



**LUCKETT PINSTEIN RIDDER**  
ATTORNEYS

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May 14, 2008

VIA HAND DELIVERY

Councilman Myron Lowery  
Chairman, Planning & Zoning Committee  
Memphis City Council  
125 North Main, Room 514  
Memphis, TN 38103

RE: Application for Waiver of Special Use Permit  
Holiday Inn, 2240 Democrat Road, Memphis, TN 38132

Dear Councilman Lowery:

On behalf of our client, RIYA PARIKH MEMPHIS, LLC, I am enclosing herewith a completed Application for Requesting a Waiver of the Special Use Permit Requirement for Non-Hourly Rate Hotels/Motels, along with 14 copies. We ask that the Application be placed on the agenda of the Planning & Zoning Committee's May 20, 2008, meeting.

Please let us know if you find any deficiencies in the Application, and we will correct them immediately.

Thank you for your consideration of the enclosed Application.

Sincerely,

Cindy McMullin  
Paralegal

PLEASE ACKNOWLEDGE RECEIPT BELOW:

Received By:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

*a professional corporation*



Memphis and Shelby County  
Office of Planning and Development

CITY HALL 125 NORTH MAIN STREET MEMPHIS, TENNESSEE 38103-2204 (901) 576-6691

APPLICATION FOR  
REQUESTING A WAIVER OF THE SPECIAL USE PERMIT  
REQUIREMENT FOR NON-HOURLY RATE HOTELS/MOTELS

Date Filed at OPD: \_\_\_\_\_ Case No. H/M Waiver \_\_\_\_\_  
Name of Applicant: RIYA PARIKH Name of Hotel/Motel: Holiday Inn  
MEMPHIS, LLC  
Address of Hotel/Motel: 2240 Democrat Road, Memphis, TN 38132

INSTRUCTIONS FOR CONTENT OF THE APPLICATION

Any person or entity desiring to operate a non-hourly rate hotel/motel shall submit this application for waiver of the issuance of a special use permit on the issuance of construction and use and occupancy permits to the Office of Planning and Development (OPD), Room 476, City Hall, 125 North Main Street, Memphis, Tennessee, 38103. OPD shall immediately forward the application to the City Council Office for placement on the next available Planning and Zoning Committee agenda. After the Committee's recommendation, the application will be placed on the next available City Council agenda for consideration. If approved, the application for waiver and approved Council resolution will be forwarded to the Office of Code Enforcement for verification that a waiver has been granted.

The application for waiver must contain the information hereinafter set forth. An original and fourteen (14) copies of this application form and all its required items must be filed with OPD at the above address. The application must be collated into individual packets with the same ordering of all items in each packet, the order which should follow sequentially with the numbered items below. The application must be accompanied by a sketch or diagram showing the configuration of the premises such as a site plan or plot plan taken from a survey of the property and include a building footprint, display of parking areas, any type of existing or proposed fencing, and access to and from the property. The site plan or plot plan need not be professionally prepared, but must be drawn to scale of no smaller than 1 inch equalling 100 Feet.

The application must set forth the following information:

1. The site plan as required above.
2. The names and addresses of all natural persons having an ownership interest in the business or in the case of a corporation or other entity, the names and addresses of each officer, director, partner, or managing agent.
3. A statement as to whether or not the applicant or any officer, director, partner, managing agent or manager has been employed in a sexually oriented business in a managerial capacity within the preceding twelve (12) months.

