July 22, 2022

VIA FEDERAL EXPRESS
AND EMAIL (tony.catapano@suffolkcountyny.gov)
Suffolk County Industrial Development Agency
Attn: Mr. Anthony J. Catapano, Executive Director
H. Lee Dennison Building, 3rd Floor
100 Veterans Highway, PO Box 6100
Hauppauge, NY 11788

RE: WHBH Real Estate LLC’s (“WHBH”) Application for Financial Assistance
to Suffolk County Industrial Development Agency (“IDA”)

Dear Mr. Catapano:

This office is counsel to WHBH in connection with its application to the IDA for financial assistance with its proposed project at 7 Beach Lane, Westhampton Beach, New York 11978 (the “Property”). WHBH is comprised of highly experienced real estate developers and managers, who have purchased the Property, which is currently improved with a vacant hotel, previously known as “The Grassmere Inn”. The vacant improvements are poor condition and require substantial rehabilitation. The Property has been underutilized for many years, and is located in an area of Suffolk County that will strongly benefit from the addition of luxury hotel stock.

Please note that WHBH proposes to demolish a dilapidated cottage, together with a portion of the annex at the rear of the main building, which dates back to the 19th Century. WHBH intends to preserve the Victorian aesthetic of the main building (at considerable cost) by inserting an entire steel skeleton into the frame of the building to rectify the poor structural integrity of same. The new boutique hotel will total 9,250 square feet, and feature 16 hotel rooms, an outdoor pool, outdoor and indoor bar, fitness center, and transportation to Rogers Beach and Main Street. Please further note that WHBH, to the extent that same is commercially practicable, will be purchasing all improvements from local suppliers, which will all be installed by local tradesmen. WHBH fully expects to fill the seven (7) full-time equivalents at the project with labor residing within a reasonable commuting distance of the project.

Please do not hesitate to contact me with any questions or comments. Thank you kindly in advance for your prompt attention to this matter.

Very truly yours,

[Signature]

Daniel J. Baker

Enclosures
cc: Ms. Kelly Murphy, Deputy Executive Director (via e-mail)
    Melissa C. Bennett, Esq. (via e-mail)
    WHBH Real Estate LLC (via e-mail)
WHBH REAL ESTATE LLC

To: Board of Directors of the Suffolk County IDA
Re: Company Narrative for Proposed Suffolk County IDA Application
Project Name: Seven Beach Lane, a 16 Room Luxury Hotel in Westhampton Beach
Project Address: 7 Beach Lane, Westhampton Beach, New York 11978
Date: July 21, 2022

Executive Summary

In May of 2020, WHBH Real Estate LLC entered into a contract of sale to purchase The Grassmere Inn, located at 7 Beach Lane, Westhampton Beach, NY 11978. The Grassmere Inn was a former 19 room bed and breakfast style inn owned by an individual from Westchester County. The property was generally kept in a state of disrepair and has been neglected for over twenty years.

Having recently purchased another old hotel known as The Fire Island Hotel and Resort, which is located in Ocean Bay Park (Town of Brookhaven), and successfully converted and redeveloped same into The Fire Island Beach House (www.fibh.com), we have confidence in our business plan for the redevelopment of The Grassmere Inn. What makes this project compelling is the public sector commitment to a revitalization plan, which includes new sewer districts, roadways and commitment to infrastructure. In addition, Westhampton Beach is extremely limited regarding new hotel room stock that can accommodate tourists and out of town travelers looking to experience the beaches, parks, theaters and attractions that Westhampton Beach and surrounding areas have to offer. In October 2020, we closed on our purchase of the 1-acre site in Westhampton Beach and established the new name “Seven Beach Lane.” As noted in the Tourism Study & Demand Analysis conducted by HVS Consulting and Valuation (“HVS Study”), our hotel would be the first luxury hotel in Westhampton Beach.

Our plan is to provide an elegant, high-end, luxury hotel experience to East End visitors throughout the year. As provided for in the HVS Study, the proposed project is held as an "excellent candidate for the renovation and repositioning" due to the highly strategic location in the Village of Westhampton Beach and the Village’s historic downtown core and local beaches. A prime example is Rogers Beach (approximately one quarter mile away). Being only 80 miles east of New York City, Westhampton is the most convenient destination for Tri-State area residents seeking commutable vacation destinations on the East End of Long Island. We are well connected to the roadway systems that serve The Hamptons. Our proposed project is three miles away from the Long Island Expressway and Sunrise Highway, which is a high-volume arterial road serving The Hamptons. Due to COVID-19, there has been a shift in vacation trends and tri-state residents are more eager to visit luxury locations that are commutable by...
automobile versus vacation destinations that would traditionally be accessed by plane or train. Since the Northeastern areas serve as the key feeder market, hotels that rely on guests travelling via automobiles have fared relatively well in The Hamptons, as indicated in the HVS Study.

Moreover, as further noted in the HVS Study, the property’s status as a “...luxury-caliber restoration and repositioning of a historic structure...” will be a driving factor regarding the anticipated visitation, versus this property simply providing new stock to meet the market’s current demands. Our planned renovations for this historic property will create the type of “...bespoke lodging experience...” that can be directly marketed to the New York City metropolitan area’s affluent citizens. As a result of the foregoing, per the HVS Study, we can confidently surmise that “...at least 90% of [the property’s] visitation will be comprised of persons outside of Nassau and Suffolk Counties, with the motivating visitation factor being the contemplated hotel’s “...unique physical characteristics and service levels, which will qualify it as a tourist destination...”

As a result of the shifts in drive-to leisure vacationing, we purposefully designed a hotel which will heavily incorporate Main Street into our guests’ experience. Our food and beverage design will not offer a traditional “steak and potatoes” dinner lasting over 2 hours. Rather, our offering will encourage our hotel guests to visit the many dining options in Westhampton Beach Village such as Goldberg’s Deli, Salt & Loft, Funchos, The Patio, LT Burger, and the former Starr Boggs. Our hotel will instead offer around the clock light food and drink, in a deliberate effort to encourage our guests to support the surrounding area’s restaurants and bars.

Construction and Project Overview

Our construction project will include the demolition of an old, dilapidated, blighted cottage, as well as an annex in the rear of the main hotel building, which was originally built sometime in the 19th Century. The inferior construction quality occurring throughout the 1960’s and 1970’s resulted in a mobile home style appearance, which is a stark contrast from the Victorian design of the main building. While renovations will be made to create a high-end boutique hotel, we will still be preserving the Victorian aesthetic by inserting an entire steel skeleton into the frame of the building, whose structural integrity is in very poor condition. Moreover, our contractor initially suggested that we consider demolition and reconstruction because of the building’s deteriorating foundation. However, we felt that the approximately $6,000,000.00 of hard costs associated with preserving this historic structure are worthwhile to the community. Our goal for this project is to provide guests with a luxury hotel while maintaining the historic Victorian aesthetic, which will bring in more tourism and revenue to the community.

