor Inn

7-11 Peach Road, Brewster, Putnam County, New Jersey, 10509

Report Section	No Further Action	REC	CREC	HREC	BER	Recommended Action
4.1.1 Property Listings						
4.1.2 Adjoining Facilities						
4.1.3 Facilities of Concern						
4.2.1 Tier 1 Vapor Encroachment Condition Screening						
4.3 Regulatory Non-Compliance						
5.10 Historical Summary						
6.1 Methodology and Limiting Conditions						
6.2 Property Observations						
8.1 Asbestos-Containing Material (ACM)						ACM survey prior to demolition
8.2 Lead-Based Paint (LBP)						LBP survey prior to demolition
8.3 Radon						
8.4 Drinking Water						
8.5 Mold Screening						
8.6 Wetlands						



TABLE OF CONTENTS

1.0 Introduction	6
1.1 Purpose	6
1.2 Scope	6
1.3 Assumptions, Limitations and Exceptions	7
1.4 Limiting Conditions	9
1.5 Data Failure	9
1.6 Data Gaps	9
1.7 Certification and Statement of Independence	10
2.0 Property Description	11
2.1 Location and Legal Description	11
2.2 General Site Setting	11
2.3 Current Use of the Property	11
2.3.1 Description of Property Improvements	11
2.4 Current Uses of Adjoining Properties	12
3.0 User Provided Information	13
3.1 Title Records	13
3.2 Environmental Liens or Activity and Use Limitations	13
3.3 Specialized Knowledge	13
3.4 Valuation Reduction for Environmental Issues	13
3.5 Commonly Known or Reasonably Ascertainable Information	13
3.6 Obvious Presence of Contamination	14
3.7 Additional Information Provided	14
4.0 Records Review	15
4.1 Standard and Additional Environmental Records	15
4.1.1 Property Listings	16
4.1.2 Adjoining Facilities	17
4.1.3 Facilities of Concern	18
4.1.4 Unmapped Properties Summary	18
4.2 Additional Environmental Records Sources	18
4.2.1 Tier 1 Vapor Encroachment Condition Screening	19
4.3 Regulatory Non-Compliance	19



4.4 Physical Setting Sources	19
5.0 Historical Use	20
5.1 Aerial Photographs	20
5.2 Fire Insurance Maps	21
5.3 Historical USGS Topographic Quadrangles	21
5.4 City Directories	22
5.5 Property Tax Files	22
5.6 Local Municipal Records	22
5.7 Zoning/Land Use Records	23
5.8 Prior Environmental Reports	23
5.9 Other Historical Sources	24
5.10 Historical Summary	24
6.0 Site Reconnaissance	25
6.1 Methodology and Limiting Conditions	25
6.2 Property Observations	25
6.2.1 Polychlorinated Biphenyls (PCBs)	26
6.2.2 Wells and Cisterns	27
6.2.3 Additional Potential Concerns	27
7.0 Interviews	28
7.1 Property Owner	28
7.2 Key Site Manager	28
7.3 Current Occupants	28
7.4 Historical Owners/Occupants	28
7.5 Neighboring Tenants	28
7.6 Local Government Agencies	29
8.0 Non-ASTM Services	30
8.1 Asbestos-Containing Material (ACM)	30
8.2 Lead-Based Paint (LBP)	30
8.3 Radon	30
8.4 Drinking Water	30
8.5 Mold Screening	30
8.6 Wetlands	31
9.0 Signature of Environmental Professional	32
10.0 References	33



TABLE OF APPENDICES

Appendix A - Figures

Appendix B - Photographic Documentation

Appendix C - Regulatory Database Report

Appendix D - Historical Research Documentation

Appendix E - Local/State Records

Appendix F - Supporting Documentation

Appendix G - Resumes / Insurance Certificate



Executive Summary

Geographic Services Inc. (GSI) has completed a Phase I Environmental Site Assessment (ESA) of Fox Ridge Motor Inn located at 7-11 Peach Road, Brewster, Putnam County, New Jersey 10509 which is hereinafter referred to as the Property.

The following Property characteristics were identified as part of this assessment:

Property Information

Size of Property (approximate)	12.53-acres
Adjoining and/or Access/Egress Roads	Access and egress from Peach Lake Road (Route 121) to the east. Danbury Road (Route 6) adjacent to the north and I-84 to the south.
General Topography of Property	Generally hilly, moderately sloping downward to the north-northeast
Potable Water Source	Potable well
Sanitary Sewer Utility	None (will be connected to municipal sewer when building is complete)
Electrical Utility	NYSEG
Natural Gas Utility	Propane
Current Operations	Vacant Commercial
General Building Description	Concrete foundation with concrete block walls and steel frame in the hotel. Wood walls and frame, concrete foundation in the residence.
Number of Floors/Subgrade Area(s)	Two (2) in the hotel, one (1) with basement in residence.
Total Square Feet of Space (approximate)	10,000
Construction Completion Date (year)	Constructed 1950 for the residence, hotel under construction
Cooling System Type	None
Heating System Type	None



The following historical operations were identified at the Property and adjoining facilities:

- Property** The Property was initially developed for residential and agricultural purposes, with the current residential dwelling, prior to 1941. Between 1960 and 1962 a hotel building was constructed, and this building was present until 1998, when the building was partially destroyed in a propane gas explosion. The Property remained vacant from 1998 until the present, and in 2012 construction was initiated to replace the hotel.
- Adjoining facilities** Activities in the vicinity of the Property have been primarily residential. No adjoining or up-gradient facilities of concern were identified in the historical review.

Specific uses of surrounding properties are detailed as follows:

Adjoining Sites Table

- North** Danbury Road followed by the East Branch Reservoir (1100 Route 22),
- East** Peach Lake Road followed by a residential dwelling (8 Peach Lake Road)
- South** Interstate Route 84 (I-84) followed by residential dwellings
- West** Vacant land associated with the East Branch Reservoir (1100 Route 22),



Findings and Conclusions

GSI has performed a Phase I Environmental Site Assessment (ESA) in conformance with the scope and limitations of ASTM Practice E 1527-13 of Fox Ridge Motor Inn located at 7-11 Peach Road, Brewster, Putnam County, New Jersey, 10509 (the Property). Any exceptions to or deletions from this practice are described in Section 1.0 of the report. This assessment has revealed no evidence of recognized environmental conditions (REC), controlled recognized environmental condition (CREC), or historical recognized environmental conditions (HREC) in connection with the Property.

Recognized Environmental Conditions (RECs)

A REC is identified as the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

- No RECs were identified as a result of activities or conditions at the subject Property or nearby properties that may impact the subject Property.

Controlled Recognized Environmental Conditions (CRECs)

A CREC exists when a REC has been addressed to the satisfaction of the applicable regulatory authority with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls; for example, where property use restrictions, activity and use limitations, institutional controls, or engineering controls are required as conditions of regulatory approval, or where cleanup has been completed to a commercial use standard, but does not meet unrestricted residential cleanup criteria, this would be considered a CREC. Despite the name, no evaluation of the adequacy, implementation, or continued effectiveness of the required controls is required in completion of the Phase I.

- No CRECs were identified as a result of activities or conditions at the subject Property or nearby properties.

Historical Recognized Environmental Conditions (HRECs)

An HREC is a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).

- No HRECs were identified as a result of activities or conditions at the subject Property or nearby properties.



Business Environmental Risk

The scope of this assessment also included consideration of the following environmental issues or conditions that do not constitute an REC as defined by the ASTM Standard Practice E1527-13: such as de minimis conditions, a visual assessment of Asbestos-Containing Material (ACM); Lead Based Paint (LBP), potential presence of wetlands, radon, and/or mold. The opinions drawn regarding these non-ASTM scope services were based solely off of non-intrusive visual observations as well as records available to GSI at the time of the assessment. This investigation has revealed no concerns relating to these non- ASTM scope considerations in connection with the Property, except for the following:

- No de minimis conditions were identified as a result of activities or conditions at the subject Property.
- **BER:** The Property was historically used for agricultural purposes until approximately 1962 and the possibility exists that agricultural chemicals were used on-site. Portions of the Property have been graded and redeveloped since agricultural operations ceased. New improvements include the footprint of the building and paved surfaces. These improvements make direct contact with any potential remaining concentrations in the soil unlikely. Furthermore, the Property is developed and used for commercial purposes (hotel). Based on this, no further investigation is warranted at this time.
- **BER:** Due to the age of the subject property building(s), there is a potential that ACMs are present. The residence has been vacant for approximately 20 years and significant damage was observed on potential ACMs. In addition, the residence is scheduled to be demolished when construction has been completed on the hotel. Prior to demolition or renovation activities that may disturb suspect ACMs, a thorough asbestos survey to identify asbestos-containing building materials is required in accordance with the EPA NESHAP 40 CFR Part 61.
- **BER:** Due to the age of the former residence, there is a potential that LBP is present. The residence has been vacant for approximately 20 years and significant damage was observed to painted surfaces. In addition, the building is scheduled to be demolished when construction on the hotel has been completed. Local regulations may apply to LBP in association with building demolition/renovations and worker/occupant protection. Actual material samples would need to be collected or an x-ray fluorescence (XRF) survey performed in order to determine if LBP is present. It should be noted that construction activities that disturb materials or paints containing any amount of lead may be subject to certain requirements of the OSHA lead standard contained in 29 CFR 1910.1025 and 1926.62.
- **BER:** GSI observed interior areas of the subject property buildings in order to identify the presence/absence of visible mold (fungal) growth. The residence has been vacant for approximately 20 years and significant mold and water damage were observed throughout the building; however, based on interviews the building is scheduled to be demolished when construction on the hotel has been completed.
- **BER:** GSI's review of published radon data indicates the Property is located in Zone 1, which has a predicted average indoor screening level above the 4 pCi/L action level set forth by the EPA. The Property is not used for residential purposes. There are no sub-grade areas occupied by employees for any extended period of time. Based on these facts, it is GSI's opinion that potentially high radon levels on the subject property are not expected.



to represent a significant health concern. Sampling would be necessary to determine site-specific radon levels.

- **BER:** Drinking water at the Property is supplied by an on-site Potable Well. Water sampling was not conducted to verify water quality.

Recommendations

BER: Prior to demolition, an ACM and LBP survey should be completed on the residential dwelling. In addition, the potable well on the Property should be tested in accordance with SDWA regulations when construction is completed.

