

BABYLON INDUSTRIAL DEVELOPMENT AGENCY

Thomas E. Dolan Chief Executive Officer

FORM APPLICATION FOR FINANCIAL ASSISTANCE

DATE: October 10, 2023	
APPLICATION OF:	Kiyan Hasan LLC / Visual Citi, Inc.
	Company Name of Beneficial User of Proposed Project (Not Realty or Special Purpose Entity (SPE) created for liability)
CURRENT ADDRESS:	201, 211, 215 & 301 Henry Street and 0 Forman Street, Lindenhurst, NY 11757
ADDRESS OF PROPERTY TO RECEIVE BENEFITS:	201,211,215 &301 Henry Street and 0 Forman Street, Lindenhurst, NY 11757
	Tax Map # District 0100 Section 215 Block 2 Lot (s) see below

Lots: 4,32,33.1,82,83,84.1&84.2

E-MAIL: INFO@BABYLONIDA.ORG

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Part I: User (Applicant) & Owner Data (if different)

1. <u>User Data (Applicant):</u>
A. User: Visual Citi, Inc.
Address: 201,211,215 & 301 Henry Street and 0 Forman Street, Lindenhurst, NY 11757
Federal Employer ID #: Website: www.visualciti.com
NAICS Code:
(The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifyin business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy www.census.gov/eos/www/naics/)
Name of User Officer Certifying Application:
Title of Officer: Chief Executive Officer
Phone Number: E-mail:
B. Business Type:
Sole Proprietorship □ Partnership □ Privately Held □
Public Corporation Listed on
State of Incorporation/Formation: New York
C. Nature of Business: (e.g., "manufacturer of for industry"; "distributor of")
Manufacturer and installer of visual displays for retail companies.
D. User Counsel:
Firm Name: Davidoff Hutcher & Citron LLP
Address: 605 Third Avenue, 34th Floor
New York, New York 10158
Individual Attorney: Nicholas T. Terzulli, Esq.
Phone Number: 646-428-3270 E-mail: ntt@dhclegal.com

E.	Principal Stockholders, Members or Partners, if any, of the User (5% or more equity):				
	Name	Percent Owned			
	Fazleabbas Devjiyani	50%			
	Samina Bootwala	50%			
F.	Has the User, or any subsidiary or affiliate of the Use officer, director or other entity with which any of the with: i. ever filed for bankruptcy, been adjudicated otherwise been or presently is the su	se individuals is or has been associated d bankrupt or placed in receivership or			
	proceeding? (if yes, please explain)				
	No.				
	ii. been convicted of a felony, or misdemea motor vehicle violation)? (if yes, please exp	이탈 발표하다. 그렇게 보는 그렇게 이 아들이라면서 하지 않는 그런 얼마나 되었다면 그래면 하다 모든 사이지 모든 120 등을 다 하다면 되었다.			
	No.				
G.	If any of the above persons (see "E", above) or a interest in the User, list all other organizations which a persons having more than a 50% interest in such organization.	are related to the User by virtue of such			
	N/A.				
Н.	Is the User related to any other organization by reason indicate name of related organization and relationship:				
	No.				
I.	List parent corporation, sister corporations and subsidi	aries:			
	N/A.				

J.	Has the User (or any related corporation or person) been involved in or benefited by any prior industrial development financing in the municipality in which this project is located, whether by this agency or another issuer? (Municipality herein means city, town or village, or if the project is not in an incorporated city, town or village, the unincorporated areas of the county in which it is located.) If so, explain in full:
	In 2014, the Babylon IDA entered into a Project Agreement with Visual Citi, Inc. and Kiyan Hasan, LLC, a real estate h
	affiliated with Visual Citi. The Project Agreement included a sales tax exemption, mortgage recording tax exemption ε
K.	List major bank references of the User:
	Robert Goldman, M. Robert Goldman & Company, 100 Jericho Quadrangle, Suite 336, Jericho, New York
	11753-2702, (516) 487-5100
2. Owner **(for co- and the us	applicants for assistance or where a landlord/tenant relationship will exist between the owner
A.	Owner (together with the User, the "Applicant"): Kiyan Hasan, LLC
	Address: 201, 211, 215 & 301 Henry Street and 0 Forman Street, Lindenhurst, NY 11757
	Federal Employer ID #: Website: N/A
	NAICS Code:
	Name of Owner Officer Certifying Application:
	Title of Officer: Member
	Phone Number: E-mail:
B.	Business Type:
	Sole Proprietorship □ Partnership □ Privately Held □
	Public Corporation Listed on
	State of Incorporation/Formation: New York
C.	Nature of Business: (e.g., "manufacturer of for industry"; "distributor of"; or "real estate holding company")
	Real estate holding company.