The existing structures, including those being demolished, total approximately 8,481 SF. The new combined structures will total 9,250 SF, which includes revitalized
outdoor porches, decks, and entrances. The entire new structure will be consolidated under one roof to maximize our systems and building efficiencies. Major reasons for the increase in square footage are new ADA and life safety components such as an elevator, corridors and fire egress and stairwells. In addition to the above, the project will include the following amenities for our guests:

- Outdoor pool and lounge area;
- Outdoor bar and restaurant;
- Lounge area with firepit to extend seasonal enjoyment;
- Indoor bar and restaurant;
- Outdoor fitness and gathering area; and
- Hotel provided transportation to Rogers Beach and Main Street.

All improvements will be purchased from local suppliers and will be installed by tradesmen and small businesses located in the community, to the extent possible.

**Employment and Jobs at Seven Beach Lane**

Upon opening in 2023, we expect to have seven full time equivalents ("FTEs") employed at Seven Beach Lane. Since we will be operating seven days a week, we expect that the employees will all reside within a reasonable commuting distance of the project. These employees will all be new hires from the community.

**Need for IDA Assistance**

Over the past two years, our world has changed dramatically. The world experienced a pandemic that negatively affected the economy in a variety of ways, most importantly as it relates to extended supply chain lead times and large increases in the costs of construction materials. These conditions exist to this day, without an end in sight. If it were not for the ability to obtain IDA benefits, many of the original project objectives would be extremely difficult, if not impossible, to meet. Material costs alone have increased at least 30% to 40% (i.e., steel alone increasing 112%) making this project extremely challenging in the current economic climate. Moreover, lenders remain skeptical insofar as providing construction financing on projects where real estate taxes are burdensome, coupled with drastic cost increases for basic construction materials. We believe that the tradeoff of receiving these benefits is well worth the public benefit the hotel would bring to the Westhampton Beach and Suffolk County community. Outside visitors will increase tax revenues, small business revenues and positive attention to the County.
We respectfully request that you consider our application for financial assistance and look forward to partnering with the IDA to enrich the local community, while revitalizing this historic building. Thank you kindly in advance for your consideration.

Respectfully,

Corey Gluckstal

Corey Gluckstal
Managing Member
WHBH Real Estate LLC
FORM APPLICATION FOR FINANCIAL ASSISTANCE

DATE: July 22, 2022

APPLICATION OF: WHBH Real Estate LLC

Name of Owner and/or User of Proposed Project

ADDRESS: 7 Beach Lane, Westhampton Beach, NY

Type of Application: ☐ Tax-Exempt Bond ☐ Taxable Bond

☐ Straight Lease ☐ Refunding Bond

PRIOR TO SUBMITTING A COMPLETED FINAL APPLICATION, PLEASE ARRANGE TO MEET WITH THE AGENCY’S STAFF TO REVIEW YOUR DRAFT APPLICATION.

Please respond to all questions in this Application for Financial Assistance (the “Application”) by, as appropriate:

- Filling in Blanks;
- Checking the Applicable Term(s);
- Attaching Additional Text (with notation in Application such as “see Schedule E, Item #1, etc….”); or
- Writing “N/A”, signifying “Not Applicable”.

All attachments responsive to questions found in this Application should be clearly labeled and attached to the Application. If more space than allotted on this application form is needed in responding to any specific question, please include your response as an attachment to this application. If an estimate is given, enter “EST” after the figure. If not submitted by email, one signed original and one photocopy of the Application (including all attachments) must be submitted. A non-refundable application fee, as noted in Schedule A, is required at the time of submission of this application to the Suffolk County Industrial Development Agency (the “Agency”). This fee will be applied to the Agency’s Administrative Fee at closing.
At the time of inducement, Transaction Counsel may require a deposit which will be applied to actual out-of-pocket disbursements made during the inducement and negotiation processes, and will be reflected on their final statement at closing.

The Agency’s acceptance of this Application for consideration does not constitute a commitment on the part of the Agency to undertake the proposed Project, to grant any Financial Assistance with respect to the proposed Project or to enter into any negotiations with respect to the proposed Project.

Information provided herein will not be made public by the Agency prior to the passage of an Official Inducement Resolution, but may be subject to disclosure under the New York Freedom of Information Law (New York Public Officers Law § 84 et seq.) ("FOIL"). If the Applicant believes that a portion of the material submitted with this Application is protected from disclosure under FOIL, the Applicant should mark the applicable section(s) or page(s) as "confidential" and state the applicable exemption to disclosure under FOIL.

PLEASE NOTE: It is the policy of the Suffolk County Industrial Development Agency to strongly encourage project applicants to support LONG ISLAND FIRST. This means that to the greatest extent possible project applicants should consider purchasing goods and services from Long Island-based providers, businesses and vendors and that to the greatest extent possible all employment opportunities should be provided to Long Island residents first.

It is also the policy of the Suffolk County IDA to encourage the use of local labor and the payment of the area standard wage during construction of the project.
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SCHEDULE B  Long Island First Policy
SCHEDULE C  Construction Wage Policy
SCHEDULE D  Recapture Policy
SCHEDULE E  Background, Credit and Litigation Review Authorization Form
Part I: Owner & User Data

1. Owner Data:

A. Owner (Applicant for assistance): WHBH Real Estate LLC

Address: 35 Pinelawn Road, Suite 214E
Melville, New York 11747

Federal Employer ID #: Website: www.sevenbeachlane.com

NAICS Code:

Owner Officer Certifying Application: Corey Gluckstal

Title of Officer: Managing Member

Phone Number: E-mail: corey@fivepointre.com

B. Business Type:

Sole Proprietorship □ Partnership □ Privately Held ☑

Public Corporation □ Listed on _____________________________

State of Incorporation/Formation: New York

C. Nature of Business:
(e.g., "manufacturer of ____ for ____ industry"); "distributor of ____
industry"); or "real estate holding company")

Real Estate Holding Company

D. Owner Counsel:

Firm Name: Certilman Balin Adler & Hyman, LLP

Address: 90 Merrick Ave., 9th Fl
East Meadow, New York 11554


Phone Number: E-mail: dbaker@certilmanbalin.com
E. Principal Stockholders, Members or Partners, if any, of the Owner (5% or more equity):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percent Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corey Gluckstal (Managing Member)</td>
<td>3.7%</td>
</tr>
</tbody>
</table>

*There are no equity investors with more than 5% interest in Applicant.

