

CIRQUELL L.L.C.

P.O. BOX 601, 18 CASPER BERGER ROAD, WHITE HOUSE STA., NJ 08889

From the desk of
JOE LOPICCOLO

Telephone
201.360.1849

Email
GLOPIC3@GMAIL.COM

September 28th, 2012.
Mayor Erica Edwards and Members of Council
38 Park Avenue
Flemington, NJ 08822

re: *Union Hotel Redevelopment RFD*

Dear Mayor Erica Edwards and Members of Council,

We are writing to present our credentials and proposal to redevelop the Union Hotel. Included within this package is an original executed Certification and 8 copies of our concept proposal as outlined in the "Request For Development Concept Proposal, Union Hotel Development", dated August 17, 2012.

We believe our vision to adapt the reuse of this property will inspire optimism for the betterment of the community, a most important first step in revitalizing Flemington's historic downtown. We look forward to moving this project forward on an expedited timeline and trust our objective is shared by Flemington Borough.

Thank you for your attention to this important development.

Respectfully Yours,

Joe LoPiccolo
President
Cirquell LLC



Union Hotel Redevelopment RFDC

★ ★ ★

70 – 76 Main Street

Flemington, New Jersey

Block 22, Lot 4

“Generations upon generations remain to the present day as living witnesses of their age-old folklore, the historic Union Hotel, imbued with an enlightened message from the past. We stand fully recognized of the common responsibility to safeguard this project for future generations. It is my duty as Developer to hand you, the people of Flemington NJ, the richness of your truest authenticity.”

*Joe LoPiccolo
Cirquell LLC*

Identification and Qualifications of Developer and Key Individuals

Developer -

CIRQUELL, LLC a Delaware limited liability company is a property development company wholly owned and operated by Joe LoPiccolo. Cirquell LLC has been in operation since 2008. *(See Exhibit A – Cirquell Company Profile and Experience)*

Principal – Background and Qualifications

Joe LoPiccolo: President

As Chief Operating Officer of Mushroom Development, LLC from 2005-2010, Joe LoPiccolo specialized in the development of commercial, residential, retail, and mixed-use properties and the redevelopment of historic and architecturally significant. As Chief Operations Officer, Joe LoPiccolo was responsible for assuring the company's profitable performance, the services offerings, and operations activities. Joe LoPiccolo led the day-to-day operation of the company's portfolio including property management, tenant leasing, and construction management. Further, he established community relations, and settled contractor and vendor negotiations.

As President of Creative Renovations & Development, LLC from 1989-2012, Joe LoPiccolo specialized in construction management, management, project delivery, and the exceptional ability to construct and facilitate cohesive teams, and liaise with key stakeholders. He is accomplished and highly skilled at pre-construction methodologies while directly involved in many high-end residential and commercial construction projects in Manhattan, New York, Connecticut, and throughout New Jersey. Work description includes new construction, historic renovations, additions, custom renovations, fine millwork, custom cabinetry, and hands on fine carpentry and artisanal masonry. *Awarded the 2006 Excellence in Preservation Award by The Jersey City Landmarks Conservancy. The award recognizes the recent restoration, rehabilitation or adaptive reuse of a building structure or object that exemplifies a high regard for the resource's historical and architectural integrity.*

Key Hotel Operator -

Hay Creek Hospitality (HCH) A/K/A Hay Creek Management Company, LLC a Connecticut limited liability company is a hotel development & management company led by Norman W. MacLeod – President and CEO, Charles W. Scott – Principal, and Dean P. Andrews – Principal. Hay Creek has been in operation since 2005. *(See Exhibit B – HCH Agreement, Proposal, Company Profile, Experience, References)*

Principals – Background and Qualifications

Norman W. MacLeod: Hay Creek Hospitality President and CEO

Norman MacLeod founded Hay Creek Hospitality in April, 2005 and began to focus on the acquisition, renovation and repositioning of underperforming small, upscale independent hotels with the acquisition of The Centennial, an upscale boutique hotel in Concord, NH, in June 2006. An hotelier for over 35 years, Mr. MacLeod has served in most hotel operational positions, including General Manager of some America's most prestigious hotels. He worked with Omni Hotels and Resorts in a variety of senior regional and corporate positions and thereafter was one of the original senior executives of the Starwood Hotels & Resorts team – most importantly taking the leadership role for its Westin Hotels & Resorts brand. With Westin, MacLeod was instrumental in repositioning the brand from a lightly regarded also-ran in the upscale segment to the most dominant brand in the industry (his team developed the "Heavenly Bed" and virtually revolutionized the product focus for the industry). He concluded his Starwood career as Executive Vice President of Sheraton Hotels and Resorts, with responsibility for Starwood's largest, most important brand. Under his leadership the Sheraton brand was dramatically re-positioned to make impressive gains in market share, guest satisfaction and development pipeline.

Charles W. Scott: Principal

Mr. Scott has been a hospitality leader for more than 35 years, initially in operating roles with upscale independent resort properties and later in a variety of management roles in a 15-year career with Omni Hotels & Resorts (a former Omni GM of the Year, Vice-President of Asset Management). Prior to joining Hay Creek in 2005, Scott was President of the U.S. hospitality investments for Spain's Barceló Hotels & Resorts (one of the world's largest hotel & travel companies with more than 230 hotels in 16 countries). With Barceló he was instrumental in developing its US presence from a single hotel to over 20 hotels and eventually to the acquisition of Crestline Hotels & Resorts (presently the 6th largest 3rd party management company in the U.S.). A lifelong hotelier (he began at the age of 12 as a dishwasher at the Harborside Inn in Edgartown, Martha's Vineyard MA), he is a graduate of the Wharton School of Business at the University of Pennsylvania.

Dean P. Andrews: Principal

With more than 30 years of experience in the hospitality industry, Andrews' background in international hotel operations and development brings further depth to the Hay Creek organization. Prior to joining Hay Creek in 2009, Andrews worked for 12 years with Orient-Express Hotels, Ltd., where he was the President of their properties in the North American Division. Part of the senior team that took the company public in 2000 he helped expand Orient-Express from eleven properties to over fifty today, establishing & operating upscale hotels and resorts in the US, Caribbean, French Polynesia and Mexico. Previously he worked as a regional Vice President with Omni Hotels, and early in his career with London-based Lex Hotels. He has served on several industry and non-profit organizations' advisory boards and received an honorary doctorate from Johnson & Wales University for his role in defining and supporting their food and beverage apprenticeship programs. His Undergraduate studies were at the University of Colorado and Columbia University.

Proposed Architect –

Jarmel Kizel Architects and Engineers, Inc. is a multi purpose architectural firm led by Matthew Jarmel whose key personnel currently hold 11 professionals. Jarmel Kizel has been in operation since 1975. *(See Exhibit C – Jarmel Kizel Proposal, Company Profile, Experience, References)*

Principal – Background and Qualifications

Matthew B. Jarmel, AIA, MBA: Principal

Mr. Jarmel is a true practitioner of the architectural profession with experience in a wide variety of project types, such as interiors, renovation and new construction in a multitude of industries, including healthcare, pharmaceutical, biotech, telecommunications, finance and commercial. He is also recognized as an expert on building repositioning and modernization. Mr. Jarmel holds a Masters of Business Administration from Rutgers School of Management at Newark, New Jersey and a Bachelor of Architecture at New Jersey Institute of Technology & School of Architecture at Newark, New Jersey.

Matthew Jarmel, an upholder of convention and correct form, practices a more vernacular design style paying little attention to what may be fashionable unless by collaboration. This design type has often been dismissed as crude and unrefined, but as a proponent who highlights its importance in historic design, Matthew assimilates the stylistic elements intentionally incorporated for aesthetic and experiential purposes unifying the building's functional and historic requirements. Jarmel Kizel's approach is a fitting strength mainly concerned with the domestic and functional rather than the monumental. To Matthew Jarmel the function of the building is the dominant factor while subservient to teamwork and specialists alike showcasing their aesthetic and historic requirements considerations.

With in-house Civil, Structural, Mechanical, Electrical, Plumbing and Fire Protections Engineering, we can look to have all aspects of our projects designed and managed by one firm saving lots of money and time. Accountability runs high in Jarmel Kizel. In effort to perfectly preserve our most historically significant project, Jarmel Kizel will engage DAVID V. ABRAMSON, AIA, PP, Senior Historic Preservation Architect. Jarmel Kizel's firm's size and abilities will enable us to handle the Union Hotel Project effortlessly concentrating our efforts in operations and business development.

In collaborating with HCM & Jarmel Kizel, Cirquell LLC intends to engage and integrate an **Experience Design (XD) & Realization Expert to bring to life the Union Hotel and Downtown experience through its period of highest significance.**

Experience Design & Realization is the practice of designing themed developments, its products, processes, services, events, and environments with a focus placed on the quality of the user experience and culturally relevant solutions. Experiential design draws from many other disciplines including cognitive psychology and perceptual psychology, linguistics, cognitive science, architecture and environmental design, haptics, hazard analysis, product design, information design, information architecture, ethnography, brand strategy, interaction design, service design, storytelling, heuristics, technical communication and design thinking. The mission of Experience Design and Realization is "to persuade, stimulate, inform, envision, entertain, and forecast events, influencing meaning and modifying human behavior" resulting in the "Unforgettable."

In its commercial context, experiential design is driven by consideration of the moments of engagement, or touch-points, between people and brands, and the ideas, emotions, and memories that these moments create.

Experience Design & realization refers to the experience within a themed development, its customers and to that of employees as well. The process begins with discussions and collaborative work sessions with the owners, operators, and architect, focusing on the careful consideration of the guest perspective. From that point, developing content that becomes part of the architectural storytelling with the goal to create a destination place that emotionally connect and resonate with guests.

Educating and exciting our audience while discovering Flemington's fascinating history, our visitors will explore the stories bringing just the right climax and integration of wonder and understanding without losing sight of the importance of our aspiration and reality of place.

Experiential Designer shall be tasked with the responsibility to deliver our consistent brand experiences to our customers. From the hotel's concierge desk, to the aromas used, to the sound of music spilling out-of-doors onto the streets, the intention behind our initiatives must be to deliver a holistic brand experience that resonates with the customer at an emotional level. Moreover, that emotion will be instilled by our expert's careful design of the Union Hotel and the immediate Downtown streetscape emblematic to Hunterdon's storybook image.

Prospective Experience Design & Realization experts:

1. Jack Rouse Associates, Cincinnati, Ohio – www.jackrouse.com
2. Apogee Attractions, Porter Ranch, California

In conclusion, creating the most wonderful, incredible destination in the region takes a certain approach in achieving a captivating experience. An experience design expert makes the impossible, possible tapping into the nostalgia of a people for a time that was kinder and simpler. Our stories will become visual expressing the wants of the people of Flemington, in a sense, the Experience Design and Realization expert will clarify and create Flemington's vision as dreams come alive ultimately resulting in the region's most visited city.

Led by Cirquell LLC, Hay Creek Hospitality + Jarmel Kizel + an Experience Design & Realization Expert is the unique hand in glove combination of talents needed bringing together, the wondrous, and exceptional experience assembled to assist our team in achieving our dream, the people's dream, the Flemington Union Hotel & Downtown experience.

Previous Development Experience

Hay Creek Management Company, LLC

The principals of Hay Creek Hospitality are industry leaders with a breadth of domestic and international experience. Each a veteran of more than 30-years in the hospitality industry, all feature backgrounds with operating roles as General Managers of hotels and resorts, food & beverage management, hotel development and opening team leadership; in addition of course to extensive senior management responsibility for major hotel companies, renovation projects both large & small, marketing and branding, finance and asset management and the operation of destination spas and sports and golf facilities. *(See Exhibit B for additional information)*

Hay Creek Hospitality Portfolio

Centennial Hotel – Concord, NH

32 Guestrooms Full Service “Granite Restaurant” 1,785 Square Feet of Meeting/Catering Facilities

Exeter Inn – Exeter, New Hampshire

46 Guest Rooms Full Service “Epoch Restaurant” 3,400 Square Feet of Meeting/Function Space

Orchards Hotel – Williamstown, MA

49 Guest Rooms Full Service “Gala Restaurant” 3,100 S.F. Meeting/Function Facilities

Wolfeboro Inn – Wolfeboro, NH

44 Guest Rooms Full Service “Wolf’s Tavern” Restaurant 4,000 Square Feet of Meeting/Function Facilities

The Ethan Allen Hotel – Danbury, Connecticut

196 Guest Rooms Full Service “Fairfield’s Restaurant” 15,000 Square Feet of Meeting/Function Facilities

Eagle Mountain House – Jackson, New Hampshire

94 Guest Rooms Highlands Restaurant Eagle Landing Tavern 5,000 S.F. Meeting & Function Facilities

Hay Creek Hospitality Pending Projects

The Balsams Grand Resort Hotel – Dixville Notch, NH

143 Guest Rooms Upscale and Casual Dining Restaurants Conference and Meeting Facilities 18 Hole Donald Ross Championship Golf Course 9 Hole Practice Golf Course On- site Alpine Ski Area Nordic Ski Trails. Scheduled to re-open in July of 2013.

The Simsbury 1820 Inn – Simsbury, CT

34 Guest Rooms Full Service “Eaglewood Restaurant” Meeting and Banquet facilities

The Inn was purchased by Hay Creek Hotels in 2012 and is in the process of a contemporizing renovation.

Cirquell, LLC

Joe LoPiccolo is founder and owner of Cirquell, LLC, a real estate development company. Joe LoPiccolo’s development experience entails development of commercial, residential, retail, and mixed-use properties and the redevelopment of historic and architecturally significant. Projects range in size from 2000 s.f. – 26,000 s.f. Joe LoPiccolo was directly involved in many high-end residential and commercial construction projects in Manhattan, New York, Connecticut, and throughout New Jersey. Awarded the 2006 Excellence in Preservation Award by The Jersey City Landmarks Conservancy. *(See Exhibit A for additional information)*

Jarmel Kizel Architects and Engineers, Inc.

Jarmel Kizel Architects and Engineers, Inc. is one of the largest, full-service architectural and engineering firms in New Jersey. In 1998, the Firm added a full-service engineering department, which allows it to handle virtually all aspects of both the architectural and engineering components of buildings. In 2006 Jarmel Kizel added Civil Engineering and related services. Mr. Jarmel’s extensive experience as a real estate developer will aid in successfully completing our project with limited time schedules while being sensitive to our operational requirements, aesthetic concerns, and value in construction budgets. *(See Exhibit C for additional information)*

Project Concept

THE UNION HOTEL AT FLEMINGTON NJ

The historic **Flemington Union Hotel** is emblematic to Hunterdon's storybook image. A perfect restoration suitable to an intimate downtown will fit perfectly within Flemington's historic preservation effort. The Union Hotel will invite patrons to step back in time into a by gone era, themed to its most significant period when the Union Hotel achieved international notoriety as the base of operations for reporters covering the Lindbergh kidnapping trial. The Union Hotel will offer a lens through which to examine life in Flemington during an earlier period of rapid technological and social change, a theme that will draw visitors from around the world... exploring the recalling of a simpler era of 20's and 30's Downtown Flemington, centered within Hunterdon's preserved and perfectly tailored American country side including its, agricultural heritage, small airports, mills, covered bridges, equestrian farms, and golfing.

Restoring and updating the building as a world-class themed boutique hotel complete with period rooms will express a classic, luxurious, and prewar character. As its persona blooms within and spills out-of-doors, period embellishments from the 20's and 30's era will entice and reveal an evocative streetscape. Bringing a new mood with a rigorous and vintage look, the classic design style will convey elegance and sophistication.

The hotel will attract national and international tourists as well as business travelers. Rooms will be restored and updated with modern baths and HVAC. Themed casual and fine dining restaurants will capitalize on the charm and traditional ambiance with murals painted by Kurt Wiese during the WPA. Against this historic setting, Flemington Union Hotel will offer modern day conference hotel amenities including high-end technology and all modern accessories. Acting as the backdrop to our guests reading lounge, **The Flemington Walls of Fame** will showcase and honor Flemington individuals of their noteworthy achievements including the life and legacy of Charles A. Lindbergh anchoring his most notable life events into the 21st century.

Functioning as the core business, a newly added **Grand Ballroom at The Union Hotel** will serve the Hunterdon County region with conference and wedding facilities that will be unrivaled. The Union Hotel will be well appointed for both large and intimate corporate and private functions. Our exclusive hotel will provide relief from the hustle of life while bestowing an enriched Hunterdon experience.

Rich carpet and plush furniture with hints of a true classical gentleman's bar will give rise to **The Charles Restaurant**, a classic American steakhouse restaurant, named after Charles Bartles one of the three original founders. Paintings of Charles Bartles and Charles Lindbergh will complement reflecting walls of the hotel lobby.

The Charles Restaurant will bring a sense of elegance and luxury amid exquisite ageless architectural surroundings of a bygone era. A grand fireplace will provoke the ambiance as well as a warm relaxed setting that beckons you to savor your favorite drink with friends and associates whilst enjoying a timeless and relaxing atmosphere...

With weekly entertainment claiming its place into the limelight, **The Pub** will bring a different package. We have a steakhouse and a burger establishment all united by *BEER and WHISKEY*. Our beer-friendly fare is never too far. Meet for lunch, cocktails, pre-theater dinner or just walk in for a casual drink at the bar. We all look forward to having a cold beer on that porch together with visitors from abroad. Refreshments are always served.

The Union Hotel will provide a destination both alluring and delightful, relaxing and entertaining, and with the latest technology. Our guests will feel truly entertained and pampered as they enjoy any number of possible local activities from golfing to ballooning to horse back riding. **The Spa At The Union** will leave them refreshed and look forward to the next time they can enjoy our hospitality.

The Union Club of Flemington, an exclusive private social membership club will provide its members the opportunity to enjoy camaraderie, conduct business meetings, and entertain their clients and friends. The Club will admit all classes, amateurs and known world personalities alike. The Club will aim to value fun and good fellowship as the cement of the community while existing as a serious networking epicenter.

Entailing a masculine 20's & 30's timeless yet understated aura of sophistication with rich carpet and plush furniture, The Club will reflect a relaxed elegance and casual attitude amid exquisite classical architectural surroundings, all for men & women who appreciate the year-round company of those who love and share similar lifestyle interests as well as the pleasures of the world's finest cigars giving a sense of elegance and luxury of a bygone era.

A delectable menu, exclusive wine cellar, and smoke shop entice you to relish your favorite drink with your friends and associates whilst enjoying a fine cigar. Cordial gatherings for social events may include, theatre evenings, wine tasting, a poker game, or just to meet friends for an amiable drink at the martini bar. Special access to active programs may include hosting outstanding public speakers on current events as well as events with notable authors.

In addition, members may luxuriate in our dining room, smoking lounge, card room, and martini bar. Its surrounding walls will contain a library, paintings and original prints, and photos illustrating "Hunterdon's History and Secrets Revealed". Special access upon demand to our 30 lodging rooms, spa, and restaurants on its upper stories shall comfort our member's every need including a variety of entertainment as weekly music performance venues, pianists, jazz players, and singers as well as such amusements such as the occasional comedian.

The Union Club of Flemington will offer extensive amenities for our members such as concierge services, advance entertainment notifications and bookings, a private bar and smoke lounge brimming with music and vitality, a secluded private room perfect for social gatherings and special privileges to our members for a unique experience in our game room. Members will enjoy discounts on dining, small private parties, and ballroom events.

The Union Club of Flemington shall at once welcome, elegantly and relaxed, offering the best of everything to its members, in pursuit of pleasure while unwinding or simply sharing a story.

Club rules:

1. Upon entry, please sign up with a first and last name of member and guests.
2. Respect everyone and everything.
3. Appropriate casual attire with jacket is permitted throughout the Club. Appropriate casual attire (no jacket) is acceptable for members and visitors going to or from the overnight rooms and the spa. Members are reminded that the Club has blue blazers for loan in the Coat Room. Denim, sneakers, athletic apparel of any description, or immodest attire is never, ever permitted.
4. Hats, coats, and hand luggage must be checked in the coatroom or kept in guest bedrooms, not at the club.
5. Business meetings requiring the display of papers may be held in the private meeting room.
6. Business meetings requiring laptops and/or other visual aids for presentations shall be held only in private meeting room.
7. The use of identification badges shall be confined to meeting rooms only.
8. Photographers and News Reporters (unless approved by Club Owner) are never permitted in the Club. Upon approval they shall abide by our dress code and rules.
9. Hotel guests may not wander through the Club unless escorted by a member.
10. Members hosting an event are forbidden from using the name "The Union Club of Flemington" in a public announcement.
11. Membership is required for admittance into the Club. Non-members may be signed in and accompanied only by a current member.
12. All guests must have on their person a valid photo ID and membership card. Photo identification must be shown with the club membership card for admittance. Photo identification includes a valid state Drivers license, military ID or State ID card. ID cards must have a picture and cannot be defaced in any way.
13. Cigar and Pipe smoking are allowed and encouraged in the Club's Cigar & Martini Bar, meeting room, and Game Room.
14. Cigar and Pipe smoking are not permitted in the dining area, and meeting room.
15. Each individual must be at least 21 years of age to enter and/or purchase a membership at The Club. Any guest found to be under 21 shall be immediately escorted out of The Club by security personnel and handed off to local law enforcement officers.
16. Physical and/or verbal altercations are not permitted at The Club. Any type of altercation may result in immediate removal from the premises and notification of local law enforcement.
17. Visibly intoxicated individuals will not be admitted into The Club. Likewise, Club members and/or guests who appear visibly intoxicated will not be served alcoholic beverages – your safety is our concern.
18. Members or guests are not allowed in the staff areas under any circumstance.
19. Weapons are not permitted at The Club. Note: Any or all guests entering the club may be subject to search by security personnel. This includes but is not limited to pat down searches, searches of pocket books and screening by metal detectors.
20. Please drink responsibly. The Club has the right to refuse service to anyone.

Please do not drink and drive. The Club staff or security personnel will call taxi services for anyone unable to drive themselves.

