

May 7, 2014

Ms. Kathi Meci, Interim CEO
Nevele-R, LLC
Government Center, 5th Floor
Ellenville, NY 12428

Re: Nevele Hotel Architectural Services Proposal/Interim Agreement

Dear Ms. Meci:

We have reviewed the scope for the above referenced project and are providing the attached A/E Proposal Form for architectural services for the 450(±) key hotel towers and the daycare center for the new Nevele Casino Resort & Spa in Ellenville, NY. Foit-Albert will be part of a team of professionals from across New York State who will support the vision of Peter Wilday to bring back the Nevele as a "Hudson Valley Art Deco" destination. We understand that our efforts will be devoted to the interior build out of the hotel rooms, including all corridors, stairs, finishes, Delos program and FF&E. Exterior envelope and casino/public spaces will be designed by Holzman Moss Bottino. Abatement will be completed by others prior to initiation of construction work therefore services for abatement design are not required. Foit-Albert will also lead responsibility for the on-site day care center within an existing metal building, which will be designed to meet NYS requirements for licensed daycare facilities. This facility will also include some addition to accommodate restrooms necessary to meet the licensing requirements for the daycare rooms. The entire complex is striving to meet a minimum LEED Silver rating, and renewable energy systems will be incorporated to meet the RFP requirements. We understand that both Holzman Moss Bottino and Foit-Albert will require the common services of a hardware consultant for their work, and that one will be selected as a reimbursable to one of those two contracts.

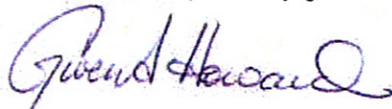
We are providing a comprehensive fee proposal for the work in accordance with your format. We have deferred 29% of our fee of \$731,149 as noted on the attached table. Nevele-R, LLC will provide a standard contract for execution. Our fee includes attendance at all bi-weekly design team meetings, as well as LEED meetings and coordination meetings with the team. Associated travel will be billed as a reimbursable expense. We are providing services during construction including submittal review, RFI's, attendance at periodic construction meetings as well as site visits to resolve construction issues that may arise.

We are currently awaiting the REVIT files to begin our work in earnest, after our participation in last week's team meeting at the project office. Thank you for choosing Foit-Albert Associates to join the team to bring the Nevele back to its former status as the premiere resort in the Catskills.

Sincerely,

Foit-Albert Associates

Architecture, Engineering and Surveying, P.C.



Gwen A. Howard, RA, LEED®
Sr. Project Manager, Associate

GAH/Enc.

Accepted By: _____

Date: _____

CC: Kerr Brown, Nevele-R Comptroller, Jay Shapiro & Arne Aakre, JSA

May 12, 2014

Ms. Kathi Meci
Chief Executive Officer
Nevele R, LLC
Government Center Building, 5th Floor
P. O. Box 388
Ellenville, New York 12428

Re: NEVELE Resort, Casino and Spa
Proposal for Construction Documentation completion, Bidding and Construction Administration
HMBA project # 06077.02

Dear Kathi:

This letter is a proposal for Construction Documentation completion, Bidding and Construction Administration and outlines the scope, fee and schedule for professional architectural services of Holzman Moss Bottino Architecture (HMBA) on the NEVELE Resort, Casino and Spa. This is a proposal between Nevele R, LLC; Government Center Building, 5th floor; P.O. Box 388; Ellenville, New York 12428 and Holzman Moss Bottino Architecture; 214 West 29th Street Tower, 17th floor; New York, New York 10001. If the content of this proposal is acceptable, we would expect Nevele-R and Jay Shapiro & Associates to create a contractual agreement with this document as an attachment for all parties to review and execute.

The role of Holzman Moss Bottino Architecture (HMBA) will be the production and coordinating architect for "Package-1". This package includes the Casino; Casino back-of-house; Food & Beverage Venues; Nightclub & Cabaret lounge; Spa, Fitness & Pool deck; Meeting rooms; Ballroom, Golf pro shop; Porte-cochere; coordination of Prime Consultants; furniture for the above listed spaces; and the exterior facades of all of the above and the Falls Tower and LBJ Tower. The Food & Beverage venues include the buffet, Nevele Bar, Best of New York, Center Bar, Noodle Bar, Steakhouse, Burger concept and three service bars for the casino.

I. SCOPE OF WORK:

The following items outline the current understanding of the scope of work that will be provided by Holzman Moss Bottino Architecture (HMBA) for Package-1. All scope pertains only to Package-1 unless otherwise noted.

This document assumes that during these phases, we will work closely and coordinate with Wilday Architects. We will develop a separate Memorandum of Understanding (MOU) with Wilday Architects for specific responsibilities in each phase. The current understanding is that we will develop a mix of work effort that will be equal to the following percentages for each phase:

	Wilday %	HMBA %
Construction Documentation Completion	15%	85%
Bidding	15%	85%
Construction Administration	15%	85%

A. Construction Documentation Completion

HMBA will provide the following services:

- Prepare complete architectural construction documentation of all Package-1 scope as required for the contractor to adequately bid and construct the work.
- Provide specifications for all architectural work included in Package-1 scope as required for the contractor to adequately bid and construct the work.
- Coordinate the work of all the Owner-hired Prime Consultants with HMBA's architectural documentation.
- Coordinate the work of Wilday Architects with HMBA's architectural documentation.
- Review progress of construction documentation with Nevele R, Jay Shapiro & Associates, and Tishman Construction.