F. Has the Owner, or any subsidiary or affiliate of the Owner, or any stockholder, partner, member, officer, director or other entity with which any of these individuals is or has been associated with:

   i. ever filed for bankruptcy, been adjudicated bankrupt or placed in receivership or otherwise been or presently is the subject of any bankruptcy or similar proceeding? (if yes, please explain)

   No.

   ii. been convicted of a felony, or misdemeanor, or criminal offense (other than a motor vehicle violation)? (if yes, please explain)

   No.

G. If any of the above persons (see “E”, above) or a group of them, owns more than 50% interest in the Owner, list all other organizations which are related to the Owner by virtue of such persons having more than a 50% interest in such organizations.

   WHBH Holdings LLC

H. Is the Owner related to any other organization by reason of more than a 50% ownership? If so, indicate name of related organization and relationship:

   WHBH Holdings LLC
I. List parent corporation, sister corporations and subsidiaries:

WHBH Holdings LLC, SEVEN BEACH LANE LLC

J. Has the Owner (or any related corporation or person) been involved in or benefited by any prior industrial development financing in the municipality in which this project is located, whether by this agency or another issuer? (Municipality herein means city, town or village, or if the project is not in an incorporated city, town or village, the unincorporated areas of the county in which it is located.) If so, explain in full:

No

K. List major bank references of the Owner:

Webster Bank, N.A.

2. User Data

***(for co-applicants for assistance or where a landlord/tenant relationship will exist between the owner and the user)**

A. User (together with the Owner, the "Applicant"):

Seven Beach Lane LLC

Address: 35 Pinelawn Road, Suite 214E

Melville, New York 11747

Federal Employer ID #: _____________________ Website: _____________________

NAICS Code: ________________________________

Owner Officer Certifying Application: Corey Gluckstal

Title of Officer: Authorized Signatory

Phone Number: _____________________ E-mail: corey@fivepointre.com
B. Business Type:

- Sole Proprietorship ☐
- Partnership ☐
- Privately Held ☑

- Public Corporation ☐
- Listed on ________________________________

- State of Incorporation/Formation: New York

C. Nature of Business:
(e.g., "manufacturer of _____ for _____ industry"; "distributor of _____"; or "real estate holding company")

- Tenant/Hotel Operating Company

D. Are the User and the Owner Related Entities? ☐ Yes ☐ No

i. If yes, the remainder of the questions in this Part I, Section 2 (with the exception of "F" below) need not be answered if answered for the Owner.

ii. If no, please complete all questions below.

E. User’s Counsel:

- Firm Name: Certilman Balin Adler & Hyman, LLP
- Address: 90 Merrick Ave., 9th Fl
- East Meadow, New York 11554

- Individual Attorney: Daniel J. Baker

- Phone Number: ☐☐☐☐☐☐☐☐☐☐ E-mail: dbaker@certilmanbalin.com

F. Principal Stockholders or Partners, if any (5% or more equity):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percent Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>WHBH Holdings LLC</td>
<td>100%</td>
</tr>
</tbody>
</table>

*There are no equity investors with greater than a 5% interest in User.*
G. Has the User, or any subsidiary or affiliate of the User, or any stockholder, partner, officer, director or other entity with which any of these individuals is or has been associated with:
   i. Ever filed for bankruptcy, been adjudicated bankrupt or placed in receivership or otherwise been or presently is the subject of any bankruptcy or similar proceeding? (if yes, please explain)

No.

ii. Been convicted of a felony or criminal offense (other than a motor vehicle violation)? (if yes, please explain)

No.

H. If any of the above persons (see “E”, above) or a group of them, owns more than 50% interest in the User, list all other organizations which are related to the User by virtue of such persons having more than a 50% interest in such organizations.

N/A

I. Is the User related to any other organization by reason of more than a 50% ownership? If so, indicate name of related organization and relationship:

WHBH Holdings LLC

J. List parent corporation, sister corporations and subsidiaries:

WHBH Holdings LLC
K. Has the User (or any related corporation or person) been involved in or benefited by any prior industrial development financing in the municipality in which this project is located, whether by this agency or another issuer? (Municipality herein means city, town or village, or if the project is not in an incorporated city, town or village, the unincorporated areas of the county in which it is located.) If so, explain in full:

No.

L. List major bank references of the User:

Webster Bank, N.A.

---

**Part II – Operation at Current Location**

**(if the Owner and the User are unrelated entities, answer separately for each)**

---

1. Current Location Address:

---

2. Owned or Leased:

---

3. Describe your present location (acreage, square footage, number buildings, number of floors, etc.):

---

4. Type of operation (manufacturing, wholesale, distribution, retail, etc.) and products and/or services:

---

9
5. Are other facilities or related companies of the Applicant located within the State? □ Yes □ No

   A. If yes, list the Address:

   

6. If yes to above ("5"), will the completion of the project result in the removal of such facility or facilities from one area of the state to another OR in the abandonment of such facility or facilities located within the State? □ Yes □ No

   A. If no, explain how current facilities will be utilized:

   

   B. If yes, please indicate whether the project is reasonably necessary for the Applicant to maintain its competitive position in its industry or remain in the State and explain in full:

   

7. Has the Applicant actively considered sites in another state? □ Yes □ No

   A. If yes, please list states considered and explain:

   


8. Is the requested financial assistance reasonably necessary to prevent the Applicant from moving out of New York State? ☐ Yes ☐ No

A. Please explain:

But for the IDA’s assistance, this project would not be possible due to high real estate taxes and the costs associated with construction, and Applicant would have to identify an alternate jurisdiction for investment.

9. Please explain, in as much detail as possible, the Applicant’s/User’s efforts to comply with the Agency’s ‘Long Island First Policy’ (see Schedule B). In addition, please list the local Long Island-based vendors and/or contractors you use during the course of business operation. These could be raw material, packaging, supplies, equipment vendors, etc... Attach a separate listing to the Application if necessary:

As provided for in Applicant's narrative letter, Applicant intends to purchase all improvements from Long Island based suppliers, which will all be installed and/or constructed by Long Island based tradesmen. Moreover, all FTEs at the Project will be filled by hires from the Westhampton Beach area or within close proximity. This project, from the construction to operation phase, will truly be a Long Island sourced project.
Part III – Project Data

1. Project Type:

A. What type of transaction are you seeking?: (Check one)
   - Straight Lease  ☑
   - Taxable Bonds  ☐
   - Tax-Exempt Bonds  ☐
   - Equipment Lease Only  ☐

B. Type of benefit(s) the Applicant is seeking: (Check all that apply)
   - Sales Tax Exemption  ☑
   - Mortgage Recording Tax Exemption  ☑
   - PILOT Agreement:  ☑

2. Location of project:

A. Street Address: 7 Beach Lane, Westhampton Beach, New York 11978

B. Tax Map: District 0905    Section 011    Block 3    Lot(s) 010

C. Municipal Jurisdiction:
   i. Town: Southampton
   ii. Village: Westhampton Beach
   iii. School District: Westhampton Beach