Note: Names of facilities are subject to change.

See Exhibit D – Hotel Services & Floor Layouts (Literary)

Redacted as Requested
(Content intentionally removed)

Financial Capability & Project Funding Strategy

***Redacted as Requested
(Content intentionally removed)***

References

Cirquell's three (3) references:

Relationship: Developer-Planning director
Jersey City Division of Planning
Robert D. Cotter, PP, AICP
Jersey City Planning Director
30 Montgomery Street
Jersey City NJ 07302
bobbyc@jcnj.org
201 547 5010 off

Relationship: Developer-Architect
LWDMR Architects
Ron Russell
140 Bay Street, Suite 4
Jersey City, NJ 07302
www.lwdmr.com
rrussell@lwdmr.com
201 333 5017 x115 off
201 333 5309 fax

Relationship: Developer-Strategic Planner
Strategic Advisory Group
Anthony Peterman
3848 Saint Annes Court
Duluth GA 30086
www.strategicadvisorygroup.net
tony@strategicadvisorygroup.net
678 584 0705 off
404 307 9279 mobile

Relationship: Developer-Civil Engineer
SESI Consulting Engineers
Michael St. Pierre & Steven P. Byszewski
12A Maple Avenue
Pine Brook NJ 07058
www.sesi.org
msp@sesi.org
spb@sesi.org
1-973-808-9050 off
1-973-808-9099 fax

Exhibit A

Cirquell Company Profile and Experience

CIRQUELL L.L.C.

P.O. BOX 601, 18 CASPER BERGER ROAD, WHITE HOUSE STA., NJ 08889

From the desk of
JOE LOPICCOLO

Telephone
201.360.1849

Email
GLOPIC3@GMAIL.COM

Company Profile

CIRQUELL LLC is a real estate development company specializing in the development of the newly imagined and the redevelopment of historic and architecturally significant properties by adding value through a combination of physical redevelopment, adaptive reuse, entertainment, technology, financial restructuring, and market repositioning. With creativity, we capture the out of sight and unleash the essential spark needed for economic success.

At our core, keystone principals that make developments work are simple and essential in all sectors of the real estate market. Our development experiences involve heritage with a current cultural edge. We focus on the relationship between the project and the user. We build out from individuality while engaging citizens and blending creativity with modern technological advancements. CIRQUELL encircles and captures its surroundings engaging in distinctive experiential developments.

Our most fundamental role as an extraordinary real estate development company is to serve as an intermediary between communities, government, construction companies that build the buildings and the businesses and people that use them. By bridging the gap between builders and users, we play an extremely important role in controlling unnecessary expenses and improving efficiency and effectiveness for all parties involved.

CIRQUELL emerges the optimum value in functionality, location, and cost for its user. We leverage our real estate and construction expertise as we coordinate with construction companies on behalf of the owners, tenant businesses, and residences. In this way as developers we ensure that newly constructed spaces meet the client and businesses' needs.

Our Mission

Our course starts with enthusiasm and persistence. Our mission declares our purpose as a company and serves as the standard against which we weigh our actions and decisions.

- To enliven communities
- To inspire optimism and happiness in every community we touch
- To create value and make a positive difference.

Our Vision

Our vision serves as the framework for our course in motion and guides every aspect of our business by describing what we need to accomplish in order to continue achieving sustainable, quality growth to our company establishing ourselves as a leader in real estate development.

- **Portfolio:** Bring to the world a portfolio of quality real estate developments that anticipate and satisfy people's desires and needs.
- **Planet:** Make a difference by building and supporting sustainable communities with development practices that respect the land, the people, and the environment.
- **Profit:** Maximize long-term return to the user, the people, and the developer while being mindful of our overall responsibilities.

Biography

Born in Brooklyn, New York. Lives in Whitehouse Station, New Jersey.

Joe Lo Piccolo has founded CIRQUELL LLC based purely for the love of real estate development and the belief that all that develops on land is to evolve toward simplicity, not complexity, alongside the circle of life, always adapting for the betterment of society.

Since 1989, Joe LoPiccolo has developed and constructed many real estate properties throughout New York, New Jersey, and Connecticut. With a reputation of excellence as one of the most scrupulous real estate developers, CIRQUELL has gained a far-reaching pioneer. Expressing extensive diligence, knowledge, and the ability to discover and unite talent, he has a personal commitment to virtue, service, and support to every relationship.

Throughout his earlier years, Joe learned the virtues of hard work from mastery in masonry & fine carpentry. His enthusiasm and knowledgeable approach have led him to build and renovate numerous properties in the Tri-State Metropolitan Area. Some of his most renowned works have been performed for the elite in New York City. A passion for real estate has elevated Joe to build and develop his own while continuing to serve his clients spending long hours doing whatever it takes to get the job done.

Having learned the business from the ground up, he has acquired an extensive network of contacts throughout the industry and has developed an immense amount of fundamental development knowledge. The synthesis of idealism and pragmatism is what makes Joe LoPiccolo successful alongside his illustrious construction expertise, accomplished deal structuring and negotiating skills, and experience in value investing as a developer.

As an influential real estate developer, Joe goes beyond this role. He is a visionary, looking years - even decades - beyond today's world; able to determine what opportunities and buildings will be needed, and where. At its finest, Joe is the entrepreneur who seeks out opportunity and drives it to reality, and in the process grows communities. Tomorrow's communities, manufacturers, distributors, retailers and employers will have a home because today Joe LoPiccolo had the daring and vision to foresee their needs.

As an avid chess player Joe enjoys photography, biking, entertaining friends and family and most of all, living his life with wife Sandra and two children Laura and Sara.

Philosophy

Joe LoPiccolo is guided by four basic goals.

To build fitting developments that meet the fundamental needs of its people. Joe LoPiccolo recruits suitable experts in a wide array of disciplines to look at the opportunities and possibilities - the optimum way to develop what would work best for the people who will live there producing a determination of the most vital social and institutional components of the new developments and how they might best be reflected in a physical environment.

To respect the land. Joe believes strongly that there should be a strong infusion of nature throughout all developments; that people should be able to feel the nature as part of their everyday life. All developments are to set aside for gathering spaces, parks, playgrounds and natural areas and miles of pathways to allow easy access for walkers, joggers and bike riders. Preserving the natural beauty is of utmost priority.

To provide for the growth of people. Joe believes that all developments are to contribute to growth and geared to evolve toward the improvement of mankind to uplift, inspire, stimulate and develop the best in man. The most successful community development would be that which contributes the most by its physical form, its institutions, its operation to the growth of people by enlivening neighborhoods and villages with enthusiasm and a philosophy of caring that permeates the community, by way of creating an atmosphere that allows personal growth, and fosters a great sense of community with a strong sense of place.

To make a profit. The success of a real estate development is tied to its financial success. It is important that it be proven that good development could also be good for the developer. It is just as important a straightforward approach is taken in creating a valuable, intelligent, and always a desirable investment for the user. Every idea is plugged into the economic model to be sure that it could work for the relationship between the user, the people, and the developer.

Experience

President, Cirquell LLC, Whitehouse Station, New Jersey 2008-Present

Joe LoPiccolo is founder and owner of Cirquell LLC, a real estate development company (see above profile). As President, Mr. LoPiccolo oversees all day-to-day operations of the company.

Chief Operation Officer, Mushroom Development LLC, Jersey City NJ 2005-2010

Mushroom Development specialized in the development of commercial, residential, retail, and mixed-use properties and the redevelopment of historic and architecturally significant. As Chief Operations Officer, Mr. LoPiccolo was responsible for assuring the company's profitable performance, the growth in size and value of its assets, the services offerings and operations activities. Mr. LoPiccolo led the day-to-day operation of the company's portfolio including property management, tenant leasing, and construction management. Further, he established community relations, and settled contractor and vendor negotiations.

Joe LoPiccolo was known in Jersey City for his cultivation of creative communities, integration of creative design, and the overall value creation of development projects. Mushroom Development has spearheaded some of the most successful and transformative commercial, residential and mixed-use projects within the City of Jersey City. The company had distinguished itself in the marketplace by strategically developing and programming vibrant communities of substance that have become local destinations transforming neighborhoods.

President, Creative Renovations & Development, LLC Jersey City NJ 1989-2012

Joe loPiccolo was founder, owner, and construction executive with expertise in construction management, successful multi-disciplinary team management, project delivery, and the exceptional ability to construct and facilitate cohesive teams, and liaise with key stakeholders. Accomplished and highly skilled at pre-construction methodologies. Directly involved in many high-end residential and commercial construction projects in Manhattan, New York, Connecticut, and throughout New Jersey. Work description included new construction, historic renovations, additions, custom renovations, fine millwork, custom cabinetry, and hands on fine carpentry and artisanal masonry.

Accomplishments

Awarded the 2006 Excellence in Preservation Award by The Jersey City Landmarks Conservancy. The award recognizes the recent restoration, rehabilitation or adaptive reuse of a building structure or object that exemplifies a high regard for the resource's historical and architectural integrity.

Favorite Quote

"Energy and persistence conquer all things," by Benjamin Franklin.

LUMINARIES

John D. Rockefeller, Jr.

Walter Elias "Walt" Disney

James Rouse

Work Experience

2008 - Present

Cirquell LLC, Whitehouse Station NJ, a real estate development company directly responsible for the following significant projects:

Address	Description	Status	Year
221-227 Franklin Tpke, Allendale NJ 07401	Single Family Historic Restoration, 4000 sf, Built Circa 1850, and Subdivision	Complete / Sold	2009-2010
50 Mine Street, Flemington NJ 08822	Historic Stangl Factory 25,675 sf Restoration Retail/ Restaurant	Construction in Progress	2010- On Going
70-72 Main Street, Flemington NJ 08822	Historic Union Hotel Restoration of 30+/- rooms plus Banquet Hall	Planning in Progress	2009- On Going

2005 - Present

Mushroom Development LLC, Jersey City NJ, a real estate development company directly responsible for the following significant projects:

Address	Description	Status	Year
233 Third Street Jersey City, NJ 07302	Eight Condo Residential Historic Renovation, 8400 sf Built Circa 1860	Complete and Sold	2006
231 Third Street Jersey City, NJ 07302	Eight Condo Residential Historic Renovation, 7800 sf Built Circa 1860	Complete and Sold	2006
270-272 Sixth Street Jersey City, NJ 07302	Six Condo Residential New Construction, 15,000 sf	Complete and Sold	2007
321-323 First Street Jersey City, NJ 07302	Three - One Family New Residential Homes, 10500 sf New Construction	Complete and Sold	2008
212-212.5 Sixth Street Jersey City, NJ 07302	Four Condos Residential New Construction, 9600 sf	Complete and Sold	2010
One Bates Jersey City, NJ 07302	129 Residential Units Retail Space, 200,000 sf New Construction	Created Redevelopment Plan Site Plans Approved	2008

1998 - 2012

Creative Renovations & Development LLC, Jersey City NJ, a construction company directly involved in many residential and commercial construction projects throughout Jersey City, New Jersey. Work description included historic renovations and new construction. Creative R&D, LLC was directly involved in the following significant projects:

Address	Description	Status	Year
336 Eighth Street Jersey City, NJ 07302	2 Family Residential Historic Renovation, Built Circa 1860, 3200 sf	Complete and Sold	2005
229 MLK Drive Jersey City, NJ 07302	2 Residential Condos 1 Commercial Condo, 4400 sf Historic Renovation,	Complete and Sold	2005
340 Eighth Street Jersey City, NJ 07302	1 Family Residential Historic Renovation, Built Circa 1860, 2400 sf	Complete and Sold	2003
231 Eighth Street Jersey City, NJ 07302	2 Family Residential Historic Renovation, Built Circa 1830, 3800 sf	Complete and Sold	2001
321 Eight Street Jersey City, NJ 07302	4 Condos Residential Historic Renovation, Built Circa 1850, 5800 sf	Complete and Sold	2001
365 Eight Street Jersey City, NJ 07302	2 Family Residential Historic Renovation, Built Circa 1860, 3000 sf	Complete and Sold Fully Occupied	2000
330 ½ Eight Street Jersey City, NJ 07302	2 Family Residential Historic Renovation, Built Circa 1860, 2350 sf	Complete and Sold	1999
327 ½ Eight Street Jersey City, NJ 07302	2 Family Residential Historic Renovation, Built Circa 1860, 2350 sf	Complete and Sold	1998

Exhibit B

HCH Agreement, Proposal, Company Profile,
Experience, & References



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“**Agreement**”) is made as of September 26, 2012 by and between CIRQUELL L.L.C, with its principal place of business at 18 Casper Berger Road, Whitehouse Station, New Jersey 08889 a Delaware limited liability company (“**Owner**”), and Hay Creek Management Company LLC, a Connecticut limited liability company (“**HCM**”). The Owner and HCM individually are each a “**Party**” and together are the “**Parties**”.

RECITALS

- A. Owner intends to own the building known as the former Union Hotel Building, 70-74 Main Street, Flemington, New Jersey (“**Hotel**”).
- B. Owner is contemplating the development of the Hotel with a renovation and conversion of the current use to a full service mixed use upscale independent hotel (the “**Project**”).
- C. HCM is experienced in the programming, design and management of various aspects of hotel development and operations.
- D. Owner desires to obtain the services of HCM under the terms of this Agreement, and HCM desires to provide these services.
- E. If Owner decides during, or following the Term (as defined herein), to proceed with the Project then, Owner shall promptly negotiate and execute a Technical Services Agreement (“**TSA**”) and a Hotel Management Agreement (“**HMA**”) on substantially similar terms and conditions as outlined in the attached proposal hereto as Schedule A and all other commercially reasonable terms. The Parties acknowledge that the promise by the Owner to execute a TSA and HMA is a material term hereunder and HCM is accepting this engagement solely based upon the expectation that it will be engaged to manage the Hotel.

AGREEMENT

For good and valuable consideration the Parties agree to the following terms and conditions as follows:

1. Appointment of HCM. Owner hereby engages HCM as an independent contractor, to provide consulting services with respect to the initial design and programming of the proposed Hotel.



2. Term. Three (3) Months. This Agreement is effective upon the date of execution by Owner and HCM (the “**Effective Date**”).
3. HCM’s Services. HCM shall, with input from Owner and Owners representatives, provide general oversight related to the strategic planning and programming for the proposed Hotel to assist in determining its overall feasibility and financial viability, (the “**Final Hotel Program**”) and in general, work closely with the owner to assist in moving the project forward to a “decision point”. The scope of HCM’s work is specifically defined as follows and together are the “**Services**”:
 - 3.1. Hotel Programming. With input from Owner and Owner’s representatives, HCM will analyze current floor and site plans and based on its experience will make notes and comments to assist the Owner in developing a program (based on current market demand conditions) for the Hotel that will include the lobby, public areas, guest rooms (count and layouts), meeting and function facilities, restaurant, kitchen and food storage areas, fitness center, mechanical, electrical and tertiary staff office space. Work to finalize “Hotel Program”.
 - 3.2. Site Plan. With input from Owner and Owner’s representatives, HCM will analyze current site plans and based on its experience will make notes and comments to assist the Owner in developing a plan that will improve the operational efficiency of the site. HCM will review guest arrival and parking, outdoor function, banquet and tenting opportunities, outdoor food and beverage patio service opportunities, landscaping, signage and lighting. HCM will assist in insuring an operational blueprint that delivers optimum guest experience, employee efficiencies and maximum financial success – insure all stakeholders’ needs are met.
 - 3.3. Financial Projections. Following Owner’s approval of the Final Hotel Program, HCM will develop detailed financial proforma projections for the Hotel (the “**Proforma**”). The Proforma will include ten (10) years of operating projections based upon current and projected market conditions, utilizing HCM’s knowledge of the Flemington marketplace and historic and future projected data provided by Smith Travel Research. The Proforma is a good faith estimate of future earnings and HCM is not providing a guarantee of results. The cost of any Smith Travel reports that are pre-approved by Owner will be Owner’s expense. Owner understands that they will need to have a third party feasibility study completed by a recognized firm. HCM will support owner in that prerequisite.



Hay Creek Management™

- 3.4. Summary. HCM will meet with Owner and Owners representatives on an as need basis throughout the term of the assignment to assist in all areas related to the hotel program development, financial projections, operating system guidance, general FF&E direction, F&B concepts and direction, hotel and restaurant staffing, definition of the guest experience and all general topics relating to the feasibility and viability of the proposed hotel development.
4. Obligation of HCM. HCM is not the agent of Owner or its affiliates and is not authorized to obligate Owner or its affiliates in any way whatsoever in connection with the Services. HCM shall not make any representations on behalf of Owner or its affiliates, or assume, create or make any obligation or commitment, express or implied, binding on Owner or its affiliates. All business decisions remain the responsibility of the Owner. HCM will perform the Services diligently, professionally and in accordance with the terms and conditions set forth herein, subject to delays for reasons beyond HCM's reasonable control. HCM shall not be liable for any good faith error in performance of its duties and activities hereunder.
5. Meetings of HCM and Owner. Owner and HCM shall meet following the execution of this Agreement and then at regular and special meetings, electronically/telephonically or in person, as reasonably requested by HCM or Owner, to discuss HCM's/owners progress and findings.
6. Payments by Owner. Owner shall pay HCM as follows:
 - 6.1. Fee.
 - (a) Owner shall pay HCM Twenty Five Thousand Dollars (\$25,000) for the services provided in this Agreement (the "**Consulting Fee**"). The Consulting Fee is payable as follows:
 - (i) Ten thousand dollars (\$10,000) upon the Effective Date;
 - (ii) Fifteen thousand dollars \$15,000 Three Months following the execution date of this Agreement.

Failure to pay the above amounts on the dates provided shall be an Owner default and HCM may terminate the Agreement and cease providing Services immediately without notice. Interest shall accrue on all unpaid amounts as provided in 6.2.



- 6.2. Reimbursements. Owner shall reimburse HCM for any out of pocket expenses incurred by HCM that are previously approved by Owner, however no reimbursements are anticipated at the outset of this Agreement. Payments to reimburse HCM shall be delivered within thirty (30) days from Owner's receipt of a statement for reimbursable expenses together with reasonable documentation. All reimbursable expenses are to be paid in full within thirty (30) days from the date of the statement. After thirty (30) days from the date of the statement, any unpaid fees or costs will accrue interest (non-compounded) at the rate of one percent (1.5%) per month (annual rate of 18%). Payments are applied in the following order: first, to accrued interest; second, to unpaid costs; third, to unpaid fees
- 6.3. Liquidated Damages. The Parties acknowledge that the promise by the Owner to execute a TSA and HMA is a material term hereunder and HCM is accepting this engagement solely based upon the expectation that it will be engaged to manage the Hotel. Therefore, if due to no fault of HCM (i.e. termination by HCM or termination of HCM for cause) Owner elects to proceed with the Project and then fails to execute the TSA and HMA, or otherwise engages any other party to perform the same or similar services as provided in the Proposal within twenty four (24) months of the Effective Date, then Owner shall pay HCM \$300,000 as liquidated damages ("**Liquidated Damages**").
7. Termination. This Agreement may be terminated by the Owner at anytime during the Term by providing HCM with thirty (30) days written notice. If Owner terminates this Agreement for cause, then Consulting Fee payments shall immediately cease. For cause shall be negligent or non-performance of Services in accordance with the terms of this agreement, or willful misconduct. If Owner terminates this Agreement without cause (a "**Voluntary Termination**"), then HCM shall be paid any remaining Consulting Fees due through the end of the Term. HCM may terminate this Agreement by providing the Owner with thirty (30) days written notice, at which time Owner shall have no further obligation to pay any Consulting Fees to HCM. Upon termination by either Party, HCM shall be paid all Fees for work actually performed up to the date of termination.



8. Confidentiality. HCM acknowledges that all information provided to it by Owner shall be considered confidential. HCM agrees that it shall not disseminate or disclose any such confidential information to any unaffiliated third party unless directed by Owner in writing and as may be necessary to provide the Services required under this Agreement or as required by law. Any information which is readily available to the general public or through any source other than Owner or which was available to HCM prior to the commencement of this Agreement shall not be deemed confidential.
9. Indemnification of Parties. The Parties agree to indemnify, defend and hold each other harmless including each of their respective directors, officers, employees, subcontractors and agents harmless from and against all liability and claims for damages, loss, costs, expenses and reasonable attorney's fees in connection with any Services or obligations of either Party under the terms and conditions of this Agreement; provided however, this indemnification shall not extend to claims, liability, loss, costs and expenses, including reasonable attorney's fees resulting from the negligence or willful misconduct of the indemnified Party.
10. Insurance. If HCM or its representatives will be on site at the Hotel, then HCM shall provide to Owner a Certificate of Insurance evidencing general liability coverage for death or injury in the minimum amount of \$1,000,000 per person, \$2,000,000 per occurrence; and all other insurances required by New Hampshire law, including but not limited to workers' compensation. Owner shall name HCM as an Additional Insured under its liability insurance policy. HCM may request from Owner a Certificate of Insurance evidencing the above.
11. Limitation of Liability. Owner's liability hereunder shall be limited to any unpaid Fees and Expenses due to HCM under this Agreement.