B. Bidding and Value Engineering

HMBA will provide the following services:

- Assumes multiple bid packages to coordinate with Tishman Construction.
- Consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.
- Participate in a pre-bid conference for prospective bidders.
- Prepare responses to questions and providing clarifications of the bidding documents in the form of addenda.
- Assist Tishman Construction with value engineering and update drawings to reflect required changes.

C. Construction Administration

HMBA will provide the following services:

- Advise and consult with the Owner during the Construction Phase Services.
- Participate in twice monthly Ownership meetings.
- Schedule and participate in weekly site visits with field reports completed for each visit.
- Review contractor submittals such as shop drawings, product data and samples.
- Maintain a daily submittal log (with software determined by the team) for the duration of the project.
- Coordinate submittals that involve both architectural and other disciplines.
- Respond to Request For Information (RFI's) from contractors and sub-contractors.
- Maintain a daily RFI log (with software determined by the team) for the duration of the project.
- Participate in furniture installation review and punch-lists.
- Conduct final reviews and create punch-lists for the project.

II. PROFESSIONAL FEES:

The professional fees for HMBA will be as follows:

--Construction Documents:	\$1,800,000.
--Bidding:	\$360,000.
--Construction Administration:	\$1,875,000.

The professional fees for HMBA will be invoiced monthly based on the following chart for each phase of work. We have also listed the approximate staff hours using a blended hourly rate of \$185 per assignment listed below. These hours are listed in parentheses.

A. October 2014		
Description of Work		Earned Amount
• Bidding (325 hours)		\$60,000.
B. November 2014		
Description of Work		Earned Amount
• Bidding (325 hours)		\$60,000.
• Construction Documentation(1620 hours)		\$300,000.
• Construction Administration (135 hours)		\$25,000.
C. December 2014		
Description of Work		Earned Amount
• Bidding (325 hours)		\$60,000.
• Construction Documentation(1620 hours)		\$300,000.
• Construction Administration (400 hours)		\$75,000.
D. January 2015		
Description of Work		Earned Amount
• Bidding (325 hours)		\$60,000.
• Construction Documentation(1620 hours)		\$300,000.
• Construction Administration (400 hours)		\$75,000.
E. February 2015		
Description of Work		Earned Amount
• Bidding (325 hours)		\$60,000.
• Construction Documentation(1620 hours)		\$300,000.
• Construction Administration (400 hours)		\$75,000.
F. March 2015		
Description of Work		Earned Amount
• Bidding (325 hours)		\$60,000.
• Construction Documentation(1620 hours)		\$300,000.
• Construction Administration (400 hours)		\$75,000.
G. April 2015		
Description of Work		Earned Amount
• Construction Documentation(1620 hours)		\$300,000.
• Construction Administration (400 hours)		\$75,000.
H. May 2015		
Description of Work		Earned Amount
• Construction Administration (400 hours)		\$75,000.
I. June 2015		
Description of Work		Earned Amount
• Construction Administration (400 hours)		\$75,000.

J. July 2015		
Description of Work	Earned Amount	
• Construction Administration (400 hours)	\$75,000.	
K. August 2015		
Description of Work	Earned Amount	
• Construction Administration (400 hours)	\$75,000.	
L. September 2015		
Description of Work	Earned Amount	
• Construction Administration (400 hours)	\$75,000.	
M. October 2015		
Description of Work	Earned Amount	
• Construction Administration (400 hours)	\$75,000.	
N. November 2015		
Description of Work	Earned Amount	
• Construction Administration (400 hours)	\$75,000.	
O. December 2015		
Description of Work	Earned Amount	
• Construction Administration (400 hours)	\$75,000.	
P. January 2016		
Description of Work	Earned Amount	
• Construction Administration (400 hours)	\$75,000.	
Q. February 2016		
Description of Work	Earned Amount	
• Construction Administration (400 hours)	\$75,000.	
R. March 2016		
Description of Work	Earned Amount	
• Construction Administration (400 hours)	\$75,000.	
S. April 2016		
Description of Work	Earned Amount	
• Construction Administration (400 hours)	\$75,000.	
T. May 2016		
Description of Work	Earned Amount	
• Construction Administration (400 hours)	\$75,000.	
U. June 2016		
Description of Work	Earned Amount	
• Construction Administration (400 hours)	\$75,000.	

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V. July 2016		
Description of Work		Earned Amount
• Construction Administration (400 hours)		\$75,000.
W. August 2016		
Description of Work		Earned Amount
• Construction Administration (400 hours)		\$75,000.
X. September 2016		
Description of Work		Earned Amount
• Construction Administration (400 hours)		\$75,000.
Y. October 2016		
Description of Work		Earned Amount
• Construction Administration (400 hours)		\$75,000.
Z. November 2016		
Description of Work		Earned Amount
• Construction Administration (400 hours)		\$75,000.
AA. December 2016		
Description of Work		Earned Amount
• Construction Administration (135 hours)		\$25,000.
BB. January 2017		
Description of Work		Earned Amount
• Construction Administration (135 hours)		\$25,000.