D. Acreage: 1.03

3. Project Components (check all appropriate categories):

A. Construction of a new building  ☐ Yes  ☑ No
   i. Square footage: N/A

B. Renovations of an existing building  ☑ Yes  ☐ No
   i. Square footage: 3,680

C. Demolition of an existing building  ☑ Yes  ☐ No
   i. Square footage: 6,566

D. Land to be cleared or disturbed  ☐ Yes  ☐ No
   i. Square footage/acreage: 1.03
E. Construction of addition to an existing building  
   ☑ Yes ☐ No
   
   i. Square footage of addition: 5,570
   
   ii. Total square footage upon completion: 9,250

F. Acquisition of an existing building  
   ☐ Yes ☐ No
   
   i. Square footage of existing building: 8,481 (original inn and cottage in rear)

G. Installation of machinery and/or Equipment  
   ☑ Yes ☐ No
   
   i. List principal items or categories of equipment to be acquired:
   New HVAC, sanitary system, elevator, fire safety/sprinkler system and kitchen

4. Current Use at Proposed Location:

A. Does the Applicant currently hold fee title to the proposed location?

   ☑ Yes ☐ No
   
   i. If no, please list the present owner of the site:
   Yes.

B. Present use of the proposed location:

   The inn/hotel is not currently operational.

C. Is the proposed location currently subject to an IDA transaction (whether through this Agency or another?)  
   ☑ Yes ☐ No
   
   i. If yes, explain:

D. Is there a purchase contract for the site?  
   ☑ Yes ☐ No
   
   (If yes, explain):

   Applicant is fee simple owner
E. Is there an existing or proposed lease for the site?  
☐ Yes  ☐ No  
(if yes, explain):  
Applicant intends to lease the premises to the proposed user, its operating company.

**Proposed Use:**

F. Describe the specific operations of the Applicant or other users to be conducted at the project site:

16 Room Hotel with Pool, Bar and Restaurant

G. Proposed product lines and market demands:

Applicant is pursuing this project to add sorely needed hotel room stock on Long Island’s East End, where demand far exceeds supply, and will be utilized as a tourism destination.

H. If any space is to be leased to third parties, indicate the tenant(s), total square footage of the project to be leased to each tenant, and the proposed use by each tenant:

Yes, Applicant intends to lease the premises to the proposed user, Seven Beach Lane LLC, who will operate the premises as a boutique hotel.

I. Need/purpose for project (e.g., why is it necessary, effect on Applicant’s business):

But for the IDA benefits, the project would not be financially practical, due to increased costs from Covid and the continued supply chain constraints, which are driving increased construction material costs. Moreover, high Suffolk County real estate taxes, together with the difficulty in obtaining financing without structured tax payments necessitate the Agency’s assistance.
J. Will any portion of the project be used for the making of retail sales to customers who personally visit the project location? ☑ Yes ☐ No

i. If yes, what percentage of the project location will be utilized in connection with the sale of retail goods and/or services to customers who personally visit the project location?

The inn/hotel will be utilized as a tourist destination.

5. Project Work:

A. Has construction work on this project begun? If yes, complete the following:

   i. Site Clearance: ☐ Yes ☑ No % COMPLETE __________________________
   ii. Foundation: ☐ Yes ☑ No % COMPLETE __________________________
   iii. Footings: ☐ Yes ☑ No % COMPLETE __________________________
   iv. Steel: ☐ Yes ☑ No % COMPLETE __________________________
   v. Masonry: ☐ Yes ☑ No % COMPLETE __________________________
   vi. Other: __________________________

B. What is the current zoning? HC-Hamlet __________________________

C. Will the project meet zoning requirements at the proposed location? ☑ Yes ☐ No

D. If a change of zoning is required, please provide the details/status of the change of zone request:

Applicant has obtained all zoning, variance and site plan approvals. At the time of this Application, Applicant is awaiting SCDHS Waste Water Management Approvals.
E. Have site plans been submitted to the appropriate planning department?

☑ Yes  ☐ No

Project Completion Schedule:

F. What is the proposed commencement date for the acquisition and the construction/renovation/equipping of the project?

i. Acquisition: ________________________________

October, 2020

ii. Construction/Renovation/Equipping: ________________________________

September, 2022

G. Provide an accurate estimate of the time schedule to complete the project and when the first use of the project is expected to occur:

18 months from issuance of building permits.
Part IV – Project Costs and Financing

1. **Project Costs:**

   A. Give an accurate estimate of cost of each of the following:

   **TOTAL COST**

   **EXISTING BUILDINGS (PURCHASE):**

   Purchase price of existing building: $2,142,621
   Cost of renovations to existing building: $3,178,301.00
   Cost of new additions to existing building: $____________

   **EXISTING BUILDINGS (LEASING/RENTING SPACE):**

   Cost of renovations to leased space: $N/A

   **NEW CONSTRUCTION**

   Cost of raw land: $N/A
   Cost of construction for building or new addition: $3,178,301.00

   **ENGINEERING & ARCHITECTURAL FEES**

   $469,987.00

   **EQUIPMENT TO BE INSTALLED AT FACILITY**

   Manufacturing equipment (sales tax exempt equipment): $N/A
   Non-manufacturing equipment (warehousing, fixtures, office equipment): $935,891.00

   **LEGAL FEES (Bank & Company)**

   $120,000.00

   **FINANCIAL CHARGES (please specify) Loan origination & brokerage fees.**

   $640,000.00

   **OTHER FEES, etc. (please specify)**

   GC fees, labor, insurance: $931,684.00

   **TOTAL PROJECT COSTS:** $11,596,785.00
2. **Method of Financing:**

| A. Tax-exempt bond financing:     | $ ________ | ________ years |
| B. Taxable bond financing:       | $ ________ | ________ years |
| C. Conventional Mortgage:        | $ 7,500,000.00 | 5 ________ years |
| D. SBA (504) or other governmental financing: | $ ________ | ________ years |
| E. Public Sources (include sum of all State and federal grants and tax credits): | $ ________ | ________ years |
| F. Other loans:                  | $ ________ | ________ years |
| G. Owner/User equity contribution: | $ 4,096,785.00 | ________ years |

**Total Project Costs** $ 11,596,785.00

What percentage of the project costs will be financed from public sector sources?

N/A

3. **Project Financing:**

A. Have any of the above costs been paid or incurred (including contracts of sale or purchase orders) as of the date of this application?  
   □ Yes  ☑ No

   i. If yes, provide detail on a separate sheet.