D.	Are the U	ser and the Owner Rela	ted Entities?	Yes 🗹	No 🗖	
	i.	If yes, the remainder of "F" below) need no			1000	the exception
	ii.	If no, please complete	all questions bel	ow.		
E.	Owner's	Counsel:				
	Firm 1	Name: N/A				
	Addre	ess: N/A				
	Indivi	dual Attorney: N/A			1202	
	Phone	Number: N/A	E-mai	l: <u>N/A</u>	XV.	
F.	Principal	Stockholders or Partner	s, if any (5% or 1	nore equity):		
		Name		Percent Ov	vned	
	Fazleabl	oas Devjiyani		50%		
	Samina	Bootwala		50%		
G.		Owner, or any subsidial interior or other entity we ever filed for bankrup otherwise been or proceeding? (if yes, pl	rith which any of otcy, been adjudi presently is the	these individual cated bankrupt o	s is or has be r placed in re	een associated
	No.					
	ii.	been convicted of a violation)? (if yes, ple		inal offense (oth	her than a 1	notor vehicle
	No.				_	
		II .				

H.	If any of the above persons (see "F", above) or a group of them, owns more than 50% interest in the Owner, list all other organizations which are related to the Owner by virtue of such persons having more than a 50% interest in such organizations.				
	N/A				
I.	Is the Owner related to any other organization by reason of more than a 50% ownership? If so, indicate name of related organization and relationship: No.				
J.	List parent corporation, sister corporations and subsidiaries: N/A				
K.	Has the Owner (or any related corporation or person) been involved in or benefited by any prior industrial development financing in the municipality in which this project is located, whether by this agency or another issuer? (Municipality herein means city, town or village, or if the project is not in an incorporated city, town or village, the unincorporated areas of the county in which it is located.) If so, explain in full:				
	Yes. The Owner received certain tax incentives from the Town of Babylon Industrial Development Agency in 2014 as previously disclosed herein.				
L.	List major bank references of the Owner:				
	N/A				

Part II - Operation at Current Location

1.	Current Location Address: 201,211,215&301 Henry Street and 0 Forman Street, Lindenhurst, NY 11757
2.	Owned or Leased: Kiyan Hassan LLC owns the property; Visual Citi, Inc. leases the property from Kiyan Hassan.
3.	Describe your present location (acreage, square footage, number of buildings, number of floors, etc.): Visual Citi currently occupies approximately 94,816 square feet and the existing building area inclusive
	of a 12,000 sq. ft. mezzanine space. The total building square feet is approximately 153,000 square feet, including the
4.	Type of operation (manufacturing, wholesale, distribution, retail, etc.) and products and/or services: Visual Citi designs, manufactures, distributes, and installs visual displays for retail stores throughout the United States
	These displays are custom designed and manufactured by teams of artisans and craftsmen.
5.	Are other facilities or related companies of the Applicant located within the State? Yes □ No ☑
	A. If yes, list the Address:
6.	If yes to above ("5"), will the completion of the project result in the removal of such facility or facilities from one area of the state to another OR in the abandonment of such facility or facilities located within the State? Yes \square No \square
	A. If no, explain how current facilities will be utilized:
	B. If yes, please indicate whether the project is reasonably necessary for the Applicant to maintain its competitive position in its industry or remain in the State and explain in full:

7.	Has the Applicant actively considered sites in another state? Yes ☑ No □					
	A. If yes, please list states considered and explain: New Jersey has made attempts to convince Visual Citi					
	would like to continue growing and expanding in the Town of Babylon.					
8.	Is the requested financial assistance reasonably necessary to prevent the Applicant from moving out of New York State? Yes ☑ No □					
	A. Please explain: Without the support of the IDA, Visual Citi would not undertake this expansion project and					
	would consider relocating to a lower-cost state that also would provides easier national distribution channels.					
9.	Number of full-time employees at current location and average salary: Visual Citi currently has					
	108 full-time employees with an average annual salary of \$70,969.00.					

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Part III - Project Data

1.	Pro	oject Type:				
	A.	What type of transaction are you seeking?: (Check one) Straight Lease ☑ Taxable Bonds □ Tax-E Equipment Only Straight Lease □	xempt]	Bonds C	1	
	B.	Type of benefit(s) the Applicant is seeking: (Check all that a Sales Tax Exemption ☑ Mortgage Record Real Property Tax Abatement: ☑		к Ехетр	otion 🗖	
2.	Lo	cation of project:				
	A.	Street Address: 201,211,215 and 301 Henry Street and 0 Forman Street	et			
	B.	Tax Map: District 0100 Section 215 Block 2		Lot(s)	4,32,33.	1,82,83,84.1
	C.	Municipal Jurisdiction:				
		i. Village: N/A ii. School District: West Babylon School District iii. Library: West Babylon				
	D.	Acreage: 7.25 approximately				
3.	Pro	oject Components (check all appropriate categories):				
Α	١.	Construction of a new building i. Square footage:	_	Yes		No
E	3.	Renovations of an existing building i. Square footage: 12,000	Ø	Yes	_	No
C	Z.	Demolition of an existing building i. Square footage:		Yes	☑	No
Г).	Land to be cleared or disturbed i. Square footage/acreage:		Yes	☑	No
E	Ξ.	Construction of addition to an existing building i. Square footage of addition:	_	Yes	⊄	No .
		ii. Total square footage upon completion: 153,860	_			
F	₹.	Acquisition of an existing building i. Square footage of existing building:		Yes	V	No

