APPLICATION FOR ASSISTANCE

Each applicant seeking assistance must complete this application and provide required supplemental forms/documentation.

Please answer all questions. Use “None” or “Not Applicable” where necessary. Information in this application may be subject to public review under New York State Law, except for information that is considered deniable by the Freedom of Information Law. This form is available at www.monroecountybusiness.org/application.

Please send completed application via email to EconomicDevelopment@monroecounty.gov. A non-refundable application fee of $350.00 is required. Please see page 10 for additional information on costs and fees.

I. APPLICANT

A. Applicant Information

Name: Erie Station 241 LLC
Address: 75 Thruway Park Drive
City/State/Zip: West Henrietta, NY 14586
Tax Id No.: 20-2840063
Contact Name: Gary T. Izzo
Title: Finance Director
Telephone: (585) 334 -4110
E-Mail: gizzo@konarproperties.com

B. Applicant’s Legal Counsel

Name: Louis D’Amato
Firm: Woods Oviatt Gilman LLP
Address: 1900 Bausch & Lomb Place
City/State/Zip: Rochester, NY 14604
Telephone: (585)445-2323
Email: ldamato@woodsoviatt.com

C. Owners of Applicant Company (must total 100%). If an LLC, LP or similar, all members/partners must be listed

<table>
<thead>
<tr>
<th>Name</th>
<th>%</th>
<th>Corporate Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thruway Industrial Park LP</td>
<td>55%</td>
<td>Member</td>
</tr>
<tr>
<td>Konar Holding Corporation</td>
<td>45%</td>
<td>Member</td>
</tr>
<tr>
<td>Please see additional information attached</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
II. PROJECT

A. Address of proposed project facility

180 and 230 Thruway Park Drive
Henrietta, NY 14586

Tax Map Parcel Number: 188.02-1-59.1 (230 Thruway Park Dr.)
T88.02-1-62-1 (180 Thruway Park Dr.)

City/Town/Village: Henrietta

School District: Rush Henrietta Central

Current Legal Owner of Property:

Thruway Industrial Park LP

B. Proposed User(s)/Tenant(s) of the Facility

If there are multiple Users/Tenants, please attach additional pages.

Company Name: CooperVision, Inc.
Address: 180 Thruway Park Drive
City/State/Zip: Rochester, NY 14586
Tax ID No: 16-0835158
Contact Name: Mr. Michele Bosa
Title: VP American Distribution
Telephone: 
Email: michele.bosa@coopervision.com

% of facility to be occupied by user/tenant 100%

Are the user and owner related entities? ☐Yes ☒No

D. Benefits Requested (Check all that apply)

☒ Sales Tax Exemption
☒ Mortgage Recording Tax Exemption
☒ Real Property Tax Abatement
☐ Industrial Revenue Bond Financing

E. Description of project (check all that apply)

☐ New Construction
☒ Existing Facility
☐ Acquisition
☐ Expansion
☒ Renovation/Modernization

☐ Acquisition of machinery/equipment
☐ Other (specify) __________________________

DESCRIPTION OF THE PROJECT AND BACKGROUND ON USER(S) OF THE FACILITY

Erie Station 241 LLC owns the properties located at 180 and 230 Thruway Park Drive, Henrietta. The company proposes to renovate the approximately 241,000 square foot vacant facility located at 180 Thruway Park Drive together with the construction and equipping of an approximately 153,600 square foot facility at the 230 Thruway Park Drive property which is currently vacant.

Upon completion of the renovation and new construction, it is anticipated that CooperVision, Inc. will purchase the properties from Erie Station 241 for additional equipping to be used for packaging and distribution of contact lenses. The proposed CooperVision relocation to Henrietta will retain 537 jobs and create 73 new jobs in Monroe County.
The total project costs are estimated at approximately $24.5M. Acquisition of larger packaging and distribution space is needed for CooperVision's growth and competitive advantage. Assistance is needed to complete the needed facility renovation and expansion to complete with other relocation options.
III. PROPERTY TAX ABATEMENT/PAYMENT IN LIEU OF TAX AGREEMENT (PILOT)

Check One:

☐ JOBSPLUS
   Requirements:
   • Applicant must commit to a 10% increase in full-time equivalent employment, measured on the existing impacted employee base, over a 3 year period. The required number of jobs is 53.