12. Arbitration. In the event of a dispute regarding any provision of this Agreement, the Parties hereby agree that such dispute shall be settled by final, binding, non-judicial arbitration in accordance with the Commercial Arbitration Rules of JAMS, which rules are incorporated herein by reference. The arbitration shall be held in Nashua, New Hampshire. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The unsuccessful party shall pay the reasonable costs and attorney's fees of the successful party. The arbitrator shall not have any power to award, and the parties to this Agreement hereby waive any rights they each may have to receive, exemplary or punitive damages in the nature of a penalty. The arbitrator shall be required to issue a written decision that explains the basis of the decision. The decision of the arbitrator shall be subject to judicial review in the State of New Hampshire solely to determine whether the law was correctly applied to the facts and to review errors on the face of the award.
13. Miscellaneous. (i) Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, and if such provision is found to be invalid then only to the extent, without invalidating the remainder of such provision, such provision is invalid; (ii) The headings in this Agreement are inserted for convenience only and are not to be interpreted or considered in the construction of the provisions contained herein; (iii) The failure by either Party to insist upon the strict performance of any one or more of the terms and/or conditions of this Agreement, or to exercise any right, remedy or election herein contained or permitted by law, shall not constitute, or be construed as, a waiver or relinquishment for the future of such term, condition, right, remedy or election, but the same shall continue and remain in full force and effect. All rights or remedies that either Party may have at law, in equity or otherwise upon any breach of any term or condition to be performed by the other Party pursuant to this Agreement whether exercised or not, shall not be deemed to be exclusive of any other right or remedy of such Party; (iv) This Agreement constitutes the entire agreement between the Parties and contains all the agreements between the Parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, communications, negotiations, discussions or correspondence, whether oral or written, between the Parties with respect to the subject matter hereof. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by an authorized representative of the Parties; and (v) This Agreement shall be subject to, governed by and construed under the laws of the State of New Hampshire, without regard to the principles of conflicts of laws thereof.



14. Notices. All notices, demands, requests or other communications required hereunder shall be sent certified or registered mail, return receipt requested, sufficient postage prepaid, through the use of a nationally recognized overnight courier service, properly addressed to the party to receive notification or by email as provided below. If email is used, then the notice shall be effective only upon a written acknowledgment by return email confirming receipt by the party so noticed (an auto receipt is not sufficient to confirm receipt):

HCM:	With a copy that shall not constitute notice to:
Hay Creek Management, LLC Suite 200 6 Elmwood Road Westport, CT 06880 Attention: Norman MacLeod Email nmacleod@haycreekhospitality.com	Sandman Savrann PLLC 61 Talcott Rd Guilford, CT 06437 Attention: Russell Savrann, Esq Email rsavrann@sandsav.com
With a copy to: Hay Creek Management, LLC 90 Front St Exeter, NH 03833 Attention: Charles Scott Email cscott@haycreekhoteles.com	
Owner: Cirquell LLC 18 Casper Berger Road Whitehouse Station, New Jersey 08889 Attention: Joe LoPiccolo	



Hay Creek Management TM

15. Counterparts: This Agreement may be executed in any number of counterparts. Either party to this Agreement may execute any counterpart, each of which, when executed and delivered, is deemed to be an original, and all of which, taken together, are deemed to be one and the same document.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first written above.

SIGNED:

HCM:

Hay Creek Management, LLC
a Connecticut limited liability company

By: _____

Name: _____

Title: _____

OWNER:

Cirquell LLC
~~a New Jersey~~ limited liability company
Delaware

By: _____

Name: Giuseppe "Joe" LoPiccolo

Title: President



Hay Creek Management™

Schedule A



Hay Creek Hotels™

**Acquisition, Development and Management
of Small Luxury Hotels, Inns & Resorts**

**Proposal for
Technical Service & Management:**

Union Hotel Flemington, New Jersey



September, 2012

A Passion For Small Hotels, Inns & Resorts



Joe LoPiccolo
Cirquell LLC

Joe:

First and foremost, Hay Creek is tremendously enthused at the opportunity to be involved in working with you and your team on the historic Union Hotel project in Flemington. As a company literally founded for the sole purpose of the development and management of upscale independent inns, hotels and resorts, we have a passion for the special challenges inherent in the Union Hotel opportunity and are confident that our management experience is unrivalled in this niche.

Hay Creek has a passion for historic upscale independent historic inns. We successfully operate several similar inns throughout New England and welcome the possibility of focusing our experience and highly specialized skills on the Union Hotel.

We have developed the Hay Creek Management System™ to deliver just the sort of state-of-the-art systems necessary to allow properties such as the Union Hotel to maximize their potential.

The Principals of Hay Creek will proudly be involved personally with the strategic planning and ongoing operation of the Hotel. Each of our principal partners has previous direct renovation and management experience with such notable historic hotels as the Shoreham, the Netherland Plaza, The Parker House and the Sagamore Resort, as well as the Exeter Inn, Centennial Inn, Orchards Hotel and Wolfeboro Inn.

It is our distinct pleasure to have the opportunity to be involved in working with your team in restoring this wonderful historic landmark hotel.

Sincerely,

Norman W. MacLeod

Norman W. MacLeod
President & CEO

Hay Creek Hotels Technical Services Agreement Synopsis

The Hay Creek Technical Service Agreement (“TSA”) documents all key understandings between Hay Creek and a hotel owner (“Owner”) to cover such necessary management and consulting services that Hay Creek will provide prior to the opening date of a property Hay Creek has been selected to manage.

For an independent hotel, TSA services are of critical importance: unlike branded franchise hotels under development, where the mission, market position, guest expectation of quality, rate structure, service levels, design characteristics and most other key defining characteristics of the property will be predetermined by the brand itself – an independent hotel must have an equally well-defined vision and business model developed by exclusively for the hotel Hay Creek.

Simply stated, the time frame prior to the Opening Date for an independent hotel is an extremely important opportunity, where the vital positioning or re-positioning and business model decisions are determined and implemented. These decisions - arguably the most important in the hotel life-cycle, will ultimately define the future success of the inn and restaurant. Building the Business Model has a number of steps which proceed chronologically from Hay Creek’s first involvement with the hotel project:

In this “hybrid” arrangement with the Union Hotel, Hay Creek will not be taking the lead role in this effort but rather will act as both a resource and a facilitator of the process. It will be our responsibility to insure that the necessary tasks and requirements are outlined and defined to insure that the property is positioned for success at opening.

Working with the Union Hotel team, HCH will be addressing all of the many issues necessary for a profitable venture – some of the key items of focus will be:

Initial Market Underwriting

Hay Creek will work with the team to fully examine the competitive set for all key revenue/profit centers available to the hotel, including guestroom demand for each segment, catering demand & supply, the free-standing restaurant & bar markets, and the meetings and conference opportunity. This research allows the team to develop and refine an initial product concept for each product line and to identify an available niche to pursue for all segments of demand.

Preliminary Design Phase

The design phase, from an operational perspective, is one of the most critical aspects of the project. We have one chance to get it right. The projects lifetime is dependent on these decisions.

Hay Creek's preliminary design role will vary based on whether and to what extent an Owner has previously assembled its design team and proceeded (either with preliminary work or extensive design development) prior to Hay Creek involvement with a project. Services required from Hay Creek may vary accordingly, from simply providing input on the Owner's initial design (suggestions, concerns, recommendations) and assuming a team member role going forward; to actively taking the project lead, assembling an appropriate design team and directly coordinating its work. Regardless of its role, the TSA must include an extensive allowance for Hay Creek to master the design elements anticipated in the existing design and to maintain a command of all key components throughout the project duration. Other specifics:

- Hay Creek will prepare with Owner a written statement of the operational and design philosophy for all key elements of the hotel (guestrooms, lobby & public areas, restaurant & bar, meeting and banquet facilities) addressing the "look and feel," the targeted customer profile and special surprise & delight features. In simple terms, this narrative will define in writing the customer experience anticipated at all key "touch points" for the hotel property.
- Hay Creek, working with the Owner's design team, will contribute to the development and/or refinement of the Owner's Project Budget – to make sure the Business Model vision aligns with established budgets anticipated and given the Hay Creek experience/data base for renovations in small independent properties makes sense financially.

Design Development

- Hay Creek will review the design as it is developed to ensure that all key elements of the Business Model are satisfied and that the design as it progresses adequately addresses all practical operational issues and provides a cost-effective operating platform.
- Hay Creek will review and comment on all preliminary and final plans and specifications.
- As soon as reasonably practical following receipt, Hay Creek will review the FF&E design and comment on the proposed quality, furniture layout, style and make of all furniture, fixtures and equipment; together with its preliminary budget/pricing.
- Hay Creek will work with and advise Owner's design team on the proposed quality, type, functionality and projected cost of all operating supplies anticipated, operating equipment, information technology (including software & hardware) and telecommunications technology.
- Hay Creek will work with local authorities and the design team to address all fire/life safety systems required and to address all other guest safety provisions.
- Hay Creek will develop with its 3rd party resources all graphics and identity elements required for the hotel and will design a signage plan to cover all guest and directional signage requirements.
- Hay Creek will review all design team member contracts (as requested by Owner) to ensure that there is no overlap in responsibilities and that all requirements are fully assigned to an appropriate team member.
- Hay Creek, working with its culinary, wine and beverage service team will develop a preliminary culinary and beverage service program for the restaurant/bar and banquet/catering operation.
- Review and Finalization of Design Documents. Hay Creek will review and comment on the Construction Drawings, the Specifications, the Proposed FF&E Report & Budget and the Proposed OSE&T Report; and shall assist Owner as required to coordinate with the design team necessary revisions to align all costs and plans with the Business Model and the Budget.

Construction Phase

- The Hay Creek role during construction will vary according to an Owner's requirements. At a minimum, Hay Creek will provide a resource for the Project Team to address the many operational questions & issues that arise during the course of the construction, as construction revisions of many sorts are the norm in renovation projects of this sort. Hay Creek services during construction can range from this type of somewhat passive role up to and including full Project Management services which would include a provision for field supervision and the direct supervision of the overall design/build effort.

Furnishing Phase

- When and as requested by Owner, Hay Creek shall advise on the purchasing and installation of the FF&E at the hotel.
- When and as requested by Owner, Hay Creek will generate written reports with respect to the operating supplies, operating equipment, information technology and telecommunications technology as Hay Creek feels necessary to keep Owner reasonably informed of the progress of acquisition and installation of same. It is usually advisable that Hay Creek directly acquire on Owner's behalf all Operating Supplies, Equipment and Technology.
- When and as requested by Owner, Hay Creek will provide advice to assist Owner in its administration and coordination in the furnishing of the hotel. Hay Creek recommends this scope of work be assigned directly to Hay Creek as a portion of the TSA services requirement.
- Hay Creek will assign the services contemplated in the TSA to such of its employees, 3rd party resources and pre-opening hotel staff, all as it deems adequate in its reasonable judgment to perform the work; and Hay Creek will supervise such staff and shall be responsible for the completion of all such services.

Pre-Opening Services

In concert and contemporaneously with its initial design services, Hay Creek will work with the team to assist in providing a complete pre-opening budget/plan which address expenses anticipated for all action steps required prior to the opening of the hotel that are not covered elsewhere within the Owner's Project Budget.

The Pre-Opening Budget will project necessary expenditures to cover all aspects of the services and activities necessary to ensure the hotel opens successfully. Some but not all of the important issues to address are::

- Hotel Sales & Marketing Tools – creation of the website/updates to the Hay Creek Hotel website, pre-opening brochures (electronic and hard copy), graphics and property identity materials including all logos.
- Creation of all required Restaurant & Bar sales & marketing tools (as above).
- Development of the "Pre-Opening Marketing Plan" including the PR and Community relations plan.
- Pre-Opening Staffing: Hay Creek will recruit, provide suitable orientation, develop all necessary tools and train all staff required for the hotel to operate both before and after the Opening Date. Several staff members will be on-boarded prior to the Opening Date and will assist in all pre-opening activities, including the General Manager, the Director of Sales, the Chef and F&B Service Management.
- In concert with all other pre-opening personnel requirements, Hay Creek will take steps to develop an associate culture suitable to execute on its vision of the hotel and Business Model, as approved by Owner, including all components of the Hay Creek Employment Proclamation.
- Hay Creek will manage the Owner's application & procurement process for all required hotel licenses and permits.
- Hay Creek will establish appropriate banking relationships (subject to Owner approval) for the operation of the hotel. Hay Creek typically establishes a Depository Account, an Operating Account and an interest-bearing Owner's account for this purpose.
- Hay Creek will negotiate all necessary utility contracts (subject to Owner approval).
- Hay Creek shall establish hotel room rates for all segments (transient and group) and will incorporate the hotel into its 3rd party reservation system/booking engine as approved by Owner. Hay Creek (consistent with its practices at other Hay Creek hotels) will institute appropriate Yield Management procedures and will train the relevant local hotel staff to implement required hotel action steps.

- Hay Creek will determine (with Owner's approval) appropriate computer systems for the hotel and coordinate the vendor installation process as required. Hay Creek will assist the vendor in all training as required and provide (at Owner's expense) suitable mentor support from its other hotels if necessary.
- Hay Creek will work with the team to address all HR issues – hiring, training all relevant hotel personnel in the on-site activities and requirements to execute the Hay Creek Management System, including all accounting procedures, all systems & control procedures, all sales administration procedures, all property management procedures, all procurement procedures, all F&B control procedures and all forecasting/yield management procedures; will work to put in place all systems and programs to address all federal and state requirements, develop the program to create a wonderful culture for the property and in general, assist in insuring that all aspects of the employee equation have been a focus of the team..
- Hay Creek will develop for Owner approval all pre-Opening public relations initiatives necessary to properly re-introduce the hotel to the local and regional marketplace
- Hay Creek will develop for Owner approval a detailed Operating Budget that will begin as of the Opening Date and run through December 31 of the opening "stub year" period.

In summary, the TSA will cover all services that Hay Creek provides to Owner prior to the Opening Date, laying the necessary groundwork for the successful opening of the hotel. It is impossible to list all of the hundreds of issues and items that will need to be address (opening a hotel is a "checklist" exercise) but simply said, the Hay Creek activities are geared to ensure that as of the Opening Date The Union Hotel Management team has defined the guest experience, a business plan is in place, a sales and marketing plan is developed and being executed, the hotel staff is on-board and fully trained, all operational systems are in place and ready to go, guest safety and related systems have been installed and tested, all building systems necessary for guest comfort are operational, the restaurant & bar have been "soft-opened" with its staff ready for a full dining room and bar – the roadmap is laid out.....and perhaps most importantly, there is business on the books and a line at the door waiting to sleep in the guest rooms, meet and celebrate in the meeting rooms and eat and drink in the restaurant.

Hay Creek Hotels – Management Services

Annual Business Plan

The following are broad based non- specific directional items to provide you with an understanding of all areas that we examine during the pre-opening and ongoing management of the Union Hotel.

Without additional detail and proper due diligence time in the market we are unable to provide specific detail relating to the Union Hotel, however our plan will be zero and segment based with specific focus on all room demand generators, restaurant product and positioning as well as banquet, wedding and group meetings.

Comprehensive marketing plans defining a strategic direction for all facets (rooms, functions, groups, catering, weddings, and restaurant) will be created and implemented prior to a management transition.

Print/Collateral –

Hay Creek will ensure that the Union Hotel (or other appropriate name) has a comprehensive property identity package.

- Separate hotel & restaurant logos, colors, graphics.
- Conference sales package in both hard copy & electronic format describing the hotel, conference and banquet capabilities and room specifications, banquet menus, seasonal opportunity dates, Holiday promotions.
- A wedding planning guide with special menu selections.
- Corporate meeting planning specifications, contacts and applicable pricing.
- Property brochures with high resolution professional images.
- Appropriate business cards/stationary.

Web Based Marketing Action Steps

- Hay Creek will develop a new Union Hotel website within the established Hay Creek format and launch new website marketing initiatives, including modern search engine optimization methodology - competitive set keyword analysis, a formalized SEO Plan and ongoing SEO management.
- Real-time, seamless, 2-way reservation connectivity will be implemented on the new website.
- We will Institute a cost effective PPC (pay per click) campaign.
- Launch room inventory and pricing through the Global Distribution System network and all major and tertiary internet booking portals (Travelocity, Orbitz, Hotels.com etc...).
- Initiate Yield Management pricing strategies and practices internally and through third party alliances three months prior to opening.

- Introduce the Hay Creek property management system and state of the art rooms merchandising methodology (demand based pricing).
- Utilize HTML direct e-mail capabilities to provide established Hay Creek accounts continuous construction/renovation updates and images throughout the renovation process.
- Optimize all partnership opportunities.
- Maximize link relationships and leverage accordingly.

Public Relations/Media

- Launch commencement announcements in targeted print and web based hospitality and consumer publications.
- Design and launch New England public relations campaign to corporate, leisure, wedding, group, Tour & Frequent International Traveler market segments via print and web based media outlets.
- Design and launch a specific public relations campaign for the repositioned restaurant and continue on predetermined schedule
- Ongoing local public relations promotion of new management & property direction through all local media outlets and State Tourism opportunities.

Direct Sales

- Implement all Hay Creek Management systems and procedures.
- Install new Hay Creek sales technology.
- Director of Sales (DOS) to establish personal introductions to all business, cultural and educational demand generators.
- DOS to identify and establish "Top 10" room night producers and initiate contact/establish relationships.
- Establish awareness and presence at regional business and tourism events.
- Attend regional, national tourism, small meetings, wedding and function trade shows.
- Establish holiday special packaging, weekend get-a-way packages and create packages with area partners (cultural centers, museums, theatre, shopping, seasonal outdoor activities etc...).

Advertising

- Develop a cost effective, impactful and measurable media plan for all product lines; rooms and food and beverage

Positioning Direction

The Union Hotel will be positioned as the premier lodging, dining and meeting facility in the area - the market leader and the price setter within the competitive set. That said, it is vital to note and understand that all pricing with respect to all product lines will be nimble and aggressive – managed within the ever-changing demand dynamics of the marketplace. Professional yield management will drive REVPAR (revenue per available room) and insure market share dominance.

- ❖ A key component in our pursuit of service excellence is the Hay Creek Management System™

Hay Creek has assembled a set of proprietary, web-based centralized services and operating system solutions which address all key system & management tool requirements:

- Hay Creek Web-based Accounting
 - ✓ Statements ✓ Forecasting ✓ Database Management ✓ Cash flow
- F&B Point of Sales
- Hay Creek Sales & Catering System Management
- Hay Creek Account Management Program
- Hay Creek Budget Model
- Monthly Hay Creek Checkbook – Other Expense Management
- Monthly Food & Beverage Cost Worksheets

These state-of-the-art tools, many provided thru corporate support allow each Hay Creek hotel management team to focus on customer service, sales & marketing initiatives and associate empowerment & training.

The system provides owners with live, real time financial reporting to ensure the property is operating and functioning as profitably as possible.

Hay Creek Teams

During the pre-opening period Hay Creek senior personnel will interview and select all key staff members and determine the preliminary makeup of the Union Hotel management team. Our approach to management and host associates allows each team member to “wear many different hats” therefore completely utilizing the teams skill set with cross training, which positively impacts service levels and the profitability of the operation.

The Hay Creek Centralized Services team incorporates the following:

- Accounting
 - ✓ Accounts Payable ✓ Payroll ✓ Treasury ✓ Financial Reporting ✓ Systems & Control ✓ Insurance ✓ IT
- Human Resources
 - ✓ HR Administration ✓ Recruitment ✓ Predictive Index ✓ HR Audits ✓ Benefits ✓ Training ✓ Loss Prevention ✓ HR Policies & Procedures
- Operations
 - ✓ Partnership Involvement ✓ Regional Mentoring ✓ Annual Planning ✓ Standards
- Sales & Marketing
 - ✓ Website Development ✓ Account Management Program

A final important factor in providing outstanding service at the Union Hotel is getting things “right from the start”. Hay Creek will develop a Critical Path document to provide overall guidance and key benchmark dates for the preparations necessary to affect a smooth grand opening. A draft copy will be circulated early in the process, allowing for adequate input from all key stakeholders. Not to pre-empt the publication of the critical path, but rather simply to clarify a few items by way of example:

- “Onboarding” all new personnel will be facilitated by our ability to train off-site at other existing Hay Creek properties and by the commonality of all our Hay Creek system components.
- At the start of the pre-opening period we will identify “Swat team” members from other Hay Creek Hotels, both to mentor Union Hotel Executive Committee members and to assist in training & supervising on-site activity.

Union Hotel – Flemington, New Jersey

Proposed Technical Services & Management Fees

➤ **Technical Services Fee**

A total fee of \$115,000 payable on a monthly basis for a period not to exceed 12 months

➤ **Management Term**

❖ **Term**

5 years with option to renew for additional 5 years

❖ **Management Fee**

Base Fee: 4% of Gross Revenue or minimum \$90,000 Annual Fee

Incentive Fee: 15% of Net Operating Income

Company Profile



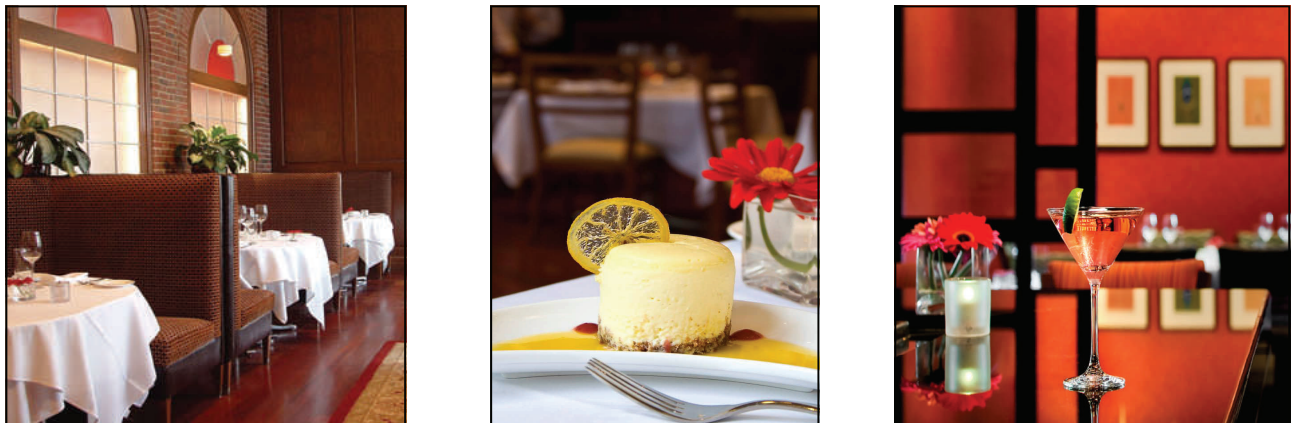
Founded in 2005 and deeply rooted in the hospitality industry, Hay Creek Hotels brings an exceptional range and depth of hotel management experience to the pursuit of a single core objective, the management of upscale independent inns, hotels and resorts. Unlike most third party hotel management companies that focus on large franchised hotels, Hay Creek is actively getting it done each day, through its growing collection of wonderful, upscale independent inns and hotels, each with a single mission to “Delight and Surprise” its guests and strategic partners.