ATTACHMENT 5

FF+E Proposal

Hotel-Motel Concepts, Inc.
 1106 West Fairfield Road Suite #
 102
 High Point, NC 27263
 (336) 847-1100
 hotmotco@aol.com
 www.hotmotco.com

\$ 454,479.84
 - Sales Tax \$9,329.11

 449,150.73

ADDRESS
 AHANA HOSPITALITY
 COMFORT INN
 BREWSTER, NY

SHIP TO
 AHANA HOSPITALITY
 COMFORT INN
 BREWSTER, NY

ESTIMATE 4553

DATE 07/30/2018

P.O. NUMBER
 AS LISTED

SALES REP
 RK

ACCOUNT NUMBER
 1702

Activity	QTY	RATE	AMOUNT
38 QUEEN/QUEEN 19 KINGS			
Furniture X-200-3447-548 48" KING HEADBOARD FOR WALL UNIT TRULY YOURS ZANZIBAR FINISH	19	269.00	5,111.00
Furniture X-200-3447-546 48" QUEEN HEADBOARD FOR WALL UNIT	76	229.00	17,404.00
Furniture X-207B-3447-238 22" W NIGHTSTAND FOR KING ROOMS	38	189.00	7,182.00
Furniture X-207A-3447-237 24" W NIGHTSTAND FOR QUEEN ROOMS	38	209.00	7,942.00
Furniture X-209-3447-422 R/L WRITING DESK 50 1/4" W RIGHT / LEFT GROMMET	57	289.00	16,473.00

QUANTITY	QTY	RATE	AMOUNT
Furniture X-211A-3447-376 48 " UPHOLSTERED LUGGAGE BENCH	57	299.00	17,043.00
Furniture CUSTOM-3447-960 96" VANITY BASE FOR KING & QUEEN ROOMS	57	499.00	28,443.00
Furniture X-212 LOUNGE CHAIR FABRIC CULP WEEHAWKEN COLOR COPPER QUEEN ROOMS	38	399.00	15,162.00
Furniture X-219 SLEEPER SOFA FABRIC CULP WEEHAWKEN COLOR COPPER KING ROOMS	19	829.00	15,751.00
Furniture X-216 COCKTAIL OTTOMANS WITH CULP TABBY CHOCALATE KING ROOMS	38	209.00	7,942.00
Furniture X-214 ERGO CHAIR STX-685 FLORENCE CHAIR	57	179.00	10,203.00
Furniture LOBBY-200 LOUNG CHAIR RICHLOOM BAYSTATE COBALT	4	499.00	1,996.00
Furniture LBY-200P PILLOW RICHLOOM FIDENZA CARMIN	4	60.00	240.00
Furniture LBY-201 OTTOMAN CULP TABBY CHOCOLATE	4	299.00	1,196.00

DESCRIPTION	QTY	RATE	AMOUNT
Furniture LBY-202 SOFA FABRICUT FABRIC CLANCY SAPPHIRE	2	999.00	1,998.00
Furniture LBY-202 BOLSTER PILLOW RICHLOOM FIDENZA CARMINE	4	60.00	240.00
Furniture LBY-203 LOUNGE CHAIR RICHLOOM FIDENZA CARMINE	4	569.00	2,276.00
Furniture BR-200B RICHLOOM CAJUN/RICHLOOM VOLATILE MUSHROOM	22	299.00	6,578.00
Furniture BUS-200A BARSTOOL RICHLOOM VOLATILE MUSHROOM	12	349.00	4,188.00
Furniture BR-206 BANQUEETE SEATING CULP RIBBY MIDNIGHT SEAT VOLATILE MUSHROOM	3	1,399.00	4,197.00
Furniture COR-200 BENCH RICHLOOM VOLATILE MUSHROOM	2	349.00	698.00
BEDDING			
Bedding SERTA P/S CHOICE ELITE III PLUSH TWO SIDED MATTRESS AND DURAFORCE FOUNDATION QUEEN SIZE SET.	76	429.00	32,604.00T

ACTIVITY	QTY	RATE	AMOUNT
Bedding SERTA P/S CHOICE ELITE III PLUSH TWO SIDED MATTRESS AND DURAFORCE FOUNDATION FOUNDATION KING SIZE SET.	19	529.00	10,051.00T
Bedding #1050 LEGGETT AND PLATT 10" HIGH METAL BED BASE QUEEN SIZE	76	79.00	6,004.00
Bedding #1066 LEGGETT AND PLATT 10 " HIGH METAL BED BASE KING SIZE	19	89.00	1,691.00
CARPET			
Carpet BACK OF THE HOUSE AREA (OFFICE AND FRONT DESK) STYLE 1632 -1221 COLOR # 294	93	11.99	1,115.07
Carpet STAIRS & LANDING 4 FLOORS STYLE 1636-1221 COLOR 294	374	11.99	4,484.26
Carpet GUEST ROOM CARPET STYLE #1696-1221 COLOR #294	2,200	10.99	24,178.00
Carpet CORRIDOR, LOBBY INSERTS AND REGISTRATION	700	17.99	12,593.00
Carpet GUESTROOM COVE BASE 4" STYLE 728S -7509	4,000	0.95	3,800.00

Activity	QTY	RATE	AMOUNT
Carpet CORRIDOR PUBLIC SPACES AND BOH AREAS 4" COVE BASE STYLE 728S-7509	2,000	1.15	2,300.00
Carpet STAIRS AND LANDING 4" COVE BASE STYLE #728S-7509	600	0.95	570.00
Carpet MEETING ROOM CARPET STYLE # 1636-92740 COLOR # 294	75	17.99	1,349.25
Carpet CARPET PADDING 32 OZ	2,400	2.09	5,016.00T
Carpet CARPET PADDING DOUBLE STICK PUBLIC SPACES	900	2.69	2,421.00T
LIGHTING			
Lighting UW910DWH SINGLE NIGHT STAND LAMP WITH USB	38	68.00	2,584.00
Lighting UW910DWH DOUBLE NIGHT STAND LAMP WITH USB	38	75.00	2,850.00
Lighting #CL-DS-1-USB DESK LAMP ALL ROOMS	57	79.00	4,503.00
Lighting #CL-FL-4 FLOOR LAMP FOR ALL ROOMS	57	89.00	5,073.00
Lighting # CL-ES-3 ENTRY SCONCE ALL ROOMS	57	25.00	1,425.00
Lighting MBV503SI VANITY LIGHT	57	79.00	4,503.00

ACTIVITY	QTY	RATE	AMOUNT
Lighting LBY-300 LOBBY SIDE TABLELAMP	2	109.00	218.00
Lighting LBY-301 LOBBY FLOOR LAMP	1	169.00	169.00
Lighting LBY-402 LOBBY WALL SCONCE FIREPLACE	2	89.00	178.00
Lighting BUS-400 BUSINESS CENTER/ COFFEE COUNTER	2	89.00	178.00
Lighting MR-402 MEETING ROOM WALL SCONCE	4	89.00	356.00
Lighting COR-400 CORRIDOR WALL SCONCE	40	89.00	3,560.00
Lighting OFF-300 DESK LAMP (GM & SALES OFFICE	2	109.00	218.00
Lighting COR-402 WALL SCONCE AT ELEVATOR/ LOBBY	4	39.00	156.00
ARTWORK AND MIRRORS			
Art Work M-C-FL NON BEVELED FULL LENGTH MIRROR ALL ROOMS	57	79.00	4,503.00
Art Work M-C-VA3036 NON BEVELED VANITY MIRROR 30" X 36"	57	69.00	3,933.00

ACTIVITY	QTY	RATE	AMOUNT
Art Work	171	19.99	3,418.29
GUEST ROOM WALL ABOVE THE SOFA X-500A, X- 500B AND X- 500C REGIONAL ARTWORK OF GREENSBORO, 2" ESPRESSO FRAME 19" X 19" FINISHED SIZE			
Art Work	57	26.99	1,538.43
X-501 ARTWORK GUEST ROOM ABOVE THE LUGGAGE BENCH 24" X 36" FINISHED 2" ESPRESSO FINISH			
Art Work	57	16.99	968.43
X-502A ARTWORK GUEST BATHROOM 13" X 11" FINISHED SIZE 1" FRAME, ESPRESSO FINISH			
DRAPERY			
Drapes	57	99.00	5,643.00
BLACK OUT LINERS 76 X78 3 PASS			
Drapes	57	79.00	4,503.00
SHEERS 76 X 78 KEYS/MARBLE COMFORT SUITES SPECS			
Drapes	57	129.00	7,353.00
SIDE PANELS 18 X96 BEIGE COCOA			
Drapes	57	149.00	8,493.00
PAINTED CORNICE WOOD 80 X8 X12			
Drapes	57	50.00	2,850.00
SETS DOUBLE ARCHITRAC HARDWARE 76"			

DESCRIPTION	QTY	RATE	AMOUNT
Drapes SETS RIPPLEFOLD HARDWARE 18"	57	29.00	1,653.00
Television LG TELEVISION 43" PRO IDUM COMMERCIAL TVS	57	475.00	27,075.00T
Amenities 2.6 AUTO DEFROST REFRGERATOR WITH MICROWAVE OVEN	57	229.00	13,053.00T
Ice Machines HOSHIKAKI ICE MACHINES DB 300 WITH DISPENSER	3	5,600.00	16,800.00
Vinyl CHI-1310 CORRIDOR VINYL	1,200	5.45	6,540.00T
Vinyl CHI-1311 MEETING, BREAKFAST ROOM VINYL	740	5.45	4,033.00T
Vinyl CHI-1318 ACCENT WALL, PUBLIC BATHROOMS	180	5.45	981.00T
Drapes BREAKFAST ROOM WINDOW SHADES	6	269.00	1,614.00T
Drapes LOBBY SHEERS	6	99.00	594.00T
Drapes LOBBY CORNICE BOARDS	6	199.00	1,194.00T
ATTN MR SHELLY			
		SUBTOTAL	423,150.73
<i>TO BE TAX FREE</i>		TAX (6.87%)	29,329.14 <i>37,533</i>
		SHIPPING	22,000.00
		TOTAL	\$482,683.84

Accepted By

Accepted Date

Attachment 6

Stipulation of Settlement

1 SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

2 -----X

3 FOX RIDGE MOTOR INN, INC. and FOX RIDGE Index No.
HOTEL & SUITES, LLC, 267/2010

4 Plaintiffs,

5 -against-

6 THE TOWN OF SOUTHEAST, NEW YORK and
7 MICHAEL LEVINE, in his official capacity
as Building Inspector of the Town of
8 Southeast,

9 Defendants.

-----X

10 STIPULATION OF SETTLEMENT

11 Westchester County Courthouse
12 111 Dr. Martin Luther King Blvd
White Plains, New York 10601
13 September 17, 2013

14 B E F O R E:

15 HON. JAMES W. HUBERT,
Supreme Court Justice

16 A P P E A R A N C E S:

17 HOGAN & ROSSI, ESQS.
Attorneys for Plaintiffs
18 3 Starr Ridge Road, Suite 200
Brewster, New York 10509
19 BY: DAVID SIMON, ESQ.
AND: MICHAEL T. LIGUORI, ESQ.

20
21 GAINES, NOVICK, PONZINI, COSSU &
VENDITTI, LLP
Attorneys for Defendants
22 11 Martine Avenue, 8th Floor
23 White Plains, New York 10606
BY: JAMES A. RANDAZZO, ESQ.

24
25 ELIZABETH WINKELMAN, R.P.R.
SENIOR COURT REPORTER

1 THE COURT: The case on trial, the
2 parties are all present. The jury is not present.
3 Have we resolved anything at this point now?

4 MR. SIMON: Yes, I believe we have, your
5 Honor. I believe we're ready to put a stipulation
6 on the record.

7 THE COURT: Okay. Stipulation of
8 settlement; sure. Who wants to do that?

9 MR. LIGUORI: I will, your Honor.

10 THE COURT: You will do that. Okay.

11 MR. RANDAZZO: Judge, we have an outline
12 here that I can hand up to you.

13 THE COURT: Please.

14 MR. RANDAZZO: With just a few changes
15 to it, but it generally gives you the outline.

16 THE COURT: All right. Just to set the
17 table on this, the case has been on trial. We are
18 or were about to resume testimony on the trial,
19 and I've been at various times in conference with
20 the parties, but basically we were really going to
21 resolve certain legal issues and motions that had
22 been raised.

