

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this "Agreement"), made as of May 1, 2013, by and among THE HAIN CELESTIAL GROUP, INC., a corporation organized and existing under the laws of the State of Delaware and qualified to do business in the State of New York as a foreign corporation, having an address at 1111 Marcus Avenue, Lake Success, NY 11042 (the "Company"), APOLLO LAKE SUCCESS PROPERTY, LLC, a limited liability company organized and existing under the laws of the Delaware, having an address at 1111 Marcus Avenue, Lake Success, NY 11042 (the "Overlandlord" and together with the Company, the "Obligors"), and the NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having an office at 1550 Franklin Avenue, Suite 235, Mineola, NY 11501 (the "Agency"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Lease Agreement (as hereinafter defined).

WITNESSETH

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title I of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act"), and Chapter 674 of the 1975 Laws of New York, as amended, constituting Section 922 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, industrial and commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Agency on behalf of the Company intends to undertake a project (the "Project") consisting of the following: (A)(1) the acquisition of an interest in a leasehold interest in an approximately 86,104 square foot portion (the "Premises") of a building complex (the "Building") on a certain parcel of land located at 1111 Marcus Avenue, Incorporated Village of Lake Success, Town of North Hempstead, County of Nassau, New York (Section: 8; Block: B18; Lots: 300H & 300L, Condominium Unit: 1 only) (the "Land" and together with the Building located on the Land, collectively, the "Facility Realty"), which Land is more particularly described on Schedule "A" attached hereto and which Premises are more particularly depicted on Schedule "A-1" attached hereto, (2) the renovation of the Premises, and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and

equipment (the "Equipment"), all of the foregoing for use by the Company and its affiliates as their world headquarters (the Premises and the Equipment being referred to herein, collectively, as the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, including potential exemptions or partial exemptions from real property taxes and sales and use taxes; and (C) the lease of the Project Facility to the Company or such other entity as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Company is the tenant under a Lease dated April 23, 2012 between Overlandlord, as landlord, and the Company, as tenant, as amended by First Amendment to Lease dated May 22, 2012 and further amended by Second Amendment to Lease dated as of May 1, 2013 (collectively, the "Overlease"), a memorandum of which has been recorded in the Nassau County Clerk's Office and pursuant to which the Company leases the Premises from the Overlandlord; and

WHEREAS, the Agency is or will be the holder of the Company's leasehold interest in the Premises pursuant to a certain assignment and assumption agreement, dated the Closing Date (the "Assignment"), between the Company and the Agency, which conveys to the Agency all right, title and interest of the Company in and to the Overlease; and

WHEREAS, the Agency proposes to undertake the Project as an authorized project under the Act and to sublease its interest in the Premises to the Company pursuant to a Sublease Agreement dated as of the date hereof between the Agency and the Company (as amended, modified, supplemented or restated from time to time, the "Lease Agreement"); and

WHEREAS, under the present provisions of the Act and under the present Section 412-a of the Real Property Tax Law of the State of New York (the "RPTL"), the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or under its control.

NOW, THEREFORE, in consideration of the premises and the payments, agreements, and covenants hereinafter contained, the Company, the Overlandlord and the Agency covenant and mutually agree as follows:

Section 1. Tax-Exempt Status of Facility.

A. Application. (1) The Company shall complete, and the Agency shall file, an application for tax exemption pursuant to Section 412-a of the RPTL (the "Application"), which shall be a partial exemption with respect to the Facility Realty based on the Agency's interest in and applicable only to the Premises. The Company and the Overlandlord represent to the Agency that the Premises represents approximately 9.36% of the total rentable area of the Facility Realty and the parties acknowledge and agree that all references to the exempt status of the Facility Realty shall mean and refer only to the Premises. The balance of the total rentable area of the Facility Realty shall not be exempt by virtue of this Agreement or the Agency's interest in the Premises. The Application shall be filed with the assessor for each of the various taxing entities having jurisdiction over the Facility Realty, including, without limitation, the County of Nassau (the "County") and each city, town, village and school district within which

the Facility Realty is located (such taxing entities, and any successors thereto, being hereinafter collectively referred to as the "Taxing Entities" and each individually as a "Taxing Entity"). The Facility Realty shall not be entitled to such partial exempt status on the tax rolls of any Taxing Entity until the beginning of the first fiscal tax year of such Taxing Entity following the first taxable status date of such Taxing Entity occurring subsequent to the last to occur of (i) the Agency becoming the holder of a leasehold interest in the Premises, (ii) the filing by the Agency of the appropriate Application for tax exemption, and (iii) the acceptance of such Application by the appropriate tax assessor(s) (such date, the PILOT Commencement Date").