The principals of Hay Creek are industry leaders with a breadth of domestic and international experience. Each a veteran of more than 30-years in the hospitality industry, all feature backgrounds with operating roles as General Managers of hotels and resorts, food & beverage management, hotel development and opening team leadership; in addition of course to extensive senior management responsibility for major hotel companies, renovation projects both large & small, marketing and branding, finance and asset management and the operation of destination spas and sports and golf facilities.

Hay Creek has incorporated all that it has learned about the operation of upscale independent hotels into our “Hay Creek Management System”, a set of proprietary web-based centralized service and operating system solutions that bring “leading edge” technology as utilized in the most prestigious hotel companies, to the service of upscale independent inns and hotels. Most small independent properties have historically done without the systems we provide that address a full, integrated spectrum including accounting, point-of-sale, human resource, payroll, forecasting, purchasing, and revenue management. Delivery of scale-appropriate centralized services allows our on-site hotel management to focus on direct sales and marketing activity, customer service and associate enrichment and training.



A final and perhaps surprisingly important point with the Hay Creek approach: the heart of each Hay Creek hotel is a free-standing signature restaurant and bar, carefully geared to the opportunity niche available in its marketplace. Our experience has found that a popular restaurant and bar is perhaps the key component of positioning a hotel in its marketplace for financial success.



The Hay Creek Management Team is led by Norman MacLeod, Charles Scott and Dean Andrews. Biographies for each Principal and the Hay Creek senior management personnel are described on the following pages.

Principals Biographies

Norman W. MacLeod: Hay Creek Hospitality President and CEO

Norman MacLeod founded Hay Creek Hospitality in April, 2005 and began to focus on the acquisition, renovation and repositioning of underperforming small, upscale independent hotels with the acquisition of The Centennial, an upscale boutique hotel in Concord, NH, in June 2006.

A hotelier for over 35 years, Mr. MacLeod has served in most hotel operational positions, including General Manager of some America's most prestigious hotels. He worked with Omni Hotels and Resorts in a variety of senior regional and corporate positions and thereafter was one of the original senior executives of the Starwood Hotels & Resorts team – most importantly taking the leadership role for its Westin Hotels & Resorts brand. With Westin, MacLeod was instrumental in repositioning the brand from a lightly regarded also-ran in the upscale segment to the most dominant brand in the industry (his team developed the “Heavenly Bed” and virtually revolutionized the product focus for the industry). He concluded his Starwood career as Executive Vice President of Sheraton Hotels and Resorts, with responsibility for Starwood's largest, most important brand. Under his leadership the Sheraton brand was dramatically re-positioned to make impressive gains in market share, guest satisfaction and development pipeline.

Charles W. Scott: Principal

Mr. Scott has been a hospitality leader for more than 35 years, initially in operating roles with upscale independent resort properties and later in a variety of management roles in a 15-year career with Omni Hotels & Resorts (a former Omni GM of the Year, Vice-President of Asset Management). Prior to joining Hay Creek in 2005, Scott was President of the U.S. hospitality investments for Spain's Barceló Hotels & Resorts (one of the world's largest hotel & travel companies with more than 230 hotels in 16 countries). With Barceló he was instrumental in developing its US presence from a single hotel to over 20 hotels and eventually to the acquisition of Crestline Hotels & Resorts (presently the 6th largest 3rd party management company in the U.S.).

A lifelong hotelier (he began at the age of 12 as a dishwasher at the Harborside Inn in Edgartown, Martha's Vineyard MA), he is a graduate of the Wharton School of Business at the University of Pennsylvania.

Dean P. Andrews: Principal

With more than 30 years of experience in the hospitality industry, Andrews' background in international hotel operations and development brings further depth to the Hay Creek organization.

Prior to joining Hay Creek in 2009, Andrews worked for 12 years with Orient-Express Hotels, Ltd., where he was the President of their properties in the North American Division. Part of the senior team that took the company public in 2000 he helped expand Orient-Express from eleven properties to over fifty today, establishing & operating upscale hotels and resorts in the US, Caribbean, French Polynesia and Mexico. Previously he worked as a regional Vice President with Omni Hotels, and early in his career with London-based Lex Hotels.

He has served on several industry and non-profit organizations' advisory boards and received an honorary doctorate from Johnson & Wales University for his role in defining and supporting their food and beverage apprenticeship programs. His Undergraduate studies were at the University of Colorado and Columbia University.

The Hay Creek Hotels Portfolio

Centennial Hotel – Concord, NH



32 Guestrooms
Full Service “Granite Restaurant”
1,785 Square Feet of Meeting/Catering Facilities

The Inn is located in the center of the New Hampshire state capital and less than one mile from St. Paul’s School

The Centennial Hotel was purchased in June 2006 by Hay Creek Hospitality and operated continuously by Hay Creek Management while undergoing renovation over the ensuing fall & winter, to complete in April 2007, less than a year after its acquisition.

Originally constructed in 1892, Hay Creek renovations have introduced a modern, urban-contemporary flair to a beautiful Queen Anne Victorian landmark, preserving its original architectural charms while introducing modern hotel amenities and conveniences to each of its 32 spacious guestrooms.



Many with features unique to the custom opportunities of an antique building, for example wonderful 3rd-floor ceiling lines, all-stone baths (some with multiple windows), turreted guestrooms with private porches. And every guestroom amenity expected in a world class hotel, from large desk/work areas to wonderful beds and bedding ensembles, hi-thread linens and plush terry, flat- screen HD TV's, ultra-high speed wireless and hard wired internet access. Even a mini bar stocked with locally focused refreshments.



The Inn is anchored by its Granite Restaurant & Bar, Concord's new and hugely popular dining alternative, with its New American Cuisine (a fusion of fresh local ingredients with a splash of Caribbean, Pacific Rim and Latino influences). Trip Advisor has weighed in on this Wine Spectator Award winner. Its popular wine list includes more than 100 selections, many by the glass or ½ glass.



***“Outrageously good food in an exceptional hotel”.... “A fantastic place....memorable.”
“Fabulous dining in Concord, NH”.... “An unexpected treat”
Trip Advisor.***

Exeter Inn - Exeter, New Hampshire



**46 Guest Rooms
Full Service "Epoch Restaurant"
3,400 Square Feet of Meeting/Function Space**

The Inn is located directly on the campus of Philips Exeter Academy

The 1930's era Exeter Inn was meticulously restored by Hay Creek to preserve the Inns historic grace while infusing a modern and more contemporary feel for today's discerning corporate and leisure travelers.

The lobby, public areas, lounge and restaurant were totally redesigned to offer an open and welcoming feel for visitors.

Each of the inn's forty six guest rooms offers complimentary wireless internet access, a thirty two inch flat panel LCD television, executive desk, a plush bed with exquisite linens and down comforter and a luxurious white-tile bathroom with a vessel sink and glass shower enclosure. From classic wallpaper and distinctive fabrics to custom furnishings, each room artfully reflects a different personality.



The Inns 3,400 square feet of function space features stylish furnishings and high tech amenities such as leather boardroom chairs and oversize flat panel LCD televisions. For business meetings, weddings and social gatherings for up to 200 people, the Exeter Inn is ideally suited to accommodate the most discriminate clientele.



Epoch Restaurant & Bar

As recognized in many print, online and television reviews, Epoch Restaurant & Bar provides an outstanding New England destination restaurant experience, for hotel guests and the local community alike. Local product is addressed with a simple, natural cooking style, to produce signature items like Corn Encrusted Lobster-Crab Cakes, Fennel Seared Chilean Sea Bass or succulent Hoisin-Grilled Nieman Farms Pork Chops.



"Everything was first class from the check-in to the accommodations, at the bar and good answers to any questions we had. We will always stay with you. Nice work and thanks for making our 50th reunion so special."

Philips Exeter Academy Alumnus

Epoch features more than 100 wines, many available by the glass, as well as a stylish menu of traditional and avant-garde cocktails. Hotel guests and local patrons have been surprised and delighted by the new look and feel of this historic landmark hotel.

Orchards Hotel - Williamstown, MA



49 Guest Rooms
Full Service "Gala Restaurant"
3,100 S.F. Meeting/Function Facilities

The Orchards Hotel is a short walk from the campus of Williams College

The Orchards Hotel is located just steps away from the prestigious campus of Williams College and the nationally renowned Clarke Art Institute. The Four Diamond rated Orchards Hotel consists of forty nine guest rooms and suites. Each guest room and suite provide the most discerning travelers with every amenity expected in a world class hotel, to include digital voice mail, complimentary high speed wireless internet access, a personal safe, LCD/HD television, MP3 player, and plush pillow top bed.

Many of the rooms and suites have in room fireplaces and mini-bars stocked with a surprising selection of refreshments. Most guest accommodations and public areas look out to a view of a meticulous English Garden, reflecting pool, ornamental trees and stunning statuary.





The critically acclaimed Four Diamond rated “Gala” restaurant and lounge features an award winning fusion of classic and contemporary cuisine.



“At The Orchards, lunch or dinner can be had alfresco at the edge of the courtyard garden. Or it can be taken in the elegant dining room. In that charming room, we succumbed to desserts that were delicious and addictive. The cuisine turned out by the Executive Chef is exceptional”. Gourmet Magazine.

Hay Creek Hospitality renovated the original dining room and bar to create Gala in 2007, the changes include a new look, new price structures, and new menus seasonally. The Restaurant & Bar has an extensive wine list from its own personal wine cellar which houses one of the finest collections in the area. The Orchards is the premium lodging and dining establishment in Williamstown and is the primary host to visitors of Williams College.



Wolfeboro Inn - Wolfeboro, NH



**44 Guest Rooms
Full Service “Wolf’s Tavern” Restaurant
4,000 Square Feet of Meeting/Function Facilities**

**The Inn is situated on the shore of Lake Winnepesaukee & less than one mile
away from Brewster Academy**

The historic Wolfeboro Inn is situated on the shores of Lake Winnepesaukee and a short walking distance to the center of Wolfeboro, which is widely recognized as “America’s Oldest Summer Resort Town”.

The upscale Inn and Tavern were meticulously restored in 2009 by Hay Creek Hospitality. All guest rooms, public areas, dining rooms, kitchen, exterior walkways and grounds were redesigned and updated to meet the expectations of discriminating guests and diners. The property consists of forty four guest rooms and suites, many with stunning lake views, the historic Wolfe’s Tavern restaurant and the 1812 dining room as well as a seasonal patio deck for casual dining and cocktails.



Private meeting facilities include a variety of settings accommodating small corporate conferences in the library to groups of 165 in the ballroom. During summer and fall guests can enjoy Lake Winnepesaukee aboard the Inn's own 70 foot paddle wheel replica boat "The Winnepesaukee Belle". The "Belle" is available for private functions, weddings, dinners and specialty charters.



Wolfe's Tavern is an authentic New England Tavern that dates back to 1812. Listed on the National Register of Historic Places, the Tavern provides a traditional and cozy atmosphere while offering an eclectic menu featuring meats, seafood and produce from nearby farms and the New Hampshire seacoast.



After extensive renovations and re-opening in 2009 the Tavern was named as one of "The Hottest New Restaurants" in the state by New Hampshire Magazine.

"I have stayed at the Wolfeboro Inn over the last three years because my son was a student at Brewster Academy. I was presently surprised; the new owners (Hay Creek) did a complete makeover. The rooms are totally redone with attractive carpet; flat screen TV's, new beds with high quality sheets and down comforters. An amazing transformation!"
Trip Advisor.

The Ethan Allen Hotel - Danbury, Connecticut



196 Guest Rooms
Full Service "Fairfield's Restaurant"
15,000 Square Feet of Meeting/Function Facilities

The hotel is situated on the grounds of Ethan Allen Global Corporation

The Ethan Allen Hotel offers 195 elegant rooms and suites. The hotel offers the attentive service, quality cuisine of a boutique hotel with the high-tech sophistication of a large conference center.

Fairfield's Restaurant and lounge is a favorite of area residents since 1974. Fairfield's offers upscale eclectic dining in an elegant yet relaxed and casual atmosphere in the main dining room or a retreat to the sun-drenched solarium - perfect for enjoying the award-winning Sunday brunch, breakfast or dinner while admiring the afternoon sunset.



Original but classic cuisines utilizing fresh local ingredients are prepared by the expert culinary team, and served by attentive and friendly host associates. Fairfield's Restaurant also boasts a large selection of fine wine from regions of the world offered by the bottle or by the glass. Menus are complemented by an extensive International wine list from our private cellar.

Fairfield's Lounge features a mix of comfortable dining tables and lounge seating with a casual, upscale atmosphere with large LCD, HDTV's.



“Helped make our wedding perfect”

“We used the Ethan Allen Hotel to host our wedding block and post-wedding brunch and they were excellent on both counts. They accommodated our 80-plus guests, provided information regarding shuttles, distributed gift bags, and offered a great spread for breakfast the next morning.

They worked with us every step of the way to make sure our guests and us had just what we needed to celebrate our special day”.

Trip Advisor

The Ethan Allen Hotel is conveniently located midway between Hartford and New York City, the hotel offers over 15,000 square feet of versatile, elegantly appointed space to accommodate a wide range of meetings, conferences, retreats, weddings and seminars.

**The Roundhouse at Beacon Falls Hotel
Beacon, New York**



**56 Guest Rooms
Full Service Riverside Restaurant, Lounge & Outdoor Patio
7,500 S.F of Meeting Facilities**

The premiere boutique hotel will offer 56 thoughtfully appointed hotel rooms, designed by award-winning architecture and design firm Rockwell Group, whose work includes the W New York Union Square, Canyon Ranch Hotel & Spa in Miami Beach, and The Cosmopolitan of Las Vegas, among others.

The hotel will consist of three buildings: The Roundhouse and The Mill (two historic mill buildings joined together). The Roundhouse features 14 rooms, including two penthouse suites with private roof decks providing stunning views of Fishkill Creek and Beacon Falls. The Mill has 42 rooms with one-of-a kind views of both Beacon Falls and Mount Beacon.



The Roundhouse restaurant will serve a locally inspired, seasonal menu, craft beer, and artisanal cocktails. Guests will enjoy stunning waterfall views through floor-to-ceiling windows in the spacious dining room. The restaurant provides a gorgeous setting for enjoying an exceptional meal or distinctive cocktail.



“FANTASTIC! The views are as superb as the food & drinks! Service was excellent as well; we’ll be back soon...”

Facebook.

The beautifully designed event space, The Waterfall Room, opens up to a wraparound terrace and will become a one-of-a-kind setting to host weddings, corporate events and special occasions.

The Gallery, a mezzanine space atop The Waterfall Room, will be a perfect spot for a pre-event cocktail hour.

The private dining room, located in The Roundhouse building, will offer an intimate setting for post-wedding day brunch, business luncheons and dinners as well as private parties.



**Eagle Mountain House
Jackson, New Hampshire**



**94 Guest Rooms
Highlands Restaurant
Eagle Landing Tavern
5,000 S.F. Meeting & Function Facilities**

The latest addition to the Hay Creek portfolio; originally built in 1897, the Eagle Mountain House is listed on the National Trust for Historic Preservation and is a proud member of Historic Hotels of America. The property is scheduled to receive a multi-million dollar renovation and re-positioning over the next 36 months.

The Eagle Mountain House enjoys panoramic views of the White Mountains and has been operating as a hotel since 1879. The property offers 94 guest rooms and suites along with Highlands Restaurant, the Eagle Landing Tavern and a beautiful 280 foot wrap around veranda that overlooks the Wildcat River.

The hotel is a popular wedding, function and corporate meeting destination, featuring over 5,000 square feet of meeting space and an historic Carriage House meeting facility that has spectacular mountain views.



"Last Saturday, my family and I went to the Eagle Mountain House and it was an ideal evening. The view from our table was breathtaking. When the waitress brought us freshly baked rolls, they smelled so delicious. The fresh salmon was the best I have tasted in a long time. The lovely background music from the piano sounded so soothing. I felt like life couldn't get better than this!"

Trip Advisor

Guests enjoy the USGA rated mountain side golf course in the warmer months and in winter season can ski the 194 km's of groomed cross country ski trails or alpine skiing at Bretton Woods, Wildcat, Black and Attitash Mountains.

Hay Creek Hotels Pending Projects

The Balsams Grand Resort Hotel - Dixville Notch, NH



143 Guest Rooms
Upscale and Casual Dining Restaurants
Conference and Meeting Facilities
18 Hole Donald Ross Championship Golf Course
9 Hole Practice Golf Course
On-site Alpine Ski Area
Nordic Ski Trails

The iconic national historic landmark Balsams Grand Resort Hotel is located in Dixville Notch, New Hampshire. Originally opened in 1895 the property covers 15,000 acres and is surrounded by sheer 800 foot cliffs. The Resort features 95 kilometers of cross-country ski trails, an alpine ski area with 16 trails. There is also a 9-hole practice golf course and an 18-hole championship course called "Panorama" which was designed by the renowned Donald Ross.

A recognized historic treasure, the Balsams is listed on the U.S. National Register of Historic Places and is known as the "First in the Nation" to cast ballots in the New Hampshire Primary for the Presidential race, a tradition that began in 1960.



The Balsams - Circa 1915

Following an extensive \$24 million dollar restoration the Balsams Grand Resort Hotel is scheduled to re-open in July of 2013. Hay Creek Hotels will become only the 8th company to proudly manage the ongoing legacy of this iconic national landmark in its long history as a destination resort hotel.



The Simsbury 1820 Inn



34 Guest Rooms
Full Service "Eaglewood Restaurant"
Meeting and Banquet facilities

The Inn is located in Downtown Simsbury near several private schools and corporate headquarters

Listed on the national Register of Historic Places, the Simsbury 1820 Inn is located in the heart of Simsbury. The Inn was purchased by Hay Creek Hotels in 2012 and is in the process of a contemporizing renovation.

Upon completion the Inn will re-open as a dramatically repositioned small upscale hotel and destination signature restaurant. Each of its distinctive 34 guest rooms will have all of the modern amenities found in the finest hotels worldwide, but will retain the historic character of the exiting circa 1820 building.

The Eaglewood Restaurant will feature a Chef's signature farm to table menu utilizing only the freshest ingredients from the best local Connecticut farms. The bar is surrounded by exposed brick and historic archways dating back to 1820. Wines will be a featured attraction, with well over 100 varieties available by the bottle or glass.



Weddings, corporate functions and social occasions will be characterized by the historic setting, however enjoyed with high back leather boardroom seating, stylish furnishings and lighting, oversize flat panel LCD televisions and state of the art communication technology. All catered by highly trained, personable associates with award winning menus and beverage selections.



...if our hotels, restaurants & great people don't catch your eye, maybe our growing list of accolades will?



THE EXETER INN

2012 Trip Advisor Certificate of Excellence
2012 Winner of Destination Guides "Best Hotel Group in New England"
2012 Brides Choice, Wedding Wire
2011-2012 Best of Brides Award, the Knot
2011 New Hampshire Magazine, Winner 7th Annual Chocolate Challenge
2010 Portsmouth Chowder Fest 2nd place "Lobster chowder"
2010 TV Diners Highest Award-The Platinum Plate
2009 "Best Historic Threesome" (Centennial Inn, Exeter Inn, Wolfeboro Inn), New Hampshire Magazine
2009-2011 Wine Spectator Award of Excellence
2009 Best of New Hampshire "Best Oyster Shooter", Taste of the Seacoast Magazine
2008 Voted 'Hot New Restaurants', New Hampshire Magazine
2008 Best of New Hampshire Dessert, New Hampshire Magazine



The Centennial™

2012 Wine Spectator Award of Excellence – 4th Consecutive Year!
2012 Trip Advisor Certificate of Excellence
2012 Winner of Destination Guides "Best Hotel Group in New England"
2012 "Best Hotel/Inn in Capital Area", 1st place, Concord Insider
2012 "Most Romantic Restaurant Capital Area", 2nd place, Concord Insider
2012 "Best Restaurant in the Capital Area", 3rd place, Concord Insider
2012 "Best Breakfast", New Hampshire Magazine
2011 TV Diner Gold Plate Award
2011 Best Fine Dining Restaurant in Concord, Hippo
2011 "Best of New England" - Best Capital Stopover, Yankee Magazine
2010 "Best of New Hampshire", Best Shellfish Appetizer, New Hampshire Magazine
2010 2011 – Hippo "Best Of" – Best Menu of Small Plates
2009 "Best Historic Threesome" (Centennial Inn, Exeter Inn, Wolfeboro Inn), New Hampshire Magazine
2008 "Best Bars" Granite Restaurant & Bar
2008 - 2012 Wine Spectator Award of Excellence
2007 "Hot New Restaurants", New Hampshire Magazine



2011-2012 CMUS, "Talk of the town award" for excellence in customer satisfaction
2012 Wolfeboro Award Program, "Best of Wolfeboro"
2012 Wedding Wire rated
2012 Trip Advisor Certificate of Excellence
2012 Real Wedding/locations with "WOW", New Hampshire Magazine
2012 Winner of Destination Guides "Best Hotel Group in New England"
2012 Cuisine Places to go for Brunch, New Hampshire Magazine
2011 CMUS, "Talk of the town award" for excellence in customer satisfaction
2010-2011 Best of Brides Award, the Knot
2010 Wolfeboro Chili Cook-off, 1st Place
2009 "Best Historic Threesome", (Centennial Inn, Exeter Inn, Wolfeboro Inn), New Hampshire Magazine
2009 "Hot New Restaurants", New Hampshire Magazine
2009 "Golden Trowel Award – Commercial" Renovation & Beautification Recognition



ETHAN ALLEN™ HOTEL

2012 Winner of Destination Guides "Best Hotel Group in New England"
2012 Brides Choice Award, Wedding Wire
2012 Danbury Soup Fest, 1st place
2011 Danbury Soup Fest, 2nd place
2010 Danbury Soup Fest, 1st place
2009 Best Sunday Brunch Danbury News-Times Reader Poll
2007 Best of Brides Award, the Knot



2012 Trip Advisor Certificate of Excellence
2012 Winner of Destination Guides "Best Hotel Group in New England"
2011 Best Dessert "Fork It Over"
2010-2012 Wedding Wire Brides Choice Award
1986-2012 AAA four-diamond award

A Passion for Small Independent Hotels, Inns and Resorts



2012
Hay Creek Hotels – List of References

Owners of Ethan Allen Hotel:

Corey Whitley
Executive Vice President
Ethan Allen Global
Email - CWhitely@ethanalleninc.com
Phone - (203) 743-8517

Joint Venture Partners in Centennial Hotel, Wolfeboro Inn & Orchards Hotel:

Jamie Adams
Vice President – US Real Estate
The Carlyle Group
Email - Jamie.Adams@carlyle.com
Phone - (202) 729-5948

Owner of Eagle Mountain House:

George Heaton
President
The Heaton Companies
Phone: (561) 833-5500
Email - george@heatoncompanies.com

Exhibit C

Jarmel Kizel Proposal, Company Profile, Experience
& References



Proposal To
Cirquell, LLC
For
Architectural and Engineering Services
for the Historic Restoration and Expansion of the
The Union Hotel
70—74 Main Street
Flemington, NJ



Presented By
Jarmel Kizel Architects and Engineers, Inc.