23 I have been advised that the parties have
24 reached the terms of a stipulation of settlement
25 of the issues in this case. So without further

1 purposes of what I've given you, the artist
2 rendering is the picture part of the plan set that
3 I've given you.

4 THE COURT: And on the plan set that's
5 been given to the Court, that picture has at the
6 top Fox Ridge Motor Inn, Southeast, New York
7 10509, and there's a picture, a facade of a
8 building, and below it it says project team, is
9 that correct?

10 MR. LIGUORI: That's correct. And we
11 can supply the Court if the Court desires with a
12 clean copy of that.

13 THE COURT: I don't need a clean copy.
14 I just want the record to reflect what it is
15 you're referring to.

16 MR. LIGUORI: Okay.

17 MR. RANDAZZO: Judge, just perhaps so
18 there's no confusion once we leave the courtroom,
19 with respect to the site plan and the proposed
20 project and the photograph, maybe we could staple
21 that together and mark it as an exhibit, as Court
22 Exhibit A, which then gets incorporated into the
23 terms of the settlement so we are all on the same
24 page going forward.

25 THE COURT: That's fine. The Court is

1 in possession of something entitled site plan, and
2 on the lower right-hand corner of the site plan it
3 says Fox Ridge Hotel & Suites, LLC, 7-11 Peach
4 Lake Road, Town of Southeast, Putnam County, New
5 York. Below that is Bibbo Associates, LLP with
6 their address, and the date denoted thereon looks
7 like 9/30/11. It has a scale reference, a file
8 number, looks like 3F, and other data on it. And
9 drawing number is SP-1. And would you like that
10 marked as Court Exhibit 1?

11 MR. RANDAZZO: Yes, Judge.

12 THE COURT: Or Court Exhibit A.

13 MR. RANDAZZO: Or collectively we can
14 mark all of these as one exhibit.

15 MR. LIGUORI: Sure.

16 THE COURT: Well, that's one document.
17 The graphic depiction, I don't know if it's a
18 photograph or a generated computerized depiction
19 that's part of it. There is also an overhand
20 floor plan from Sullivan Architecture, PC. It
21 says first floor plan, guest services, Fox Ridge
22 Motor Inn, and there's a number or a letter and
23 number on the right-hand corner, A-01a.

24 There is also a document, again an overhand
25 floor plan depiction as an artistic rendering,

1 architectural rendering from Sullivan
2 Architecture. It is entitled second floor plan
3 guest rooms. Again, Fox Ridge Motor Inn. And on
4 the extreme right-hand side lower corner it is
5 enumerated A-02.

6 There is another depiction, again a downward
7 depiction, again an overhand looking at the floor
8 plan that is entitled third floor plan guest
9 rooms, A-03, Fox Ridge Motor Inn, again by
10 Sullivan Architecture, PC.

11 There is an overhead roof plan which is
12 A-03a, again Fox Ridge Motor Inn. Sullivan
13 Architecture, PC is the author of it.

14 There is an exterior elevation, both front
15 and back, and that is A-04. It's Fox Ridge Motor
16 Inn, and Sullivan Architecture, PC is again the
17 drafter.

18 And then there is side-view exterior
19 elevations, left and right sides, and that is
20 inscribed A-05, Fox Ridge Motor Inn, Sullivan
21 Architecture, PC.

22 And those are the documents that the Court
23 is in possession of with respect to the amendments
24 or attachments to the settlement.

25 All right. I think when you had finished we

1 were at item number three on the stipulation, the
2 second paragraph. You had stated the exterior
3 finish of the building with regard to exterior
4 trim details and fenestration shall conform to
5 Sullivan Architectural artist rendering plan sheet
6 attached thereto, and that's when we broke.

7 MR. LIGUORI: We broke to make
8 reference. And you can just track from here that
9 the plan sheet A-04 which is the plan sheet that
10 shows the elevations both front and back, it is
11 those front elevations that will comply with the
12 plan that is entitled project team, with that
13 rendering.

14 THE COURT: Yes. Okay.

15 MR. LIGUORI: And an additional point of
16 clarification, the nine additional hotel rooms
17 that are shown on the ground floor, those are
18 shown on sheet A-01a. And that brings the total
19 hotel room count from its current count of 48
20 rooms, plus the nine to a new total of 57 rooms.

21 THE COURT: Okay.

22 MR. LIGUORI: The Bibbo plan shows
23 improvements such as the relocation of a lift
24 station, parking islands to be landscaped for
25 driveway circulation, and minor drainage

1 improvements. The Bibbo plans result in a zero
2 net increase in run off. That's a statement with
3 regard to impervious surfaces, that when the Bibbo
4 plan is complete, the impervious surface amount
5 for the project will have not changed.

6 The septic system approval that is currently
7 in place by the Putnam County Health Department
8 and New York City Department of Environmental
9 Protection referred to herein further as D.E.P.
10 does not include the nine bedrooms on the ground
11 floor. Therefore, Putnam County Health Department
12 and D.E.P. approvals are required as a condition
13 of the occupancy and the use of the nine
14 additional bedrooms.

15 Number five, Town Supervisor Tony Hay shall
16 assist Plaintiff with the D.E.P. in the
17 reinstatement of its prior septic system use in
18 the form of his time and position with the Town
19 and knowledge of the subject litigation.

20 Number six refers to signage. Judge, we
21 have a couple deviations from what we gave you.

22 THE COURT: Read into the record what
23 you want it to say.

24 MR. LIGUORI: Plaintiff shall be
25 permitted to install its prior free-standing sign

1 for the Fox Ridge Hotel, one wall sign per each
2 side of the hotel, a monument sign to be located
3 in the area of the property on the line next to
4 the intersection of Route 6 and 121, sign
5 dimensions not to exceed the current sign
6 regulations in effect.

7 THE COURT: Current sign regulations
8 mean sign regulations in effect as of this date of
9 settlement?

10 MR. LIGUORI: This date of settlement.
11 Number seven, except for the D.E.P. approval of
12 the septic system for the nine additional hotel
13 rooms, no other Town approval shall be required
14 hereunder. All plans shall be prepared in
15 accordance with the New York State Building Code.
16 Building permits shall be obtained wherever
17 necessary, and if any other outside agency
18 approval is triggered by Plaintiff's improvements,
19 they shall be obtained to the extent that they are
20 not already in place.

21 The project shall be completed within four
22 years from the date hereof.

23 THE COURT: That would be item number
24 eight?

25 MR. LIGUORI: Item number eight. Or

1 else it shall be deemed to be abandoned.

2 THE COURT: Okay.

3 MR. LIGUORI: And last, we ask the Court
4 to retain jurisdiction over the matter for the
5 purposes of this stipulation of settlement.

6 THE COURT: So the Court to retain
7 jurisdiction only as to execution of the
8 stipulation of settlement, correct?

9 MR. LIGUORI: I believe that's correct.

10 THE COURT: Anything additional?

11 MR. LIGUORI: The Defendant's counsel
12 raises a good point which is there may be some
13 concern over some technical definition of the word
14 abandonment, and the appropriate thing to say
15 would be that if the project is not completed
16 within four years from the date hereof, then
17 whatever approvals would be necessary in order to
18 effectuate what is agreed in this stipulation
19 would then be required to be obtained.

20 THE COURT: Okay. So eight is amended
21 to read as you just stated as opposed to as
22 previously stated. Yes, sir?

23 MR. RANDAZZO: Just one further thing,
24 Judge, that we discussed. The Plaintiffs agree as
25 a condition to execute general releases for the

1 Town, their employees, and certainly Mr. Levine.

2 THE COURT: Right. Now, one further
3 thing. Upon acceptance and confirmation of this
4 stipulation, which will happen momentarily, all
5 pending motions are withdrawn?

6 MR. RANDAZZO: Yes, your Honor.

7 MR. SIMON: Yes, your Honor.

8 THE COURT: Okay. Counsel for the
9 defense, you've had an opportunity to hear
10 Plaintiff's recitation of the terms of
11 stipulation. Do you have any disagreements,
12 additions, deletions, amendments at all at this
13 time?

14 MR. RANDAZZO: No, Judge. And I'd also
15 like to add that Supervisor Tony Hay is present in
16 Court and has been for every day of the trial. He
17 has had an opportunity while we were going through
18 negotiations and getting to this point to speak to
19 the other four Town Board Members who have given
20 their approval for this settlement as well, so
21 it's five/zero in favor of the approval of this
22 settlement. And as part of the process, we've
23 been in touch with the Town Attorney, Willis
24 Stephens, on these points and he has reviewed them
25 as well.

1 THE COURT: All right. Do any of the
2 parties want me to voir dire any of the individual
3 plaintiffs or defendants at this time? If so,
4 please tell me and I'll be happy to do it, but
5 it's up to you.

6 MR. LIGUORI: No, thanks.

7 THE COURT: Okay.

8 MR. RANDAZZO: No, Judge.

9 THE COURT: All right. Then this
10 stipulation is accepted by the Court. If you have
11 a -- if you want me to use this set of documents
12 and have them marked as a Court Exhibit, I can do
13 that, or if you have a separate set that you want
14 to use for that purpose, that's fine. It's up to
15 you. These documents will collectively be marked
16 as Court Exhibit A.

17 MR. RANDAZZO: That's fine, your Honor,
18 and what I'll do is I'll order a copy of the
19 transcript, and then once we get the transcript,
20 maybe we can attach the Court Exhibit to the
21 transcript and circulate it to everyone.

22 THE COURT: Are you going to -- do you
23 intend to execute any other documents or specific
24 stipulation, or the record will speak for itself
25 so to speak?

1 MR. RANDAZZO: The record I think is
2 going to speak for itself. Is that okay with you?

3 MR. LIGUORI: That's fine.

4 THE COURT: Then the stipulation is so
5 entered before the Court and is so ordered.

6 All right. That's pretty much it. I
7 think that it's good that the two sides have
8 reached a resolution and settlement of this case.
9 Settlements are always a mixture of relief,
10 disappointment, and all other emotions that you
11 could think of. But I would say that litigation
12 inevitably is something of the last resort in any
13 situation where there is a transaction that has
14 fallen into disagreement. It's best to resolve
15 these things among the parties, because otherwise
16 it's entirely possible that the sides will be
17 unhappy, more unhappy with however the situation
18 might have been resolved by a third party, albeit
19 the Court, a jury, or some combination thereof.

20 So I want to congratulate both sides on
21 reaching an agreement and settlement in this
22 matter and wish you good luck going forward in the
23 execution of the project and with the governing of
24 the Town.

25 I'm going to bring the jury out and

1 discharge them. If you want to be here for that,
2 then just remain seated. Otherwise I'll allow you
3 to be on your way. Let's have the jury.

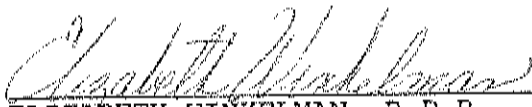
4 I have a lot of documents here, a huge pile
5 of exhibits. I'm going to give those back when
6 the jury leaves to the various parties and return
7 whatever courtesy copy the Court had of the
8 various submissions and items that were necessary
9 for trial.