(2) The Company and the Overlandlord hereby waive any claim or cause of action against the Agency, and release the Agency from any liability to the Company, arising from any denial of an exemption from real property taxes and assessments, except to the extent that such denial results solely from the willful failure of the Agency to file the completed Application for tax exemption as set forth in this Agreement.

(3) The Company and the Overlandlord hereby agree that during the term of the Lease Agreement they shall never raise and hereby irrevocably waive their right to raise as a claim or defense in a judicial or other review of an assessment of the real property with respect to the Facility Realty by any Taxing Entity the fact that the Premises represents more or less than 9.36% of the total rentable area of the Facility Realty. The parties recognize that different standards and methodologies exist for the measurement of interior building premises, and therefore the parties desire to irrevocably agree on the portion of the Facility Realty that shall be subject to the Lease and the terms hereof. It is the intent of the parties that 9.36% of the assessed value assessed by each Taxing Entity with respect to the Facility Realty and used by the Agency to establish the PILOT Payments (as hereinafter defined) shall be exempt hereunder and that the balance of the assessed value assessed by each Taxing Entity with respect to the Facility Realty shall not be affected by this Agreement.

B. Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the General Municipal Law of the State of New York and Section 412-a of the RPTL may not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement, the Company will be required to pay all special assessments and special ad valorem levies levied and/or assessed against or with respect to the Facility Realty, subject to Section 2(B)(3) hereof.

C. Other Charges. If any taxes, assessments, service charges or other governmental charges become payable by the Company, the Overlandlord or the Agency on the Facility Realty or the rental paid pursuant to the Lease Agreement or the occupancy of or any interest of the Company, the Overlandlord or the Agency in the Facility Realty or any part thereof or any personal property used in connection with the business conducted and located therein, the amount of any such taxes, assessments or charges shall be paid by the Obligors as and when due. Furthermore, water charges, sewer rentals, sewage treatment charges, solid waste charges and any other charges in the nature of utility charges shall be paid as and when due directly by the Obligors and shall not be credited against nor be affected in any manner by any payment in lieu of real property taxes and assessments in any year and shall be computed pursuant to the formula adopted by the relevant Taxing Entity. Further, the Overlandlord agrees to pay when due all taxes, assessments, service charges and other governmental charges when

due with respect to the portion of the Facility Realty that is not exempted pursuant to this Agreement.

Section 2. Payments.

A. Tax Payments. Prior to the PILOT Commencement Date, the applicable real property taxes and assessments levied and/or assessed against or with respect to the Premises shall be payable in full by the Obligors to the applicable Taxing Entity as if the Agency were not the holder of a leasehold interest in the Premises or otherwise involved in the Project. The parties acknowledge that the Facility Realty, other than the Premises as specifically set forth herein, shall not be entitled to any real estate tax abatement or exemption hereunder or as a result of the Agency’s involvement in the Project.

B. PILOT Payments. (1) From the PILOT Commencement Date through and including the last day of the sixteenth (16th) fiscal tax year thereafter (such date, the “Abatement Expiration Date”), the Overlandlord or, if the Overlandlord shall fail to do so when required, the Company shall make payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility Realty (collectively, the “PILOT Payments”) as follows, subject to the provisions of Section 2(B)(3) hereof:

1	for the fiscal tax year commencing on the PILOT Commencement Date	\$399,739.22
2	for the fiscal tax year commencing on the 1st anniversary of the PILOT Commencement Date	\$399,739.22
3	for the fiscal tax year commencing on the 2nd anniversary of the PILOT Commencement Date	\$399,739.22
4	for the fiscal tax year commencing on the 3rd anniversary of the PILOT Commencement Date	\$399,739.22
5	for the fiscal tax year commencing on the 4th anniversary of the PILOT Commencement Date	\$399,739.22
6	for the fiscal tax year commencing on the 5th anniversary of the PILOT Commencement Date	\$399,739.22
7	for the fiscal tax year commencing on the 6th anniversary of the PILOT Commencement Date	\$399,739.22
8	for the fiscal tax year commencing on the 7th anniversary of the PILOT Commencement Date	\$399,739.22
9	for the fiscal tax year commencing on the 8th anniversary of the PILOT Commencement Date	\$399,739.22
10	for the fiscal tax year commencing on the 9th anniversary of the PILOT Commencement Date	\$399,739.22
11	for the fiscal tax year commencing on the 10th anniversary of the PILOT Commencement Date	\$399,739.22
12	for the fiscal tax year commencing on the 11th anniversary of the PILOT Commencement Date	\$399,739.22
13	for the fiscal tax year commencing on the 12th anniversary of the PILOT Commencement Date	\$399,739.22