B. Are costs of working capital, moving expenses, work in progress, or stock in trade included in the proposed uses of bond proceeds? Give details:

C. Will any of the funds borrowed through the Agency be used to repay or refinance an existing mortgage or outstanding loan? Give details:

   No

D. Has the Applicant made any arrangements for the marketing or the purchase of the bond or bonds? If so, indicate with whom:

   No
Part V - Project Benefits

1. Mortgage Recording Tax Benefit:
   A. Mortgage Amount for exemption (include sum total of construction/permanent/bridge financing):

   $ 7,500,000.00

   B. Estimated Mortgage Recording Tax Exemption
      (product of Mortgage Amount and 75%):

   $ 56,250.00

2. Sales and Use Tax Benefit:
   A. Gross amount of costs for goods and services that are subject to State and local Sales and Use Tax (such amount to benefit from the Agency’s exemption):

   $ 4,749,852.20

   B. Estimated State and local Sales and Use Tax exemption (product of 8.625% and figure above):

   $ 409,674.75

   C. If your project has a landlord/tenant (owner/user) arrangement, please provide a breakdown of the number in “B” above:

      i. Owner: $ 409,674.75

      ii. User: $ N/A

3. Real Property Tax Benefit:
   A. Identify and describe if the project will utilize a real property tax exemption benefit other than the Agency’s PILOT benefit:

   N/A
B. Agency PILOT Benefit:

i. Term of PILOT requested:

Twenty years

ii. Upon acceptance of this application, the Agency staff will create a PILOT schedule and indicate the estimated amount of PILOT Benefit based on anticipated tax rates and assessed valuation and attached such information to Exhibit A hereto. At such time, the Applicant will certify that it accepts the proposed PILOT schedule and requests such benefit to be granted by the Agency.

**This application will not be deemed complete and final until Exhibit A hereto has been completed and executed.**
Part VI – Employment Data

Employment Information: Please complete the charts below to show the Applicant’s and each user’s present full-time or equivalent (“FTE”) employment and salaries (excluding benefits) as well as estimates of employment salaries at the proposed project location at the end of year one and year two following project completion.

Note: The Agency reserves the right to visit the facility to confirm that job creation numbers are being met.

Full-Time Equivalent Job (FTE): a) a full-time, permanent, private-sector employee on the Company’s payroll, who has worked at the Company’s location for a minimum of thirty-five hours per week for not less than four consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties; or b) two part-time, permanent, private-sector employees on the Company’s payroll, who have worked at the Company’s location for a combined minimum of thirty-five hours per week for not less than four consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties.

Full-Time Equivalent Contract Employee: is a full-time private sector employee (or self-employed person) who is not on the Company’s payroll, but who works for the Company at the Company’s location for a minimum of thirty-five hours per week for not less than four consecutive weeks, providing services similar to services that would otherwise be provided by full-time equivalent company employees.

1) Please answer the following in regards to all currently existing FTE positions at all facilities, both within and outside of Suffolk County.

<table>
<thead>
<tr>
<th>Total Employment</th>
<th>Total Number of Employees</th>
<th>Total Pay-All Employees ($)</th>
<th>Average Salary-All Employees ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Present Jobs (All Current Facilities)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
2) Labor Market Area Locations-Existing Employment Information:
Please answer the following only in regards to FTE positions that currently exist in Suffolk County.

<table>
<thead>
<tr>
<th>Line #</th>
<th>Existing-LMA</th>
<th>Total Number</th>
<th>Total Payroll ($)</th>
<th>Average Salary ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>C-Level Executives**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Salary Wage Earners</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Commission Wage Earners</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Hourly Wage Earners</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Contract Employees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Existing Employees</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**C-Level executives include: President, Chief Executive Officer, Chief Financial Officer, Chief Technology Officer, Chief Marketing Officer, Chief Investment Officer, Chief Sustainability Officer, Chairman of the Board, General Council

3) First Year-New Employment:
Please answer the following only in regards to FTE positions that will be created after the first year of the project completion in Suffolk County.

<table>
<thead>
<tr>
<th>Line #</th>
<th>First Year</th>
<th>Total Number</th>
<th>Total Payroll ($)</th>
<th>Average Salary ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>C-Level Executives</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Salary Wage Earners</td>
<td>4</td>
<td>270,000</td>
<td>67,500</td>
</tr>
<tr>
<td>8</td>
<td>Commission Wage Earners</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Hourly Wage Earners</td>
<td>9.5</td>
<td>456,492</td>
<td>48,051.79</td>
</tr>
<tr>
<td>10</td>
<td>Contract Employees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total First Year Employees</strong></td>
<td>13.5</td>
<td>726,492</td>
<td>55,814.22</td>
</tr>
</tbody>
</table>
4) Second Year-New Employment:
Please answer the following *only* in regards to FTE positions that will be created after the *second year* of the project completion in Suffolk County.

<table>
<thead>
<tr>
<th>Line #</th>
<th>Second Year</th>
<th>Total Number</th>
<th>Total Payroll ($)</th>
<th>Average Salary ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>C-Level Executives</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Salary Wage Earners</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Commission Wage Earners</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Hourly Wage Earners</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Contract Employees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Second Year</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Employees</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5) Total Employment-Existing Labor Market Area and New Jobs Created:
Please answer the following in regards to FTE positions that will be in existence in Suffolk County after the first two years of the project completion (*both existing and new*).

<table>
<thead>
<tr>
<th>Grand Totals</th>
<th>Total Number</th>
<th>Total Payroll ($)</th>
<th>Average Salary ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-Level Executives</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Lines 1+6+11=Total)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salary Wage Earners</td>
<td>4</td>
<td>270,000</td>
<td>67,500</td>
</tr>
<tr>
<td>(Lines 2+7+12=Total)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commission Wage Earners</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Lines 3+8+13=Total)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Wage Earners</td>
<td>9.5</td>
<td>456,492</td>
<td>48,051.79</td>
</tr>
<tr>
<td>(Lines 4+9+14=Total)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Employees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Lines 5+10+15=Total)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total Employees</strong></td>
<td>13.5</td>
<td>726,492</td>
<td>53,814.22</td>
</tr>
</tbody>
</table>
6) Please estimate the percentage of the total workforce that resides in either Suffolk or Nassau Counties.

a) % of existing workforce who are residents of Suffolk or Nassau

b) % of existing plus new workforce who are residents of Suffolk or Nassau

2. Please describe, in as much detail as possible, benefits offered to employees of the Applicant/User (Health, Retirement, etc...).

Employees will receive market rate benefits. Specifically, employees will contribute 25% of their health care plan costs, with vision & dental benefits being 100% covered by the employee.