10 * * *

11 Certified to be a true and accurate transcript.

12

13


ELIZABETH WINKELMAN, R.P.R.
Senior Court Reporter.

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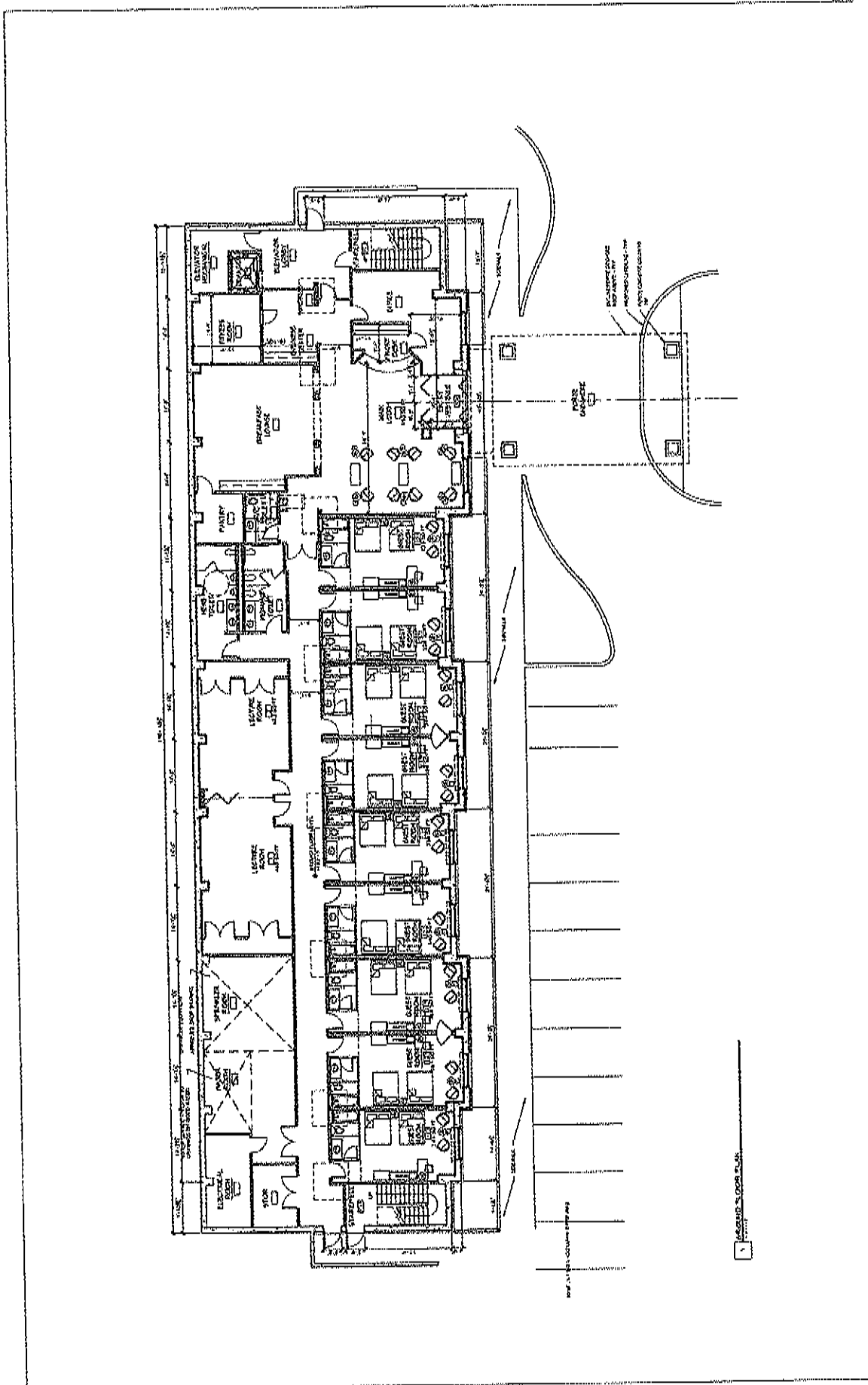
25

FOX RIDGES MICHIGAN 1000

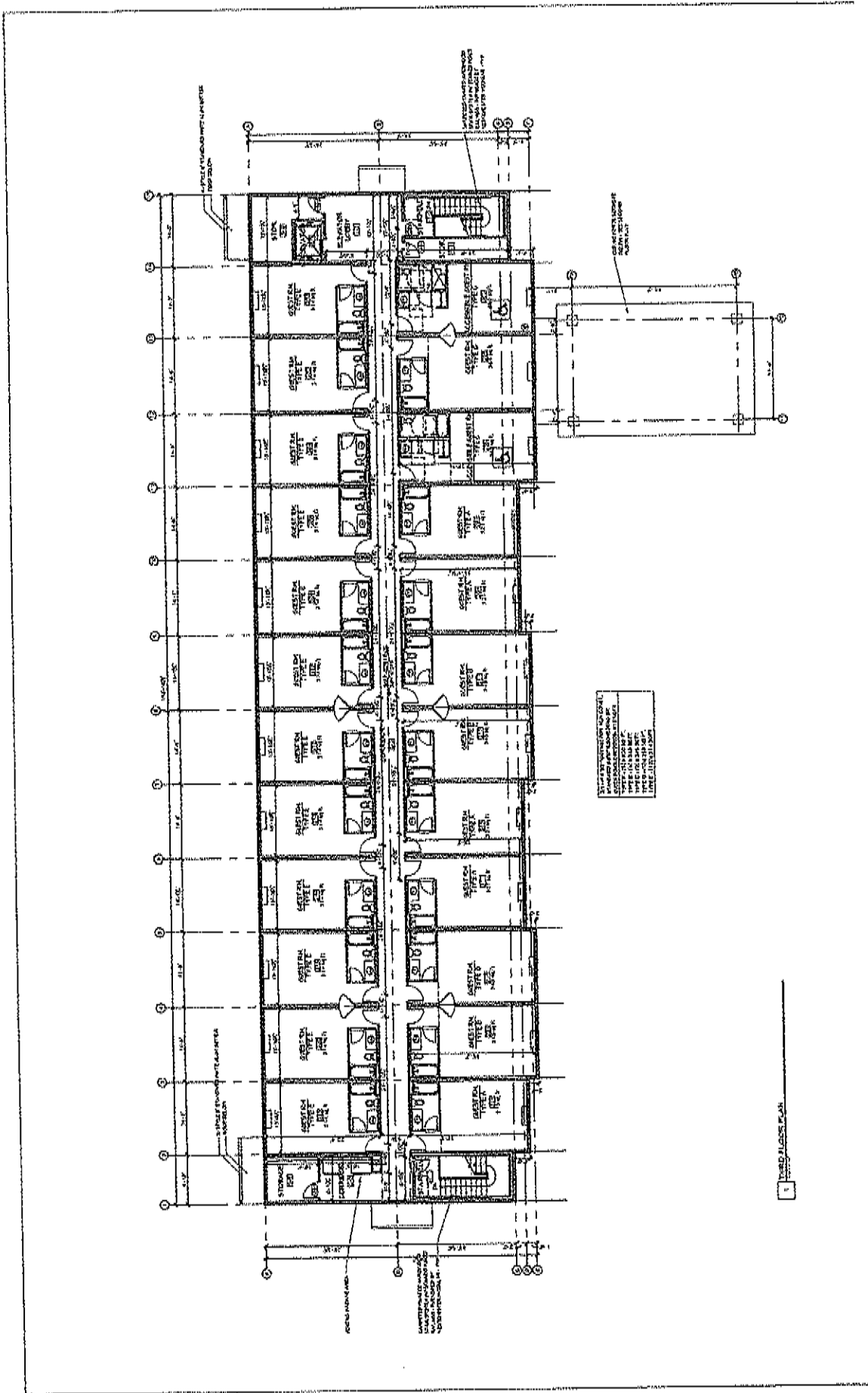
SOUTHWEST NEW YORK DESIGN



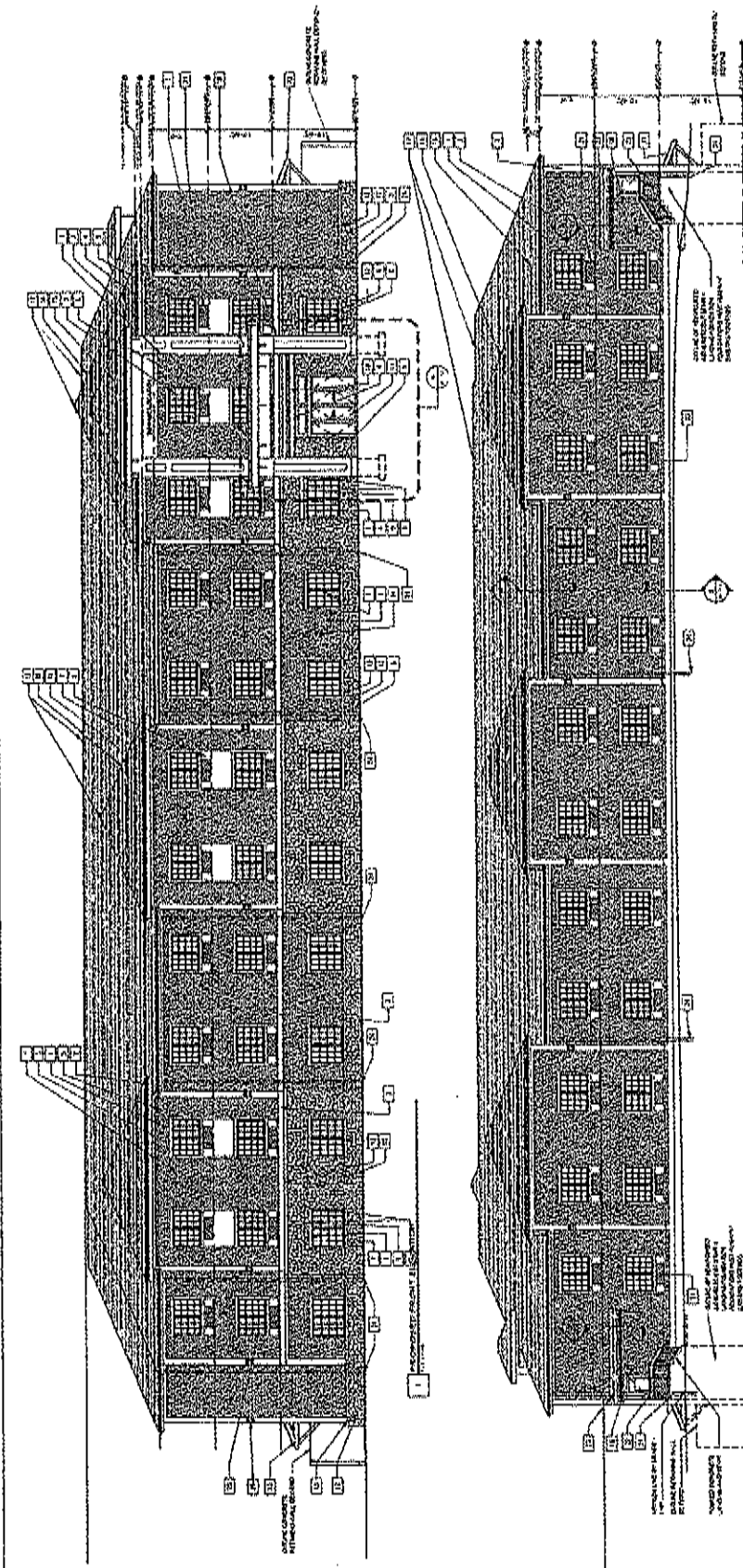
PROJECT TEAM



<p>Sullivan Architecture, P.C. 311 West 10th Street White Plains, New York 10601 914-261-5000 (1914-261-4911)</p>	<p>Project No. _____ Date _____ Scale _____</p>	<p>Project Name ROX RIDGE MOTOR INN GUEST SERVICES</p>	<p>Sheet No. A-01a</p>
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Sullivan Architecture, x.c. 31 West 57th Street New York, New York 10019 212-751-4000	Fox Ridge Motor Inn 211 Fox Ridge Road Fox Ridge, N.Y.	Project No. _____ Date _____ Scale _____ Sheet No. _____	Title THIRD FLOOR PLAN GUEST ROOMS	Drawing No. _____ A-03