In addition to these professional fees, reimbursable expenses will be billed on a monthly basis and include all expenditures made by the Architect and the Architect's employees and Consultants in the interest of the project and any fees paid for securing approval of authorities having jurisdictions over the project. Reimbursable expenses also include the expense of travel, printing, art supplies, express mail services and professional renderings or models. Regular mail, long-distance calls and faxes will not be billed. All reimbursable expenses will be billed on a monthly basis at a multiple one and one-tenth (1.10) times the actual cost.

Invoices will be sent to the following:

Mr. Kerr Brown
Nevele R, LLC
Government Center Building, 5th Floor
P. O. Box 388
Ellenville, New York 12428

Re: NEVELE Casino, Resort and Spa
RFA and Initial Documentation
HMBA project #06077.02

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With copies to:
Mr. Arne Aakre
Jay Shapiro & Associates, Inc.
44-A Peapack Road
Far Hills, New Jersey 07931

All requests for payment will be billed monthly based on the payment schedule outlined in Section II of this proposal. Payments are due within 30 days from receipt of electronic invoice. Originals will also be sent via US Mail. Payments due the Architect that are unpaid under this Agreement after 30 days from receipt of invoice shall bear interest from the date payment is due at the legal rate prevailing at the principal place of business of the Architect.

III. DESIGN TEAM:

The design team for Package-1 that we will collaborate with includes the following firms:

- Lead Architect: Wilday Architects
- MEP/FP engineers: Edwards and Zuck
- Structural engineers: Ryan-Biggs
- Civil Engineer: The Chazen Companies, Inc.
- Energy and Sustainability: Taitem Engineering
- Food Service: Jacobs Doland Beer
- Production Architect for hotel rooms and core & Shell of existing buildings: Foit-Albert Architects

These consultants and their scope of work or professional fees are not included in this proposal.

Specification writing of the architectural portion of the work outlined in this agreement are included in the scope of this agreement. These services will be provided by Construction Specification, Inc.

IV. SCHEDULE:

The schedule for the scope listed in this proposal include the following durations:

- A. Completion of Construction Documents (November 2014 - April 2015)
- B. Bidding -- assumes multiple bid packages (October 2014 - March 2015)
- C. Construction Administration (November 2014 - October 2016 substantial completion)
(November 2016 - January 2017 wrap-up and close-out)

V. EXCLUSIONS:

The following are not included in this proposal. This is not to be considered an exhaustive or all-inclusive list.

- Consultants of any kind other than the specification writer for the portion of the work outlined in this proposal
- Record drawings of final as-builts
- Coordination of LEED documentation and submission to the US Green Building Council
- On-site construction administration staffing on a daily basis
- Certification of monthly payments due contractors

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--Services that extend beyond January 2017

VI. ADDITIONAL SERVICES

Additional Services, if required, will be billed on an hourly basis with prior written approval by the Client of the scope of services and an estimate of fees to complete. These include items not listed in this agreement that may require additional effort by Holzman Moss Bottino Architecture.

VII. CONCLUSION

If this proposal meets with your approval, please have your legal department develop an agreement for these services with this document serving as an attachment.

This is a project of great importance to our office and the State of New York. We look forward to participating in a project of legacy proportions that will endure the test of time.

All the best,



Douglas Moss, AIA, LEED BD+C, AP
Partner
Holzman Moss Bottino Architecture, LLP

Cc: Kerr Brown; Nevele R, LLC
Jay Shapiro; Jay Shapiro & Associates, Inc.
Arne Aakre; Jay Shapiro & Associates, Inc.
Nestor Bottino; HMBA
Connie Tannazzo; HMBA

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Claremont Partners Limited
1745 Broadway – Suite 1700
New York, NY 10019

Att: Mr. Michael Treanor

Dear Michael,

We are pleased to present to you, for your consideration and approval, our proposal to provide the services discussed (re: foodservice) in support of your application for a gaming license at the planned Nevele Resort Casino Spa in Ellenville, New York.

We have reviewed the submitted materials and notes from our meetings. We are fully familiar with the intent of the project. Based on the information received, we understand the program to include a complete transformation of the existing Nevele property resulting in a first tier resort, spa and casino with substantial and varied dining options. They will be available across the property and may include:

- In Room Dining in approximately 500 hotel rooms and suites
- Table / slot-side service to select areas of the Casino
- 8 – 10 additional venues, including but not limited to:
 - 24 hour / 3 meal venue
 - Grill supporting Golf and Pool programs
 - Coffee Shop supporting bus program
 - Deli venue
 - Buffet or Food Hall
 - Noodle Shop and / or Sushi venue
 - Steakhouse
 - Creamery (Ice cream shop / soda fountain venue)
 - Additional specialty venues (Brick oven pizza, Artisinal pizza, etc.) TBD
- Banquet staging and support where required (Stardust Ballroom, flexible space, etc.)
- Liquor bars (including lounges, tap rooms and service bars)
- Central commissary
- Mini bars
- Vending where required
- Ulster County / Hudson Valley Farmer's Market
- New York Wines Shop
- Employee dining venue

Our primary goal will be to present the guests with best-in-class options across all price points and experiences. At the same time we'll feature local products and programs which celebrate the surrounding area and support the local economy

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We understand that Innovation Group has been retained to provide a Food and Beverage-specific high level analysis of the market and the project. We look forward to receiving a copy of their report which we understand will be issued shortly. We will embrace and build on their suggestions, providing additional thoughts along the way.