4. Whether the applicant, any officer, director, managing agent or manager has been convicted of a crime involving:
  - a. Prostitution;
  - b. Promoting prostitution;
  - c. Obscenity laws;
  - d. The sale, loan, distribution, or exhibition to one or more minors of material which is harmful to minors;
  - e. Use of minors for obscene purposes;
  - f. Promotion of performances including sexual conduct by minors;
  - g. Indecent exposure;
  - h. Statutory rape;
  - i. Rape, aggravated rape, sexual battery, or aggravated sexual battery;
  - j. Incest;
  - k. Criminal attempt, conspiracy, or solicitation to commit any of the foregoing offenses;
5. Whether the hotel, motel, or similar commercial establishment offers accommodations to the public for consideration and provides patrons with close circuit television transmissions, films, motion pictures, video cassettes, slides or any other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas" as defined in Ordinance 4013 and displays signs visible from the public right-of-way which advertises the availability of this adult type of photographic reproductions. This definition shall not include "R-rated" films so defined by the Motion Picture Association.
6. Whether the hotel, motel, or similar commercial establishment offers a sleeping room for rent more than Two (2) times in a period of 10 hours.
7. Whether the hotel, motel, or similar commercial establishment allows a tenant or occupant of a sleeping room to subrent the room for a period of time that is less than 10 hours.
8. Whether the hotel, motel, or similar commercial establishment offers or allows a discount or refund which is less than half the normal daily rate.
9. The names of any commercial lenders financing the acquisition, construction and/or renovation of the facility.
10. A copy of the instrument pursuant to which the owner or applicant acquired title to the property and the names and addresses of any lessees or sublessees of the facility.

The application shall be signed on Page 3 of 3 by a natural person who is either the owner, or authorized to sign on behalf of any corporation, partnership or limited liability company and shall specifically state that the applicant agrees to comply with the provisions of Ordinance 4013 and if the waiver is approved, that the owner/applicant agrees in writing in recordable form to be bound by the provisions of Ordinance 4013.

OWNER/APPLICANT CERTIFICATION AND SIGNATURE

I (We), RAJENDRA PARIKH certify that the above information required in Items 1 through 10 as attached are true and complete to the best of my knowledge. I (We) agree to comply with the provisions of Ordinance 4013 and if the waiver is approved, agree in writing to a recordable form to be bound by the provisions of Ordinance 4013.

\*  
Sign and Provide Appropriate Title  
such as Owner or Authorized Agent

05/12/08  
Date

SWORN to and SUBSCRIBED before me this 12 day of MAY, 2008.

Manherlal C. Shah  
Notary Public (Sign and Affix Seal)  
MY COMMISSION EXPIRES:

MANHERLAL C. SHAH  
NOTARY PUBLIC OF  
NEW JERSEY  
MY COMMISSION EXPIRES  
ON OCTOBER 02, 2010

DOC 3530U  
OPD

\*Signature of Applicant:

RIYA PARIKH MEMPHIS, LLC,  
a Tennessee limited liability company

By: [Signature]  
Name: RAJENDRA PARIKH  
Title: MNG MBR  
05/12/08

ATTACHMENT TO  
MEMPHIS AND SHELBY COUNTY  
OFFICE OF PLANNING AND DEVELOPMENT

Application for Requesting a Waiver of the  
Special Use Permit Requirement for Non-Hourly Rate Hotels/Motels

1. Site plan  
  
See attached survey
2. Names and addresses of all natural persons having an ownership interest in the business or in the case of a corporation or other entity, the names and addresses of each officer, director, partner or managing agent  
  
See attached list
3. Neither the applicant nor any officer, director, partner, member, managing agent or manager has been employed in a sexually oriented business in a managerial capacity within the preceding twelve (12) months.
4. Neither the applicant nor any officer, director, partner, member, managing agent or manager has been convicted of a crime involving:
  - a. Prostitution;
  - b. Promoting prostitution;
  - c. Obscenity laws;
  - d. The sale, loan, distribution, or exhibition to one or more minors of material which is harmful to minors;
  - e. Use of minors for obscene purposes;
  - f. Promotion of performances including sexual conduct by minors;
  - g. Indecent exposure;
  - h. Statutory rape;
  - i. Rape, aggravated rape, sexual battery, or aggravated sexual battery;
  - j. Incest; or
  - k. Criminal attempt, conspiracy, or solicitation to commit, any of the foregoing offenses.
5. The hotel which is the subject of this Application (1) does offer accommodations to the public for consideration, but (2) does NOT provide patrons with closed circuit television transmissions, films, motion pictures, video cassettes, slides or any other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas" as defined in Ordinance 4013 and does NOT display signs visible from the public right-of-way which advertise the availability

of these adult types of photographic reproductions (this definition does not include "R-rated" films so defined by the Motion Picture Association of America).