G.		Installation of machinery and/or Equipment ☐ Yes ☐ No
		i. List principal items or categories of equipment to be acquired:
		State of the art furniture, fixtures, equipment and computers to support a new modern office; manufacturing equipmen
4.	<u>Cu</u>	rrent Use at Proposed Location:
	A.	Does the Applicant currently hold fee title to the proposed location?
		i. If no, please list the present owner of the site; Yes.
	B.	Present use of the proposed location: The present use of the proposed location includes Visual Citi's
		display and signage development, manufacturing and shipping and other commercial uses.
	C.	Is the proposed location currently subject to an IDA transaction (whether through this Agency or another?) ☐ Yes ☐ No
		i. If yes, explain: The Babylon IDA entered into a Project Agreement with the Applicant in 2014.
	D.	Is there a purchase contract for the site? (if yes, attach): ☐ Yes ☐ No
	E.	Is there an existing or proposed lease for the site? (if yes, attach): ☐ Yes ☐ No
5.	Pro	pposed Use:
	A.	Describe the specific operations of the Applicant or other users to be conducted at the project site: See attached at Attachment Number 1.
	B.	Proposed product lines and market demands: Visual Citi design, manufactures, distributes and installs
		visual on-site marketing displays for leading international retail companies.
	C.	If any space is to be leased to third parties, indicate the tenant(s), total square footage of the project to be leased to each tenant, and the proposed use by each tenant:
		Currently, there are two third party tenants in the facility: L&K Distributors, Inc., an import-export business, occupies
		49,044 sq. ft. and Treasure Home Cabinets, Inc., a cabinet manufacturer, occupies 10,000 sq ft.

		ment Number 1.	
	-		
	7		
	1)2		
	e		
E	Will and	, nortion of the ne	soicat he ward for the making of retail calcults aveternous w
E.			oject be used for the making of retail sales to customers wood ocation? Yes No
	i.	the sale of retai	centage of the project location will be utilized in connection will goods and/or services to customers who personally visit to
Pro	oject Worl	<u>ς</u> :	
A.	Has cons	truction work on th	nis project begun? If yes, complete the following:
	i.	Site Clearance:	Yes □ No ☑ % Complete
	ii.	Foundation:	Yes □ No ☑ % Complete
	ii. iii.	Foundation: Footings:	Yes □ No ☑ % Complete Yes □ No ☑ % Complete
	ii.	Foundation: Footings: Steel: Masonry:	Yes □ No ☑ % Complete
B.	ii. iii. iv. v. vi.	Foundation: Footings: Steel: Masonry:	Yes □ No ☑ % Complete
	ii. iii. iv. v. vi.	Foundation: Footings: Steel: Masonry: Other: the current zoning?	Yes □ No ☑ % Complete
	ii. iii. iv. v. vi.	Foundation: Footings: Steel: Masonry: Other: the current zoning?	Yes □ No □ % Complete
C.	ii. iv. v. vi. What is t Will the	Foundation: Footings: Steel: Masonry: Other: The current zoning? Project meet zoning Yes Ince or change of zone of zone request:	Yes No Ø % Complete Yes I No Ø % Complete

7.	Project	Comp	letion	Schedule	
1.0	110 000	Comp	TOTIOIT	Dellegale	4

A.	What constru				commencement ping of the project		for	the	acquisition	and	the
	i. Acquisition: N/A										
	ii	ii. Construction/Renovation/Equipping: April 1, 2024									
B.	Provide an accurate estimate of the time schedule to complete the project and when the first use of the project is expected to occur: The office renovation and expansion plan shall commence upon										
	closing of a Project Agreement with the Town of Babylon IDA on or about April 1, 2024 and take approximately										
	12 month to finish.										

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Part IV - Project Costs and Financing

1. Project Costs:

A. Give an accurate estimate of cost necessary for the acquisition, construction, renovation, improvement and/or equipping of the project location:

	Description		Amount		
	Land and/or building acquisition	\$			
	Building(s) demolition/construction	\$			
	Building renovation	\$ 2,47	75,000,000		
	Site Work	\$			
	Machinery and Equipment	\$ \$2,4	175,000.00		
	Legal Fees	\$ \$25	,000.00		
	Architectural/Engineering Fees	\$ \$25	,000.00		
	Financial Charges	\$			
	Other (Specify)	\$			
	Total	\$ 5,00	00,000.00		
2.	Method of Financing:				
			Amount	Term	
	A. Tax-exempt bond financing:		\$		
	B. Taxable bond financing:		\$		
	C. Conventional Mortgage:	\$		_	
	D. SBA (504) or other governmental finance.E. Public Sources (include sum of all	cing:	\$	_	_ years
	State and federal grants and tax credi	te)·	\$ 750,000		
	F. Other loans:	us).	\$ \$3,250,000	10	vears
	G. Owner/User equity contribution:		\$ 1,000,000	n/a	
	Total Project	Costs	\$ \$5,000,000	_	
	i. What percentage of the proje	ect cost	s will be financed from	ı public sector so	urces?
	Empire State Development is provide	ding a \$2	50 000 capital grant and a \$5	500 000 Excelsior gran	nt