Hourly and salaried employees will receive one hour sick leave for every 30 hours worked, up to 40 hours per year. With regard to vacation time, for hourly employees, after 6 months of employment, hourly employees can accrue 40 hours of vacation time. Hourly employees may roll over 16 hours year-to-year, but can only have 40 hours accrued at any time. Salaried employees can accrue 2 weeks of vacation time, and roll over 32 hours year-to-year. Salaried employees may only have 80 hours at a time in their vacation bank.

Part VII – Representations, Certifications and Indemnification

1. Is the Applicant in any litigation which would have a material adverse effect on the Applicant’s financial condition? (if yes, furnish details on a separate sheet)

☐ Yes  ☑ No

2. Has the Applicant or any of the management of the Applicant, the anticipated users or any of their affiliates, or any other concern with which such management has been connected, been cited for a violation of federal, state or local laws or regulations with respect to labor practices, hazardous wastes, environmental pollution or other operating practices? (If yes, furnish details on a separate sheet)

☐ Yes  ☑ No
3. Is there a likelihood that the Applicant would not proceed with this project without the Agency’s assistance? (If yes, please explain why; if no, please explain why the Agency should grant the benefits requested)

☐ Yes  ☐ No

The dramatic increase in materials and construction costs resulting from ongoing supply chain issues have made the proposed development cost-prohibitive.

4. If the Applicant is unable to obtain financial assistance from the Agency for the project, what would be the impact on the Applicant and on the municipality?

Due to high real estate taxes (which need to be structured to secure construction financing in this financial market), together with rising construction costs and expenses associated with entitlement processes, Applicant would not be able to restore this historic structure, as currently contemplated and entitled, and would instead have to completely revise its plans for redevelopment, which would render the proposed project economically unviable. Moreover, the Village, as well as the region, would lose out on the benefit of having a historically distinct and much needed hotel in this area.

5. 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.

Initial ______
6. The Applicant understands and agrees that in accordance with Section 858-b(2) of the General Municipal Law, 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 and with the administrative entity of the service delivery area created pursuant to the Job Training Partnership Act (PL 97-300) in which the project is located (collectively, the “Referral Agencies”). The Applicant also agrees, that it will, except as otherwise provided by collective bargaining contracts or agreements to which they are parties, first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the Referral Agencies.

Initial

7. 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.

Initial

8. 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.

Initial

9. 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.

Initial

10. In accordance with Section 862(1) of the New York General Municipal Law the Applicant understands and agrees that projects which 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 within the State is ineligible for financial assistance from the Agency, unless otherwise approved by the Agency as reasonably necessary to preserve the competitive position of the project in its respective industry or to discourage the project occupant from removing such other plant or facility to a location outside the State.

Initial
11. The Applicant represents and warrants that to the Applicant’s knowledge neither it nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (OFAC) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List or under any statute, executive order including the September 24, 2001, Executive Order Block Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, or other governmental action and is not and will not assign or otherwise transfer this Agreement to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

Initial ✐

12. The Applicant confirms and hereby acknowledges it has received the Agency’s fee schedule attached hereto as Schedule A and agrees to pay such fees, together with any expenses incurred by the Agency, including those of Transaction Counsel, with respect to the Facility. The Applicant agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the project.

Initial ✐

13. The Applicant agrees that it will abide by all federal, state, county and local laws, rules, regulations, licensing and administrative orders applicable to the within project. The Applicant or any subcontractor of whatever tier is subject to the Policy and includes the construction and/or renovation phase of a project with respect to contractors and subcontractors and local workforce used during this period. The Applicant acknowledges that there has not been any debarment or suspension by any federal, state or local government agency or authority in the past (3) three years applicable to the within Project.

Initial ✐

14. The Applicant confirms and hereby acknowledges it has received the Agency’s [Construction Wage] Policy attached hereto as Schedule C and agrees to comply with the same.

Initial ✐
15. The Applicant hereby agrees to comply with Section 875 of the General Municipal Law. The Company further agrees that the financial assistance granted to the project by the Agency is subject to recapture pursuant to Section 875 of the Act and the Agency’s [Recapture and Termination] Policy, attached hereto as Schedule D.

Initial

16. The Applicant confirms and hereby acknowledges it has received the Agency’s [Background Credit and Litigation Review] Authorization Form attached hereto as Schedule E and agrees to consent with the same.

Initial

**Part VIII – Submission of Materials**

1. Completed Short Environmental Assessment Form (Long Form where applicable).

2. Most recent quarterly filing of NYS Department of Labor Form 45, as well as the most recent fourth quarter filing. Please remove the employee Social Security numbers and note the full-time equivalency for part-time employees.
Part IX – Certification

Corey Gluckstal (name of representative of company submitting application) deposes and says that he or she is the Managing Member (title) of "WHBH Real Estate LLC", the corporation (company name) named in the attached application, that he or she has read the foregoing application and knows the contents thereof; and that the same is true to his or her knowledge.

Deponent further says that s/he is duly authorized to make this certification on behalf of the entity named in the attached Application (the "Applicant") and to bind the Applicant. The grounds of deponent's belief relative to all matters in said Application which are not stated upon his/her personal knowledge are investigations which deponent has caused to be made concerning the subject matter this Application, as well as in formation acquired by deponent in the course of his/her duties in connection with said Applicant and from the books and papers of the Applicant.

As representative of the Applicant, deponent acknowledges and agrees that Applicant shall be and is responsible for all costs incurred by the [Suffolk Co.] Industrial Development Agency (hereinafter referred to as the "Agency") in connection with this Application, the attendant negotiations and all matters relating to the provision of financial assistance to which this Application relates, whether or not ever carried to successful conclusion. If, for any reason whatsoever, the Applicant fails to conclude or consummate necessary negotiations or fails to act 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 total bond issue required, then upon presentation of invoice, Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred with respect to the application, up to that date and time, including fees to bond or transaction counsel for the Agency and fees of general counsel for the Agency. Upon successful conclusion and sale of the transaction contemplated herein, the Applicant shall pay to the Agency an administrative fee set by the Agency in accordance with its fee schedule in effect on the date of the foregoing application, and all other appropriate fees, which amounts are payable at closing.

Sworn to me before this 12
Day of July, 20 22

[Signature]
(seal)

GEORGE WILLIAM PETERS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02PE6406739
Qualified in Nassau County
Commission Expires October 5, 20 24
Part IX – Certification

Corey Gluckstal (name of representative of company submitting application) deposes and says that he or she is the Authorized Signatory of Seven Beach Lane LLC, the corporation (company name) named in the attached application; that he or she has read the foregoing application and knows the contents thereof; and that the same is true to his or her knowledge.

Deponent further says that s/he is duly authorized to make this certification on behalf of the entity named in the attached Application (the “Applicant”) and to bind the Applicant. The grounds of deponent’s belief relative to all matters in said Application which are not stated upon his/her personal knowledge are investigations which deponent has caused to be made concerning the subject matter this Application, as well as in formation acquired by deponent in the course of his/her duties in connection with said Applicant and from the books and papers of the Applicant.