Proposal Number: 12018- A
January 27, 2012
Revised: September 26, 2012

ARCHITECTURE
ENGINEERING
SPACE PLANNING
INTERIOR DESIGN
IMPLEMENTATION SERVICES

PRINCIPALS
MARVIN JARMEL, IIDA
MATTHEW B. JARMEL, AIA, MBA
IRWIN H. KIZEL, AIA, PP
RICHARD A. JARMEL, PE

NJ STATE BOARD OF
ARCHITECTS CERTIFICATE OF
AUTHORIZATION NUMBER 161

NJ STATE BOARD OF
PROFESSIONAL ENGINEERS
AND LAND SURVEYORS
CERTIFICATE OF
AUTHORIZATION NUMBER
GA278177

42 Okner Parkway
Livingston, NJ 07039

TEL: (973) 994-9669
FAX: (973) 994-4069

www.jarmelkizel.com



ARCHITECTURE
ENGINEERING
SPACE PLANNING
INTERIOR DESIGN
IMPLEMENTATION SERVICES

PRINCIPALS
MARVIN JARMEL, IIDA
MATTHEW B. JARMEL, AIA, MBA
IRWIN H. KIZEL, AIA, PP
RICHARD A. JARMEL, PE

NJ STATE BOARD OF
ARCHITECTS CERTIFICATE OF
AUTHORIZATION NUMBER 161

NJ STATE BOARD OF
PROFESSIONAL ENGINEERS
AND LAND SURVEYORS
CERTIFICATE OF
AUTHORIZATION NUMBER
GA278177

42 Okner Parkway
Livingston, NJ 07039

TEL: (973) 994-9669
FAX: (973) 994-4069

www.jarmelkizel.com

January 27, 2012/Revised September 26, 2012

Joseph LoPiccolo
Cirquell, LLC
18 Casper Berger Road
Whitehouse Station, NJ 08889

**Re: Architecture and Engineering Services for the Historic Restoration
and Expansion of The Union Hotel
70—74 Main Street, Flemington, NJ
Jarmel Kizel Proposal Number: 12018**

Dear Joe,

Jarmel Kizel Architects and Engineers, Inc. (Jarmel Kizel) is pleased to submit the following proposal to Cirquell, LLC (Cirquell) for architectural and engineering services related to the historic restoration and expansion of the Union Hotel in Flemington, NJ. Our design team shares your passion and vision for restoring The Union Hotel as an intimate boutique inn and catering facility with historic registration.

We are confident that our team possesses all of the skills necessary to guide you through the land entitlement, design, historic registration, and construction phases of the project. We will be sensitive to the historic character of the building and neighborhood, and also will work with you to create a facility that is both functional and economically viable. Some highlights of our team include:

- Jarmel Kizel is a full-service architectural and engineering firm. All services including architectural, interior design, civil, structural, mechanical, electrical, plumbing and fire protection engineering are provided in-house, and provide you with a single point of contact ensuring seamless coordination between all disciplines.
- Jarmel Kizel will be retaining David Abramson, AIA of CTS Architects as our historic consultant. Jarmel Kizel has a proven track record working with Mr. Abramson and he is an expert in historic renovation/restoration with a strong working knowledge of the registration and historic tax credit process.
- Matthew B. Jarmel, AIA, MBA will act as the principal in charge of the project and manage the firm's design efforts. Mr. Jarmel is a true general practitioner of the architectural trade, and has extensive design experience and is considered an expert on land entitlement strategy, as well as the restoration and renovation of older buildings.

We greatly appreciate the opportunity to be an integral part of your development team and hope that after reviewing our proposal you will agree that Jarmel Kizel is well suited to work with you and your partners. Thank you again for your consideration:

Very Truly Yours,

Jarmel Kizel Architects and Engineers, Inc.

Matthew B. Jarmel, AIA, MBA
Principal

Table of Contents

- I. Project Description
 - a. History
 - b. Development Team and Vision
 - c. Project Design Parameters
- II. Services to be Provided
 - a. Existing Condition Surveys
 - i. Boundary and Topographical Survey
 - ii. Building Survey and Existing Condition Drawings
 - iii. Geotechnical Survey
 - b. Schematic Design
 - i. Schematic Site Plan
 - ii. Building Plans and Elevations
 - iii. Coordination with Historic Preservation Consultant
 - c. Land Entitlements and Site Plan Approvals
 - i. Site Plan Documents Civil Engineering
 - ii. Storm Water Management Report
 - iii. Permitting
 - 1. Flemington Planning Board
 - 2. Hunterdon County
 - 3. Hunterdon County Municipal Utility Authority
 - 4. Hunterdon Soils Conservation District
 - iv. Expert Testimony and Land Entitlement Strategy
 - v. Site Plan Revisions
 - vi. Resolution Compliance
 - d. Building Design
 - i. Design Development
 - ii. Interior Design
 - iii. Construction Documents
 - 1. Architectural
 - 2. Structural Engineering
 - 3. Mechanical, Electrical, Plumbing and Fire Protection
 - e. Services During Construction
 - i. Bidding
 - ii. Construction Contract Administration
- III. Business Terms
 - a. Professional Fee
 - b. Reimbursable Expenses
 - c. Additional Services
 - d. Terms
 - e. Agreement
- IV. Jarmel Kizel Credentials
 - a. Firm History
 - b. Firm Profile
 - c. Relevant Project Experience
 - d. References
- V. CTS Group Credentials
 - a. Firm Profile
 - b. Relevant Project Experience



I. Project Description

History

The Union Hotel dates back to 1814, when Neil Hart constructed the first structure on the property and operated it as the Hart Union Hotel. It served stage coach travelers to and from Flemington, the county seat of Hunterdon County, NJ. When Neil Hart died in 1838, his son Maholn purchased the hotel and later sold it to Charles Bartles, Alexander Bonnbll and Judiah Higgins, who changed the name to The Union Hotel. George and Catherine Crater bought the hotel thereafter and catered to Union recruits during the Civil War. In 1862, the original structure was significantly damaged by fire and the building was reconstructed in its present form.

The present structure includes 52 hotel rooms and sits on Main Street right in the heart of the Flemington Historic District. The building's architectural features seen in the mansard roof, gingerbread trim and pillared loggia represent elements of both the Stick-Eastlake and Queen Anne periods of the American Victorian era. These elements provide an elegant focal point within Flemington making The Union Hotel a building of historic significance within the district.

The Union hotel sits directly across the street from the historically registered Hunterdon County Courthouse. The courthouse is historically significant for both its architecture, as well as its recognition for the setting of the Lindbergh trials, for what has come to be known as "The Crime of the Century." In this famous case, Bruno Hauptmann was tried in January and February of 1935 for the kidnap and murder of Charles Lindbergh's baby son. Hauptmann was convicted and sentenced to death. He was executed on April 3, 1936 in what is now Trenton State Prison.

During the trial, The Union Hotel played host to the media, which covered the trial and served as the press' communication center. The courthouse provided the drama, but the "Flemington dateline" that appeared in every daily newspaper and on every radio broadcast across the nation and Europe, originated at the Union Hotel.



Also contributing to the building's historic significance are the murals painted on the walls of the lobby. The murals depict early American life and historical scenes of the Flemington area.

The murals were painted by two local artists from Kingwood, NJ, Carl Ritz and Kurt Wiese. Kurt Wiese was an internationally recognized children's author and illustrator. Some of his famed illustrations can be seen in such works as *Bambi* and *Pinocchio*.

Our design team possesses the qualifications to develop specifications to restore these murals.

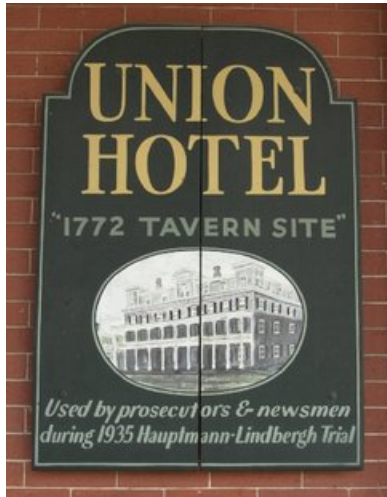
The building operated as a hotel up until about 20 or 30 years ago, when the upper floors were then sealed off, leaving only a bar and restaurant in operation on the first floor. The restaurant closed in 2008.

The story of the Union Hotel would not be complete if it was not mentioned that the building is allegedly haunted. Tales of encounters with the supernatural include a bar bouncer who claims to have seen a pair of dismembered children's black patent leather shoes walking up the stairs, a waitress who claims to have heard children singing, a waiter who claims to have seen a child dancing in the dining room, and many have reported seeing a ghostly presence in the window of the third floor.

Redevelopment Team and Vision

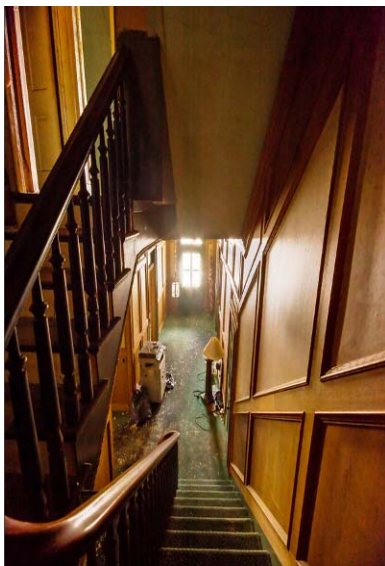
The next chapter in the life of the Union Hotel proposes to be as exciting and as significant as its past. The redevelopment team includes Joe LoPiccolo. Mr. LoPiccolo has successfully completed the restoration of several historic buildings and is both a developer and a craftsman.

The redevelopment team proposes to restore and expand the Union Hotel creating a world-class destination with flair from the building's most significant historic period of the 1930s. Their plans include the creation of a catering facility, restaurant, retail shops, conferencing suites, a spa, a museum, and renovation of the hotel room layout to accommodate 30 modern hotel rooms.



The project program, which is subject to adjustment as the project develops, includes the following:

- The building's existing 52 rooms will be renovated into approximately 30 boutique historic hotel rooms and suites.
- *The Grand Ballroom at The Union Hotel* will serve the Hunterdon County region with conference and catering facilities and include seating for up to 300 people. Meetings rooms will be constructed for business use. They will each seat 15 to 30 and include video conferencing facilities, wireless internet and state-of-the-art audio/visual facilities. This function is anticipated to be housed in a building addition, and creation of a second floor above the existing single-story section of the building is anticipated.
- *The Charles Restaurant* will be a classic American steakhouse with an international flare, seating up to 85 guests. A live pianist will fill the restaurant daily with music from the 1930s jazz era. It will include outdoor porch dining.
- *The Pub* will be a casual restaurant and bar seating up to 100 persons. It will feature a casual menu and additional outside porch dining. There will be weekly classy entertainment featuring some of today's most talented musicians, jazz and blues artists, comedians, and bands.
- *The Union Club of Flemington* will be a member only club including a private dining experience and wine cellar. The Club will feature a meeting room for up to 30 persons, select entertainment, and a game and smoke room including cigar lockers
- *The Flemington Walls of Fame* will be a reading lounge and feature the Charles Lindbergh life and legacy, and also will honor Flemington individuals of noteworthy achievements
- *Retail Shops and Independent Retailers* will be sought. Proposed businesses include wines, spirits, smokes & gift shops and a barber shop themed to the 20s and 30s era
- *The Spa* at the Union Hotel will be optional to the program



The above renovations and additions are anticipated to encompass approximately 35,000 – 45,000 square feet between the existing and proposed structure, plus a parking lot.

Project Design Parameters

The proposed site encompasses Lot 4 Block 22 in Flemington, NJ. The site area is approximately .62 acres in area. The Union Hotel fronts Main Street. The property directly behind the Union Hotel also is part of the proposed development. The Flemington Furs Company has easement rights to this parcel. This parcel fronts Spring Street and includes a parking lot of 47 parking spaces and trash facilities for the Flemington Furs Company. This property is approximately .49 acres in area and the two lots combined equate to 1.11 acres. Cirquell will be allowed to utilize the lot after business hours and minor improvements are anticipated.

The existing building includes a basement, three floors and an unfinished attic. The building is wood framed with exterior masonry walls in the front portion of the building. This masonry section has dimensions of approximately 45' x 100'. It is three stories in height with the mansard roof defining a fourth level at the unfinished attic. The rear portion of the first floor includes former dining and kitchen areas. The exterior portions of this area of the building are shingled. There also is a small second and third floor southern leg to the building. This leg has dimensions of approximately 25' x 50' and the exterior portions of this section of the building are shingled. This leg includes guest rooms. There is a change in floor elevation from the main building elements. There is concern over the structural stability of this leg of the building. Jarmel Kizel will evaluate restoring and repairing this section of the building and/or demolishing and replacing it with a new structure tied into the proposed second floor ballroom. The building floor areas are estimated as follows:

Basement	8,600 sf
First Floor	8,600 sf
Second Floor	5,700 sf
Third Floor	5,700 sf
Attic	4,500 sf
Total	33,100 sf

At this time it is not clear what portions of the Union Hotel will be required to be historically protected in order for the building to achieve historic registration. Similarly, it is not clear at this time which portions of the building maybe in a state of total disrepair and may require demolition. It is anticipated that the front three-story masonry section will be salvaged along with portions of the first floor containing the Ritz and Weise Murals.

The development team proposes to enhance the historic landmark status of the building by registering the building itself, which is only currently within a historic district. The building will be eligible to earn historic tax credits which the developer may seek approval for and, if obtained, proposes to sell and utilize the funds towards financing the construction of the building. The process of obtaining historic tax credits will require the skills of a historic preservation firm with experience in the process. Although our team has experience with the three-part application process, typically an independent consultant is retained directly by the owner. This consultant will work with the owners and their accounting and legal teams in filing and tracking the application. The process includes the following three steps that need to be achieved on both State and Federal levels.

- **Part 1:** Evaluation of the significance of the building. Because the Union Hotel already sits within a historic district and is named as a building of significance, Part 1 should be relatively easy to accomplish.
- **Part 2:** Review of the rehabilitation work. It is during this phase of work where the existing conditions of the building, along with the schematic drawings of the proposed renovation and addition, will be presented for review and approval. During this phase of work, the historic preservation firm will work closely with the design team to coordinate the application and negotiate what elements of the building will be restored with the state office of historic preservation and the National Parks Service. At the completion of this phase, the park service will issue a preliminary decision approving the work.
- **Part 3:** Request for certification of completed work. Upon completion of the project and restoration work the National Parks Service will inspect the work and confirm that it was completed in accordance with the Part 2 approval. If it has, they will approve the project as a “Certified Rehabilitation” making it eligible for the tax credit.

The following proposal has been prepared at the request of Cirquell Development and includes architectural and engineering services formatted to assist the client in designing the building and site, obtaining site plan approvals, achieving historic registration and constructing the project.

II. Services to be Provided

Existing Condition Survey

The project will commence with a detail survey of existing site and building conditions. Jarmel Kizel will develop a boundary and topographical survey of the site and existing condition drawings of the building. Our geotechnical consultant will test soil conditions to confirm that it is suitable to support building foundations.

Boundary and Topographical Survey

In order to perform our design and for the purposes of submission to agencies, we will perform a boundary and topographic survey of the property. The said survey will include exterior conditions up to the limits of the subject property's boundary lines and additional information along the fronting streets. Jarmel Kizel shall furnish a survey prepared under the direction of a New Jersey licensed land surveyor in accordance with N.J.A.C. 13:40-5.1 requirements including the following:

A boundary survey will be prepared based on the record title documents along with other pertinent survey information provided to us. In order to assess the site's boundaries, we will require a current and complete title report (60-year history) of the subject property and current deeds of all adjoining properties. We assume that your office (or your title company) will provide the title documents as well as any additional survey-related information associated with the subject property. If you are unable to provide these documents, we can make arrangements to obtain them at an addition expense. The survey will include property lines, easements and lease lines of record as disclosed to us or obtained by our office. A legal description of the property will be provided either as a part of the survey map or as a separate attachment.

Existing topography will be depicted on the survey map with a 25-foot overlap onto adjacent properties, if accessible. The areas within the fronting streets will also be included for design purposes. The topography will include one-foot contours, spot elevations and above-ground physical features. Elevations will be referenced to an established datum.

The survey will include utilities obtained from supplied mapping and visible features. These utilities include storm sewer, sanitary sewer, water, gas, communication and electric systems. The utility information shall be obtained from locating visible surface features and mark-outs by "Call before You Dig." Overhead wires may not be distinguished by cable type (i.e.: fiber optic, coax cable or electric) unless clearly labeled in the field or provided to us.

Building Survey and Existing Condition Drawings

Representatives of Jarmel Kizel's architectural and engineering staff along with our historic consultant will visit the site and perform a field survey. Our survey will include, but not be limited to, the following:

- Measuring and locating all existing architectural elements such as walls, doors, ceilings, etc. We will utilize 3D Laser Scanning (3DLS) technology to develop existing conditions evaluations. The exterior of the building will be scanned and then transformed into CAD drawings. These scans will become a valuable tool in documenting the historic architectural elements of the façade, along with developing specifications for repair and replacement of these elements.
- Locating and documenting existing HVAC, Electrical, Plumbing and Gas fixtures and services.
- Examination of the building's roof Determination of existing utilities (gas, electric, water) available for occupancy.
- Detail survey of building façade / elevations and exterior windows and doors. Our historic renovation consultant will take a detailed inventory of key architectural features such as doors and windows. State and Federal historic Preservations agencies are very adamant about salvaging and repairing these elements of fenestration.
- Photographs of key historical architectural elements such as but not limited to brick, windows, façade, stairs, murals, etc. will be taken.

Our field notes will be documented by developing existing condition drawings. Our drawings will be developed in AutoCAD. Plans will be prepared for the basement, first, second, third and attic levels. Building elevations will be drawn for each face of the building. These existing condition drawings along with the site survey will be utilized as base sheets for the development of schematic designs.

At this phase of the project it is anticipated that the owner's historic preservation consultant will arrange a meeting with both State and Federal agencies at the building to tour the facility and discuss the historic importance of variance elements of the building. Jarmel Kizel will attend this meeting along with our historic consultant and assist the historic preservationist with the processing of the Part 1 application.

Geotechnical Survey

Jarmel Kizel will retain the services of a geotechnical engineering subconsultant to perform a geotechnical investigation of the site. The purpose of the investigation is to explore the subsurface soil and ground water conditions within the proposed construction areas and provide design and construction recommendations for the proposed building, retaining walls and foundations considering the anticipated construction and encountered subsurface conditions.

The field investigation will consist of retaining a drilling contractor to drill three soil borings to the depth of 25 feet (or refusal if encountered at a shallower depth) below the ground surface and excavating a series of test pits. The borings and test pits will be observed by a geotechnical engineer who will be on site during the investigation. Drilling and standard penetration test sampling procedures will be accomplished in accordance with ASTM D1586 procedures, with sampling done continuously in the upper 10 feet and at 5 foot intervals thereafter. Ground water levels will be recorded when first observed and upon completion of each boring and test pit. The borings and test pits will be backfilled with the excavated materials upon completion. Borings located within pavement areas will be patched with asphalted concrete cold-patch.

Our consultant will perform the requisite “Call-Before-You-Dig” for subsurface utility mark-outs and review any on-site subsurface utility drawings that the client can provide. The “One-Call” mark-out typically locates utilities in public areas and does not extend onto private property. Our consultants will take every effort to lay out and complete the investigation at locations that do not conflict with subsurface utilities based upon available information. Please note that neither our firm nor our consultant and its subcontractors will be held responsible in any way should existing utilities be damaged or other property be damaged as a result of the field work, nor can either party be responsible for the cost and repair of such damage.

Material samples will be delivered to our consultant’s geotechnical laboratory for confirmation of field classifications. It is anticipated that the following tests will be performed on the soil: natural water content and Waterberg limit determinations on selected cohesive soil samples, and grain size testing on selected granular soil samples.

Upon completion of the subsurface investigation and laboratory testing, our consultant will prepare a geotechnical letter report summarizing its findings. The report will make recommendations regarding site preparation and foundation support for the proposed building and additions.

Schematic Design

The schematic design phase will include the development of a schematic site plan along with schematic plans and elevations for the existing and new building. The architectural and engineering team will also work with the client's historic preservationist to develop the Part II application.

Schematic Site Plan

Jarmel Kizel will utilize the boundary and topographic survey in order to develop a schematic plan with the coordination of our architectural department. The plan will depict the proposed improvements overlaid into the record mapping conditions. This will include locating the existing building, documenting areas of the existing building to be demolished and a new addition. The plan will include bulk statistics and parking tables for the proposed layout.