Pro	pject Financing: (***Complete only if Bond Financing is being utilized***)
A.	Have any of the above costs been paid or incurred (including contracts of sale or purchase orders) as of the date of this application? Yes \square No \square
	i. If yes, provide detail on a separate sheet.
B.	Are costs of working capital, moving expenses, work in progress, or stock in trade included in the proposed uses of bond proceeds? Give details:
C.	Will any of the funds borrowed through Agency Bonds be used to repay or refinance an existing mortgage or outstanding loan? Give details:
D.	Has the Applicant made any arrangements for the marketing or the purchase of the bond or
	bonds? If so, indicate with whom:

3.

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Part V - Project Benefits

1.	Mo	ortgage Recording Tax Ber	nefit:					
	A.	Mortgage Amount for financing):	exemption (include sum total of construction/permanent/bridge \$\frac{0}{2}					
	B.	Estimated Mortgage Rec Mortgage Recording Tax	ording Tax Exemption (product of Mortgage Amount and current Rate):					
			\$ <u>0</u>					
2.	Sal	es and Use Tax Benefit:						
	A.		r goods and services that are subject to State and local Sales and Use efit from the Agency's exemption):					
			\$ 3,000,000.00					
	B.	Estimated State and loca Sales and Use Tax Rate a	I Sales and Use Tax exemption (product of current State and Local and figure above):					
			\$ <u>258,750</u>					
	C.	If your project has a land of the number in "B" abo	dlord/tenant (owner/user) arrangement, please provide a breakdown ve:					
		i. Owner:	\$ <u>0</u>					
		ii. User:	<u>\$</u> 258,750					
3.	Re	al Property Tax Benefit:						
	A.	A. Identify and describe if the project will utilize a real property tax exemption benefit other than the Agency's PILOT benefit: No.						
	B.	B. Agency PILOT Benefit:						
		i. Term of PILC	OT requested: 12 years					
			ance of this application, the Agency staff will create a PILOT indicate the estimated amount of PILOT Benefit based on					

** This application will not be deemed complete and final until Exhibit A hereto has been completed and executed.**

anticipated tax rates and assessed valuation and attached such information to Exhibit A hereto. At such time, the Applicant will certify that it accepts the proposed PILOT schedule and requests such benefit to be granted by the Agency.

Part VI - Employment Data

1. List the Applicant's and each users present employment, and estimates of (i) employment at the proposed project location at the end of year one and year two following project completion and (ii) the number of residents of the Labor Market Area* ("LMA") that would fill the full-time and part-time jobs at the end of year second year following completion:

	Present	First Year	Second Year	Residents of LMA
Full-Time	108	Attachment 2	Attachment #2	108
Part-Time**				

^{*} The Labor Market Area includes the Town of Babylon, Nassau and Suffolk Counties.

Full-Time Employee shall mean, with respect to an Annual Period, an individual on the payroll of, receiving customary benefits from, and directly employed during such Annual Period by, any Company Group Entity (and excluding any individuals employed by temporary employment or similar agencies) and each of whom works within the Town for any Company Group Entity during such Annual Period on a "full-time basis" (i.e., working at least a 35-hour week, subject to customary vacation, holiday and sick leave).

**Agency converts Part-time staff to Full-Time Equivalent Employee as follows, with respect to an Annual Period, two (2) individuals on the payroll of, receiving customary benefits from, and directly employed during such Annual Period by, any Company Group Entity (and excluding any individuals employed by temporary employment or similar agencies) and each of whom works within the Town for any Company Group Entity during such Annual Period on a "part-time basis" (i.e., working at least a 20-hour week, subject to customary vacation, holiday and sick leave).

2. Salary and Fringe Benefits:

Number of Employees	Average Salary or Range of Salary	Average Fringe Benefits or Range of Fringe Benefits
5	\$123,197	\$4,927.00
9	\$67,706	\$2,708.00
25	\$70,335	\$2,813.00
74	\$38,494	\$1,539.00
14	\$76,197	\$3,047.00
1		
	*	
		-
	Employees 5 9 25 74	Employees Salary 5 \$123,197 9 \$67,706 25 \$70,335 74 \$38,494

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

3.	Annualized salary	range of jobs to b	e created in the fi	rst two years (see question #1).
	FROM \$ \$57,000		TO \$_\$58,000	
4.	List the number of *Construction j		bs (if applicable)	to be created by the Applicants Project.
		First Year	Second Year	Third Year
	* Full-Time	20	20	20
	** Part-Time			

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^{*}Construction jobs are defined as full-time equivalents (FTE), or 2,080-hour units of labor (one construction period job equates to one full-time job for 1 year).

^{**}A part-time or temporary job may be considered one job by other models, but would constitute only a fraction of a job. For example, if a laborer or craftsman worked only 3 months on a construction or renovation project (assuming no overtime), that would be considered one-quarter of a job.

