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## NOTICE OF PUBLIC HEARING

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NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and Article 18-A of the New York State General Municipal Law will be held by the Town of Brookhaven Industrial Development Agency (the “**Agency**”) on the 17th day of November 2015, at 11:00 a.m. local time, at the Town of Brookhaven Division of Economic Development, 2<sup>nd</sup> Floor, One Independence Hill, Farmingville, New York 11738, in connection with the following matters:

The Agency previously assisted Sayville Browning Properties, Inc., a New York business corporation (the “**Company**”), in the acquisition of an approximately 4 acre parcel of land located at 5000 Express Drive South, in Ronkonkoma, Town of Brookhaven, Suffolk County, New York (the “**Land**”), and (i) the construction and equipping of an approximately 111,848 square foot building thereon, and (ii) the construction and equipping of an approximately 2,400 square foot building thereon, to be used as a sewage treatment plant (the “**Improvements**” and “**Equipment**”; and, together with the Land, collectively the “**Original Facility**”), which Original Facility was leased by the Agency to Browning Hotel Associates, LLC, a New York limited liability company (the “**Sublessee**”) pursuant to a certain Lease Agreement, dated as of July 1, 2000 (the “**Original Lease Agreement**”), between the Agency, as lessor, and the Sublessee, as lessee, and used by the Sublessee as a 154 unit extended stay all-suite hotel and conference center for business travelers and as a tourism destination (known as Ronkonkoma Courtyard by Marriott).

In connection with the leasing and subleasing of the Original Facility, the Agency and the Sublessee entered into a certain Payment-in-Lieu-of-Tax Agreement, dated as of July 1, 2000 (the “**Original PILOT Agreement**”), whereby the Sublessee agreed to make certain payments-in-lieu-of-taxes on the Original Facility to the Taxing Authorities (as defined therein).

The Original Lease Agreement was assigned to the Company by a certain Assignment, Assumption and Release Agreement, dated as of December 1, 2000 (the “**Assignment**”), by and among the Agency, the Sublessee and the Company. The Original Lease Agreement was modified as to certain of the definitions pursuant to a certain Second Lease Modification Agreement, dated as of November 1, 2003 (the “**Second Lease Modification Agreement**”), by and between the Agency and the Company. The Original Lease Agreement was modified as to certain of the definitions pursuant to a certain Third Lease Modification Agreement, dated as of December 1, 2005 (the “**Third Lease Modification Agreement**”), by and between the Agency and the Company. The Company previously entered into a certain Agreement of Sublease, dated as of December 1, 2005 (the “**Sublease Agreement**”), between the Company and the Sublessee and, in connection therewith, requested that the Agency consent to the Sublease Agreement between the Company and the Sublessee. In connection with such consent the Agency required that the Company and the Sublessee enter into an Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of December 1, 2005 (the “**Amended and Restated PILOT Agreement**”), by and among the Agency, the Company and the Sublessee.

The Company and the Sublessee previously requested the Agency to provide its assistance in additional renovations to the Original Facility including renovations of the guest rooms, including, but not limited to, wallpaper, carpeting, furniture, life and safety, sprinkler and fire alarms, bathrooms and electronics and renovations to the conference center, meeting rooms and lobby and prefunction corridors (collectively, the “**Additional Renovations**”; and, together with the Original Facility, the “**Facility**”).

The Original Lease Agreement was modified as to certain of the definitions pursuant to a certain Amendment and Modification Agreement, dated as of December 1, 2009 (the “**Amendment and Modification Agreement**”), by and among the Agency, the Company and the Sublessee. The Company and the Sublessee previously requested the Agency’s assistance in connection with an extension of the abatement of real property taxes on the Facility for a term of up to five (5) additional years (the “**PILOT**”).

**Extension**”). The Agency previously provided financial assistance to the Company and the Sublessee consistent with the policies of the Agency, in the form of the PILOT Extension pursuant to a certain Second Amended and Restated PILOT Agreement, dated as of November 26, 2014 (the “**Second Amended and Restated PILOT Agreement**”); and, together with the Original PILOT Agreement, as amended by the Amended and Restated PILOT Agreement, the “**PILOT Agreement**”). In connection with the PILOT Extension and the Second Amended and Restated PILOT Agreement, the Original Lease Agreement was modified as to certain of the definitions and to extend the Lease Term (as defined therein) to coincide with the PILOT Extension pursuant to a certain Second Amendment and Modification Agreement, dated as of November 26, 2014 (the “**Second Amendment and Modification Agreement**”); and, together with the Original Lease Agreement, the Assignment, the Second Lease Modification Agreement, the Third Lease Modification Agreement, and the Amendment and Modification Agreement, the “**Lease Agreement**”).

Excel Holdings 4 LLC, a limited liability company organized and existing under the laws of the State of Delaware or another entity formed or to be formed by Excel Holdings 4 LLC or the principals thereof (collectively, the “**Assignee**”) has requested the Agency’s consent to the assignment by the Company of all of its rights, title, interest and obligations under the Lease Agreement, the PILOT Agreement and certain other agreements in connection with the Facility to and the assumption by the Assignee of all of such rights, title, interest and obligations of the Company, and the release of the Company from any further liability with respect to the Facility subject to certain requirements of the Agency.

The Agency contemplates that it will provide financial assistance to the Assignee, consistent with the policies of the Agency, in the form of continued abatement of real property taxes, sales tax exemptions, and exemptions from the mortgage recording tax in connection with the assignment and assumption of the Lease Agreement and the PILOT Agreement and the financing or refinancing of the Facility.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to the proposed financial assistance to the Assignee.

Dated: November 6, 2015

**TOWN OF BROOKHAVEN INDUSTRIAL  
DEVELOPMENT AGENCY**

By: Lisa MG Mulligan  
Title: Chief Executive Officer