During this phase of the project, Jarmel Kizel will coordinate with the utility service providers on utility availability for the site. In addition, we will request record mapping through an OPRA request to the municipality to obtain record information that may be helpful for our design.

Schematic Design

Jarmel Kizel will develop schematic documents for the building. Documents may include the following:

- Schematic Floor Plans of the existing and new building
- Building Elevations of existing and new sections of the building

The above documents will be coordinated with the Civil Engineering documents prepared by our office to form a comprehensive schematic design package. A construction budget will also be developed at this phase of work.

Working closely with the historic preservation consultant Jarmel Kizel will assist with the development of the Part II application and work with the preservation consultant in presenting the application to State and Federal agencies. The schematic design will be adjusted as maybe required to obtain a Part II approval. If required more detailed drawings of building elements requiring restoration will be documented and this work will be billed and logged to the design development phase of work.

It is anticipated that the architectural schematic design documents will be combined with the civil engineering site documents, further described under the "Land Entitlements and Site Plan Approvals" section of this proposal to form a comprehensive application for site plan approval from Flemington. Jarmel Kizel will assist in the filing of site plan applications. Jarmel Kizel will also work with the client and the development team to form a comprehensive strategy for presenting the proposed development to the planning or zoning board. Professionals from our firm will be available to testify as expert witnesses in support of the application.

Land Entitlements and Site Plan Approvals

Site Plan Documents Civil Engineering

Once an agreed-to site layout and building concept have been prepared and approved by the client, Jarmel Kizel will prepare a set of site plan drawings for the purposes of submission to regulatory agencies. Based on our past experience with similar projects in this area, we anticipate the preparation of the following documents:

- Cover Sheet. This plan depicts the general site location and information, select contacts associated with the site, list of owners within 200 feet of the site, notes and an index of the drawings.
- Site Plan depicting the proposed improvements such as the building addition(s), structures, surface improvements, setbacks, buffers and dimensions of the same in relation to the lot lines. The plan would include zoning and parking schedules, general notes, parking statistics, striping, signage and general planimetrics;
- Grading and Drainage Plan. This plan would depict the proposed storm sewer system information such as pipe size, slopes, material, structure types, connection points, detailed notes and information for construction, surface grades and slopes, storm water management systems and detailed construction notes and information.
- Utility Plan. This plan would depict proposed utility information such as pipe size, slopes, material, structure types, connection points, detailed notes and information for construction of the sanitary sewer and water systems, as well as design layout of electric lines, gas lines, cable tv and communication lines;
- Soil Erosion and Sediment Control Plan. This plan would depict erosion controls such as a stabilized construction entrance, silt fence, inlet filters, by-pass swales, hay bales for runoff filtering, sequence of construction tables, staging areas, general notes, information and details for the contractor to implement during construction.
- Lighting Plan depicting the light pole location, size, fixture and footing detail, photometric lighting patterns, light fixture schedule, statistics, information and notes.
- Landscape Plan depicting proposed trees, shrubs, groundcover, tree protection details, planting details, landscape schedules, statistics, information and notes;
- Site Details depicting additional specific detail of specific improvements such as pavement, curb, fences, striping, signage, utility structures, freestanding signs, construction details, connections, etc.
- The above-listed plans will be prepared in order to meet municipal completeness standards. Information requested beyond this can be addressed under a separate task.

Storm water Management Reports

A storm water management "SWM" report will be prepared. The report will include maps and calculations to substantiate the design indicated on the development plans. This report is an assessment of storm water runoff, water quality, groundwater recharge and pipe conveyance. Water quality design is not included since we assume the net increase in impervious surface will be less than 0.25 acres. Further, we assume the proposed improvements will be in areas that are already developed and/or impervious. Consequently, the need for design of new groundwater recharge facilities is not anticipated. The report will include storm water conveyance calculations for the piping systems anticipated for storm water. Water quantity (i.e. volume and runoff rate) shall be addressed with the expectation that no volume or rate increase will occur since the site is already fully-developed.

Since less than one acre of disturbance is anticipated, a storm water pollution prevention plan "SWPPP" is not included. If this conditions changes and more than one acre of disturbance is proposed, we will prepare a scope of work and budget to address this additional service.

The storm water management report will be prepared by a licensed professional engineer and include sufficient detail and calculations for submission to the municipality, county soil conservation district or state DEP, if necessary.

Permitting

This project will require approvals from the following agencies. This list may expand as the project develops. Jarmel Kizel will assist the client and its attorney in preparing these applications.

Flemington Planning Board

The project will require preliminary and final site plan approval from Flemington's Planning Board. This task includes our submission of plans, calculations, zoning code review and applications in accordance with the township's checklist requirements.

Hunterdon County Planning Board

We expect that the project will require approval from the county planning board. Plans, calculations and applications will be included in the submission to the county in accordance with their checklist requirements.

Hunterdon County Municipal Utility Authority

The sewer improvements anticipated for the development are under jurisdiction of the municipal utility authority; therefore, approval from said agency is required. Utility agencies typically require connection fees for new or revised connections. These costs will be evaluated during the course of our design for your budgeting purposes.

Hunterdon County Soil Conservation District

We anticipated the project will consist of more than 5,000 square feet of disturbance; therefore, the project will require a Soil Erosion and Sediment Control Certification. This task includes our submission of plans, calculations and applications in accordance with the county's checklist requirements.

Expert Testimony and Site Plan Strategy

Jarmel Kizel will provide expert testimony at planning and or zoning board hearings, represent the client at day meetings with the development team and reviewing agencies that have jurisdiction over the project. The firm will support their client and attorney in developing a strategy for land entailment and presentation of the application.

Site Plan Revisions

Based on the subjective nature of all development application processes, we have included a task to address changes based on review comments from the various regulatory review agencies listed herein. This task includes minor plan changes that will be billed on a time-spent basis. A budget allowance is provided based on our past experience. This task also includes our preparation of response letters to address comment letters from regulatory agencies. If the requested changes are beyond our anticipated scope, we will prepare a change-of-scope proposal for your approval prior to proceeding.

Resolution Compliance

Upon receipt of the anticipated approval from the municipality, the planning board will issue a resolution of approval. The said resolution typically includes certain conditions to be accomplished prior to their signoff of the site plan documents. Signoff from the municipality is required prior to obtaining building permits. In the course of addressing the resolution conditions, we will finalize the plans for construction purposes and include technical site/civil specifications.

Building Design

Design Development

Upon site plan approval, the approved schematic designs will be transformed into preliminary construction documents. Building elements, such as the mechanical systems and exterior cladding, will be studied and defined. Preliminary construction documents will be developed. Deliverables and activities may include, but not necessarily be limited to, the following:

Room Plans

Jarmel Kizel will develop detailed layouts for each room type. These layouts will depict bedrooms, bathrooms, kitchens (if to be provided) and built-in cabinets. Jarmel Kizel will work closely with the client in developing a program for the individual rooms.

Detailed Elevation Design

The schematic elevations will be developed to coordinate with the plan advancements. Windows, finish materials and cladding systems will be selected. Jarmel Kizel will work closely with the client and assist in evaluating different façade options from both a cost and functional basis.

During this phase of work details and specifications for elements of the building to be restored will be developed and specified.

Mechanical, Electrical, Plumbing (MEP) and Fire Protection Systems

Jarmel Kizel will assist in the selection of the MEP and fire protection systems. The size and physical requirements of these systems will be coordinated with the architectural design development of the building; their spatial and operational requirements will be integrated with the plans.

Roofing System

A roofing system will be selected based upon budget and functional criteria.

Conveying Systems

Jarmel Kizel will assist with selecting elevators for the project. This will include an analysis of the elevator size and speed.

At the completion of the Design Development phase the project budget will be updated.

Interior Design

Working closely with the client, Jarmel Kizel will develop an interior design scheme for the building, including lobbies, restaurants, ballroom, guest rooms and common corridors. It is anticipated that separate, but coordinated, interior design schemes will be developed for each of the following major program functions:

- The Grand Ballroom at The Union Hotel
- The Charles Restaurant
- The Pub
- The Union Club of Flemington
- The Flemington Walls of Fame
- Hotel Public Areas and Guest Rooms
- The Spa (optional to the program)

Jarmel Kizel's interior designers will assist the client in developing an architectural and interior design theme that reinforces the brand of each program area. Items to be selected and specified include, but are not limited to, the following:

- Architectural finishes for floors, walls and ceilings
- Lighting
- Furniture and custom millwork
- Art work
- Doors and hardware
- Plumbing fixtures
- Restaurant dinnerware, flatware and linens

The interior design will be developed simultaneously with the building plans and elevations. Throughout the design process, Jarmel Kizel will meet with the client and make preliminary presentations which will culminate into a final design presentation where the interior design elements will be presented on finish boards.

Construction Documents

Jarmel Kizel will update the construction documents prepared for the previous owner. The documents will include Architectural, Structural, Mechanical, Electrical, Plumbing (MEP), and Fire Protection Construction Documents. Jarmel will review the modified document and make revisions based on feedback from the client. Documents will be used to solicit competitive bids from contractors and to obtain building permits. Jarmel Kizel will produce all necessary documents required to convey the project's design intent. Documents may include the following, as the project requires:

<u>Architectural Construction Documents</u>	<u>Structural Engineering Construction Documents</u>	<u>MEP & Fire Protection Construction Documents</u>
<ul style="list-style-type: none"> ▪ Title Sheet ▪ Demolition Plans ▪ Foundation Plan ▪ Floor Plans ▪ Roof Plan ▪ Reflected Ceiling Plans ▪ Finish Plans ▪ Elevations ▪ Building Cross Sections ▪ Door & Hardware Schedule ▪ Window Schedule ▪ Wall Sections ▪ Toilet Room Details ▪ Typical Unit Details ▪ Stair Details ▪ Elevator Details ▪ Fire Rated Assembly Details ▪ Millwork Details 	<ul style="list-style-type: none"> ▪ Foundation Plan ▪ Floor Framing Plans ▪ Roof Framing Plan ▪ Column Schedule ▪ Connection Details ▪ Reinforced Block Wall Details ▪ Specifications 	<ul style="list-style-type: none"> ▪ Electrical Plan ▪ Lighting Plan ▪ Electrical Riser Diagram ▪ Panel Schedules ▪ HVAC Plans ▪ HVAC Equipment Schedules ▪ HVAC Control Diagrams ▪ Plumbing Plan ▪ Plumbing Riser Diagram ▪ Fixture Schedules ▪ Fire Alarm Plans ▪ Sprinkler Plans and Piping Diagrams

Upon review and approval of the documents by the client, Jarmel Kizel will issue the drawings for bidding and permitting. Jarmel Kizel will be available to present the documents to permitting agencies. The documents will be comprehensive and include the design of all building elements and systems.

Bidding

Jarmel Kizel will assist in obtaining competitive bids from contractors. Up to six (6) general contractors or construction managers will be pre-qualified and an invitation to bid will be issued and formatted as either a lump sum bid or guarantee maximum price. Jarmel Kizel will provide consultation during the bidding phases and will assist the client in evaluating bids. Included will be the development of a request for proposal, a pre-bid conference, where Jarmel Kizel walks the bidders through the site and responds to bidder inquiries. Jarmel Kizel will prepare a bid spread sheet that levels proposals/bids. Jarmel Kizel will participate in negotiating with this bidder and assist in preparing contracts. Finally, Jarmel Kizel will write a letter of recommendation identifying the lowest qualified bid and assist the client and its attorney in preparing contracts.

Construction Contract Administration

During the Construction Phase of the project, Jarmel Kizel will administer the Construction Contract. Periodic site visits will be made to monitor the work and evaluate if the work is being performed in accordance with the design intent of the documents. Services performed will include the following:

- Attend construction meetings;
- Review submittals/shop drawings;
- Meet with code officials, if required;
- Perform field observation;
- Prepare a punch list of unfinished items at the completion of the project;
- Certification of contractor's application for payment and bank construction loan draw downs.

III. Business Terms

Jarmel Kizel will charge the following fees for the project noted herein.

Project Phase	Architect	Historic Architect	Interior Design	MEP Engineering	Structural Engineering	3D Laser Scan	Surveyor	Soil	Civil	Total
<u>A. Existing Conditions Survey</u>										
i. Boundary & Topographical Survey (1)							\$8,500.00			\$8,500.00
ii. Building Survey/Existing Conditions Drawings	\$12,000.00	\$29,000.00		\$5,600.00	\$9,900.00	\$9,000.00				\$65,500.00
iii. Geotechnical Engineering (4)								\$8,000.00		\$8,000.00
<u>Total Existing Conditions Survey</u>										\$82,000.00
<u>B. Schematic Design</u>										
i. Schematic Site Plan									\$2,000.00	\$2,000.00
ii. Building Plans and Elevations (3)	\$17,000.00			\$8,000.00	\$8,000.00					\$33,000.00
iii. Coordination with Historic Preservation Consultant	\$2,500.00	\$9,500.00								\$12,000.00
<u>Total Schematic Design</u>										\$47,000.00
<u>C. Land Entitlements & Site Plan Approvals</u>										
i. Site/Civil Plan Documents									\$11,000.00	\$11,000.00
ii. Storm Water Management Report									\$2,500.00	\$2,500.00
iii. Permitting										
1. Flemington Planning Board									\$1,000.00	\$1,000.00
2. Hunterdon County									\$850.00	\$850.00
3. Hunterdon County Utility Authority									\$1,250.00	\$1,250.00
4. Hunterdon Soils Conservation District									\$850.00	\$850.00
iv. Expert Testimony and Land Entitlement Strategy (3)	\$2,550.00								\$4,000.00	\$6,550.00
v. Site Plan Revisions (3)									\$4,500.00	\$4,500.00
vi. Resolution Compliance (2)									\$4,000.00	\$4,500.00
<u>Total Land Entitlements & Site Plan Approvals</u>										\$33,000.00
<u>D. Building Design</u>										
i. Design Development	\$22,000.00			\$14,000.00	\$12,000.00					\$48,000.00
ii. Interior Design			\$28,000.00							\$28,000.00
iii. Construction Documents	\$31,000.00			\$25,850.00	\$22,400.00					\$79,250.00
<u>Total Building Design</u>										\$155,250.00
<u>E. Services During Construction</u>										
i. Bidding	\$5,000.00			\$2,250.00	\$2,250.00					\$9,500.00
ii. Construction Contract Administration (5)	\$16,000.00	\$18,500.00	\$3,750.00	\$9,000.00	\$9,000.00				\$5,000.00	\$61,250.00
<u>Total Services During Construction</u>										\$70,750.00
Grand Total	\$108,050.00	\$57,000.00	\$31,750.00	\$64,700.00	\$63,550.00	\$9,000.00	\$8,500.00	\$8,000.00	\$36,950.00	\$388,000.00

- (1) Corner markers at property corners that were not previously marked would be set at a cost of \$150/corner. Markers will be set in accordance with N.J. State Law. We encourage the setting of property markers; however, you may waive this service by signing our Corner Marker Waiver form. In accordance with N.J.A.C. 13:40-5.2, a waiver form signed by the owner or contract purchaser is required in order to waive the setting of corner markers. For the purposes of construction and future reference, three control points will be physically set in the field at the time of our fieldwork. These points may ultimately be used by the contractor for the purposes of construction layout. Said points will have horizontal and vertical coordinates associated with them and be of a permanent/durable material (i.e. PK nail, spike or pin).
- (2) Expert testimony will be charged at a rate of \$850.00/meeting/professional in attendance. Day meetings with the project team and/or governing bodies having jurisdiction over the project to strategize or discuss the projects development will be billed on an hourly basis at the prevailing hourly rates of the professionals in attendance. We anticipate the need to prepare exhibits for the purposes of our testimony and presentation to the township. These exhibits may include mounted plans of all the submitted plans; color aerials and bird's eye views of the site's vicinity and a color site plan for clarity of the improvements proposed. This task also includes preparation time for presentation for the planning board meeting. The fees presented above our allowances based upon our past experience on similar projects. Services for these tasks will be billed hourly and may vary from the allowance proposed.
- (3) Jarmel Kizel has no control over the regulatory review processes; therefore, we have provided certain tasks as allowances since they are associated with responding to the agency review processes, application preparation and assistance. Our time will be billed on a time-spent basis for these tasks. The budgets listed are estimated with the understanding that review agencies may request revisions affecting the design documents. The budgets for allowances may be exceeded if substantial revisions or additional services are needed from us. We will be in constant contact with your office to notify you if this occurs.
- (4) The geotechnical fee is an allowance. Jarmel Kizel will solicit proposals from geotechnical engineers and treat this service as a reimbursable expense.
- (5) The Construction Contract Administration fee assumes a project construction schedule of ten (10) months from the issuance of a building permit during which time Jarmel Kizel will visit the site twenty (20) times by an architect and accompanied by an engineer when required. In addition, submittals will be reviewed up to two times each. Should the actual project schedule exceed twelve (10) months, additional site visits beyond twenty (20) times be required and/or additional reviews of any single submittal go beyond two, additional services will be billed on an hourly basis.

Reimbursable Expenses

- Blue Printing, Reproduction of Drawings or other Documents
 - 8.5"x11" Sheet \$0.25
 - 8.5"x14" Sheet \$0.50
 - 11"x17" Sheet \$1.00
 - 11"x17" Color \$2.00
 - 24" x 36" Sheet \$3.25
 - 24" x 36" Mylar \$20.00
 - 30" x 42" Sheet \$3.75
 - 30" x 42" Mylar \$28.00
 - 36" x 48" Sheet \$4.75
- Travel to and from the Site or Project Meetings and our office at in accordance with the IRS current rates, plus tolls and parking. Tolls and parking will be billed at actual cost. If airline travel is required, airline tickets, rental car and hotel accommodations and meals will also be reimbursed.
- U.S. Mail, Messenger and Overnight Delivery Services to be billed at actual cost.
- If sub-consultants are required, Jarmel Kizel will retain them on behalf of the client and costs associated will be the subconsultants fee, plus an 18% coordination fee.
- Time incurred for the creation of PDF files of drawings or the transmission of AutoCAD files at the request of the client and/or their contractor will be considered a Reimbursable Expense. This will include time incurred to convert AutoCAD files to older or different software manufacturers than that used by Jarmel Kizel, which is the most recent version of AutoCAD and Architectural Desktop. Jarmel Kizel will charge an hourly rate for the creation and emailing of PDF files.
- If an artist rendering is required for the project, Jarmel Kizel will prepare an architectural three dimensional computer rendering for a fixed fee of \$2,500.00 for each view developed. Rendered site plans will be provided for a fixed fee of \$1,000.00.

Prevailing Hourly Rates

Additional Services, if required and approved by the client, will be billed utilizing the following Prevailing Hourly Rates:

▪ Principal	\$215.00
▪ Associate Principal / Managing Director	\$175.00
▪ Architect - Associate	\$150.00
▪ Professional Engineer – Associate	\$150.00
▪ Land Surveyor (one-man crew)	\$125.00
▪ Land Surveyor (two-man crew)	\$190.00
▪ Senior Project Manager	\$130.00
▪ Project Manager	\$125.00
▪ Staff Engineer	\$125.00
▪ Job Captain	\$110.00
▪ Senior Interior Designer	\$125.00
▪ Interior Designer	\$105.00
▪ Draftsperson	\$100.00
▪ Administrative Personnel	\$85.00

These rates will remain fixed throughout the duration of the project.

Additional Services

Only those services, specifically described above, are included within the scope of this proposal. Examples of Additional Services, which may be required as the project develops, are as follows:

- Modifications to previously approved work "Change of Scope."
- Phase I Environmental Assessment
- The identification, documentation and/or testing of building and site materials to determine the presence of carcinogenic or hazardous materials, such as asbestos, lead, PCBs, Volatile Organic Compounds and Wood Destroying Insects
- Unreasonable revisions to the Construction Documents required by the construction code official which are above normal industry standards and practices
- The expediting of construction permits
- Revisions to approved construction drawings due to value engineering to reduce cost after bidding
- The design of UPS or generator systems.
- The processing of New Jersey Smart Start Rebates
- The fire sprinkler design will include head locations, and pipe sizes, but does not include hydraulic calculations, which will be specified as the responsibility of the contractor.
- LEED Design Services
- Kitchen design consultation—this proposal is written with the assumption that the owner will retain a kitchen design consultant to select, specify, lay out and draw shop-quality drawings for the kitchens and associated equipment. Jarmel Kizel will utilize the consultant's information and equipment roughing criteria to design engineering connections to equipment for gas, water, electric and hood exhaust.
- Historic preservation filing with the U.S. Department of the Interior and the New Jersey Historic Preservation Office and Federal tax credit applications. This proposal is written with the assumption that the client will retain an independent historic preservation consultant to file all associated documentation. Jarmel Kizel will support this consultant by providing required drawings and building data, and by attending meetings with reviewing agencies. Up to four (4) meetings are included.

Additional Services will not be provided without the prior authorization of the client.

Additional Terms

Invoicing and Terms

- An initial retainer of \$15,000.00 is required. This retainer will be applied to the last invoice of the project, and will not be credited to interim invoices. If the retainer is greater in value than the last invoice, the remaining balance will be returned to the client.
- Invoice Terms are Net Thirty Days. Interest will be charged on all past due invoices at a rate of 2% per month.
- Prior to the issuance of signed and sealed Construction Documents, all past invoices are to be paid in full and a full payment of the Construction Document fee is due.
- Payments are due as per individual invoices and terms noted above, and may not be held back pending receipt of a building permit.
- Should the client have a question regarding an invoice, an inquiry must be made within fifteen (15) days of the invoice date otherwise payment will be due within the terms noted above.
- Invoices for fixed fee projects will be issued once or twice a month based upon the percentage completion of the specific phase(s) of work produced. Hourly phases will be billed as time is incurred.
- Progress billings will be made monthly, based upon the estimated percentage of completion of the various phases outlined above.
- Either party may terminate this agreement at will. In the event of a termination, the owner is to pay Jarmel Kizel all outstanding fees for services rendered through date of termination.