At all points we'll be focusing on building in scalability in order to match operating costs to occupancy during peak and off-peak periods. As with all things this will be balanced against guest experience. We will identify the elements which must be constantly available (In Room Dining, 3 Meal Venue, etc.) and those which can be taken offline at points. We'll also look to provide enough variety and options within the constantly operating venues to prevent the guest from feeling slighted. (For example prime Angus beef specials in the 3 meal venue when the steakhouse is closed.)

In addition we will reach out to our various clients to introduce them to the project, make introductions and, solicit written affirmations of their interest (based on plan review and conversations with your team.

Our proposal follows and carries professional services including Concept Development, Project Programming and Schematic Design. Targeted deliverables will include schematic layouts (with narratives and menu abstracts) for each area, a broad narrative tying together the overall program and a preliminary budget projection by area.

This fee is broken down by phase and payable as shown (Appendix B) and under the terms attached (Appendix C).

Please review the attached proposal and contact us should you need further information.

Respectfully Submitted,

Gary Jacobs, Principal

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APPENDIX A

Scope of Basic Services

Phase 1 – Design

Project Programming will be provided and the various components of foodservice operations will be identified and space allocations provided for each function. We anticipate substantial coordination with the full design and operations team during this phase as we understand that our work will be a central component of the guests' experience and the project's profitability. We will develop a matrix of guest experiences addressing a broad range of budgets and tastes.

As we are not sure of the eventual operating model (Licensed venues? Self-operated venues? Straight leases?) we will allocate enough space for each venue to operate independently though we will also define a commissary program capable of fully or partially supporting each venue. Similarly we will plan a central beverage distribution system for both case and draft goods, with provisions to monitor consumption by venue.

During this phase we will address scalability This will become the basis for design.

Schematic Design will commence from the approved program and the various areas within each venue will be shown in spacial relationship to each other in order to establish flow. Scale drawings (in plan view) will be produced from the approved Schematic drawings. They will include all foodservice areas and will be developed with the intention of establishing locations of specific functions (i.e. vegetable preparation, dry storage, ware washing, etc.) and required square footage allocations for same. These areas will be labeled within the drawings.

Two dimensional elevation drawings for display kitchens / service counters will be provided for up to six venues, as we expect that certain programs will not carry these features.

All of our work will be delivered electronically and by hard copy. We will transmit PDFs, Excel spreadsheets, Word documents and AutoCAD drawing files.

Schematic budgets (by area) will be provided at this stage to verify compliance to project budget. These will be broken down by individual venues and shared resources, including the commissary, central receiving and storage areas, beverage distribution systems and remote refrigeration systems.

We will identify and quantify the various Point Of Sale components, though we understand that these budget allocations will be carried within the project's overall IT budget which will be developed (along with construction, mechanical systems and FF&E items) outside our scope.

We will also deliver a narrative describing the programs at each venue. We will include representative menus, selected graphics from the public domain and any proprietary images which our clients or other potential operators will allow access to.

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APPENDIX B

The fee for the services to be provided is as follows and will be billed proportionately by percentage of completion:

01. The fixed fee amount of Fifty Seven Thousand Five Hundred Dollars (\$57,500.00)
02. Services will be invoiced in proportion to work accomplished, with the following schedule of fee/phase:
 - a. Initial deposit \$ 12,500.00
 - b. Completion of Project Programming \$ 10,000.00
 - c. Completion of Schematic drawings (in plan view) \$ 12,500.00
 - d. Completion of Elevation drawings \$ 5,000.00
 - e. Completion of Budget document \$ 5,000.00
 - f. Completion of Narrative \$ 12,500.00

Printing and other reproduction costs will be considered reimbursable expenses and will be billed to the client at cost, as will any messenger / courier services, express delivery services and authorized travel.

Estimated Reimbursable expenses:

Printing and reproduction	- \$1000.00
Delivery Services	- \$500.00

All invoices will be considered as due and payable within 30 days of issuance.

We anticipate 15 meetings throughout the project with an average duration of 3 hours.

We also anticipate two trips to the property

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Additional Services

If the client requests services not included within the scope of basic services, they shall be provided if authorized by the client, and they shall be paid for at our regular hourly rates. (\$275 / hour for consultation by Partner or Director; \$175 / hour for consultation / design services by Senior Designer; \$135 / hour for design services by Staff Designer) Such additional services shall include, but not be limited to:

- 1) Revisions to any phase of the work after written approval has authorized us to proceed
- 2) Revisions to any phase of the work resulting from significant changes to the backgrounds initially provided to us by the client.
- 3) Additional areas not previously described in the scope of work section of this document.