Part VII - Representations, Certifications and Indemnification

Ι.	Is the Applicant in any litigation which would have a material adverse effect on the Applicant's financial condition? (if yes, furnish details on a separate sheet)
	Yes □ No ☑
2.	Has the Applicant or any of the management of the Applicant, the anticipated users or any of their affiliates, or any other concern with which such management has been connected, been cited for a violation of federal, state or local laws or regulations with respect to:
	a. Labor practices, (with respect to workers and/or their working conditions and/or their wages, including but not limited to pending or threatened labor strikes, hand billing, consumer boycotts, mass demonstrations or other similar incidents; unfair labor practices complaints; incurred, or potentially incurred, liability including withdrawal liability with respect to an employee benefit plan, including a pension plan; any complaints, claims, proceedings or litigation arising from alleged discrimination in the hiring, firing, promoting, compensating or general treatment of employees. Please consider "discrimination" to include sexual harassment.)
	Yes □ No ☑ (If yes, furnish details on a separate sheet)
	b. hazardous wastes, environmental pollution,
	Yes □ No ☑ (If yes, furnish details on a separate sheet)
	c. other operating practices
	Yes □ No ☑ (If yes, furnish details on a separate sheet)
3.	Is there a likelihood that the Applicant would not proceed with this project without the Agency's assistance? (If yes, please explain why; if no, please explain why the Agency should grant the benefits requested)
	Yes ☑ No □
	Assistance from the Babylon IDA is required for Visual Citi's continued growth and success. Without assistance, Visual Cit
	would be unable to afford the expansion and would consider relocating to lower-cost locations outside of New York.
4.	If the Applicant is unable to obtain financial assistance from the Agency for the project, what would be the impact on the Applicant and on the municipality?
	Without the support of the Babylon IDA for this expansion project, Visual Citi would not be able finance the expansion, wo
	the additional 19 FTE, and would consider relocating their entire operation to a lower-cost state.

5. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if financial assistance is provided for the proposed project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective/industry.

Initial M

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

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7. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving financial assistance for the proposed project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

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8. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.

Initial W

9. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.

Initial W

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

Initial M

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

Initial W

Initial after receipt and acceptance of Schedule A and Schedule B

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

Initial __M

13. The Applicant hereby agrees to comply with Section 875 of the General Municipal Law. The Company further agrees that the financial assistance granted to the project by the Agency is subject to recapture pursuant to Section 875 of the Act and the Agency's Recapture Policy, attached hereto as Schedule B.

Initial M

Part VIII - Submission of Materials

Please send under separate cover all information directly to Agency Counsel:

William F. Dudine, Partner Katten Muchin Rosenman LLP 50 Rockefeller Plaza New York, NY 10020-1605

- Financial statements for the last two fiscal years (unless included in the Applicant's annual report).
- 2. Applicant's annual reports (or 10-K's if publicly held) for the two most recent fiscal years.
- Quarterly reports (form 10-Q's) and current reports (form 8-K's) since the most recent annual report, if any.
- 4. In addition, please attach the financial information described in items A, B, and C of any expected guarantor of the proposed bond issue.
- Completed Long Environmental Assessment Form.
- Most recent quarterly filing of NYS Department of Labor Form 45, as well as the most recent fourth quarter filing. Please remove or redact any employee Social Security numbers and note the full-time equivalency for part-time employees.

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Part IX - Certification

Mustikim Virani	(name of representative of company submitting application)
the corporation (company name) named	(name of representative of company submitting application) Many - none (M(title) of VISW Children), I in the attached application; that he or she has read the foregoing eof; and that the same is true to his or her knowledge.

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

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

Representative of Applicant

Myo75 km VIGA 70

1 11 2024,

(seal)

FATIMA JIVRAJ

Notary Public - State of New York
NO. 01JI6410171

Qualified in Nassau County
My Commission Expires Oct 19, 2024

Part IX - Certification

Property Owner (if different from Applicant)

(name of representative of owner submitting application) deposes and says that he or she is the Manager - Propher & Actitle) of 10 who will be the corporation (company name) named in the attached application; that he or she has read the foregoing application and knows the contents thereof; and that the same is true to his or her knowledge.
Deponent further says that s/he is duly authorized to make this certification on behalf of the entity named in the attached Application (the "Applicant") and to bind the Applicant. The grounds of deponent's belief relative to all matters in said Application which are not stated upon his/her personal knowledge are investigations which deponent has caused to be made concerning the subject matter this Application, as well as in formation acquired by deponent in the course of his/her duties in connection with said Applicant and from the books and papers of the Applicant.
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The state of the s
Representative of Applicant
mustikan Virani
Sworn to me before this / Day of _//, 20 24 (seal)
FATIMA JIVRAJ Notary Public - State of New York NO. 01JI6410171 Qualified in Nassau County My Commission Expires Oct 19, 2024

Town of Babylon Industrial Development Agency

EXHIBIT A

Proposed PILOT Schedule

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

EXHIBIT A

Payments in Lieu of Taxes on the Land and the Buildings:

For the period commencing on the PILOT Commencement Date (hereinafter defined) until the Abatement Termination Date or (ii) the date on which the Agency no longer owns the Facility Realty, the Lessee shall make payment in lieu of real estate taxes (the "PILOT Payments"), as follows:

Definitions

the then current assessed value of Facility Realty from time to		the then current assessed valu	ue of Facility Realty from time to t	ime
---	--	--------------------------------	--------------------------------------	-----

PILOT Commencement Date = the Taxable Status Date of the Town immediately following the date

hereof.