☐ LEASEPLUS
   Requirements:
   • University and/or medical related facilities in which a 501(c)3 entity leases from a for-profit entity.
   • Company must commit to a 10% increase in full-time equivalent employment, measured on the existing impacted employee base, over a 3 year period. The required number of jobs is ________.

☐ ENHANCED JOBSPLUS
   Requirements:
   • A minimum $15 million investment AND
   • A minimum of 100 new jobs

☐ GREEN JOBSPLUS
   Requirements:
   • LEED® Certification – Project must be rated as Certified, Gold, Silver or Platinum by the United States Green Building Council’s Leadership in Energy and Environmental Design (LEED®) Green Building Rating System.
   • Company must commit to a 10% increase in full-time equivalent employment, measured on the existing impacted employee base, over a 3 year period. The required number of jobs is ________.

☐ SHELTER RENT
   For student housing or affordable housing projects.

☐ Local Tax Jurisdiction Sponsored PILOT

☐ NO PROPERTY TAX ABATEMENT IS SOUGHT FOR THIS PROJECT
IV. APPLICANT PROJECT COSTS

A. Estimate the costs necessary for the construction, acquisition, rehabilitation, improvement and/or equipment of the project by the APPLICANT.

Building Construction or Renovation
a. Materials a. $7,857,739
b. Labor b. $7,732,611
Site Work
c. Materials c. $736,560
d. Labor d. $856,800
e. Non-Manufacturing Equipment e. $________
f. Manufacturing Equipment f. $________
g. Furniture and Fixtures g. $________
h. Land and/or Building Purchase h. $________
i. Soft Costs (Legal, Architect, Engineering) i. $2,752,905

Other (specify) j. $________  j. $________  j. $________  j. $________  j. $________  j. $________
k. $________  k. $________  l. $________  m. $________

Total Project Costs
(must equal Total Sources)
$19,936,615

B. Sources of Funds for Project Costs:
a. Tax-Exempt Industrial Revenue Bond a. $________
b. Taxable Industrial Revenue Bond b. $________
c. Bank Financing c. $19,300,000
d. Public Sources d. $________
  Identify each state and federal grant/credit
  __________________________________________  $________
  __________________________________________  $________
  __________________________________________  $________
  __________________________________________  $________
e. Equity e. $636,615

TOTAL SOURCES
(must equal Total Project Costs)
$19,936,615

C. Has the applicant made any arrangements for the financing of this project?

X Yes ☐ No

If yes, please specify bank, underwriter, etc.

ESL Federal Credit Union

V. COMPLETE FOR EACH USER/TENANT THAT IS SEEKING SALES TAX EXEMPTIONS USER(S)/TENANT(S) PROJECT COSTS

Use additional sheets as necessary

Company Name: CooperVision, Inc.

A. Estimate the costs necessary for the construction, acquisition, rehabilitation, improvement, and/or equipment of the project by the user(s)/tenant(s) for which a sales tax exemption is requested.

Estimated Costs Eligible for Sales Tax Exemption Benefit
a. Materials a. $________
b. Labor b. $________
c. Non-Manufacturing Equipment c. $2,530,000
d. Manufacturing Equipment d. $1,000,000
e. Furniture and Fixtures e. $250,000
f. Other (specify): e. relocation exp. e. $550,000
g. soft costs g. $300,000
h. $________  h. $________

Total Project Costs
$4,630,000
VI. Value of Incentives

Project name: Erie Station 241 LLC/Coopervision Inc.