14	for the fiscal tax year commencing on the 13th anniversary of the PILOT Commencement Date	\$399,739.22
15	for the fiscal tax year commencing on the 14th anniversary of the PILOT Commencement Date	\$399,739.22
16	for the fiscal tax year commencing on the 15th anniversary of the PILOT Commencement Date	\$399,739.22

(2) From and after the Abatement Expiration Date and until (i) the Lease Agreement has expired or has been terminated, (ii) the Agency no longer holds an interest in the Premises pursuant to the terms of the Assignment and (iii) the Facility Realty has been returned to the tax rolls as fully taxable property, the Overlandlord shall make PILOT Payments (defined in Section 2 hereof) equal to one hundred percent (100%) of the amount of real property taxes and assessments that would have been levied and/or assessed against or with respect to the Premises as if Agency held no interest in the Premises or the Agency was not otherwise involved in the Project.

“PILOT Obligations” shall mean all amounts required to be paid by the Overlandlord, or if the Overlandlord shall fail to do so, by the Company under this Agreement, including, without limitation, those amounts set forth in Sections 2.A and 2.B hereof.

(3) Any provision of this Agreement to the contrary notwithstanding, the amount of PILOT Payments set forth in Section 2(B)(1) hereof for each fiscal tax year from the PILOT Commencement Date through the Abatement Expiration Date, shall be reduced (but not below \$0) by the amount, if any, of special assessments and special ad valorem levies assessed against or levied upon the Premises for such fiscal tax year (collectively, “Special Assessments”), whether by the Nassau County Tax Assessor’s Office or otherwise, which Special Assessments would otherwise be payable by the Obligors pursuant to this Agreement. The amount of any such reduction of a PILOT Payment shall be set forth on the applicable PILOT bill issued with respect to such fiscal tax year, if any, but the failure of the Obligors to receive such bill shall in no event affect the Obligor’s obligation to pay such PILOT Payment. In the event that (i) the amount of Special Assessments for a particular fiscal tax year exceeds the amount of the PILOT Payment for such fiscal tax year (such excess is hereinafter referred to as an “SA Credit”), or (ii) the amount of PILOT Payments for a particular fiscal tax year are not reduced by the amount of Special Assessments for such fiscal tax year (the amount of such Special Assessments is hereinafter referred to as an “SA Reduction”), then the amount of such SA Credit or SA Reduction, as the case may be, shall be carried over as a credit for the following fiscal tax year(s); provided, however, that if there is an unused SA Credit at the end of the term of the PILOT Payments hereunder, then the Obligors shall not be entitled to (a) take such SA Credit against any further payments hereunder or against real property taxes assessed against the Facility Realty, or (b) an extension of the term of this Agreement.

C. Payments. (1) Amounts due and payable under this Agreement shall be payable to the Treasurer of the County of Nassau (the “Treasurer”), 240 Old Country Road, 3rd floor, Mineola, NY 11501, or at such other address as the Treasurer may notify the Obligors of in writing.

(2) All PILOT Payments hereunder shall be allocated among the affected tax jurisdictions in proportion to the amount of real property and other taxes and assessments that would have been received by each Taxing Entity had the Facility Realty not been partially tax exempt due to the status of the Agency.

D. Due Dates; Interest; and Penalties. (1) The Obligors may be billed for PILOT Payments as if the Facility Realty were on the tax rolls at the time when taxes for each Taxing Entity are due.

(2) If any payment required under this Agreement is not made on or before the due date thereof, such payment shall be delinquent and the unpaid amount(s) shall accrue interest (and penalties) at the rates applicable to late payments of taxes for the respective Taxing Entities and as further provided in the General Municipal Law, including Section 874(5) thereof, which currently provides for a late charge equal to the greater of (a) five (5%) percent of the unpaid amount for the first month, and for each month, or part thereof, that the payment is delinquent beyond the first month, an additional late charge equal to one (1%) percent per month of the total amount payable; and (b) the late charge applicable from time to time to real property tax levies and assessments that are not paid when due.