General

- Standard of Care: The Consultant's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Consultant makes no other warranties, express or implied, with respect to the services rendered hereunder.
- Design Professional Indemnity: To the fullest extent permitted by law, the Consultant agrees to indemnify and hold the Owner harmless from and against any liabilities, claims, damages and costs (including *reasonable* attorney's fees) *to the extent caused by* the negligence of the Consultant in the performance of services under this Agreement.
- The fees presented within this proposal shall remain in effect for a period of one year from the issuance date.
- Should the client specifically request that the project be put on hold for more than sixty (60) days (not including delays caused by permitting or governmental approvals), a minimum restart fee equal to ten percent (10%) of the base contract amount, but not more than \$5,000.00 will be charged.
- The Owner agrees to allow Jarmel Kizel to photograph the project, upon completion, for our portfolio and use their name as a reference on our web page in promotional brochures and press releases.
- The Owner will allow Jarmel Kizel to erect a temporary identification sign naming us as project Architect and/or Engineer during construction.
- Ownership of Documents: Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the proprietary information of Consultant, and shall remain the sole and exclusive property of Consultant whether the project for which they are made is executed or not. Owner shall not have or acquire any title to or ownership rights in any of the documents or information prepared by Consultant. *Upon payment in full hereunder*, Owner shall be permitted to retain printed copies of such documents or information for information and reference only in connection with Owner's use and occupancy of the project. The documents and/or information shall not be used or reused by Owner on other projects, for additions to this project, for completion of this project by others, or for any other purpose for which the documents were not specifically prepared, provided Consultant is not in default under this Agreement, except with the express written consent of Consultant and with appropriate compensation to Consultant. *Owner shall defend, indemnify and hold the Consultant harmless from and against any claims, losses, liabilities and damages arising out of or resulting from the unauthorized use of the documents.*
- Drawings, specifications and other documents, including those in electronic form, prepared by Jarmel Kizel are to be deemed instruments of service for use solely with respect to this project. Jarmel Kizel shall be deemed the author of these documents and retain all common law, statutory and other reserved rights including copyrights. The Owner is granted a license to use these documents solely for the purposes of constructing, using, and maintaining the project.
- Jarmel Kizel is not responsible for job site safety.
- Jarmel Kizel is not responsible for contractor's means, methods and sequencing of work.

- Limitation of Liability: To the fullest extent permitted by law, the total liability in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and independent professional associates, and any of them, to Owner and any one claiming by, through or under Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misinterpretation, or breach of warranty of Consultant or Consultant's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by Consultant under this Agreement.
- Jarmel Kizel maintains Professional Liability / Errors and Omissions Insurance, the policy has a \$5,000,000.00 value with a \$25,000.00 deductible. If the firm has clearly made an error, we will rectify the problem as required. If an omission has been made that the client would have had to pay for anyway, we will not participate in the cost for adding this item, unless the omission has caused a delay in the schedule or affects elements of construction already built or purchased. The client agrees to limit Jarmel Kizel's exposure to errors and omissions to a sum not greater than the professional fee presented within this proposal.
- By signing and approving this proposal the client makes representation that they are either the Owner of the Real Property in which design services are to be provided for by Jarmel Kizel or have the permission of the Owner or legal right to do so.
- By signing and approving this proposal the client makes representation to the architect that funds are available to compensate the architect for services as defined herein in accordance with the payment terms presented and that if compensation to the architect is to be financed through construction financing that a condition of bank draw down is not associated with site plan approval or issuance of a building permit. The client is to provide confirmation via a bank letter or accountant certification that funds are available.
- Evaluations of the Owner's project budget, preliminary estimated of construction costs and detailed estimates of construction costs, if any, prepared by the architect, represent the architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the architect nor the owner has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices or over competitive bidding, market and negotiating conditions. Accordingly, the architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the owner's project budget or from any estimate of construction costs or evaluation prepared or agreed to by the architect.
- Should any member of Jarmel Kizel's staff be subpoenaed to give testimony in a deposition, grand jury investigation, mediation, arbitration court of law or any other legal proceeding as they relate to the project or client, whether the client is a party to the matter or not, and which Jarmel Kizel is not a party to, Jarmel Kizel will bill hourly for any time expended in relation to the matter including preparation, travel, waiting time and actual testimony. In addition, Jarmel Kizel will invoice for reimbursable expenses incurred in conjunction with any legal proceedings.
- Statue of Limitations: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Consultant's services are substantially completed.
- Waiver of Consequential Damages: The Consultant and the Owner waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

Agreement

Thank you for the opportunity to submit this proposal. Should you have any questions or concerns regarding the content of this proposal, please contact our office.

The services outlined and explained in detail within this proposal represent the full extent of these services. Verbal or implied extensions of these services are valid, only if approved in writing by an officer of Jarmel Kizel. This agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, without giving effect to principles of conflicts of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in the State of New Jersey, nearest to the County of Essex and all parties consent to the jurisdiction of such court. The parties for themselves and their successors waive any right to claim forum non conveniens.

Should the terms and conditions of this proposal be acceptable to you, please sign one copy and return it to our office, along with your retainer of \$15,000.00. Your signature will convert this proposal to a contract between Cirquell, LLC and Jarmel Kizel Architects and Engineers, Inc.

Jarmel Kizel Architects and Engineers, Inc. thank you for the opportunity to submit this proposal. We trust it meets with your acceptance and addresses all of your areas of concern.

Very truly yours,

Jarmel Kizel Architects and Engineers, Inc.



Matthew B. Jarmel, AIA, MBA, NCARB
Principal

Agreed To and Accepted By Cirquell, LLC

Name:

Signature:

Date:

Required Billing Contact Information

If the terms and conditions of this contract are acceptable and the contract has been signed, please complete the following information so that we can process invoices to the correct party:

Contact Name:

Invoice Mailing Address:

Telephone Number:

Fax Number:

Email Address:

Block and Lot #, if Known

VI. Jarmel Kizel Credentials

Firm History

Jarmel Kizel Architects and Engineers Inc. was founded by Marvin Jarmel in 1975, as ISS - Interior Space Specialists, Inc. The firm initially specialized in the interior design of corporate offices and provided design, product procurement and construction management services. In the early 1990s, Marvin's two sons, Matthew B. Jarmel, AIA, MBA, NCARB, a registered architect, and Richard A. Jarmel, PE, NCEES a professional engineer, joined the firm and began to transform it into a general practice of architectural and engineering services. Irwin Kizel, AIA, PP, a licensed architect and professional planner with vast building experience, joined the firm shortly thereafter. In 1998, the firm added a full-service engineering studio and both Matthew and Richard led the efforts to transform the firm into a full-service general practice offering architecture and engineering services.

In March of 2000, to mark the firm's 25th anniversary and to reflect its broader scope of services, the principals renamed the company Jarmel Kizel Architects and Engineers Inc., and today the firm is considered one of the finest full-service architectural and engineering firms in New Jersey.

Jarmel Kizel also has a Civil Engineering Studio, which is led by Joseph Mele, PE, PLS, LEED-AP, and a Structural Engineering Studio led by Ronald Brokenshire, PE, LEED-AP. Offering these specialized disciplines allows the firm to handle virtually all aspects of both the architectural and engineering components of building design.

Most recently, Jarmel Kizel formed an energy solutions studio that brings together a talented group of architects, engineers and LEED APs, who work together to bring technologically advanced energy solutions to assist clients in meeting their green building and sustainable energy goals, while minimizing energy costs and reducing carbon footprints.

The firm considers itself general practitioners of architectural and engineering services with specialties including: financial sector design (banking, insurance and investment), retail roll-out and restaurant food service design, branding, commercial interior design, office and industrial building design, building renovation design for adaptive reuse, data center design and educational, daycare and child development facility design. Also, the firm's Principals have extensive experience with the development process and have been qualified as expert witnesses before multiple municipal planning and zoning boards.

The staff is composed of Registered Architects, LEED APs, Intern Architects, Interior Designers, Professional Engineers, Technical Support and Administrative Personnel. The diverse background of the multi-disciplinary staff allows the firm to respond quickly and effectively to clients' needs. The firm's project teams can successfully complete projects with stringent time schedules and are always sensitive to their clients' operational requirements, aesthetic concerns and construction budgets.

Firm Profile

Jarmel Kizel Architects and Engineers, Inc.



As one of the State of New Jersey's finest full-service architectural and engineering firms, Jarmel Kizel Architects and Engineers, Inc. (JKAE) have served both the public and private sectors for over 35 years. We serve our clients as trusted guides, knowledgeable in local expertise, with an integration of multiple services rarely seen from a certified **New Jersey Small Business Entity (SBE)**. JKAE is a 35 person firm with an office in Essex County. The central location of our office allows us to stretch our arms around the state of New Jersey, and has empowered us to serve clients on multiple projects in all over the state, such as the Division of Property Management and Construction (DPMC), Juvenile Justice System (JJC), JPMorgan Chase (formerly Bear Stearns), and The Learning Experience Childcare Centers.

Our size offers attentiveness to our clients and an assurance that the work is done by those named in our organizational chart, not simply passed down the chain of command. The architecture and engineering team initially assigned to the project will execute the project through all phases of work. Because we offer both architectural and engineering services in-house, our staff possesses a comprehensive understanding of the best way to integrate the disciplines to allow for a seamless, high-quality product. Although we are considered a mid-size firm by today's standards, we think of ourselves as a small firm and we lead that charge by heading the project team by one of the firm's highly experienced Principals.

Constantly striving to integrate new technologies in our work, our staff is fully involved in the development and integration of sustainable design into each of our projects. Our LEED accredited professionals are heading the charge and are implementing programs such as the **New Jersey SmartStart Buildings Program**. Our team realizes that with the current incentives available, energy efficiency can not only save a client today, but can also yield substantial savings in the future.

Our In-House Services

We realize that our greatest asset in our marketplace is our true "full-service" approach to our clients and their projects. We are one of the few firms to offer architectural, civil, structural, mechanical, electrical, plumbing, and fire protection engineering, interior design, and land entitlement services. For this reason, we serve some of the states largest private developers as well as its largest corporations.

Architecture



Jarmel Kizel opened its doors as a commercial interiors company and then expanded its services into a more traditional A/E practice. A short list of private clients includes AIG, BMW, inVentiv Health, Pfizer, JPMorgan Chase (formerly Bear Stearns), ImClone, and Morgan Stanley Smith Barney. Our architectural staff is managed in a studio format by Principals, Matthew Jarmel, AIA, MBA, NCARB, Irwin Kizel, AIA, PP, and David L. Lesesene, RA, NCARB, CID. The firm has consistently focused on balancing its work between the private and public sectors. We have treated all of our clients with the same high level of service and attention which has allowed us to retain the same clients since our inception.

Our Architectural services include the following:

Architecture

- Schematic Design
- Design Development
- Construction Documents
- Bidding Services
- Construction Contract Administration

Space Planning

- Programming
- Block Out and Stacking Studies
- Test Fits
- Building Efficiency Analysis and Comparison

Interior Design

- Concept Development
- Furniture Selection and Specification
- Furniture Layout and Design
- Finish Selection and Specification
- Millwork Design
- Lighting Design
- Detailed Space Planning

Specialized Services

- Energy Solutions
- Site Selection and Analysis
- Feasibility Studies
- Facility Security
- Planning/Zoning Board Testimony
- ADA Audits and Remediation Evaluations and Design
- Building Code Consultation
- Real Estate Development/Management Services
- Construction Litigation Services
- Land Surveying



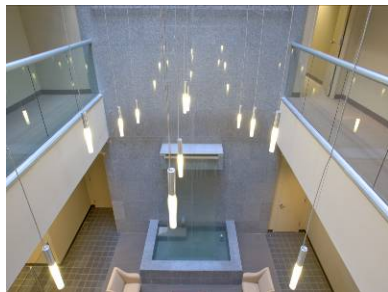
Mechanical, Electrical, Plumbing and Fire Protection (MEP)



Our MEP Department is headed by Richard Jarmel, PE, CME. Our engineers understand that a building's systems must work seamlessly as one, whether in new construction, renovation or adaptive reuse projects. Our decades of experience in mechanical, electrical, plumbing and fire protection systems design extends from understanding the needs of our clients, their facilities, and the payback on investment. Our experience includes designs for high security facilities such as trading floors and data centers that require energy-efficient generators and redundant cooling systems, and specialized fire suppression systems.

Our services include:

- Mechanical, Electrical, Plumbing
- Fire Protection Design
- Lighting Design
- HVAC Design
- Specification Development
- Project Management
- Process Design
- Telecommunications and Structured Cable Design
- Energy Audits
- Sustainable and Green Design
- Building Controls
- Building Modernization



Structural Engineering



Jarmel Kizel's structural engineering team offers extensive experience and expertise in evaluations of buildings for the addition of rooftop equipment, as well as overall structural stability. From the development of project feasibility studies and the preparation of construction drawings, specifications and documents, to the supervision of construction phase services, our structural team supports distinctive buildings. Our structural team is well versed in wood, steel, concrete and hybrid structural systems, integrating these designs on a daily basis in various designs. Our services span many areas of expertise:

- Structural Engineering
- Code Review
- Specification Development
- Contract Bid Documents
- Project Management
- Structural Remediation
- Parking Decks
- Warehouses
- High-Rise Buildings
- Manufacturing Facilities
- Telecommunication Structures

Civil Engineering



Jarmel Kizel's civil engineers bring understanding that avoids time-consuming missteps, enhances cost containment and achieves exceptional results. We understand that the process of Development in the State of New Jersey is extremely complicated as it relates to local, County and State regulations. Our Civil Engineers have vast experience in developing projects throughout the State which are similar to those contained in this request. The Civil Engineering studio is led by director, Joseph Mele, PE, PLS, LEED®AP, CPESC.



Our understanding of the entitlement/development process has saved our clients time and money due to our findings through our research efforts, specifically regarding zoning and environmental regulations that would affect the project at hand. We have testified on behalf of clients having multiple facilities throughout the State of New Jersey with success. A commitment to quality service and dedication to outstanding performance – from feasibility analysis through project completion – enables Jarmel Kizel to streamline timelines and provide value engineering measured in cost savings and the ability to put assets to work faster. Our cutting edge knowledge of existing and upcoming regulations allows us to forge an appropriate direction for project development, and minimize time to achieve project completion.



Our Civil Engineering services include the following:

- Site Plan Design
- Subdivision Design
- Feasibility Studies
- Community Association Services
- Planning Services
- Storm water Management
- Septic System Design
- Environmental Consultation

- Traffic
- Professional Planning Services
- Regulatory Compliance
- Land Surveying



Energy Solutions



Jarmel Kizel's expertise in designing energy solutions helps our clients reduce their carbon footprints, as well as reduce their energy costs and improve the marketability of their buildings. Our talented group of registered architects, professional engineers and LEED Accredited Professionals (APs), will work together to bring you high-quality, technologically advanced energy solutions.

Among the many energy solutions we provide, we believe that solar thermal and solar photovoltaic (PV) systems are one of the most popular and easily achievable green designs in today's marketplace. These systems considerably reduce energy bills and energy consumption. With additional revenue achieved through Solar Renewable Energy Certificates (SRECs) and tremendous tax incentives—these solar systems ultimately pay for themselves, and produce generous returns for owners.

Our energy solutions experience includes:

- Solar photovoltaic (PV) system design for roof, ground mounted and parking canopy installations
- Solar financial analysis and sourcing for project financing
- Solar cell and inverter procurement
- Assisting with the sale of SRECs and negotiating contracts
- Ongoing solar system maintenance
- HVAC system modernization
- Lighting retrofits
- Solar thermal domestic hot water technologies



Relevant Project Experience—Multifamily

South Orange Commons (In Progress) **9 West South Orange Avenue, South Orange, New Jersey**



Jarmel Kizel Architects and Engineers, Inc., is designing a 100,000-square-foot ground-up mixed-use development in South Orange, New Jersey, on behalf of South Orange Commons III, LLC. The development will boast 57 one- and two- bedroom rental apartment units, as well as 10,000 square feet of ground floor retail. The site will also provide commercial parking for retail visitors, as well as private covered, secure parking for residents.



Amenities planned for the residential portion of the development include a fitness center, multi-purpose room, children's recreational room, storage for residential tenants, a two-story lobby with fireplace and café lounge, as well as a rooftop terrace.

Jarmel Kizel is assisting in obtaining all land entitlements, and is providing site/civil engineering as well as architectural, structural and mechanical, electrical and plumbing engineering services.

Somerville Town Center (In progress) **Somerville, NJ**



Jarmel Kizel is providing structural, mechanical, electrical, plumbing and fire protection engineering services on behalf of Edgewood Properties for two mixed-use—retail and multi-family—buildings in Somerville, New Jersey.

Somerville Town Center consists of two five-story buildings of approximately 215,000 and 163,000 square feet with ground floor retail and residential units on the upper floors. The residential portions of the buildings will include one- and two-bedroom units, as well as two-bedroom units with dens.

Jarmel Kizel is providing Structural and Mechanical, Electrical, Plumbing (MEP) engineering services including construction documents and construction contract administration. Jarmel Kizel also is providing a Fire Protection performance specification.

This upscale "Transit Village" located just a few steps away from the NJ Transit Rail Station for the ultimate in commuting convenience. This unique luxury residential community will feature an on-site complement of quality dining, shopping and entertainment venues, plus a fitness center.

The Fairways at Piscataway (In progress) **Piscataway, NJ**



Jarmel Kizel is providing structural, mechanical, electrical, plumbing and fire protection engineering services on behalf of Edgewood Properties for a 99-unit residential development at its Fairways site, a townhome and condominium community, in Piscataway, New Jersey

Jarmel Kizel is providing Structural and Mechanical, Electrical, Plumbing (MEP) engineering services including construction documents and construction contract administration. Jarmel Kizel also is providing a Fire Protection performance specification.

The development will be contained in 15 buildings:

- Three, 8-unit buildings – 24 units
- Seven, 6-unit buildings – 42 units
- Four, 7-unit buildings – 28 units
- One, 5-unit building – 5 units

Hudson Heights Residential Building (In Progress) **Union City, New Jersey**



Jarmel Kizel is currently developing a new ten-story residential building in Union City, New Jersey for Elysian Fields. The building will be located at 115-129 37th Street. The building will contain 96 one and two bedroom condominium units.

The residential portion of the building will include eight levels built upon a three-level parking garage. The lower level of the garage will be below grade and the main level of the garage will be the building's first floor and include the building's lobby.

The Thread, 3312 Hudson Avenue Union City, New Jersey



Jarmel Kizel Architects & Engineers, Inc. was hired by W Developers of Lakewood, New Jersey, to perform architectural, design and engineering services for The Thread, located at 3312 Hudson Ave in Union City, New Jersey. The community is Union City's first luxury high-rise condominium. Architectural services included everything from design development through construction documents. Engineering services included structural, civil, mechanical, electrical and plumbing. In addition, site / civil engineering was also provided.



The 15-story building contains 151 spacious one-, two-, and three-bedroom condominium residences that are located within a block of the Park Avenue business and entertainment area and adjacent to the entrance to the Lincoln Tunnel. The project includes a recreation room with billiards table; state-of-the-art fitness center; children's playroom; landscaped outdoor plaza with barbecues, putting green and children's play area; and an onsite parking garage. In addition, The Thread boasts spectacular views of Manhattan's famed skyline and a comprehensive amenities package, including Union City's first doorman.

W Developers' name for the project, The Thread, refers to Union City's history as a hub of the garment and lace manufacturing industry as well as its central location at the heart of New Jersey's famed Gold Coast, connecting North Bergen, Weehawken, Hoboken and West New York.

240 South Harrison Street East Orange, New Jersey



Jarmel Kizel provided full-service design services for 240 South Harrison Street in East Orange, New Jersey. The project is a conversion and expansion of a 60-year-old office building into an 81-unit market-rate apartment building.

Jarmel Kizel is providing site civil, architecture and mechanical, electric, plumbing and structural engineering services for the transformation of this 1950s building. Originally designed as a six-story office building for Beneficial Life, Jarmel Kizel re-designed the facility into a 12-story, 81-unit multifamily facility by adding six additional stories to the building.

240 South Harrison Street includes studio, and one- and two-bedroom apartments, as well as a fitness center and a business center. The market-rate apartments offer panoramic views and a significant number of the units have views of New York City. Residences offer fine appointments, dens and exterior balconies.

The building conversion at 240 South Harrison Street is considered a Smart Growth project, and meets many requirements that are considered in sustainable and green design. Existing roadways, storm drains and utilities were utilized in the project design, and Jarmel Kizel reduced impervious coverage on the site—these all contribute to the sustainable site criteria. The new design incorporates the existing building structure, and all walls and roofs were brought to standard building codes. Additionally, the mechanical systems were designed to be more energy efficient and create a cost savings for the building owner and tenants. The building's close proximity to a train station and two bus stations, makes commuting easy for residents, and helps reduce New Jersey's carbon footprint.

Oakwood Homes, Essex Commons **Jersey City, New Jersey**



Jarmel Kizel provided full architecture and mechanical, electrical, plumbing and fire protection engineering design services for this seven-story, 90,000-square-foot residential building and covered parking area in Jersey City, New Jersey. The building includes 70 units ranging from low-rise townhomes to one-, two- and three-bedroom apartments. The facility also includes a health spa and gymnasium.

Jarmel Kizel worked with community groups to ensure that the design of the project satisfied the aesthetic requirements of the neighborhood. The project is architecturally significant for it bridges the boundary between a low rise historic district and modern high rise office and residential buildings. The town home section of the building borders the historic residential district and allows for a gentle transition as the building grows in height to address the newer high rise developments to the east. The use of traditional materials and brick hand picked to match the character of the neighborhood reinforces this gradual transition.

Paragon Village, Senior Living Center **425 Route 46 East, Mount Olive, New Jersey**



Jarmel Kizel provided architecture and engineering services for a four-building master plan for Paragon Village, a Senior Living Center in Mount Olive, NJ.