APPENDIX C

Terms of Agreement

1. **Standard Applicable To Services.** We will utilize reasonable and customary care to provide a design that is in compliance with the minimum requirements of all applicable Health Codes.
2. **Consultants.** We will be consultants to you with respect to the Project and shall work carefully and diligently with your design professionals and others, as necessary and appropriate, in performing the Services. We are not, and do not hold ourselves out to be, architects, engineers, or counsel with respect to the Project. We don't guarantee in any manner the ultimate success of the Project. You agree that we will not have any liability of any kind to you or any other person as a result of our provision of the Services (unless it is finally determined by an arbitration panel or a court of competent jurisdiction, as the case may be, that we were grossly negligent or acted in bad faith.)
3. **Dispute Resolution.** You and we both hereby agree that if any dispute shall arise under this proposal relating to the Services that you and we are unable to settle on our own, then such dispute shall be subject, first, to mediation and if, thereafter, you and we are still unable to resolve our differences then such dispute shall be settled by arbitration. . You and we shall share equally the cost of all arbitrator's fees and filing fees. An arbitration award shall be final and binding upon the parties, provided, however, that the award shall be subject to judicial review in the state courts of the State of New York for gross errors of law in addition to any other grounds of review allowed or required by applicable law.
4. **Termination and Suspension.** You may terminate this letter or suspend the Project upon seven days advance written notice to us but, in such instance, you will be obligated to pay to us any portion of the Fee referred to in Section 2 that is due and payable prior to termination or suspension and in either case any expenses and disbursements that we have incurred in providing the Services or otherwise on your behalf prior to the termination or suspension, unless there is a legitimate basis for the termination or suspension resulting directly from our negligence, acting in bad faith, or failure to perform in a manner that is generally considered to be in keeping with industry standards. Even if this letter is terminated, Sections 5, 6, 7, 8, and 9 hereof will remain in effect.

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5. Choice of law. This letter shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law. You agree that any dispute resolution or litigation relating to this letter or the Services will be located in New York City and, if litigation, will be initiated and maintained in the state courts of the State of New York.
6. Binding Effect. This letter shall bind you and us, our respective successors and assigns, and any successor of any substantial portion of our business or assets.
7. Insurance. You agree to maintain adequate damage insurance covering the Project at all times that our personnel are on site at the Project. You also agree to hold our personnel harmless against any and all losses, claims, damages or liabilities arising from their actions at the Project site, unless it is finally determined by an arbitration panel or a court of competent jurisdiction, as the case may be, that such losses, claims, damages, or liabilities arise solely out of our negligence.
8. Notice. All notices that are required, permitted or otherwise appropriate hereunder shall be in writing and served upon the other party via personal delivery, overnight courier or certified mail, postage prepaid, return receipt requested, to the other party being given notice at the address set forth on the first page of this proposal. You and we may each designate new addresses or other agents or representatives to be notified hereunder by notice given in the aforesaid manner.
9. No Waiver. No waiver by you or by us of any violation of this letter shall be deemed to be a waiver of any other or subsequent violation.
10. Authority to Sign Letter. You and we each warrant and represent to each other that each of us are organized under the laws of the State of New York or are otherwise authorized to operate and conduct business in New York. You and we each further represent that each of our respective officers have executed all necessary consents and resolutions to enter into this letter, as the Agreement, and that all officers necessary to bind each of us to this letter have placed their signatures below.
11. Severability. If any provision of this letter, or any amendment made hereto or application hereof, is held to be invalid, such provision shall be severed from the letter, and the remainder shall survive and continue in full force and effect. In such event, you and we shall take whatever steps are necessary to affect the intentions and purposes of such invalidated provisions by other legal means, unless such efforts would be futile or legally impossible.
12. Entire Agreement; Modification. This letter, along with the attached Appendix A and Appendix B, constitutes the full and complete agreement that you and we have negotiated relating to the Services and supersedes any and all prior written or oral agreements or understandings between us. The terms, covenants and conditions contained in this letter shall not be modified, except by a subsequent writing executed by both of us.

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13. Good Faith and Fair Dealing. You and we each agree to cooperate with respect to all matters relative to this letter and further agree to deal with each other in good faith
If this letter correctly sets forth our understanding, please indicate your acceptance of this letter as a complete and accurate manifestation of the Agreement by signing this letter in the space provided below and returning it to us. We look forward to working with you and establishing a mutually satisfying working relationship.

ACCEPTED AND AGREED THIS 9th DAY OF January, 2014



By:

Name / Title Michael R. Treanor, CEO

Medenbach & Eggers

Civil Engineering and Land Surveying P.C.

4305 US Highway 209
Stone Ridge, New York
12484-5620

Phone (845) 687-0047
FAX (845) 687-4783

Barry Medenbach, P.E.
N.Y. Lic. No. 60142
N.J. Lic. No. 27646

William R. Eggers L.S.
N.Y. Lic. No. 49785

April 24, 2014

Nevele – R, LLC
242 West 27th Street
Suite B-1
New York, NY 10001

Re: Proposal for off site parking lot Concept Design for +/- 500 vehicles situate in the Town of Wawarsing, Ulster County, NY. Tax map numbers: 90.2-3-13, 90.4-2-15, 90.4-2-17.2 and 90.4-2-13. Approximately 75 acres

Dear Bryan,

As per our phone conversation and previous RFP for another site we have prepared the following estimate to provide services requested.

The scope of service will include the following:

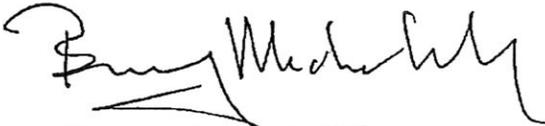
1. Site evaluation of approximately 75 acres of 145 acre area to include an inventory of all physical and environmental concerns that may effect development of the site for the off site parking facility as outlined in the RFP. This will include a search of records with various agencies including New York State Department of Environmental Protection (NYSDEC) and Ulster County Health Department (UCHD) as well as other state data bases.
2. Review Town of Wawarsing zoning codes for compliance of proposal.
3. Prepare a concept design of the parking facility using existing available mapping. The concept plan will include all features outlined in the RFP and coordinated with yourself and project sponsors. The concept plan will also include a scaled layout showing driveway, parking spaces, drop off and loading areas, accessory buildings landscaped areas for screening and a storm water pollution prevention plan that will become landscaped features such as rain gardens and will conform in principle with the NYS regulations.