Normal Tax Due = those payments for taxes and assessments, other than special ad valorem

levies, special assessments and service charges against real property located in the Town of Babylon (including any existing incorporated village or any village which may be or may have been incorporated after the date hereof, within which the Project is wholly or partially located) which are or may be imposed for special improvements or special district improvements, which the Lessee would pay without exemption.

Tax Year = the Tax Year of the Town commencing each December 1 and ending

the following November 30.

Payment

Tax Year

40.0% Normal Tax Due on X
45.0% Normal Tax Due on X
50.0% Normal Tax Due on X
55.0% Normal Tax Due on X
60.0% Normal Tax Due on X
65.0% Normal Tax Due on X
70.0% Normal Tax Due on X
75.0% Normal Tax Due on X
80.0% Normal Tax Due on X
85.0% Normal Tax Due on X
90.0% Normal Tax Due on X
95.0% Normal Tax Due on X
100% Normal Tax Due on X

The tax benefits provided for in this subsection shall be deemed to commence on the PILOT Commencement Date. In no event shall the Lessee be entitled to receive real property tax benefits due to the Project under this agreement for a period longer than the period set forth in the formula immediately above. Notwithstanding the foregoing schedule, the Lessee further covenants and agrees that for any period that the Agency continues to hold title to the Facility after termination, the Lessee shall pay 100% of the Normal Tax Due on X together with any special assessment and services charges relating to the Facility whichever may be imposed for special district improvements in accordance with the provisions of this Section.

Tax Savings for properties with physical addresses of:

201 Henry St.	2020
0100 215.00 02.00 004.000	
211 Henry St.	280
0100 215.00 02.00 032.000	
215 Henry St.	1210
0100 215.00 02.00 033.001	
301 Henry St.	82400
0100 215.00 02.00 084.001	
Forman St.	170
0100 215.00 02.00 082.00	
Forman St.	340
0100 215.00 02.00 083.000	
Forman St.	1680
0100 215.00 02.00 084.002	

Assuming:

Assessed Value of:

88100

2022 - 2023

Tax without Exemption

301,092

Tax Rate of:

336.6785

Rate Increment of:

2.00%

PILOT number of years

12

Abatements starting at

60%

Number			Esti	mated Taxes		
of Years	Abatement %	PILOT %	7	o be Paid	Esti	mated Savings
1	60.0%	40.0%	\$	127,869	\$	185,100
2	55.0%	45.0%		146,087		173,050
3	50.0%	50.0%		164,948		160,450
4	45.0%	55.0%		184,544		147,300
5	40.0%	60.0%		204,822		133,550
6	35.0%	65.0%		225,878		119,200
7	30.0%	70.0%		247,656		104,200
8	25.0%	75.0%		270,257		88,550
9	20.0%	80.0%		293,623		72,300
10	15.0%	85.0%		317,860		55,300
11	10.0%	90.0%		342,908		37,600
12	5.0%	95.0%		368,876		19,150
	Estimate Taxe	s to be paid	\$	2,895,328		
				-		
	Estimated Sav	rings			\$	1,295,750

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SCHEDULE A

Agency's Fee Schedule

Schedule A Agency Fee Schedule

Visual	CIAL	1
visual	CILI.	mc.

	201 Henry Street 211 Henry Street 215 Henry Street 301 Henry Street Forman Street Forman Street Forman Street	0100 215.00 (0100 215.00 (0100 215.00 (0100 215.00 (02.00 004.000 02.00 032.000 02.00 033.001 02.00 084.001 02.00 082.000 02.00 083.000 02.00 084.002			
Application	n Fee					\$2,500
Estimated	Public Hearing					\$1,200
.75% of F	MV of existing building	AV 88,100	Uniform% of Value 0.0066 13,348,485	0.75%	\$ 100,120	
	Renovation Machinery and Equipment Legal Fees Architetural/Engineering		2,475,000 2,475,000 25,000 25,000	1.25% 1.25% 1.25% 1.25%	30,940 30,940 315 315	
(pg 14)	Project Costs		5,000,000			
	Estimated Savings			1%	15,545	
			Discount	24%	\$ (42,762)	
	Estimated Fee				\$ 135,413	
Estimated (Closing Fee				\$ 135,413	\$ 135,413
Total Estim	ated Fees					\$139,113
0.08625	Estimated Savings Est PILOT Sales Tax - Reno & Equip 1% of Estimated Savings	(pg 16) (pg 16)	12 @ 60 3,000,000	1,295,750 258,750 1% \$ 15,545		

M. 112/24

Applicant is responsible for all legal fees at closing, which include both local and project counsel.