- ELEVATION KEY NOTES:**
- 1. CONTRACTOR TO VERIFY DIMENSIONS AND MATERIALS TO BE USED.
 - 2. CONTRACTOR TO VERIFY DIMENSIONS AND MATERIALS TO BE USED.
 - 3. CONTRACTOR TO VERIFY DIMENSIONS AND MATERIALS TO BE USED.
 - 4. CONTRACTOR TO VERIFY DIMENSIONS AND MATERIALS TO BE USED.
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 - 16. CONTRACTOR TO VERIFY DIMENSIONS AND MATERIALS TO BE USED.
 - 17. CONTRACTOR TO VERIFY DIMENSIONS AND MATERIALS TO BE USED.
 - 18. CONTRACTOR TO VERIFY DIMENSIONS AND MATERIALS TO BE USED.
 - 19. CONTRACTOR TO VERIFY DIMENSIONS AND MATERIALS TO BE USED.
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 - 24. CONTRACTOR TO VERIFY DIMENSIONS AND MATERIALS TO BE USED.
 - 25. CONTRACTOR TO VERIFY DIMENSIONS AND MATERIALS TO BE USED.
 - 26. CONTRACTOR TO VERIFY DIMENSIONS AND MATERIALS TO BE USED.
 - 27. CONTRACTOR TO VERIFY DIMENSIONS AND MATERIALS TO BE USED.

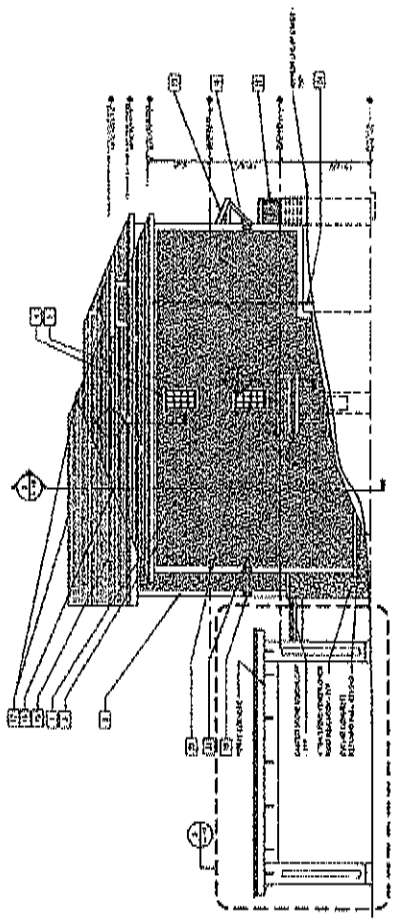
2 REAR SIDE ELEVATION

A-04

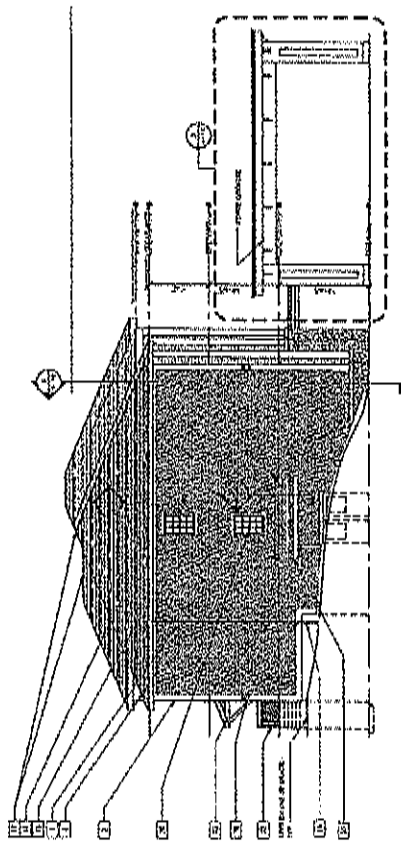
REAR SIDE ELEVATION

Fox Ridge Motor Inn
 111 Bank Lake Road - RT11
 Town of Oak Hill, N.Y.

Sullivan Architecture, P.C.
 300 West 12th Street
 White Plains, New York 10606
 914-961-8208 • 914-961-8719



1 FRONT ELEVATION



2 SIDE ELEVATION

- ELEVATION KEY NOTES**
- 1. INTERIOR FINISHES - SEE ARCHITECTURAL DRAWINGS
 - 2. INTERIOR FINISHES - SEE ARCHITECTURAL DRAWINGS
 - 3. INTERIOR FINISHES - SEE ARCHITECTURAL DRAWINGS
 - 4. INTERIOR FINISHES - SEE ARCHITECTURAL DRAWINGS
 - 5. INTERIOR FINISHES - SEE ARCHITECTURAL DRAWINGS
 - 6. INTERIOR FINISHES - SEE ARCHITECTURAL DRAWINGS
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 - 11. INTERIOR FINISHES - SEE ARCHITECTURAL DRAWINGS
 - 12. INTERIOR FINISHES - SEE ARCHITECTURAL DRAWINGS

ATTACHMENT 7

Appraisal + Feasibility

Analysis

COMMITMENT LETTER

+

PROOF OF FUNDS



SAVOY BANK.

600 Fifth Avenue, 17th Floor
New York, NY 10020
www.banksavoy.com
Telephone: (646)775-4000
Fax: (212)956-7381

May 31, 2018

Ahana Hospitality LLC
7-11 Peach Lake Road
Brewster, NY 10509

Anita Mehra
16 S. Oak Avenue
Fords, NJ 08863

Re: SBA 7(a) loan in the amount of \$4,320,000 (the "Loan") to Ahana Hospitality LLC (the "Borrower") and Anita Mehra (the "Guarantor").

Dear Borrower/Guarantor:

This letter of Intent ("LOI"), which supersedes and renders null and void all prior communications with Borrower(s) and its owners, outlines the general terms and conditions under which the undersigned ("Savoy Bank" or "Bank") is willing to consider negotiating and entering into definitive written agreements (the "Loan Documents") under which Bank would make the referenced Loan to you ("Borrowers"), as the same is further described on Exhibit A attached hereto and made a part hereof.

Please note that Bank will only agree to make the proposed Loan A and Loan B upon: (A) the satisfactory completion of Bank's due diligence of Borrowers and any guarantor and/or collateral; (B) final approval by Bank's loan committee and board of directors, which has not yet been sought or obtained; (C) final approval by a participating Bank if applicable; (D) approval of the loan terms and conditions by the US Small Business Administration ("SBA"); and (E) negotiation and approval of all Loan Documents and satisfaction of all Loan conditions by Bank and its counsel.

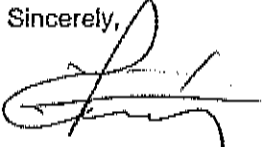
Also note the Bank's willingness to further evaluate the Loan is conditioned upon your agreement to: (A) negotiate the Loan exclusively with Bank; (B) keep the Loan, its terms and conditions, this LOI and all negotiations and materials pertaining thereto strictly confidential, except to Bank, its affiliates and advisers; (C) pay Bank a non-refundable Processing Fee, which shall be deemed fully earned upon Bank's receipt; and (D) reimburse all expenses incurred by Bank.

Except for the obligations set forth in the preceding paragraphs, this LOI is neither intended to constitute a binding agreement or commitment between the parties nor is it intended to be for the benefit of any third party whatsoever but, rather, merely an expression of the parties' intent to undertake the steps required to confirm that the Loan can be made on the terms and conditions set forth herein.

The existence of any such binding agreement shall be evidenced only by the parties' execution and delivery of the Loan Documents in form and substance wholly acceptable to the parties and consistent with the terms and conditions set forth herein. Failure to consummate the Loan prior to the Outside Date set forth on Exhibit A may result in Bank's inability to make the Loan on the terms and conditions set forth herein.

If you are in agreement with the terms and conditions set forth in this LOI, please execute the acknowledgement block(s) provided for your signature(s) below and return a copy of the acknowledged LOI, along with a check in the amount of **\$14,250.00** on accounts of the Bank's Expenses, at your earliest convenience. *Failure to return a copy of the fully executed LOI, along with the required check within Ten (10) business days of the date of this LOI, will render this LOI null and void.*

Sincerely,



Robert J. Perez, SVP
Chief Lending Officer

Agreed to and accepted:

Ahana Hospitality LLC

By: _____

Date: _____

Name: _____

Title: _____

**Anita Mehra,
Individually and as Full Guarantor**

Date: _____

**Ashok Nichani,
Individually and as Limited Guarantor**

Date: _____

**Ravi Nichani,
Individually and as Limited Guarantor**

Date: _____

Borrower's Attorney:

Thomas J. Scobell's
3 Stone Ridge Rd.
Brewster, NY 10509
Phone: 845 725-7121
Email: _____

Bank's Attorney:

Attorney / Firm: Cahill Wilinski Rhodes & Joyce PC
Address: 89 Haddon Avenue, Haddonfield, NJ 08033
Phone: (856) 428 2100
Email: dmj@cahill-law.com

Underwriter:

Name: Joel De Jesus, Commercial Loan Officer, VP
Phone: (646) 775-4082
Email: Joel.DeJesus@banksavoy.com