4. Facilitate review with Planning Board and prepare presentation for two Planning Board meetings to obtain concept approval.
5. Prepare written report outlining the project with the data used for site evaluation and developing the concept plan including a list of agency requirements and permits.

The total estimated cost for the above is \$3,000.00. A deposit of \$1,500.00 is requested with authorization to proceed.

Thank you for considering us for this project and if you have any questions please call.

Yours truly,



Barry Medenbach, P.E.

I accept: 

M. Treaner

Date: 4/25/14



May 29, 2014

Mr. Michael Treanor
Nevele – RLLC
Box 388
Ellenville, NY 12428

**Re: Nevele Resort Casino and Spa
Ryan-Biggs Project 10551**

Dear Michael:

This letter is a follow-up to several conversations and e-mails regarding Ryan-Biggs services for structural engineering for the proposed Nevele Resort Casino and Spa. Jay Shapiro & Associates requested we provide an overall fee structure for services that will be used to develop the final contract for the project and this interim letter to address services through the RFA response.

The overall fee structure with a deferral pending successful award of license has been provided under separate cover.

Our effort in this first phase will be to provide preliminary design input to support of the RFA response, to assist in project budget development, and to plan the early packages that will be on the critical path to meet the construction schedule.

Based on our discussions with Jay and Arne we have allocated \$120,000 for services through June 30, 2014. We are proposing to invoice this in three monthly installments and our first invoice is attached.

We look forward to continuing to work with you and the entire team toward a successful award and project.

Please countersign this letter as acknowledgement of our agreement for this initial phase.

RYAN-BIGGS ASSOCIATES, P.C.

NEVELE R -LLC

A handwritten signature in blue ink, appearing to read "Paul A. Rouis III", is written over a horizontal line.

Paul A. Rouis III, P.E.

Attachment

PC: Kerr Brown – Nevele R- LLC
Jay Shapiro – JS&A



RYERSON STUDIO



59 Florence Street Kingston, NY 12401-3017 ☎ 845-338-5084

Web: www.ryersonstudio.com ☎ e-mail: mike@ryersonstudio.com

January 2, 2014

NEVELE INVESTORS, LLC

PO Box 358

Ellenville, NY 12428

RE: *Nevele Resort & Casino Model*

Attn: Michael Treanor

Dear Michael,

The wait is over and I am so pleased to finally present the following proposal. Based on our conversations, meetings and review of the production drawings available with Peter Wilday Architects, below please find the outline proposal for the construction for the Nevele Resort model:

NEVELE RESORT & CASINO

Scale: 1/16" = 1'-0" Scale

A 3-dimensional full color architectural model encompassing a footprint area of approximately 8'-4" x 12'-0" with two chamfered corners at 1/16"=1'-0" scale, as outlined and approved by the Developer and Peter Wilday Architect, LTD.

The model will be constructed in 3 sections of approximately 4'-0" by 8'-4" each, depending on reviewed logical splice points in the plan. The base components of the model will be bolted together using flat locking hardware to streamline disassembly as necessary. All seams will be kept as clean as possible but in some instances a visible joint line will be inevitable.

All construction CAD drawings will be provided by Wilday Architecture and all model construction will be addressed in full color, with all architectural elements to be addressed in full dimension as illustrated on the CAD files. All building information constructions not ready at time of installation will be built to the sketches of Wilday Architects.

Topography will be addressed in full color with all natural, manmade and landscape constructions included. Topography will be built from approved CAD files of the Master Plan provided by Wilday Architects and will address final finish grading to the new buildings and parking as specified for topographic production.

AGREEMENT MADE this 23 day of May, 2012 by and between Chazen Engineering, Land Surveying & Landscape Architecture Co., P.C. (CELSLA) or Chazen Environmental Services, Inc. (CES), each existing under the laws of the State of New York, with their principal places of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to collectively as "Chazen") and Nevele Investors, LLC (hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the *Estimated Costs Spreadsheet* dated May 17, 2012 which is hereby made a part of this Agreement.
2. **COMPENSATION:** Chazen's compensation for services shall be \$25,000/month commencing on or about June 1, 2012. Chazen shall submit invoices on or about the tenth day of each month tracked against the Monthly payment plan. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.

A retainer in the amount of \$ 25,000/month beginning on/or about June 1, 2012 .

Final payment will be due upon delivery of the final work product (e.g. report, survey, etc.).

3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.
4. **PROJECT DOCUMENTS:**
 - A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.
 - B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.
 - C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.
 - D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.
 - E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.

- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.

5. **INDEMNITY & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:

- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen agrees to indemnify Client against loss caused by the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
- B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.

6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.

7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.

8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.

9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.

10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be

Professional Services Agreement

Proposal Number: PC12-028

Project Name: Nevele Development

Project Number: 31225.00

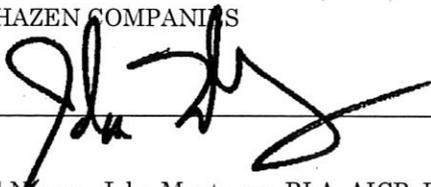
deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.