A. IDA PILOT Benefits:

<table>
<thead>
<tr>
<th>Current Assessment</th>
<th>11,599,300 Current Taxes</th>
<th>328,840</th>
</tr>
</thead>
</table>
Dollar Value of New Construction & Renovation Costs | 8,594,299 |
Estimated New Assessed Value Subject to IDA | 20,193,599 |

| County Tax Rate/$1,000 | 8.05 |
| Local Tax Rate* Tax Rate/$1,000 | 1.21 |
| School Tax Rate /$1,000 | 19.09 |
| Total Tax Rate | 28.35 |

<table>
<thead>
<tr>
<th>PILOT Year</th>
<th>PILOT Abatement</th>
<th>PILOT Amount</th>
<th>Local PILOT Abatement</th>
<th>Local PILOT Amount</th>
<th>School PILOT Abatement</th>
<th>School PILOT Amount</th>
<th>Full Tax w/o PILOT Exemption</th>
<th>Full Tax PILOT Payment</th>
<th>Full Tax Net PILOT Exemption</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>90%</td>
<td>16,256</td>
<td>2,443</td>
<td>38,550</td>
<td>57,249</td>
<td>901,329</td>
<td>515,240</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>80%</td>
<td>32,512</td>
<td>4,887</td>
<td>77,099</td>
<td>114,498</td>
<td>901,329</td>
<td>457,991</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>70%</td>
<td>48,768</td>
<td>7,330</td>
<td>115,649</td>
<td>171,747</td>
<td>901,329</td>
<td>400,742</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>60%</td>
<td>65,023</td>
<td>9,774</td>
<td>154,198</td>
<td>228,995</td>
<td>901,329</td>
<td>343,493</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>50%</td>
<td>81,279</td>
<td>12,217</td>
<td>192,748</td>
<td>286,244</td>
<td>901,329</td>
<td>286,244</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>40%</td>
<td>97,535</td>
<td>14,661</td>
<td>231,297</td>
<td>343,493</td>
<td>901,329</td>
<td>228,995</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>30%</td>
<td>113,791</td>
<td>17,104</td>
<td>269,847</td>
<td>400,742</td>
<td>901,329</td>
<td>171,747</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>20%</td>
<td>130,047</td>
<td>19,547</td>
<td>308,397</td>
<td>457,991</td>
<td>901,329</td>
<td>114,498</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>10%</td>
<td>146,303</td>
<td>21,991</td>
<td>346,946</td>
<td>515,240</td>
<td>901,329</td>
<td>57,249</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>0%</td>
<td>162,558</td>
<td>24,434</td>
<td>385,496</td>
<td>572,489</td>
<td>901,329</td>
<td>0</td>
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<tr>
<td>Total</td>
<td></td>
<td>894,072</td>
<td>134,388</td>
<td>2,120,227</td>
<td>3,148,687</td>
<td>9,013,287</td>
<td>2,576,198</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Local Tax Rate for Town/City/Village

B. Sales Tax Exemption Benefit:
- Estimated value of Sales Tax exemption: $909,943.92 Landlord 687543.92
- Estimated duration of Sales Tax exemption: 6/30/23 Tenant 222400

C. Mortgage Recording Tax Exemption Benefit:
- Estimated Value of Mortgage Recording Tax exemption: $144,750

D. Industrial Revenue Bond Benefit
- IRB inducement amount, if required: $0

E. Percentage of Project Costs financed from Public Sector sources:
- Total Value of Incentives: $3,630,892.31 14.78%
- Sources of Funds (Section IV.B.) $24,566,615.00

** All estimates are based on current tax rates.
VII. PROJECTED EMPLOYMENT
Complete for each Applicant or User/Tenant

Company Name: CooperVision, Inc.

Applicant: □ or User/Tenant: ☒
Applicant/Tenant creating jobs must submit most recent NYS-45 or equivalent.

<table>
<thead>
<tr>
<th></th>
<th>Current # of jobs at proposed project location or to be relocated to project location</th>
<th>IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE and PTE jobs to be RETAINED</th>
<th>IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE and PTE jobs to be CREATED upon THREE Years after Project completion</th>
<th>Estimate number of residents of the Labor Market Area in which the Project is located that will fill the FTE and PTE jobs to be created upon THREE Years after Project Completion **</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full time (FTE)</td>
<td>537</td>
<td>537</td>
<td>73</td>
<td>70</td>
</tr>
<tr>
<td>Part Time (PTE)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>537</td>
<td>537</td>
<td>73</td>
<td>70</td>
</tr>
</tbody>
</table>

** For purposes of this question, please estimate the number of FTE and PTE jobs that will be filled, as indicated in the third column, by residents of the Labor Marker Area, in the fourth column. The Labor Marker Area includes: Monroe County, Orleans County, Genesee County, Wyoming County, Livingston County, Ontario County, Wayne County, Yates County, and Seneca County chosen at the Agency's discretion.