EXHIBIT A. LOAN TERMS

Borrower:	Ahana Hospitality LLC (the "Company").																																				
Guarantors:	Anita Mehra, full guarantor; and Ashok Nichani and Ravi Nichani, limited guarantors with guarantee limited to their ownership interests in the Company.																																				
Loan Amount:	An SBA 7(a) loan (the "Loan") in the amount of \$4,320,000 secured by the land & improvements located 7-11 Peach Lake Road, Brewster, NY 10509 (the "Subject Property").																																				
Use of Funds:	<table border="1"> <thead> <tr> <th>Source of Funds</th> <th>\$</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>Loan Proceeds</td> <td>4,320,000</td> <td>80.00%</td> </tr> <tr> <td>Borrower Equity</td> <td>1,080,000</td> <td>20.00%</td> </tr> <tr> <td>Total</td> <td>5,400,000</td> <td>100.00%</td> </tr> <tr> <th>Use of Funds</th> <th>\$</th> <th>%</th> </tr> <tr> <td>Purchase Subject Property</td> <td>3,300,000</td> <td>61.11%</td> </tr> <tr> <td>Construction</td> <td>1,500,000</td> <td>27.78%</td> </tr> <tr> <td>Interest Reserve</td> <td>270,000</td> <td>5.00%</td> </tr> <tr> <td>Working Capital</td> <td>130,000</td> <td>2.41%</td> </tr> <tr> <td>SBA Guaranty Fee</td> <td>119,000</td> <td>2.20%</td> </tr> <tr> <td>Closing Costs</td> <td>81,000</td> <td>1.50%</td> </tr> <tr> <td>Total</td> <td>5,400,000</td> <td>100.00%</td> </tr> </tbody> </table>	Source of Funds	\$	%	Loan Proceeds	4,320,000	80.00%	Borrower Equity	1,080,000	20.00%	Total	5,400,000	100.00%	Use of Funds	\$	%	Purchase Subject Property	3,300,000	61.11%	Construction	1,500,000	27.78%	Interest Reserve	270,000	5.00%	Working Capital	130,000	2.41%	SBA Guaranty Fee	119,000	2.20%	Closing Costs	81,000	1.50%	Total	5,400,000	100.00%
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Disbursement Conditions:	\$1,500,000 will be held and disbursed upon receipt of the site report provided by the Bank's construction consultant and Bank approval of invoices from the General Contractor for the work completed.																																				
Interest Rate:	WSJ prime rate plus 1.50% (the "Margin"), variable, adjusted calendar quarterly.																																				
Packaging Fee:	\$2,500.																																				
Estimated Closing Date:	July 12, 2018.																																				
Outside Date:	August 2, 2018.																																				
Maturity Date:	Twenty-sixth year anniversary of the closing date.																																				
Term/Renewal Options:	26 years with no renewal options.																																				
Principal Amortization:	Interest-only payments for the initial 12 months of the term and principal & interest for the following 300 months.																																				
Principal Revolver:	Not applicable.																																				
Primary Collateral:	<ul style="list-style-type: none"> • 1st mortgage and assignment of all rents and leases on the Subject Property; • General security agreement and UCC-1 filing on all property, including all tangible and intangible assets and accounts receivable, of the Borrower; • Assignment of all approved plans, specifications, contracts and permits regarding the proposed construction of the Subject Property; and • Completion guarantee from the General contractor. 																																				
Reserve:	\$270,000 funded at closing from Loan proceeds.																																				

<u>Escrows:</u>	<p>The Bank will collect a minimum of one-sixth of the total annual real estate taxes (amount to be determined prior to closing) for the Subject Property to be escrowed at closing and one twelfth of the total annual real estate taxes to be collected with each Loan payment.</p> <p>In accordance with the National Flood Act, escrowing of flood insurance premiums is required if there is an existing real estate escrow account. The Bank will collect a minimum of one-sixth of the total annual flood insurance premium to be escrowed at closing and one twelfth of the total annual flood insurance premium to be collected with each Loan payment.</p>	
<u>Prepayment Penalty:</u>	Not applicable.	
<u>Bank's Estimated Expenses Due and Payable Upon Borrowers' Acceptance of LOI:</u>	<p>Processing Fee:</p> <p>Appraisal & Feasibility Study:</p> <p>Environmental:</p> <p>Engineering cost estimate:</p> <p>Flood Search:</p> <p>Credit Report(s):</p> <p>Income Verification:</p> <p>Income Verification (entity):</p> <p>Dun & Bradstreet Report:</p> <p>Total</p>	<p>\$2,500.00</p> <p>\$6,500.00</p> <p>\$2,000.00</p> <p>\$3,000.00</p> <p>\$50.00</p> <p>\$100.00</p> <p>\$50.00</p> <p>\$50.00</p> <p>\$0.00</p> <p>*\$14,250.00</p>
<u>Closing Conditions:</u>	Loan closing shall be predicated on timely receipt and satisfactory review by Bank of any and all documentation that Bank may request from Borrowers.	
<u>Loan Documents:</u>	Bank's form loan documents (the "Loan Documents"), as adapted to the Loan and approved by Bank's counsel.	
<u>Other:</u>	Borrowers shall be responsible for all closing expenses, including mortgage recording taxes, broker fees, Bank and Borrowers' legal fees, title charges, insurance premiums and any other costs that may be incurred in the course of closing the Loan. Such expenses may be paid from Loan proceeds. It is estimated that the Bank's legal expenses related to the Loan will be \$7,500; however, the exact cost may vary, depending on the efficiency with which information is provided by Borrowers and its representatives to the Bank's counsel.	
<u>Insurance:</u>	<p>The Bank shall receive, prior to the closing of the Loan, at Borrowers' expense, an Acord 28 certificate evidencing commercial property insurance coverage on the Subject Property naming "Savoy Bank, its successors and/or assigns, as their interests may appear", 600 Fifth Ave., 17th Floor, New York, NY 10020 as a mortgagee and loss payee, for the amount of the Loan or the insurable value of the Subject Property, whichever is less, with the following endorsements: agreed amount (with no coinsurance), replacement cost, terrorism and building ordinance and law;</p> <p>The Bank shall receive, prior to the closing of the Loan, at Borrowers' expense, an Acord 25 certificate evidencing general liability insurance in the name of the Borrowers, naming "Savoy Bank, its successors and/or assigns, as their interests may appear", 600 Fifth Ave., 17th Floor, New York, NY 10020 as an additional insured, with a policy limit of at least \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate; and</p> <p>If the subject property is in a flood zone, Borrowers shall be required to obtain flood insurance prior to the Closing Date in the maximum amount available under the National Flood Insurance Program.</p>	

<p><u>Loan Covenants:</u></p>	<p>In order to maintain the Loan in good standing, Borrowers and Guarantor agree to the following for life of the Loan:</p> <p>Within 120 days of the fiscal year end ("FYE"), Borrowers to provide:</p> <ul style="list-style-type: none"> - Corporate tax returns or extension filing (in the case of extension filing, Borrowers must provide a copy of filed returns within 30 days of filing but no later than October 31st); - Internally prepared income statement, balance sheet and accompanying notes for the prior fiscal year; and - Current rent roll and expenses (if applicable). <p>Within 30-days written request by Bank, Borrowers to provide:</p> <ul style="list-style-type: none"> - Year-to-date balance sheets and income statements; and - Year-to-date rent rolls and expenses (if applicable). <p>Within 120 days of Borrowers' FYE, Guarantor to provide:</p> <ul style="list-style-type: none"> - Personal tax returns or extension filing (in the case of extension filing, Guarantor must provide a copy of filed returns within 30 days of filing but no later than October 31st); and - Personal financial statement on a form acceptable to the Bank. <p>Within 30-days written request by Bank, Guarantor to provide:</p> <ul style="list-style-type: none"> - Personal financial statement on a form acceptable to the Bank; and - Other financial information requested by the Bank. <p>Borrowers must maintain minimum Debt Service Coverage ("DSC") of 1.15X times debt service of the Loan. Unless otherwise determined by the Bank and communicated to the Borrowers prior to the Closing Date, DSC shall be defined as Earnings before Interest Taxes Depreciation and Amortization divided by the Company's debt service obligations;</p> <p>Borrowers may not obtain additional financing, including loans and advances against account receivable or future sales, without the Bank's prior written consent;</p> <p>Borrowers will continue to maintain operating, tenant escrow and other deposit accounts at the Bank for the Term of the Loan; and</p> <p>Comply with other covenants Bank may reasonably require to be included in the Loan documents.</p>
-------------------------------	--

Michael Liguori

From: Bob Lusardi
Sent: Friday, August 17, 2018 4:47 PM
To: Michael Liguori
Cc: 'Petrone, Richard'
Subject: FW: Ahana Hospitality LLC

Mike

This looks like good news. Are you aware of any issues with the PILOT? When do you expect to be able to close?

Bob

From: Harry Shah [mailto:harryshah@mcsamhotel.com]
Sent: Friday, August 17, 2018 10:25 AM
To: Michael Liguori
Cc: shellynichani@msn.com; Bob Lusardi; Petrone, Richard; Chris Baxter
Subject: Ahana Hospitality LLC

Shelly:

Please note that your loan is approved and the term sheet that was issued is now the commitment as no new commitment will be issued.

The bank is ready to close so please have your and seller's attorney coordinate closing. Savoy Bank would also need payoff letter.

Thanks
Harry Shah
cell # 908-884-7103
Cell # 646-932-9293

From: Sharon Madison [mailto:Sharon.Madison@banksavoy.com]
Sent: Friday, August 17, 2018 9:21 AM
To: Harry Shah <harryshah@mcsamhotel.com>
Cc: Robert J. Perez <Robert.Perez@banksavoy.com>
Subject: Ahana Hospitality LLC

Good morning Harry,

Re: SBA 7a Loan - \$4,320,000.00

~~Please be advised that your loan was internally approved by Credit Committee on 8/16/18.~~

Thank you for your attention to this matter. Please feel free to contact me if you have any questions or concerns.

Best regards,



SAVOY BANK

Sharon Madison
VP, SBA Credit Analyst

600 Fifth Ave, 17th FL, New York, NY 10020
Tel: (212) 277-4356 Fax: (212) 956-7381
Sharon.Madison@banksavoy.com

ormation is strictly prohibited.;

CUSTOMER LOAN HISTORY

NOTE NBR 690566
 SHORT NAME AHANA HOSPITALITY

REQUEST DATE
 5-14-2018

AHANA HOSPITALITY LLC
 DBA TRAVELODGE OF FLORENCE KY
 8075 STEILEN DR
 FLORENCE KY 41042-9641

PRIMARY COLLATERAL
 1ST MORTGAGE-COMMERCIAL

-----CURRENT BALANCE DATA-----
 NOTE AMOUNT 1,840,000.00
 PRINCIPAL BALANCE 1,718,281.45
 INT BALANCE 4,033.19
 PAYOFF AMOUNT
 AS OF 5-14-18 1,722,314.64

-----CURRENT INTEREST DATA-----
 INTEREST RATE 6.50000
 DAILY INT FACTOR 310.245261
 INTEREST PAID YTD 44,974.32

-----DATES-----
 NOTE DATE 12-31-14
 LAST RENEWED 12-31-14
 NEXT MATURITY 12-31-39
 LAST PAID INSTALLMENT 05-01-18

-----NEXT PAYMENT DATA-----
 NEXT DUE DATE 06-01-18
 NEXT PMT AMOUNT 12,076.08
 TOTAL PAST DUE AMT .00
 LATE FEES DUE .00
 LOAN FEES DUE .00