6. The hotel which is the subject of this Application does NOT offer a sleeping room for rent more than two (2) times in a period of ten (10) hours.
7. The hotel which is the subject of this Application does NOT allow a tenant or occupant of a sleeping room to subrent the room for a period of time that is less than ten (10) hours.
8. The hotel which is the subject of this Application does NOT offer or allow a discount or refund which is less than half the normal daily rate.
9. Name(s) of any commercial lenders financing the acquisition, construction and/or renovation of the hotel:

PNC Bank Real Estate Finance  
1600 Market Street, 30<sup>th</sup> Floor  
Philadelphia, PA 19103

10. Copy of instrument pursuant to which owner or applicant acquired title to the property and names and addresses of any lessees or sublessees of the property:

Applicant has not yet taken title to the property; it has a contract for the purchase of the property from the current owner. A copy of the first page and signature pages to the contract is attached along with a copy of the Assignment of the contract to Applicant.

**RIYA-PARIKH MEMPHIS, LLC**  
166 West Kelly Street, Metuchen, NJ 08840  
FEIN: 26-2232536

**Name, Addresses and Membership Interest**

(i)	Rajendra Parikh, Managing Member 5 Pheasant Hollow Drive Mount Laurel, NJ 08054	10%
(ii)	Ashish Patel, Member 10 Arrowhead Lane Somerset, NJ 08873	15%
(iii)	Sanjiv Parikh, Member 2 Delmar Way Monroe, NJ 08831	10%
(iv)	Chirag Patel, Member 1703 Cherrie Circle Blue Bell, PA 19422	10%
(v)	Chandresh Patel, Member 2024 Trowbridge Drive Newtown, PA 18940	10%
(vi)	Nilesh Patel, Member 5 Clemson Drive Garnet Valley, PA 19061	5%
(vii)	Ramesh Patel, Member 2 Alfred Court Wilmington, DE 19809	5%
(viii)	Hiten Patel, Member 25 Airport Road Morristown, NJ 07960	5%
(ix)	Sahil Patel, Member 25 Airport Road Morristown, NJ 07960	5%
(ix)	Jyotindra Patel, Member 15 Crestview Drive Kendall Park, NJ 08824	5%
(xi)	Nextbridge Group, LLC, Member Mukesh Patel, Principal 50 Cragwood Road -- Suite 100 South Plainfield, NJ 07080	20%

EXECUTION ORIGINAL

**AGREEMENT OF PURCHASE AND SALE**

HOLIDAY INN – MEMPHIS, TENNESSEE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made as of the Effective Date, by and between **GENWOOD MEMPHIS II LLC** a Delaware limited liability company (the "Seller"), and **RIYA GROUP OF COMPANIES, LLC**, a New Jersey limited liability company, or its permitted assignee (the "Purchaser").

**RECITATIONS:**

A. The Seller is the owner of that certain parcel of land located at 2240 Democrat Road, Memphis, Tennessee 38132, and being more particularly described on Exhibit A attached hereto and made a part hereof, and the improvements situated thereon, which improvements include, (among other things) a 375-room hotel, (the "Hotel"), operated as the Holiday Inn Select Memphis International Airport, including parking areas, amenities, luxury suites, entertainment areas, reception areas, outdoor swimming pools and fitness centers, and all furniture, fixtures and equipment currently used in connection with the operation of the Hotel.

B. The Purchaser is desirous of purchasing the above described property from the Seller, and the Seller is desirous of selling the above described property to Purchaser, for the purchase price and upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of premises and in consideration of the mutual covenants, promises and undertakings of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed:

**ARTICLE I  
DEFINITIONS**

1.1 Definitions. The following terms shall have the indicated meanings:

1.2 "Accounts Receivable" shall mean all accounts receivable of the Hotel which are shown on the records of the Hotel.

1.3 "Advance Bookings" shall mean reservations and agreements made or entered into by the Seller prior to Closing and assumed by the Purchaser for Hotel rooms or meeting rooms to be utilized after Closing, or for catering services or other Hotel services to be provided after Closing, in the ordinary course of business.