Legal fees can generally range from \$25,000 to \$45,000 depending upon the size and complexity of the project.

SCHEDULE B

Agency's Recapture Policy

SCHEDULE B

Recapture of Agency Benefits. It is understood and agreed by the parties to this Agreement that the Agency is entering into this Agreement in order to provide financial assistance to the Lessee for the Project and to accomplish the public purposes of the Act. In consideration therefor, the Lessee hereby agrees as follows:

- (a)(i) If there shall occur a Recapture Event after the date hereof, the Lessee or the Sublessee shall pay to the Agency as a return of public benefits conferred by the Agency, the following amounts:
 - (A) one hundred per cent (100%) of the Benefits (as defined below) if the Recapture Event occurs within the first (4) years after the date hereof;
 - (B) eighty per cent (80%) of the Benefits if the Recapture Event occurs during the fifth (5th) year after the date hereof;
 - (C) sixty per cent (60%) of the Benefits if the Recapture Event occurs during the sixth (6th) year after the date hereof;
 - (D) forty per cent (40%) of the Benefits if the Recapture Event occurs during the seventh (7th) year after the date hereof; or
 - (E) twenty per cent (20%) of the Benefits if the Recapture Event occurs during the eighth (8th) year after the date hereof.

As used in this Section, the term "Benefits" shall mean, collectively:

- (1) all real estate tax benefits which have accrued to the benefit of the Lessee or the Sublessee commencing from and after the "Commencement Date", and during the period of time that the Agency is the owner of the Facility, such tax benefits to be computed by subtracting the payments in lieu of taxes paid hereof from those payments which the Lessee or the Sublessee would have been required to pay during the term of this Agreement had the Town determined the amount of such real estate taxes as would be due if the Lessee had been the owner of the Facility Realty during such term; and
- (2) all miscellaneous benefits derived from the Agency's participation in the straight-lease transaction contemplated by this Agreement, including, but not limited to, any exemption from any applicable state or local sales and use tax, mortgage recording tax and filing and recording fees accruing from and after the date hereof.

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As used in this Section, the term "Recapture Event" shall mean any of the following events:

- (1) The Lessee or the Sublessee shall have liquidated its operations and/or assets (absent a showing of extreme hardship);
- (2) The Lessee or the Sublessee shall have ceased all or substantially all of its operations at the Facility (whether by relocation to another facility or otherwise, or whether to another facility either within or outside of the Town) through no force majeure event;
- (3) The Lessee or the Sublessee shall have transferred all or substantially all of its employees within the Town to a location outside of the Town through no force majeure event;
- (4) The Lessee or the Sublessee shall have subleased all or any portion of the Facility in violation of the limitations imposed hereof, without the prior written consent of the Agency;
- (5) The Lessee or the Sublessee shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Facility; or
- (6) Base Employment Reduction Percentage shall be greater than fifteen percent (15%) due to a Relocation Reduction occurring with respect to an Annual Period.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Facility, or (ii) the inability at law of the Lessee to rebuild, repair, restore or replace the Facility after the occurrence of a Loss Event to substantially its condition prior to such Loss Event, which inability shall have arisen in good faith through no fault on the part of the Lessee or any Affiliate.

- (b) The Lessee covenants and agrees to furnish the Agency with written notification upon any Recapture Event or disposition of the Facility or any portion thereof made within twelve (12) years of the Commencement Date, which notification shall set forth the terms of such Recapture Event and/or disposition.
- (c) In the event any payment owing by the Lessee or the Sublessee under this Section shall not be paid on demand by the Lessee or the Sublessee, such payment shall bear interest from the date of such demand at the then current interest rate imposed on delinquent payments of real property taxes until the Lessee or the Sublessee shall have paid such payment in full, together with such accrued interest to the date of payment, to the Agency.
- (d) The Agency, in its sole discretion, may waive all or any portion of any payment owing by the Lessee or the Sublessee under this Section.
- (e) The provisions of this Section shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.



Short Environmental Assessment Form Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information				
Visual Citi, Inc.				
Name of Action or Project:				
Expansion project				
Project Location (describe, and attach a location map):				
305 Henry Street, Lindenhurst, NY 11757				
Brief Description of Proposed Action:				
Renovate existing building, add 12,000 square feet of new offices and construct a 25,000 squa	are foot warehouse.			
Name of Applicant or Sponsor:	Telephone: 631-482-3030)		
Fazleabbas Devjiyani	E-Mail: abbas@visualciti.	.com		
Address:				
305 Henry Street				
City/PO:	State:	Zip Cod	e:	
	NY	11757		
1. Does the proposed action only involve the legislative adoption of a plan, local administrative rule, or regulation?	riaw, ordinance,		NO	YES
If Yes, attach a narrative description of the intent of the proposed action and the er may be affected in the municipality and proceed to Part 2. If no, continue to quest		at	~	
2. Does the proposed action require a permit, approval or funding from any other			NO	YES
If Yes, list agency(s) name and permit or approval: Town of Babylon Building Departm	ent			~
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? acres acres acres acres				
4. Check all land uses that occur on, are adjoining or near the proposed action:				
☐ Urban ☐ Rural (non-agriculture) ☑ Industrial ☐ Commercia	l Residential (subur	ban)		
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Spec	rify):			
Parkland				