- 11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.
- 12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).
- 13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.
- 14. **CONFIDENTIALITY:** Chazen will keep all information regarding the project as confidential unless required to disclose under law or as authorized by the client.
- 15. **CLIENT ADDRESS:** Nevele Investors, LLC, P.O. Box 388 Ellenville, NY 12428. Invoicing will be by email to kbrown@claremontplc.com.

CLIENT Nevele Investors, LLC

THE CHAZEN COMPANIES

By: 

By: 

Printed Name: Michael Treanor

Printed Name: John Montagne, RLA, AICP, Principal

Date: May 23, 2012

Date: May 23, 2012

PRE-DEVELOPMENT CONSULTANCY AGREEMENT

This Agreement ("Agreement") made as of the 15th day of May by and between Tishman Construction Corporation of New York, having offices at 100 Park Avenue, New York, N.Y. 10017 (hereinafter "Consultant") and Nevele Investors, LLC, having offices at P.O. Box 388, Ellenville, NY 12428(hereinafter "Owner").

WITNESSETH

WHEREAS, Owner desires to retain Consultant in connection with pre-development consulting services relating to Nevele Resort, Casino & Spa, Ellenville, NY(hereinafter the "Project") and Consultant desires to be so retained.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Owner and Consultant agree as follows:

ARTICLE 1 - BASIC SERVICES

1.01. Consultant shall provide the Services described in Schedule A, "Services" (hereinafter "Services") attached hereto and made a part hereof for an initial term of eighteen months commencing as of June 1, 2012 through December 1, 2013. At Owner's option, Consultant shall continue to provide Services on the same terms and conditions as set forth herein on a month-to-month basis after December 1, 2013.

ARTICLE 2 - FEES

2.01. Owner shall pay Consultant a fee in the amount of Ten Thousand Dollars (\$10,000) per month for the Services (the "Fee") which Fee shall be the sole compensation to Consultant, including its general overhead and profit, except for Reimbursable Expenses and and/or Personnel costs as provided for in Article 3. The parties anticipate that the total Fee earned by Consultant for the Services shall be \$180,000 based on the anticipated term defined above in Paragraph 1.01. The parties agree that Owner shall pay the Fee as follows: on the first day of each month during the term hereof, Owner shall pay Consultant Five Thousand Dollars per month (\$5,000) and the monthly balance (\$5,000) shall be accrued. The total of the monthly accrued fees (\$5,000 per month) shall be payable by Owner to Consultant within three business

days of the date Owner receives its Gaming License. In the event Owner does not receive its Gaming License, payment of the accrued monthly fees shall be waived by Consultant. In the alternative, in the event Owner wishes to authorize full development of design prior to receiving its Gaming License, Owner shall enter into a Construction Management Agreement with Consultant and the terms of the Pre Development Consultancy Agreement shall be void.

2.02. Reimbursable Expenses (hereinafter defined) shall be payable monthly based upon Consultant's requisition which shall be in sufficient detail to enable Owner to reconcile said requisition.

ARTICLE 3 - REIMBURSABLE EXPENSES and PERSONNEL COSTS

3.01. In addition to the Fee set forth in Paragraph 2.01 herein, Owner shall reimburse Consultant for all out-of-pocket expenses ["Reimbursable Expenses"]. Out-of-pocket expenses shall include long distance phone calls, automatic data processing, facsimile, blueprinting; and all travel related expenses. For the duration of the Pre Development Consultancy Agreement, a Not to Exceed (NTE) Allowance of \$10,000 has been established for Reimbursable Expenses. Such Reimbursable Expenses shall be reimbursed at 100% of the cost incurred. The NTE Allowance shall not be exceeded without the Owner's prior written consent.

3.02 In addition to the Fee set forth in Paragraph 2.01 herein and Reimbursable Expenses defined above, Owner shall reimburse Consultant for any field personnel assigned to the Project (with Owners prior written approval) for such portion of their time as spent working on the Project (plus overtime pay for non-exempt personnel as required by law).

ARTICLE 4- CONSULTANT'S ACCOUNTING RECORDS

4.01. Records of Reimbursable Expenses shall be kept on the basis of generally accepted accounting principles and shall be available to Owner at mutually convenient times in Consultant's New York offices.

ARTICLE 5 - MISCELLANEOUS

5.01. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed validly given if sent by United States mail, certified or registered, postage prepaid; by overnight delivery service; or by hand delivery, addressed to the parties as set forth above and shall be effective on actual receipt.

5.02. The captions and headings herein contained are for information only and shall in no way modify or limit the terms, provisions or conditions hereof.

5.03. Consultant shall keep Owner information confidential and shall not make public any information nor issue any press releases relating to the Project without prior written approval from Owner.

5.04. This Agreement constitutes the entire contract between the parties. No provisions of this Agreement shall be changed or modified, nor shall this Agreement be discharged, in whole or in part, except by an agreement in writing signed by the party against whom the change, modifications or discharge is claimed or sought to be enforced. No waiver of any of the conditions or provisions of this Agreement or any of the rights of either party hereunder shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given, consented to or suffered by waiver.

5.05. This Agreement shall be governed by the laws of the State where the Project is located without regard to conflict of law provisions.