-----HISTORY: 00-00-00 THRU 00-00-00-----

POST DTE	EFF DATE	TRANS DESCRIPTION	AMOUNT	TYPE	ACCT BALANCE
BUE DATE PAID-TO					.00
REC DATE					
04-22-15	04-22-15	ACCR/1 YR BASE CHANGE		1 ACCR BASE	
00-00-00	00-00-00			1 YEAR BASE	
00-00-00					
04-22-15		SBA MERGER			1830952.54
05-01-15	05-01-15	INITIAL ADVANCE	1830952.54	PRINCIPAL	
00-00-00	05-01-15				1830952.54
00-00-00					
05-01-15	05-01-15	INTEREST ADJUSTMENT	7628.96	INTEREST	
00-00-00	00-00-00				1827825.04
00-00-00					
05-07-15	05-01-15	PAYMENT	3127.50	PRINCIPAL	
05-01-15	05-01-15		7628.96	INTEREST	
00-00-00					1824684.51
05-07-15		5/1 PMT TO COLSON			
06-04-15	06-01-15	PAYMENT	3140.53	PRINCIPAL	
06-01-15	06-01-15		7615.93	INTEREST	
00-00-00					1827825.04
06-04-15		6/1 PMT TO COLSON			
06-10-15	06-01-15	PAYMENT REVERSED	3140.53	PRINCIPAL	
06-01-15	05-01-15		7615.93	INTEREST PAID	
00-00-00					
06-10-15		TO POST W/ PARTICIPATION			

NOTE NBR 690566
 SHORT NAME AHANA HOSPITALITY

REQUEST DATE
 5-14-2016

-----HISTORY: 00-00-00 THRU 00-00-00 -----						
POST DTE	EFF DATE	TRANS	DESCRIPTION	AMOUNT	TYPE	ACCT BALANCE
DUE DATE	PAID-TO					1824684.52
REC DATE						
06-10-15	06-01-15	PAYMENT		3140.52	PRINCIPAL	
06-01-15	06-01-15			7615.94	INTEREST	
00-00-00						
06-10-15		REPOST				1824684.52
06-30-15	06-30-15	CLOSING COST		42317.90	FEE	
00-00-00	00-00-00					
00-00-00						1824684.52
06-30-15	06-30-15	CLOSING COST ADJ		42317.90	FEE	
00-00-00	00-00-00					
00-00-00						1824684.52
06-30-15	05-01-15	CLOSING COST		42317.90	FEE	
00-00-00	00-00-00					
00-00-00						1824684.52
07-01-15	07-01-15	INTEREST RATE CHANGE		5.00000	NEW RATE	
00-00-00	00-00-61			5.00000	OLD RATE	
00-00-00						1821530.91
07-06-15	07-01-15	PAYMENT		3153.61	PRINCIPAL	
07-01-15	07-01-15			7602.85	INTEREST	
00-00-00						
07-06-15		7/1 COLSON PMT				1818870.14
08-03-15	08-03-15	PAYMENT		2660.77	PRINCIPAL	
08-01-15	08-03-15			8095.69	INTEREST	
00-00-00						
08-03-15		AUTO-DEBIT ACCOUNT NO. 733828623				1816209.37
08-10-15	08-03-15	PAYMENT		2660.77	PRINCIPAL	
09-01-15	08-03-15			8095.69	INTEREST	
00-00-00						
08-10-15		COLSON 08/03				1818870.14
08-14-15	08-03-15	PAYMENT REVERSED		2660.77	PRINCIPAL	
09-01-15	07-01-15			8095.69	INTEREST PAID	
00-00-00						
08-14-15		CORRECTION SENDING BACK TO CUSTOMER				1815187.06
09-03-15	09-01-15	PAYMENT		3683.08	PRINCIPAL	
09-01-15	07-29-15			7073.38	INTEREST	
00-00-00						
09-03-15		COLSON 09/01				1815187.06
10-01-15	10-01-15	INTEREST RATE CHANGE		5.00000	NEW RATE	
00-00-00	00-01-51			5.00000	OLD RATE	
00-00-00						

CUSTOMER LOAN HISTORY

NOTE NBR 690566
 SHORT NAME AHANA HOSPITALITY

REQUEST DATE
 5-14-2010

-----HISTORY: 00-00-00 THRU 00-00-00-----

POST DTE	EFF DATE	TRANS DESCRIPTION	AMOUNT	TYPE	ACCT BALANCE
DUE DATE	PAID-TO				
REC DATE					1811993.87
10-02-15	10-01-15	PAYMENT	3193.19	PRINCIPAL	
10-01-15	08-29-15		7563.27	INTEREST	
00-00-00					
10-02-15		COLSON 10/1/15			1815187.06
10-06-15	10-01-15	PAYMENT REVERSED	3193.19	PRINCIPAL	
10-01-15	07-29-15		7563.27	INTEREST PAID	
00-00-00					
10-06-15		ITEM RETURNED NSF			1815187.06
10-13-15	10-13-15	LATE FEE ASSESSED	537.02	L/F ASSESS	
10-01-15	00-00-00				
00-00-00					1811993.87
10-16-15	10-15-15	PAYMENT	3193.19	PRINCIPAL	
10-01-15	08-29-15		7563.27	INTEREST	
00-00-00					
10-16-15		COLSON 10/15			1815187.06
10-27-15	10-15-15	PAYMENT REVERSED	3193.19	PRINCIPAL	
10-01-15	07-29-15		7563.27	INTEREST PAID	
00-00-00					1815187.06
10-27-15	10-15-15	PAYMENT	.00	PRINCIPAL	
10-01-15	09-12-15		10756.46	INTEREST	
00-00-00					1815187.05
10-30-15	10-30-15	PAYMENT	.01	PRINCIPAL	
00-00-00	09-12-15				
00-00-00					
10-30-15		CORRECTION			1815187.05
11-02-15	11-02-15	LOAN FEE ASSESSED	25.00	FEE AMOUNT	
00-00-00	00-00-00				
00-00-00					
11-02-15		PER COLSON			1809052.80
11-02-15	11-02-15	PAYMENT	6134.25	PRINCIPAL	
11-01-15	11-02-15		4622.21	INTEREST	
00-00-00					
11-02-15		AUTO-DEBIT ACCOUNT NO. 656088528			1815187.05
11-05-15	11-02-15	PAYMENT REVERSED	6134.25	PRINCIPAL	
11-01-15	10-14-15		4622.21	INTEREST PAID	
00-00-00					
11-05-15		ACH ACCOUNT CLOSED			

DAVITA INC.
 CUSTOMER LOAN HISTORY

NOTE NBR 690566
 SHORT NAME AHANA HOSPITALITY

REQUEST DATE
 5-14-2018

-----HISTORY: 00-00-00 THRU 00-00-00-----				
POST DTE	EFF DATE	TRANS DESCRIPTION	AMOUNT	ACCT BALANCE
DUE DATE	PAID-TO			
REC DATE				1809052.80
11-12-15	11-02-15	PAYMENT	6134.25	PRINCIPAL
11-01-15	11-02-15		4622.21	INTEREST
00-00-00				
11-12-15		CHECK 411149748		
				1809052.80
11-13-15	11-13-15	LATE FEE WAIVER	537.82	L/F WAIVED
00-00-00	00-00-00			
00-00-00				
11-13-15		PER COLSON		
				1801060.18
11-13-15	11-13-15	PAYMENT	7992.62	PRINCIPAL
12-01-15	11-13-15		2763.84	INTEREST
00-00-00				
11-13-15		NOV 1ST PMT		
				1809052.80
11-16-15	11-13-15	PAYMENT REVERSED	7992.62	PRINCIPAL
12-01-15	11-02-15		2763.84	INTEREST PAID
00-00-00				
11-16-15		RVS DBL PMT		
				1805582.81
12-01-15	12-01-15	PAYMENT	3469.99	PRINCIPAL
12-01-15	12-01-15		7286.47	INTEREST
00-00-00				
			25.00	FEE 1
12-01-15		AUTO-DEBIT ACCOUNT NO. 733828623		
				1803101.94
01-04-16	01-04-16	PAYMENT	2480.87	PRINCIPAL
01-01-16	01-04-16		8275.59	INTEREST
00-00-00				
01-04-16		AUTO-DEBIT ACCOUNT NO. 733828623		
				1803101.94
01-04-16	01-01-16	INTEREST RATE CHANGE	5.25000	NEW RATE
00-00-00	00-02-16		5.00000	OLD RATE
00-00-00				
				1799215.02
02-01-16	02-01-16	PAYMENT	3686.92	PRINCIPAL
02-01-16	02-01-16		7137.33	INTEREST
00-00-00				
02-01-16		AUTO-DEBIT ACCOUNT NO. 733828623		
				1796062.33
03-01-16	03-01-16	PAYMENT	3152.69	PRINCIPAL
03-01-16	03-01-16		7871.56	INTEREST
00-00-00				
03-01-16		AUTO-DEBIT ACCOUNT NO. 733828623		
				1792895.85
04-01-16	04-01-16	PAYMENT	3166.48	PRINCIPAL
04-01-16	04-01-16		7857.77	INTEREST
00-00-00				
04-01-16		AUTO-DEBIT ACCOUNT NO. 733828623		

NOTE NR 690566
 SHORT NAME AHANA HOSPITALITY

CUSTOMER LOAN HISTORY

REQUEST DATE
 5-14-2018

-----HISTORY: 00-00-00 THRU 00-00-00 -----						
POST DTE	EFF DATE	TRANS DESCRIPTION	AMOUNT	TYPE	ACCT BALANCE	
DUE DATE	PAID-TO					
REC DATE						
					1792895.85	
04-01-16	04-01-16	INTEREST RATE CHANGE	5.25000	NEW RATE		
00-00-00	00-03-33		5.25000	OLD RATE		
00-00-00						
					1789976.99	
05-02-16	05-02-16	PAYMENT	2918.86	PRINCIPAL		
05-01-16	05-02-16		8105.39	INTEREST		
00-00-00						
05-02-16		AUTO-DEBIT ACCOUNT NO. 733828623				
					1786522.85	
06-01-16	06-01-16	PAYMENT	3454.14	PRINCIPAL		
06-01-16	06-01-16		7570.11	INTEREST		
00-00-00						
06-01-16		AUTO-DEBIT ACCOUNT NO. 733828623				
					1783314.64	
07-01-16	07-01-16	PAYMENT	3208.21	PRINCIPAL		
07-01-16	07-01-16		7816.04	INTEREST		
00-00-00						
07-01-16		AUTO-DEBIT ACCOUNT NO. 733828623				
					1783314.64	
07-01-16	07-01-16	INTEREST RATE CHANGE	5.25000	NEW RATE		
00-00-00	00-04-24		5.25000	OLD RATE		
00-00-00						
					1780092.39	
08-01-16	08-01-16	PAYMENT	3222.25	PRINCIPAL		
08-01-16	08-01-16		7802.00	INTEREST		
00-00-00						
08-01-16		AUTO-DEBIT ACCOUNT NO. 733828623				
					1776856.04	
09-01-16	09-01-16	PAYMENT	3236.35	PRINCIPAL		
09-01-16	09-01-16		7787.90	INTEREST		
00-00-00						
09-01-16		AUTO-DEBIT ACCOUNT NO. 733828623				
					1773605.54	
10-03-16	10-01-16	PAYMENT	3250.50	PRINCIPAL		
10-01-16	10-01-16		7773.75	INTEREST		
00-00-00						
10-03-16		AUTO-DEBIT ACCOUNT NO. 733828623				
					1773605.54	
10-03-16	10-01-16	INTEREST RATE CHANGE	5.25000	NEW RATE		
00-00-00	00-00-17		5.25000	OLD RATE		
00-00-00						
					1770340.81	
11-01-16	11-01-16	PAYMENT	3264.73	PRINCIPAL		
11-01-16	11-01-16		7759.52	INTEREST		
00-00-00						
11-01-16		AUTO-DEBIT ACCOUNT NO. 733828623				