As representative of the Applicant, deponent acknowledges and agrees that Applicant shall be and is responsible for all costs incurred by the [Suffolk Co.] Industrial Development Agency (hereinafter referred to as the “Agency”) in connection with this Application, the attendant negotiations and all matters relating to the provision of financial assistance to which this Application relates, whether or not ever carried to successful conclusion. If, for any reason whatsoever, the Applicant fails to conclude or consummate necessary negotiations or fails to act 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 total bond issue required, then upon presentation of invoice, Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred with respect to the application, up to that date and time, including fees to bond or transaction counsel for the Agency and fees of general counsel for the Agency. Upon successful conclusion and sale of the transaction contemplated herein, the Applicant shall pay to the Agency an administrative fee set by the Agency in accordance with its fee schedule in effect on the date of the foregoing application, and all other appropriate fees, which amounts are payable at closing.

Sworn to me before this 12 Day of July, 2022

[Signature]

(Seal)

GEORGE WILLIAM PETERS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02PE8409739
Qualified in Nassau County
Commission Expires October 5, 2024
EXHIBIT A

Proposed PILOT Schedule

Upon acceptance of the Application and completion of the Cost Benefit Analysis, the Agency will attach the proposed PILOT Schedule, together with the estimates of net exemptions based on estimated tax rates and assessment values to this Exhibit.

Applicant Signature

Date

Suffolk County IDA Signature

Date
SCHEDULE A

SUFFOLK COUNTY INDUSTRIAL DEVELOPMENT AGENCY

ADMINISTRATIVE FEE SCHEDULE

FOR BONDS (TAX-EXEMPT & TAXABLE) AND LEASE TRANSACTIONS

A non-refundable application fee of $2,000 for applications under $5 million and $4,000 for applications over $5 million is required at the time of application. This fee will be credited to the Agency's Administrative Fee, payable if, and when, the financing is completed/closed.

The Administrative Fee charged by the Agency at closing is as follows:

3/4 of 1% of the bond/lease project amount on the first $15 million

1/2 of 1% of the bond/lease project amount between $15 million and $25 million

1/4 of 1% of the bond/lease project amount between $25 million and $35 million

1/10 of 1% of the bond lease project amount over $35 million

Applicant pays Bond or Transaction Counsel fees at closing to handle the bond or lease transaction.

SUFFOLK COUNTY INDUSTRIAL DEVELOPMENT AGENCY

ANNUAL REPORTING/COMPLIANCE FEE

For bond/lease projects up to $5 million - $750 at closing and $500 annually.

For bond/lease projects between $5 million and $10 million - $1,000 at closing and $750 annually.

For bond/lease projects over $10 million - $1,500 at closing and $1,000 annually.
SCHEDULE B

LONG ISLAND FIRST POLICY

It is the policy of the Suffolk County Industrial Development Agency to strongly encourage Project Applicants to support LONG ISLAND FIRST. This means that to the greatest extent possible Project Applicants should consider purchasing goods and services from Long Island Based Providers, and that to the greatest extent possible all employment opportunities be provided to Nassau and/or Suffolk residents.

For purposes of this Policy, Long Island Based Provider means:
- Business having a physical location on Long Island; or
- Business with a history of performing work in Nassau and/or Suffolk County; or
- Business employing majority Nassau and/or Suffolk County residents

The Policy seeks to cause a greater local economic impact of a project through support of Long Island Based Providers and employment of local workers and its multiplier effect on the Nassau and Suffolk County Region. There are direct and indirect benefits to the Region’s economy as a result of a Project Applicant’s spending and investment taking place locally (as opposed to not taking place at all or occurring out of the Region). A Project Applicant’s direct local expenditures for employee salaries, supplies, services, raw materials and operating expenses create an economic benefit to the Region. This direct spending by a Project Applicant increases new economic activity by the businesses that initially received the direct spending and they in turn increase spending at other local businesses in the supply chain. A workforce and new employees create economic activity by purchasing goods and services from local businesses.

The Policy includes the construction and/or renovation phase of a project with respect to contractors and subcontractors and local workforce used during this period.

Complying with the Policy’s Goals
- Project Applicants must annually provide the total dollar amount of all direct expenditures made to Long Island Based Providers (businesses, vendors, suppliers, etc.) along with a name list of all Long Island Based Providers included in the annual direct expenditure total.
For all anticipated contracts to be let during the construction and/or renovation phase, the applicant must:

- Maintain all documentation of their efforts to comply with this policy

- Send notice via email - info@suffolkida.org to the Suffolk County Industrial Development Agency. Telephone: 631-853-4802. The notice shall be prescribed in a format deemed acceptable by the IDA, posted for a reasonable amount of time, and will contain at a minimum the scope of the contract, anticipated start and end dates, methodology for prospective bidders to submit a bid, and deadline for bid submission. All notices will be publically available via the IDA’s website (https://www.suffolkida.org/).

- If a Project Applicant or any subcontractor of whatever tier is not hiring a Long Island Based Provider, they must notify the IDA before selecting a Non-Long Island Based Provider and shall provide an explanation of why they elected not to hire a Long Island Based Provider.

- Project Applicants that claim they cannot comply with this Policy shall demonstrate and document their efforts in attempting to meet this Policy’s goals and shall provide such documentation to the IDA at its request. The explanation should include a detailed account of the actions undertaken to adhere to this Policy, obstacles encountered and any other relevant information.

Failure to comply with the Policy may result in the reduction, loss or recapture of IDA benefits and/or become ineligible for consideration for new project applications.

Project Applicants agree to implement and adhere to the Long Island First Policy as set forth herein.

The undersigned hereby certifies that the answers and information provided above and in any statement attached hereto are true, correct and complete.

Applicant Print Name: Cary Glucksman

Applicant Signature: [Signature]

Date: 7/8/22

Adopted December 14, 2021

H. Lee Dennison Building, 3rd Floor, 100 Veterans Memorial Highway, P.O. Box 8100, Hauppauge, NY 11788
(631) 853-4802 Fax (631) 853-8351 www.SuffolkIDA.org
SCHEDULE C

CONSTRUCTION WAGE POLICY
SUFFOLK COUNTY INDUSTRIAL DEVELOPMENT AGENCY
EFFECTIVE JANUARY 1, 2006

The purpose of the Suffolk County Industrial Development Agency is to provide benefits that reduce costs and financial barriers to the creation and to the expansion of business and enhance the number of jobs in Suffolk County.

The Agency has consistently sought to ensure that skilled and fair paying construction jobs be encouraged in projects funded by the issuance of IDA tax exempt bonds in large projects.