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5.	Is the proposed action,	NO	YES	N/A
	a. A permitted use under the zoning regulations?		'	
	b. Consistent with the adopted comprehensive plan?		v	
			NO	YES
6.	Is the proposed action consistent with the predominant character of the existing built or natural landscape?			~
7.	Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		NO	YES
If Y	Yes, identify:		~	
				Ш
8.	a. Will the proposed action result in a substantial increase in traffic above present levels?		NO	YES
	b. Are public transportation services available at or near the site of the proposed action?			片
	c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed		<u>~</u>	ᆜ
	action?			
9.	Does the proposed action meet or exceed the state energy code requirements?		NO	YES
If tl	he proposed action will exceed requirements, describe design features and technologies:			~
10.	Will the proposed action connect to an existing public/private water supply?		NO	YES
	If No, describe method for providing potable water:			V
11.	Will the proposed action connect to existing wastewater utilities?		NO	YES
	If No, describe method for providing wastewater treatment:			V
	a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district	t	NO	YES
	ich is listed on the National or State Register of Historic Places, or that has been determined by the mmissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the		~	
	te Register of Historic Places?			
	b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for haeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?		V	
13.	a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?		NO	YES
			~	Ш
	b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?		'	
If Y	Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
Shoreline Forest Agricultural/grasslands Early mid-successional		
☐ Wetland ☑ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or	NO	YES
Federal government as threatened or endangered?	~	
16. Is the project site located in the 100-year flood plan?	NO	YES
	~	
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	~	
a. Will storm water discharges flow to adjacent properties?		
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?		
If Yes, briefly describe:		
18. Does the proposed action include construction or other activities that would result in the impoundment of water	NO	YES
or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:		
	~	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste	NO	YES
management facility? If Yes, describe:	_	
	~	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or	NO	YES
completed) for hazardous waste? If Yes, describe:	_	
	~	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BE MY KNOWLEDGE	ST OF	
Applicant/sponsor/name: FazleAbbas Devjiyani Date: 06/02/2023		
Signature:		_
Signature		

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

 Check this box if you have determined, based on the information and analysis above, and any supporting documentat that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required. Check this box if you have determined, based on the information and analysis above, and any supporting documentat that the proposed action will not result in any significant adverse environmental impacts. 			
Name of Lead Agency	Date		
Print or Type Name of Responsible Officer in Lead Agency Title of Responsible Officer			
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)		

Visual Citi, Inc. 2023 Babylon IDA Application

Attachment Number 1

<u>Describe the specific operations of the Applicant or other users to be conducted at the project site:</u>

See answer to Need/Purpose for Project below.

Need/Purpose for Project (e.g. why is it necessary, effect on Applicant's business):

Visual Citi's class leading retail display business, which has benefited tremendously through a public private partnership with the Babylon IDA is a crossroad: continue to invest and improve their facility to attract top design and engineering talent and world-class clients or think about relocating to lower-cost states. This potential project reflects Visual Citi's strong desire to continue their public private partnership with Babylon IDA and invest significant capital to improve and expand their current Lindenhurst-based corporate headquarters and manufacturing and distribution center.

Visual Citi's expansion project will be broken into two phases. The first phase includes expanding the interior footprint of their current facility by renovating an approximate 12,000 square feet interior mezzanine space and modernizing and renovating the building's façade. The interior space will provide a modern office headquarters for Visual Citi and will include conference space, breakout rooms, offices, and a commissary. This project is critical to help retain and attract top design and manufacturing talent. Additionally, many of Visual Citi's clients are top luxury retail companies. Representatives from this companies often visit Visual Citi, and the office renovation will provide an environment conducive to these meetings. We estimate Phase 1 to cost approximately \$5,000,000, which also includes acquiring new manufacturing equipment and a new energy efficient HVAC system.

Phase two of Visual Citi's expansion project is the construction of an approximate 25,000 square foot distribution center. The distribution center will allow Visual Citi to centralize shipping and receiving while increasing manufacturing space in the existing facility to maximize efficiencies. The distribution center component of the expansion project is currently being reviewed by the Town of Babylon Planning Commissioner. Phase 2 is estimated to cost approximately \$8,000,000.00

Attachment Number 2

In connection with Phase 1 of Visual Citi's expansion project, Visual Citi commits to retaining 108 current FTE and adding the following FTE:

Year	FTE	Average Salary	Job Type
Year 1:	4 FTE	\$57,500	Production/Manufacturer
Year 2:	5 FTE	\$57,500	Production/Manufacturer
Year 3:	4 FTE	\$57,500	Production/Manufacturer
Year 4:	5 FTE	\$57,500	Production/Manufacturer
Year 4:	5 F I E	\$57,500	Production/Manufacture
Year 5:	1 FTE	\$57,500	Production/Manufacture