[Remainder of this Page Intentionally Left Blank]
VIII. LOCAL LABOR

To be completed by all Applicants and Users/Tenants of Projects which include the construction of new, expanded or renovated facilities:

Company Name: Erie Station 241 LLC and CooperVision, Inc.

Applicant: X and/or User/Tenant: X

All project employees of the general contractor, subcontractor, or sub to a subcontractor (contractors) working on the project must reside within the following counties in the State of New York: Monroe, Genesee, Livingston, Ontario, Orleans, Seneca, Steuben, Wayne, Wyoming or Yates. The All-Local Labor criterion will be verified based on employment, payroll and related records.

COMIDA understands that at certain times local labor may not be available within the local area. Under this condition, applicants are required to complete a waiver request of the All-Local Labor requirement 45 days in advance of commencing work. Contractors do not have to be local companies as defined herein, but must employ local people to qualify under the All-Local Labor criterion.

The foregoing terms have been read, reviewed and understood by the Applicant or User/Tenant and all appropriate personnel. Furthermore, the undersigned agrees and understands that the information contained herein must be transmitted and conveyed in a timely fashion to all applicable subcontractors, suppliers and materialman. Furthermore, the undersigned agrees to post and maintain a sign, provided by COMIDA, in a prominent, easily accessible location, identifying the project as a recipient of COMIDA assistance and the local labor requirements associated with this assistance.

Furthermore, the undersigned realizes that failure to abide by the terms herein could result in COMIDA revoking all or any portion of benefits it deems reasonable in its sole discretion for any violation hereof.

Erie Station 241 LLC

(TENANT COMPANY)

CooperVision, Inc.

(APLICANT COMPANY)

Signature , Title Date

Signature , Title Date

Michele Goss
VP Americas Distribution

 DocuSign Envelope ID: 2391FCC4-5B28-4EEC-9FB8-40D2843CD2E7
### IX. FEES

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lease/Leaseback including any/all of the following:</td>
<td>Application Fee: Non-refundable $350.00</td>
</tr>
<tr>
<td>1. PILOT Agreement</td>
<td>IDA Fee: 0.75% of the total project cost</td>
</tr>
<tr>
<td>2. Sales and Tax Exemption</td>
<td>Legal Fee: 0.33% of the IDA fee. Minimum fee of $4,000.</td>
</tr>
<tr>
<td>3. Mortgage Tax Exemption</td>
<td></td>
</tr>
<tr>
<td>Sales Tax Exemption* and/or Mortgage Recording Tax Exemption</td>
<td>Application Fee: Non-refundable $350.00</td>
</tr>
<tr>
<td></td>
<td>IDA Fee: 0.50% of the total project cost</td>
</tr>
<tr>
<td></td>
<td>Legal Fee: 0.33% of the IDA fee. Minimum fee of $750</td>
</tr>
<tr>
<td>Bond: Taxable or Tax-Exempt with Lease/Leaseback</td>
<td>Application fee: Non-refundable $350</td>
</tr>
<tr>
<td>Including any/all of the following:</td>
<td>IDA Fee: 1.25% of the total project cost</td>
</tr>
<tr>
<td>1. PILOT Agreement</td>
<td>Legal Fee: 0.33% of IDA fee</td>
</tr>
<tr>
<td>2. Sales Tax Exemption</td>
<td>Designated Bond Counsel fee is based on the complexity and amount of the transaction.</td>
</tr>
<tr>
<td>3. Mortgage Tax Exemption</td>
<td></td>
</tr>
<tr>
<td>Bond: Taxable or Tax-Exempt</td>
<td>Application fee: Non-refundable $350</td>
</tr>
<tr>
<td></td>
<td>IDA Fee: 1.00% of the total project cost</td>
</tr>
<tr>
<td></td>
<td>Legal fee: 0.33% of the IDA fee</td>
</tr>
<tr>
<td></td>
<td>Designated Bond Counsel fee is based on the complexity and amount of the transaction.</td>
</tr>
</tbody>
</table>

If the sales tax benefits are required prior to closing, a non-refundable twenty-five percent (25%) of the IDA fee and Legal fees are payable at that time. This amount will be applied towards the IDA fee and Legal fee.