1.4 "Affiliate" shall mean any entity a principal of which is a principal of the Purchaser, or any Person that is directly or indirectly (through one or more intermediaries) controlled by, under common control with, or controlling another Person. For the purposes of this definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any Person or the power to veto major

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed in their names by their respective duly authorized representatives.

SELLER:

GENWOOD MEMPHIS II LLC

By: [Signature]  
Name: Thomas J. Gezard  
Title: JCE President

PURCHASER:

RIYA GROUP OF COMPANIES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RECEIPT OF THIS AGREEMENT AND THE EARNEST MONEY IS ACKNOWLEDGED BY CHICAGO TITLE INSURANCE COMPANY, EFFECTIVE AS OF MARCH ~~14~~ 2008.

13 KOS

CHICAGO TITLE INSURANCE COMPANY

By: [Signature]  
Name: Donna Stern  
Title: Title Officer

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed in their names by their respective duly authorized representatives.

SELLER:

GENWOOD MEMPHIS II LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PURCHASER:

RIYA GROUP OF COMPANIES, LLC

By:  \_\_\_\_\_  
Name: DAXESH PATEL  
Title: MGR. MGR

RECEIPT OF THIS AGREEMENT AND THE EARNEST MONEY IS ACKNOWLEDGED BY CHICAGO TITLE INSURANCE COMPANY, EFFECTIVE AS OF MARCH \_\_, 2008.

CHICAGO TITLE INSURANCE COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNMENT OF  
AGREEMENT OF PURCHASE AND SALE**

THIS ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE between RIYA GROUP OF COMPANIES, LLC, a New Jersey limited liability company ("Assignor"), and RIYA PARIKH MEMPHIS, LLC, a Tennessee limited liability company ("Assignee"), is entered into this 5<sup>th</sup> day of May, 2008.

**RECITALS:**

A. Assignor and Genwood Memphis II LLC, a Delaware limited liability company, entered into an Agreement of Purchase and Sale dated effective March 13, 2008, which was amended by Amendment to Agreement of Purchase and Sale dated as of May 2<sup>nd</sup>, 2008, and Second Amendment to Agreement of Purchase and Sale dated as of May 8<sup>th</sup>, 2008 (together, the "Contract"), wherein Assignor is the purchaser of certain property described therein commonly called the Holiday Inn—Democrat Road, located in Memphis, Tennessee (the "Property").

B. The Contract permits Assignor, as buyer therein, to assign the Contract to an Affiliate (as defined therein) in accordance with Section 10.2 thereof.

C. Assignor has agreed to assign the Contract to Assignee, both of which being desirous of reducing that assignment to writing as hereinafter set forth.

**ASSIGNMENT**

1. Assignor hereby assigns, conveys and for all purposes transfers to Assignee all of its rights and obligations under the Contract, including any rights of equitable title to the Property.

2. Assignee is an Affiliate of Assignor under the Contract and hereby accepts the assignment of the Contract and all rights and obligations thereunder. Assignee agrees to adhere to, fulfill and perform all obligations of Assignor under the Contract.

3. Nothing herein contained is intended to modify or amend the Contract except as to the identity of the buyer thereunder resulting from the assignment set forth hereinabove.

EXECUTED as of the date first above written.

ASSIGNOR:

RIYA GROUP OF COMPANIES, LLC,  
a New Jersey limited liability company

By:   
Name: DAXESH PATEL  
Title: MMK MGR

ASSIGNEE:

RIYA PARIKH MEMPHIS, LLC,  
a Tennessee limited liability company

By:   
Name: RAJENDRA PARIKH  
Title: MMK MGR

Federal Tax I.D. #26-2232536

ACCEPTED:

GENWOOD MEMPHIS II LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXECUTED as of the date first above written.

ASSIGNOR:

RIYA GROUP OF COMPANIES, LLC,  
a New Jersey limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

RIYA PARIKH MEMPHIS, LLC,  
a Tennessee limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Federal Tax I.D. #26-2232536

ACCEPTED:

GENWOOD MEMPHIS II LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Thomas J Bizold  
Title: Vice President  
Date: 5/14/08