The following shall be the policy of the Suffolk County Industrial Development Agency for applications received after January 1, 2006 for financial assistance in the form of tax-exempt financing for projects with anticipated construction costs in excess of $5,000,000 per site.

Any applicant required to adhere to this policy shall agree to:

(1) Be governed by the requirements of Section 220d of Article 8 of the Labor Law of the State of New York; and when requested by the Agency, provide to the Agency a plan for an apprenticeship program.

OR

(2) Provide to the Agency a project labor agreement or alternative proposal to pay fair wages to workers at the construction site.

In the event that any of these conditions cannot be met, the applicant shall submit to the Agency an explanation as to the reasons for its failure or inability to comply with such conditions. Furthermore, this policy may be waived, in the sole and final discretion of the Agency, in the event that the applicant demonstrates to the Agency special circumstances or economic hardship to justify a waiver to be in furtherance of the purposes and goals of the Suffolk County Industrial Development Agency.

[Signature]
[Print Name]

[Date]
SCHEDULE D

RECAPTURE AND TERMINATION POLICY

SUFFOLK COUNTY
INDUSTRIAL DEVELOPMENT AGENCY
EFFECTIVE JUNE 23, 2016

Pursuant to Sections 874(10) and (11) of Title 1 of Article 18-A of the New York State General Municipal Law (the “Act”), the Suffolk County Industrial Development Agency (the “Agency”) is required to adopt policies (i) for the discontinuance or suspension of any financial assistance provided by the Agency to a project or the modification of any payment in lieu of tax agreement and (ii) for the return of all or part of the financial assistance provided by the Agency to a project. This Recapture and Termination Policy was adopted pursuant to a resolution enacted by the members of the Agency on June 23, 2016.

1. Termination or Suspension of Financial Assistance

The Agency, in its sole discretion and on a case-by-case basis, may determine (but shall not be required to do so) to terminate or suspend the Financial Assistance (defined below) provided to a project upon the occurrence of an Event of Default, as such term is defined and described in the Lease Agreement entered into by the Agency and a project applicant (the “Applicant”) or any other document entered into by such parties in connection with a project (the “Project Documents”). Such Events of Default may include, but shall not be limited to, the following:

1) Sale or closure of the Facility (as such term is defined in the Project Documents);
2) Failure by the Applicant to pay or cause to be paid amounts specified to be paid pursuant to the Project Documents on the dates specified therein;
3) Failure by the Applicant to create and/or maintain the FTEs as provided in the Project Documents;
4) A material violation of the terms and conditions of the Project Agreements; and
5) A material misrepresentation contained in the application for Financial Assistance, any Project Agreements or any other materials delivered pursuant to the Project Agreements.

The decision of whether to terminate or suspend Financial Assistance and the timing of such termination or suspension of Financial Assistance shall be determined by the Agency, in its sole discretion, on a case-by-case basis, and shall be subject to the notice and cure periods provided for in the Project Documents.

For the purposes of this policy, the term “Financial Assistance” shall mean all direct monetary benefits, tax exemptions and abatements and other financial assistance, if any, derived solely from the Agency’s participation in the transaction contemplated by the Project Agreements including, but not limited to:

(i) any exemption from any applicable mortgage recording tax with respect to the Facility on mortgages granted by the Agency on the Facility at the request of the Applicant;
(ii) sales tax exemption savings realized by or for the benefit of the Applicant, including and savings realized by any agent of the Applicant pursuant to the Project Agreements in connection with the Facility; and
(iii) real property tax abatements granted under the Project Agreements.
II. Recapture of Financial Assistance

The Agency, in its sole discretion and on a case-by-case basis, may determine (but shall not be required to do so) to recapture all or part of the Financial Assistance provided to a project upon the occurrence of a Recapture Event, as such term is defined and described in the Project Documents. Such Recapture Events may include, but shall not be limited to the following:

1) Sale or closure of the Facility (as such term is defined in the Project Documents);
2) Failure by the Applicant to pay or cause to be paid amounts specified to be paid pursuant to the Project Documents on the dates specified therein;
3) Failure by the Applicant to create and/or maintain the ETUs as provided in the Project Documents;
4) A material violation of the terms and conditions of the Project Agreements; and
5) A material misrepresentation contained in the application for Financial Assistance, any Project Agreements or any other materials delivered pursuant to the Project Agreements.

The timing of the recapture of the Financial Assistance shall be determined by the Agency, in its sole discretion, on a case-by-case basis, and is subject to the notice and cure periods provided for in the Project Documents. The percentage of such Financial Assistance to be recaptured shall be determined by the provisions of the Project Documents.

All recaptured amounts of Financial Assistance shall be redistributed to the appropriate affected taxing jurisdiction, unless agreed to otherwise by any local taxing jurisdiction.

For the avoidance of doubt, the Agency may determine to terminate, suspend and/or recapture Financial Assistance in its sole discretion. Such actions may be exercised simultaneously or separately and are not mutually exclusive of one another.

III. Modification of Payment In Lieu of Tax Agreement

In the case of any Event of Default or Recapture Event, in lieu of terminating, suspending or recapturing the Financial Assistance, the Agency may, in its sole discretion, adjust the payments in lieu of taxes due under the Project Agreements, so that the payments in lieu of taxes payable under the Project Agreements are adjusted upward retroactively and/or prospectively for each tax year until such time as the Applicant has complied with the provisions of the Project Agreements. The amount of such adjustments shall be determined by the provisions of the Project Documents.

[Signature]

Date: 7/8/20

[Print Name]
Background, Credit and Litigation Review Authorization Form

I give, consent and authorize to the Suffolk County Industrial Development Agency, including its officers, directors, affiliates, agents and representatives (the "Agency") the right to contact and obtain information from all references, credit reporting companies, financial institutions, governmental agencies or departments, and other agencies regarding my creditworthiness and background and to otherwise verify the accuracy of the information that I have provided in my application or other information which I have provided to the Agency for the purpose of applying for financial assistance. In connection with my application for financial assistance with the Agency, I understand that investigative background inquiries may be requested and obtained, including credit and criminal background history information. I hereby release from liability the Agency and its agents, employees and representatives for seeking, gathering, and using such information and all other persons, corporations, or organizations for furnishing such information.

I shall cooperate with the reasonable requests made by the Agency in connection with obtaining and completing the background, credit and litigation review process referenced herein. I agree to be responsible for the cost of such background, credit and litigation review and agree to reimburse the Agency for such expenses.

This authorization shall be perpetual and shall remain in full force and effect unless revoked by me in writing to the Agency. My revocation shall not affect in any way or manner any activities of the Agency in accordance with this authorization that occur or in process on or before the date that the Agency receives my written notice of revocation of this authorization.

Signature

Date

Print Name