---

Erie Station 241 LLC

(APPLICANT COMPANY)

---

CooperVision, Inc.

(TENANT COMPANY)

**Michele Bass**  
VP Americas Distribution

---

Signature , Title Date

---

Signature , Title Date
X. CERTIFICATION

The undersigned company officer and/or user/tenant officer each hereby certifies, on behalf of the company and/or user/tenant, respectively (each singularly and together, the "Applicant"), as follows:

A. The information contained in this Application, including employment information, is true and correct. The Applicant is aware that any material misrepresentation made in this Application constitutes an act of fraud, resulting in revocation of COMIDA benefits.

B. The undersigned, on behalf of the Applicant, hereby certifies that the Applicant, and all parties which have ownership of the Applicant are current and will remain current on all real property, federal, state, sales, income and withholding taxes throughout the term of any agreements made in connection with this Application.

C. Compliance with N.Y. GML Sec. 862(1): 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.

D. Compliance with Applicable Laws: 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.

E. False and Misleading Information: 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.

F. Recapture: Should the Applicant not expend as projected or hire as presented, the Agency may view such information/status as failing to meet the established standards of economic performance. In such events, some or all of the benefits taken by the Applicant will be subject to recapture.

G. Pay Equity: The Applicant and/or user/tenant officer certifies on behalf of the company and/or user/tenant (the Applicant) has not been the subject of an adverse finding under the equal pay laws within the previous five years, has disclosed any pending equal pay claims against the company at the time of application, and shall disclose to COMIDA any pending claims or adverse findings under the equal pay laws during the term of COMIDA financial assistance agreement.

H. Applicant hereby releases the COMIDA ("Agency") from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency’s examination and processing of, and action pursuant to or upon, this Application, regardless of whether or not this Application or the Project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency; (B) the Agency’s acquisition, construction, renovation and/or equipping of the Project described herein; and (C) any further action taken by the Agency with respect to the Project; including, without limiting the generality of the foregoing, all causes of action and attorneys’ fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that any New York State and local sales and use tax exemption claimed by the Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the Agent Agreement to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application, including without limitation, information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete.

APPLICANT COMPANY

Erie Station 241 LLC

________________________________________
Signature , Title Date

TENANT COMPANY

________________________________________
Signature , Title Date

Michele Bros
VP Americas Distribution

MONROE COUNTY ECONOMIC DEVELOPMENT
CityPlace, 50 West Main Street, Suite 1150, Rochester, NY 14614
Phone: 585-753-2000 | Fax: 585-753-2028 | www.monroecountybusiness.org
ERIE STATION 241 LLC
ORGANIZATION DESCRIPTION

Erie Station 241 LLC was created to construct, own and operate a 241,600 square foot warehouse, distribution and office facility for CooperVision, Inc. The facility will be located in Erie Station Business Park, 180 Thruway Park Drive, West Henrietta, NY.

The ownership structure of Erie Station 241 LLC is as follows:

1. Konar Holding Corporation (C-Corp) (ownership % to be determined)
   a. William B. Konar-100% Preferred shareholder
   b. Howard Konar-50% Common shareholder
   c. Rachel Gettenberg-50% Common shareholder

2. Thruway Industrial Park, LP (ownership % to be determined)
   a. Konar Development Corporation (S-Corp)-1% General partner
      (i) Howard Konar-76% owner
      (ii) Rachel Guttenberg-24% owner
   b. Alex Konar Trust-19.8% Limited partner
   c. Jeremy Konar Trust-19.8% Limited partner
   d. Miranda Konar Trust-19.8% Limited partner
   e. Daniele Guttenberg Trust-19.8% Limited partner
   f. Brittany Guttenberg Trust-19.8% Limited partner