CUSTOMER LOAN HISTORY

NOTE NBR 690866
 SHORT NAME AHANA HOSPITALITY

REQUEST DATE
 5-14-2018

*****HISTORY: 00-00-00 THRU 00-00-00*****					
POST DTE	EFF DATE	TRANS DESCRIPTION	AMOUNT	TYPE	ACCT BALANCE
		DUE DATE PAID-TO			1767061.80
		REC DATE			
12-01-16	12-01-16	PAYMENT	3279.01	PRINCIPAL	
12-01-16	12-01-16		7745.24	INTEREST	
00-00-00					
12-01-16		AUTO-DEBIT ACCOUNT NO. 733828623			1764283.84
01-03-17	01-03-17	PAYMENT	2777.96	PRINCIPAL	
01-01-17	01-03-17		8246.29	INTEREST	
00-00-00					
01-03-17		AUTO-DEBIT ACCOUNT NO. 733828623			1764283.84
01-03-17	01-01-17	INTEREST RATE CHANGE	5.50000	NEW RATE	
00-00-00	00-00-16		5.25000	OLD RATE	
00-00-00					
02-01-17	02-01-17	PAYMENT	3452.49	PRINCIPAL	
02-01-17	02-01-17		7571.76	INTEREST	
00-00-00					
02-01-17		AUTO-DEBIT ACCOUNT NO. 733828623			1757624.63
03-01-17	03-01-17	PAYMENT	3206.72	PRINCIPAL	
03-01-17	03-01-17		8070.47	INTEREST	
00-00-00					
03-01-17		AUTO-DEBIT ACCOUNT NO. 733828623			1754940.28
04-03-17	04-03-17	PAYMENT	2684.35	PRINCIPAL	
04-01-17	04-03-17		8592.84	INTEREST	
00-00-00					
04-03-17		AUTO-DEBIT ACCOUNT NO. 733828623			1754940.26
04-03-17	04-01-17	INTEREST RATE CHANGE	5.75000	NEW RATE	
00-00-00	00-00-15		5.50000	OLD RATE	
00-00-00					
05-01-17	05-01-17	PAYMENT	3404.30	PRINCIPAL	
05-01-17	05-01-17		7872.89	INTEREST	
00-00-00					
05-01-17		AUTO-DEBIT ACCOUNT NO. 733828623			1748651.57
06-01-17	06-01-17	PAYMENT	2884.41	PRINCIPAL	
06-01-17	06-01-17		6392.78	INTEREST	
00-00-00					
06-01-17		AUTO-DEBIT ACCOUNT NO. 733828623			1746311.93
07-03-17	07-03-17	PAYMENT	2339.64	PRINCIPAL	
07-01-17	07-03-17		8937.55	INTEREST	
00-00-00					
07-03-17		AUTO-DEBIT ACCOUNT NO. 733828623			

CUSTOMER LOAN HISTORY

NOTE NBR 590566
 SHORT NAME AHANA HOSPITALITY

REQUEST DATE
 5-14-2018

-----HISTORY: 00-00-00 THRU 00-00-00 -----*

POST DTE	EFF DATE	TRANS DESCRIPTION	AMOUNT	TYPE	ACCT BALANCE
DUE DATE	PAID-TO				1746311.93
REC DATE					
07-03-17	07-01-17	INTEREST RATE CHANGE	6.00000	NEW RATE	
00-00-00	00-00-16		5.75000	OLD RATE	
00-00-00					1743208.48
08-01-17	08-01-17	PAYMENT	3103.45	PRINCIPAL	
08-01-17	08-01-17		8173.74	INTEREST	
00-00-00					
08-01-17		AUTO-DEBIT ACCOUNT NO. 733828623			1740647.33
09-01-17	09-01-17	PAYMENT	2561.15	PRINCIPAL	
09-01-17	09-01-17		8716.04	INTEREST	
00-00-00					
09-01-17		AUTO-DEBIT ACCOUNT NO. 733828623			1738363.49
10-02-17	10-02-17	PAYMENT	2283.84	PRINCIPAL	
10-01-17	10-02-17		8993.35	INTEREST	
00-00-00					
10-02-17		AUTO-DEBIT ACCOUNT NO. 733828623			1738363.49
10-02-17	10-01-17	INTEREST RATE CHANGE	6.00000	NEW RATE	
00-00-00	00-00-17		6.00000	OLD RATE	
00-00-00					1735488.39
11-01-17	11-01-17	PAYMENT	2875.10	PRINCIPAL	
11-01-17	11-01-17		8402.09	INTEREST	
00-00-00					
11-01-17		AUTO-DEBIT ACCOUNT NO. 733828623			1732888.64
12-01-17	12-01-17	PAYMENT	2599.75	PRINCIPAL	
12-01-17	12-01-17		8677.44	INTEREST	
00-00-00					
12-01-17		AUTO-DEBIT ACCOUNT NO. 733828623			1730275.89
01-02-18	01-01-18	PAYMENT	2612.75	PRINCIPAL	
01-01-18	01-01-18		8664.44	INTEREST	
00-00-00					
01-02-18		AUTO-DEBIT ACCOUNT NO. 733828623			1727211.67
01-02-18	01-01-18	INTEREST RATE CHANGE	6.25000	NEW RATE	
00-00-00	00-00-16		6.00000	OLD RATE	
00-00-00					1727211.67
02-01-18	02-01-18	PAYMENT	3064.22	PRINCIPAL	
02-01-18	02-01-18		9011.86	INTEREST	
00-00-00					
02-01-18		AUTO-DEBIT ACCOUNT NO. 733828623			

DEPARTMENT, N.Y.
 CUSTOMER LOAN HISTORY

NOTE NBR 690566
 SHORT NAME AHANA HOSPITALITY

REQUEST DATE
 5-14-2018

-----HISTORY: 00-00-00 THRU 00-00-00 -----*

POST DTE	EFF DATE	TRANS	DESCRIPTION	AMOUNT	TYPE	ACCT BALANCE
	DUE DATE	PAID-TO				
	REC DATE					1724131.48
03-01-18	03-01-18	PAYMENT		3080.19	PRINCIPAL	
03-01-18	03-01-18			8995.89	INTEREST	
00-00-00						
03-01-18			AUTO-DEBIT ACCOUNT NO. 733828623			1721035.25
04-02-18	04-01-18	PAYMENT		3096.23	PRINCIPAL	
04-01-18	04-01-18			8979.85	INTEREST	
00-00-00						
04-02-18			AUTO-DEBIT ACCOUNT NO. 733828623			1721035.25
04-02-18	04-01-18	INTEREST RATE CHANGE		6.50000	NEW RATE	
00-00-00	00-00-15			6.25000	OLD RATE	
00-00-00						
						1718281.45
05-01-18	05-01-18	PAYMENT		2753.80	PRINCIPAL	
05-01-18	05-01-18			9322.28	INTEREST	
00-00-00						
05-01-18			AUTO-DEBIT ACCOUNT NO. 733828623			
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Misc. Additional Info

MEMORANDUM IN SUPPORT

To: Putnam County Industrial Development Agency

From: Michael T. Liguori, Esq.

Date: August 21, 2018

Re: Application for Benefits by Shelly Nichani related to his acquisition of the Fox Ridge Hotel project located at 7-11 Peach Lake Road, Brewster, New York 10509

The purpose of this Memorandum is to update the Agency as it relates to the overall transaction and to address the remaining comments of the IDA in its review of same.

At the outset, we note the following updates itemized below. To the extent relevant, the Application to the IDA has been updated to reflect the updated information.

1. Shelly Nichani will be assigning the Contract of Sale to Ahana Hospitality LLC, a CT limited liability company authorized to do business in New York, which is an entity that he owns with one other member, Anita Mehra. Ahana Hospitality LLC will be taking title to the property and the relevant IDA documents will be with Ahana.
2. Savoy Bank has issued a commitment letter in the amount of \$4,320,000 contingent upon a satisfactory Appraisal and Feasibility Study, Phase I, and Plan and Cost Review.
3. The Appraisal and Feasibility Study was prepared by HVS Consulting & Valuation and submitted to the Bank on July 3, 2018.
4. The Phase I was prepared by Geographic Services, Inc. and submitted to the Bank on July 3, 2018.
5. The Construction Budget is complete as well as the Plan and Cost Review.
6. Financial data to support the Applicant's ability to complete the project.
7. We previously provided the letter in support from the Putnam County Tourism Bureau.

Evaluation Criteria

The IDA has been charged with reviewing the following criteria in its review of projects:

Extent to which a project will create or retain permanent jobs:

There are two aspects of job creation proposed in connection with the project. The first relates to construction jobs created by the project. Exact figures on the number of tradesmen do not exist, however, the construction of the project requires the following services:

Construction Management, Steel, Electrical, Plumbing, HVAC, Paving, Site Work, Concrete Work, Fire Suppression, Carpenters, Sheetrockers, Roofers, Floor, Wall and Ceiling finish installers, Laborers, Landscapers, Security, Cable, Internet, Phone & Data Contractors, Engineering, Architectural and Legal Services, Rubbish Removal, Temp Services.

Permanent Jobs:

It is anticipated that after the hotel construction is complete, operation of the hotel will require the services of approximately 9 staff, which include 1 manager, 1 assistant manager, 4 maids/roomkeepers, 1 chauffeur; and 2 food / pantry workers. Outside professional services will include legal, accounting and management.

Estimated value of tax exemptions:

The estimated values of the tax exemptions are detailed in the Application itself.

Amount of private sector investment:

Mr. Nichani intends on investing approximately \$2,000,000 into the project in addition to the sale price, which would increase depending on future expansion of the hotel and the development of a restaurant in the location of the presently abandoned house on the property. Because the property consists of 12.5 acres and the hotel site (including the house) only use 3 acres, additional development is anticipated.

Likelihood of project being accomplished in a timely fashion:

With the availability of the construction loan funds and the cash to be injected into the project, together with the extent of the level of existing completion, it is very likely that the project will be completed on time.

Extent of new revenue to taxing jurisdictions;

As discussed in our prior submittals, at the June meeting and in the Application, even with the PILOT in place, the project will create additional revenue for the taxing jurisdictions in the form of additional real property tax, sales tax and bed tax.

Any other miscellaneous public benefits.

As discussed in the letter from the Putnam County Tourism Bureau, having a branded hotel in the County is a great way to continue the County's plan to further a tourist economy and to capitalize on that economy. All too often it sees its tax dollars lost in Connecticut or in Dutchess County due to there being no branded hotels available for people to stay. Moreover, countless businesses in the County send their business visitors to Danbury to stay because there are no branded hotels for their guests to stay in.

Finally, the current application will rescue a defaulted project thereby salvaging the abatements provided to the original project and finishing a project that will provide numerous benefits to the community.

Attachments:

Assignment of Contract to Ahana Hospitality LLC

Ahana Hospitality LLC CT Business Inquiry Report

Appraisal and Feasibility Study prepared by HVS Consulting & Valuation

Phase I Environmental Site Assessment Findings Pages (1-12)

Commitment Letter from Savoy Bank

Statement of Account Showing Proof of Funds for Completion of Work

Furniture, Fixtures and Equipment Schedule

Stipulation of Settlement