Designed to be an active “community-within-a-community,” Paragon Village at Mt. Olive is home to buildings and amenities that provides residents with an enhanced level of daily convenience, service, pleasure and opportunity.

The project consists of four related functions: Assisted Living, Independent Living, a Senior Center, and a Medical Office Building.

The two assisted and independent living buildings are each 70,000 square feet and three stories in height, constructed utilizing pre-engineered modules. These modules were constructed out of light gage, cold-rolled steel in a factory then shipped to the site and set on the foundation by a crane.

The Senior Center is a 12,000-square-foot single-story building constructed out of conventional “stick-built” construction using wood truss design.

Jarmel Kizel provided architectural, structural, mechanical, electrical, plumbing and fire protection engineering for this four-building, 200,000-square-foot project including phases from schematic design through construction contract administration.

Relevant Project Experience—Historical Preservation and Adaptive Re-Use

Park Avenue Club Florham Park, New Jersey



Jarmel Kizel designed the prestigious Park Avenue Club in Florham Park, New Jersey for the Park Avenue Foundation. The project consisted of renovating a 100-year-old, historically significant masonry barn into a first class dining facility. The project, which is over 20,000 square feet in size, included the following:

- Exterior alterations including façade stabilization.
- Removal and replacement of existing windows, as well as the installation of new windows and exterior doors.
- The installation of new fire stairs, sprinkler system, HVAC system, elevator, kitchen, toilet rooms and dinning rooms.
- The construction of a second level within a high open space of the hay barn.
- Site construction of a parking lot, exterior patio dining room, landscaping, building lighting and parking lot lighting.
- The installation of a public address system, audio visual equipment, fire alarm and security system.
- The installation of a basement level with a finished floor nine feet below the deepest foundation. This was achieved by underpinning the existing foundation and was done to add usable space to the building without altering the look and size of the existing exterior elevation.

SmithBarney Office Gettysburg, Pennsylvania

Jarmel Kizel has an on-call contract with Smith Barney to design its branch offices in the Northeast region of the United States. The firm has completed over 40 projects for the financial firm. The standard project is located in speculative office buildings; however, one of the most notable projects was the renovation of a 150-year-old building in Gettysburg, Pennsylvania, which was listed on the National Register of Historic Places. Project highlights included the following:

- Conversion of building to office space
- Installation of fire stairs and elevator
- The installation of a new HVAC system
- Façade restoration

Jarmel Kizel provided expert testimony before the local historic preservation commission and negotiated and coordinated the methodology for renovating the building without affecting the historic significance of the building.

Elizabeth Development Company, 142 Broad Street Elizabeth, New Jersey

Adaptive reuse and renovations of a three-story limestone bank building as commercial office space at 142 Broad Street. The work included a façade restoration, including stone repair and cleaning and a window replacement on the exterior, and on the interior, the installation of an elevator and new exit stairways, as was required to meet disability and egress codes, renovation of toilet rooms to comply with the Americans with Disabilities Act – Accessibility Guide Lines, repair and/or replacement of the existing heating and air conditioning systems, roof replacement, electrical system upgrades, and fire alarm installation/upgrades.

The Learning Experience, 20 West Street New York City

Jarmel Kizel was called upon to design an approximately 10,000-square-foot The Learning Experience (TLE), child development center at 20 West Street in New York City, also formerly known as the Downtown Club. Constructed in the 1930s in the Art Deco style, the façade of the building has a landmark status. The owner of the building previously redeveloped the 45-story building into 238 luxury condominiums, and then leased a portion of the first floor and basement to TLE. In addition to the building design work, Jarmel Kizel provided designs for a small portion of the sidewalk within the property line on Washington Street to be converted into an exterior playground. Jarmel Kizel's services for this project included schematic design and architectural, and structural, mechanical, electrical and plumbing construction documents.

Vail Mansion **Morristown, NJ**



Vail Mansion is the century-old creation of Theodore Vail (the first Chairman of AT&T) and former home of the municipal offices of the Township of Morristown. The original building is approximately 18,000 square feet in area and includes six levels consisting of a sub-basement, basement, first floor, mezzanine level, second floor and third floor.

The Vail Mansion is registered under the New Jersey Register of Historic Places, limiting the amount of renovations allowed on the first and second floors of the mansion. The building is historically protected, and previously Jarmel Kizel designed the mechanical, plumbing and HVAC systems for the mansion.

Old Homestead, Frankfurt Township Sussex County

On behalf of the County of Sussex, Jarmel Kizel Architects & Engineers, Inc. designed the restoration of an historical building known as the Old Homestead in Frankfurt Township to house new offices for the County. Built in the 1800s, this historical building served numerous functions throughout its history including shelter for the homeless, a nursing home and county executive offices. In its new function, the Old Homestead serves as administrative offices for Sussex County for such programs as Rutgers University 4H, the Center for Mosquito Control and the Offices of Emergency Management.

This prestigious assignment included the restoration of the building which encompassed upgrades to the building's structure, installation of new windows, new air conditioning and heating systems, new common areas and handicap accessibility throughout the facility.

Relevant Project Experience – Food Service

Bocconi Pasta Pronto & More **363 Essex Street, Hackensack, New Jersey**



The 1,200-square-foot restaurant features upscale materials and finishes in neutral colors, accented by the Bocconi signature colors of red and white. The contemporary-style restaurant seats 25 patrons and is the prototype for a series of restaurants that the owners expect to open throughout New Jersey. Jarmel Kizel provided architectural and engineering design services for this casual Italian restaurant.



Jarmel Kizel developed an interesting interior design for the restaurant by using a blend of materials and a variation in ceiling heights—creating a sense of liveliness for the patron. The word “bocconi” means “little bites” in Italian—in the sense of “let’s go for a bite”—a reference to Bocconi’s focus on the quick casual restaurant concept.

Carmine's Livingston **405 Eisenhower Parkway, Livingston, New Jersey**



Jarmel Kizel Architects and Engineer's, Inc. provided architecture and engineering design services, as well as site/civil design, interior design and construction contract administration services for the 10,000-square-foot restaurant. The restaurant offers authentic Italian fare of the highest quality in a classic setting with seating for 200 diners.

In 1805, the site of the new Carmine's restaurant was the location of a stagecoach stop between Morristown and Paterson. When the railroad came in following the Civil War, the site became the location of a bed and breakfast inn. The current building dates to the early 20th Century, and for 40 years had been the site of Merrigan's Tavern.



The restaurant features an old New York atmosphere with dark wood paneling and mosaic tile floor coverings. The main dining room has 24-foot ceilings and red walls, while the bar area is more casual. A downstairs dining area features a pizza oven and an oyster bar. In addition, there is an outdoor dining area with a grill. The more casual downstairs area is family friendly, offering sandwiches, burgers and pizza.

T.G.I. Friday's Bronx, New York and other Various Locations in New Jersey, New York, Connecticut, California and Arizona



Jarmel Kizel provided full architecture, interior design and structural engineering services for a new 7,300-square foot T.G.I. Friday's restaurant at 1780 Gun Hill Rd. in the Bronx, NY, on behalf of the Briad Group of Livingston, NJ. The firm also collaborated with Vornado Realty Trust, the owner of the retail center where the restaurant pad is located.

The 330-seat restaurant was completed in June 2009 and is one of 860 T.G.I. Friday's located in 47 states and 60 countries.

Jarmel Kizel, based in Livingston, New Jersey, has provided architecture and design services for over 20 T.G.I. Friday's locations in New Jersey, New York, Connecticut, California and Arizona on behalf of the Briad Group.



When designing the restaurants for Briad, Jarmel Kizel adapts the franchiser's prototype to local conditions. In addition, Jarmel Kizel manages the entitlement and site plan approval processes. At this location in the Bronx, Jarmel Kizel also provided structural engineering for a micro-pile foundation after assessing both conventional and unconventional approaches to soil conditions prior to finalizing the design.

Samsung **85 Challenger Road, Ridgefield Park, NJ**



Jarmel Kizel provided full architecture, interior design and engineering services for a new full-service cafeteria at 85 Challenger Road in Ridgefield Park, NJ. The 235,000-square-foot Class A office building serves as the North American Headquarters for Samsung, an innovative technology developer. The cafeteria was designed to serve breakfast and over 700 hot and cold lunches per day. In addition, the kitchen was developed to serve both American and Korean cuisine. With seating for over 200 people, the dining area features the latest in A/V equipment and closed circuit televisions.



At 85 Challenger Road, Jarmel Kizel also designed a fitness center, renovations to the public spaces within the building, engineering design for upgrades to the building's HVAC system, and site improvements including landscaping and a parking deck refurbishment. These efforts ultimately led to Samsung leasing 193,000 square feet of space at the building—making the transaction one of the most significant leases signed in New Jersey in 2009.

Jarmel Kizel References

Company/Contact	Address	Contact Info
St. John's University (Formerly of AIG) Phil Napoli	180 Maiden Lane-23rd Floor New York, NY 10038	718.232.7756
AGFA Nancy Murray	100 Challenger Road Ridgefield Park, NJ 07660	201.373.4730
AST Development Robert D'Anton	111 Magee Avenue Lavallette, NJ 08735	732.854.9080
Brookfield Real Estate Opportunity Group Michelle Berliner	200 Vesey Street NY, NY 10281	212.417.7257
Deron School Ken Alter	1140 Commerce Avenue Union, NJ 07083	908.206.0444
Fitness & Wellness Professional Services Steve Kay	2120 Lamberts Mill Road Scotch Plains, NJ 07076	908.770.3774
JPMorgan Chase Andrew Purdy	115 South Jefferson Road Whippany, NJ 07981	201.672.5197
NJEDA Steve Martorana, LEED-AP	36 W. State Street Trenton, NJ 08625	609.858.6656
South Orange Commons, LLC Ed Ayuso	17-25 Church Street South Orange, NJ 07079	973.275.9701

VII. CTS Group Credentials



The CTS Group Architecture/Planning PA, in its 56 year existence, has designed virtually every type of building. Working on the adaptive re-use and restoration of old and historic buildings is one of our areas of focus. David V. Abramson, AIA, who has almost four decades of preservation experience leads this specialty. We have performed investigation, prepared construction documentation, provided landmarks and tax credit consultation and provided construction support for many large historic private, not-for-profit and large government buildings in New Jersey and New York. In addition to ground up projects, CTS has developed a specialty in exterior building envelope investigation (forensics) as well as complete building conditions analyses.

CTS Group has 3 partners, James J. Greener, AIA, William C. Slack, AIA and David V. Abramson, AIA who recently merged his firm with the CTS Group.

We are proficient working as the team leader as well as expert consultants on Historic and Building Envelope projects to meet and exceed the client's expectations. Additionally we prepare historic preservation plans, master planning and design feasibility studies that involve phased construction projects in occupied buildings.

CTS has a very successful track record working on projects and offers the following resources and qualifications to our clients:

- 10 Person Firm with 6 Licensed staff Architects, Professional Planners; Certified Interior Designer and LEED Accredited Professionals
- Constructability minded design approach with comprehensive phasing and sequencing of the project.
- Experience in providing expert testimony before the Historic Commissions, Zoning and Planning Boards. Many approvals from NJ and NY State Historic Preservation Office.
- Significant experience in housing and historically sensitive projects and coordination of the efforts of multiple consultants.
- In-House Cost Estimating.
- Principal level people involved on a daily basis through all phases.
- Members of the National Historic Trust
- ENERGY STAR Partners
- Members of the American Institute of Architects (AIA)
- Members of the United States Green Building Council(USGBC)
- Very Experienced with Renovation/Alteration Projects in Occupied Buildings
- Building Envelope/Forensics in Historic and Non-Historic Buildings

CTS Group – Relevant Historic Preservation Projects

Octagon Field House, Branch Brook Park; Newark, NJ (2011)

Historic Alteration and Rehabilitation of existing storage and toilet room building in Newark's historic, Olmstead-designed Branch Brook Park..

Weequahic Community Gymnasium, Newark NJ (2010 completion)

38,000SF, 2,000 Seat Ronald G. Stone Community Gymnasium for Weequahic High School, Newark Public Schools

2008 Recipient of Silver Design Award from the Newark & Suburban Chapter of the AIA

Henry Miller's Theater; New York, NY (2007-2008)

Exterior restoration of this 1921 historic theater as part of the development of the bank of America complex in the Times Square Theater District, including limestone and terra cotta restoration.

Newark Main Post Office; Newark, NJ (2008)

Replace roof, Facade Restoration and Masonry Cleaning
NJSHPO Approvals

Old Chelsea Station; New York, NY (2008 Design Only)

Window Restoration, Exterior Masonry Façade Restoration and Interior Historic Alteration and Refurbishment, NYSHPO Approvals.

Packer Collegiate Institute; Brooklyn, NY (2006-2008)

Slate and copper roof restoration of four 19th century buildings on the Packer campus located in the Brooklyn Heights Historic District.

Orange Main Post Office; Orange, NJ (2007)

Exterior Masonry Brick and Terracotta Façade Restoration.
NJSHPO Approvals.

The Vail Mansion; Morristown, NJ (2006)

Exterior restoration of a 1900 marble-clad former mansion and City Hall as part of an adaptive re-use development of the property including marble restoration and cleaning of the facades and all site features including marble balustrades and granite and brick pavers.

Lenox Hill Post Office; New York, NY (2005)

Exterior Brick and Limestone Restoration and Cleaning, Interior Alterations.
NYSHPO Approvals.

Branch Brook Park; Newark, NJ (2005)

Construction of 2 new press boxes and alterations to 1 existing press box in Newark's historic, Olmstead-designed Branch Brook Park. The design was based on historic precedents from the Park's structures.

The Plaza Hotel; New York, NY (2005)

Exterior restoration of one of New York's premier landmark structures, 1907 & 1921 by Henry Hardenburgh, including copper roof dormers, terra-cotta cladding, terra cotta, brick, marble and limestone facing and cast iron Marquee.

The Phoenix House; Mendham, NJ (2005)

Exterior restoration and interior rehabilitation of a c. 1800 structure which has served as Mendham's Town Hall. *Recipient of New Jersey Department of Environmental Protection, 2006, Historic Preservation Award.*

30 Rockefeller Plaza; New York, NY (2004)

Exterior restoration of the "Observation Deck" at this 1929 Landmark structure including limestone and decorative metals restoration. (Restoration consultant to Schumann Lichtenstein Architects).

998 Fifth Avenue; New York, NY (2004).

Restoration of McKim, Meade, and White cast iron, copper-clad "Marquee" in NYC Upper East Side Landmark District. *Recipient of Friend's of the Upper East Side Historic District's, 2005 Restoration Award.*

Avavas Shalom; Newark, NJ (2003)

Exterior restoration, interior rehabilitation and barrier-free accessibility of Newark's last remaining Jewish house of worship. Listed on the State and National Registers of Historic Places.

Packer Collegiate Institute; Brooklyn, NY (2003).

Exterior restoration of the 1846, former St. Ann's Church as part of the adaptive reuse for new education facilities. *Recipient of 2005 Preservation Award from the New York Landmarks Conservancy.* (Preservation Consultant to Hardy, Holzman, Pfeiffer).

Paterson Commons I; 200-214 20th Avenue, Paterson, NJ (2002).

Adaptive reuse of a vacant factory building for 39 units of market rate rental housing. Recipient of NJ Department of Community Affairs "Downtown Living" program grant; and of Historic Tax Credits first phase of a full-block adaptive re-use development. *Recipient of Paterson's Downtown Living Award.*

Ringwood Manor Exterior Restoration; Ringwood State Park, Ringwood NJ (2002).

Exterior Restoration and modifications for barrier-free accessibility of the historic 18th Century Mansion in Ringwood State Park.

Elizabeth Main Post Office; Elizabeth, NJ (2001)

Lobby Restoration and Exterior ADA Ramp.
NJSHPO Approvals

West Side Village; 113 North 13th Street, Newark, NJ (2000).

Adaptive reuse and substantial rehabilitation of a former industrial building for use as a 63-unit residential complex. *Recipient of the 2000 Governor's Excellence in Housing Award from the NJ Department of Community Affairs.*

Mansion Ridge; Monroe Township, NY (1996).

Conditions Assessment Report for a group of 18th and 19th Century State and Natural Register Listed Structures.

The Sawmill; Double Trouble State Park, NJ (1995).

Restoration, for use as a demonstration facility, of a c.1906 timber-framed sawmill, including the milling equipment.

Recipient of NJ Historic Trust Grant and awarded Excellence in Historic Preservation Award, NJDEP-1995, NJ.

Temple Synagogue; Krakow, Poland (1993).

Consultation for the restoration of a 19th-century landmark synagogue for The World Monuments Fund's Jewish Heritage Program.

Clifton Barn Senior Citizens Center; Clifton, NJ (1992).

Adaptive reuse of historic c.1905 brick barn (former Federal Animal Quarantine Center) for use as an elderly meeting facility.

Recipient of Award for Excellence, AIA Newark & Suburban Chapter-1995.

Prallsville Oil Mill; Stockton, NJ (1991).

Restoration of late 18th century stone linseed oil mill, including structural stabilization.

Conversion of a Picker's Cottage; Double Trouble State Park, NJ (1989).

Restoration and adaptive reuse of an early 20th-century structure within National Register Historic District. The building will serve as a Visitor's Center for the State Park.

Olde Country Store; Long Pond Iron Works State Park; Hewitt, NJ (1987).

Restoration of a National Register structure for the State of New Jersey.

Recipient of a Historic Preservation Commendation from the New Jersey Historic Sites Council.

Eldridge Street Synagogue; New York, NY (1984).

Exterior restoration/stabilization of National Register and New York City Landmark.

Recipient of New York Landmarks Conservancy's Religious Properties Award.



**THE PLAZA HOTEL
NEW YORK, NEW YORK**

Exterior restoration architect for this internationally renowned Landmark. Work includes replica and replacement terra cotta and copper roofing and marble, limestone, terra cotta, brick and cast iron restoration.

**DAVID V. ABRAMSON & ASSOCIATES ARCHITECTS
NEWARK, NEW JERSEY**



**VAIL MANSION
MORRISTOWN, NEW JERSEY**

Exterior and interior restoration of a 1900 Renaissance Revival former mansion and City Hall as part of an adaptive re-use development of the property including marble restoration and cleaning of facades and all site features including marble balustrades, granite, and brick pavers.



**THE PHOENIX HOUSE
MENDHAM, NEW JERSEY**

Restoration of Mendham's Borough Hall, a c.1800-1840
State and National Register listed structure. Recipient
of the State of New Jersey Historic Preservation Award.



**PATERSON COMMONS
PATERSON, NEW JERSEY**

Adaptive reuse of an historic abandoned silk mill for 39 units of multi-family housing. Recipient of City of Paterson Heritage Citizenship Award.



**RINGWOOD MANOR
RINGWOOD, NEW JERSEY**

Exterior restoration and barrier-free accessibility construction for this State and National Register listed, 18th and 19th century former residence, now one of New Jersey's premier historic sites.



**WEST SIDE VILLAGE
NEWARK, NEW JERSEY**

Design and construction documents for the adaptive reuse of a former factory for 63 units of family housing. Recipient of the Governor's Excellence in Housing Award.



**RESTORATION OF THE SAWMILL AT
DOUBLE TROUBLE STATE PARK
OCEAN COUNTY, NEW JERSEY**

Restoration of a c. 1880 sawmill including the machinery.
Listed on the State and National Registers the structure is the
focal point of the state park.
Recipient of Excellence in Historic Preservation Award from
the NJDEP Historic Preservation Office.

Exhibit D

Hotel Services & Floor Layouts

Union Hotel Services

Flemington Union Hotel Rooms & Suites

- Up to 30 boutique historic hotel rooms & suites

Grand Ballroom at The Union Hotel

- Seating up to 300 persons
- The Hunterdon premiere wedding destination event setting
- Garden terrace for cocktail receptions

Meeting Rooms

- Comfortable seating for 15 – 30 persons at board-room style tables
- Conference call capable phones
- Wireless internet
- Elevated large LCD screen compatible with DVD, VHS, and computer connection
- Projector screens

The Charles Restaurant

- Classic all American steakhouse restaurant with an international flare seating up to 85 persons
- Dry aged steaks and chops
- Classic taproom and daily pianist, added with the occasional complexity and emotion of jazz from the very traditional to the recent contemporaries will add that smoky lounge vibe to our 20's & 30's theme.
- Simple yet sophisticated elegance decor
- Extensive wine list

The Pub

- Casual restaurant and bar seating up to 100 persons
- Casual menu
- Additional outside porch dining
- Weekly classy entertainment featuring some of today's most talented musicians, jazz and blues artists, comedians, and bards.

The Union Club of Flemington

- Members only club
- Private dining experience and wine cellar
- Meeting room up to 30 persons
- Privileged networking hub
- Select entertainment
- Game and smoke room including cigar lockers
- Dining and banquet hall discounts
- Special access to hotel rooms and spa

Flemington Walls of Fame

- Reading Lounge
- Feature Charles Lindbergh life and legacy
- Honor Flemington individuals of noteworthy achievements

Select Retail Shoppes

- Retail products such as select wines, spirits, smokes & gift shops
- Barber shop and/or contributing shops themed to 20's & 30's

The Spa at the Union (optional)

- Spa services with 2 – 4 tables

Floor Layouts

Cellar

- The Union Club of Flemington
 - Meeting room
 - Gaming and smoke room
 - Private bar and dining
- Prep area and kitchen storage
- Restaurant staff offices & lockers
- Wine cellar with private dining room
- Storage

First Floor

- Lobby area
- Modern American steakhouse restaurant
- Pub style casual restaurant
- Two select retail storefronts
- Main kitchen
- Parking

Second Floor

- Grand Ballroom at The Union Hotel (new addition)
- Flemington Walls of Fame and Reading Lounge
- Meeting rooms
- Hotel rooms & suites

Third Floor

- Hotel rooms & suites

Fourth Floor

- Hotel rooms & suites
- The Spa at The Union (optional)