5.06. Both parties acknowledge and agree that they are contracting only with the named entities (each a "Named Contracting Entity") and that the parent and affiliates and general or limited partners, shareholders, holder of any equity interest, officers, employees or directors of such parents and affiliates of each Named Contracting Entity are not liable hereunder and are not liable for the Named Contracting Entity's performance hereunder. No general or limited partner or shareholder of either Named Contracting Entity or other holder of any equity interest in either party to this Agreement nor any of the owners, officers, employees or directors of same shall be personally liable under this Agreement or be personally liable for the performance of any such party's obligations under this Agreement. Neither Named Contracting Entity will enter into any agreements with third parties without the inclusion of an exculpatory clause similar to that set forth herein.

5.07. Anything in this Agreement to the contrary notwithstanding, both parties agree that neither shall be liable to the other for damages in the nature of special, indirect or consequential damages. Notwithstanding any other provision of this Agreement, the Consultant's total liability to Owner for breach of this Agreement and/or any other cause of action under this Agreement and/or the common law shall not exceed 50% of the Fee paid to the Consultant under this Agreement plus the proceeds of all available insurance policies, if any. Nothing in this Article shall relieve either party of proving its actual damages.

5.08. To the extent permitted by law, Owner shall indemnify and hold Consultant and its officers, directors and employees harmless of and from any and/or all liability, damage, loss, claim, action, demand or expenses (including legal fees and disbursements) sustained or incurred by Consultant as a result of any act or omission of Owner or its agents, employees, contractors and Architect, or as a result of any other matter beyond Consultant's control, other than as a result of Consultant's gross negligence or willful misconduct.

5.09. Intentionally deleted.

5.10. The Owner shall, at the request of the Consultant, furnish to Consultant reasonable evidence that financial arrangements satisfactory to Consultant have been made to fulfill the Owner's obligations under the Agreement.

5.11. The Owner may terminate this Agreement for convenience at any time and for any reason whatsoever, within the consultancy period, by giving Consultant thirty (30) days written notice of its intention to terminate this Agreement and pay Consultant for Services performed and Reimbursable Expenses incurred prior to the date of such termination. In the event that Owner fails to pay Consultant in accordance with the terms of this Agreement, Consultant shall give the Owner thirty (30) days written notice of its intention to terminate this Agreement and in the event Owner fails to make the required payment within said thirty day cure period, Consultant may terminate this Agreement without additional notice to Owner.

5.12. Owner acknowledges and agrees that, to the extent that Consultant has provided its Services in accordance with this Agreement, to the standard of a competent Consultant in the metropolitan area where the Project is located, Consultant shall not be held responsible for failure of the Project to meet the Owner's LEED goals for the Project.

Intentionally deleted.**5.14.** Intentionally deleted.

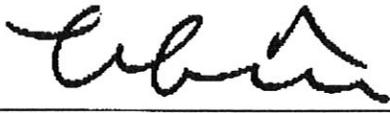
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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Tishman Construction Corporation of New York
(Consultant)

By:  _____

Nevele Investors, LLC
(Owner)

By:  _____

Title: Chief Executive Officer

SCHEDULE A

SERVICES

Consultant will provide the following services:

1. Plan Review, Value Engineering and Budgeting

- (1) Review plans and specifications developed by the architectural/engineering teams and advise on practical alternates that may save time and/or money throughout the development of the design drawings and specifications as follows:
 - (a) The analysis of systems (including components), materials, and equipment to take advantage of current conditions in the construction market.
 - (b) Preparation of cost model estimates; budgets of systems, assemblies, equipment and materials
- (2) Review design for adaptability to staged construction and early commitment for the purchase and fabrication of long-lead items.
- (3) Review of design with respect to new and innovative developments which may produce savings in time and/or money while maintaining or improving quality.
- (4) Review of design for construction feasibility, ease and speed, and for the use of appropriate labor-saving, offsite fabrication and preassembly of building systems.
- (5) Investigate, analyze and advise Owner of existing and projected labor availability in key trades and review design to minimize allocation of work to less readily available trades.
- (6) Advise Owner of current pricing throughout the local area.
- (7) Review of the specifications for conformance with current trade practices and appropriate allocation of equipment purchases and work assignments.
- (8) Review that alternate systems, components, materials and techniques are fully identified and specified so as to permit proper bidder response.

2. Project Planning

Nothing contained in this Agreement shall be deemed to require or authorize Consultant to perform with its own forces any act which would constitute the rendering of professional services, such as the practice of law, architecture, engineering, certified LEED consultation; or laboratory testing. The reviews, recommendations and advice to be furnished by the Consultant hereunder shall not be deemed to be warranties or guaranties or constitute the performance of professional services, it being understood that any such recommendation or advice pertaining to legal, LEED, engineering or architectural matters shall only be considered as a recommendation by Consultant which is subject to the review and approval of the Owner, Architect and/or LEED consultant.

Analyze requirements which may impact the project cost prior to bidding.

3. Project Scheduling

- (1) Develop bar chart schedules which will highlight critical Owner's decisions and identify long-lead items for their advance procurement.
- (2) Identify in such schedules any requirements for off-hours work, overtime work programs, and shutdowns so that such requirements may be addressed in the bid documents.
- (3) Identify opportunities for "fast-tracking" the overall project schedule and evaluate costs and benefits of such strategies.