(3) Anything contained in this subparagraph to the contrary notwithstanding, the Obligors shall have the obligation to make all payments of PILOT Obligations (other than payments of penalties, if any) in (a) two equal semi-annual installments on or prior to the date which is five (5) Business Days prior to January 1 and July 1 for the General Tax portion of the PILOT Obligations and April 1 and October 1 for the School Tax portion of the PILOT Obligations, and (b) one (1) annual installment on or prior to the date which is five (5) Business days prior to June 1 for the Village Tax portion of the PILOT Obligations, as applicable, of each year of the term of the Lease Agreement or on such other due dates as may be established by the Agency or the Treasurer from time to time during the term of the Lease Agreement.

(4) Overlandlord agrees, in addition to any other rights the Company may have under the Overlease, to provide the Company with a rent credit to be applied against all rent obligations due from the Company under the Overlease, equal to any PILOT Payments paid by the Company hereunder.

E. Reserved.

F. Transfer; Company's Obligation. In the event that the Agency transfers, assigns or otherwise disposes of its interest in the Premises to any party other than the Company in accordance with its rights under Section 4 hereof, the Company's obligation for PILOT Obligations shall be prorated to the date of the closing of the transaction and thereupon all obligations of the Company for payment of PILOT Obligations shall cease, but the Agency shall take such steps with the transferee or assignee other than the Company to assure that each of the Taxing Entities shall suffer no loss of revenue until the Facility Realty can be placed back on the tax rolls as fully taxable real property and taxes levied and billed therefor.

Section 3. Effective Date: Duration of Agreement. This Agreement shall become effective upon the execution and delivery of the Lease Agreement by the Company and the Agency and this Agreement by the Obligors and the Agency and the execution and delivery of the Assignment from the Company to the Agency and shall continue in effect until the earlier of (i) the termination of this Agreement pursuant to the terms of the Lease Agreement or of this Agreement, or (ii) the date on which the Assignment and the Lease Agreement are terminated pursuant to the Lease Agreement or this Agreement and the Premises has been placed back on the tax rolls as taxable property.

Section 4. Events of Default. The following shall constitute an “Event of Default” under this Agreement:

A. Failure by the Obligors to make any payment specified herein and the continuance of such failure for a period of ten (10) days after receipt by the Obligors of written notice from the Agency, the County and/or any Taxing Entity (the “Payment Cure Period”); provided, however, that such failure shall not constitute an Event of Default hereunder unless the Company fails to make the applicable payment within fifteen (15) days after the Company’s receipt of an additional written notice of default given by the Agency or the County after the expiration of the Payment Cure Period.

B. Failure by the Obligors to comply with or perform any provision of this Agreement other than the payment provisions hereof and the continuance of such failure for a period of thirty (30) days after receipt by the Obligors of written notice thereof from the Agency.

C. An Event of Default under the Assignment, the Lease Agreement or any other agreement between the Agency and the Company.

If the Obligors fails to make any payments pursuant to this Agreement when due, the amount or amounts so in default shall continue as an obligation of the Obligors until fully paid.

Upon the occurrence and during the continuance of an Event of Default hereunder, the Obligors shall be required to make PILOT Payments as if the Agency had no interest in or involvement with the Premises and the Agency was not otherwise involved in the Project, such amounts to commence to be paid for the period subsequent to the date it is determined by the Agency that there is an Event of Default hereunder. In such event, the tax rate, interest and penalties shall be those then in effect in the Taxing Entities in which the Facility Realty is located.

Upon the occurrence and continuance of an Event of Default hereunder, the Agency shall be entitled to sue to enforce any provision of this Agreement and to recover the payments of PILOT Obligations in default from the Obligors, together with all the costs and expenses of the Agency, its successors or assigns, paid or incurred in such recovery (including court costs and attorneys’ fees and expenses) and interest at the rate charged by the respective Taxing Entities on overdue payments of taxes. In addition, the Agency shall have the right to terminate the Assignment and the Lease Agreement at any time, and the Company shall accept such termination and any tender of reconveyance from the Agency of its interest in the Premises.

The Agency, in enforcing payment by the Obligors of the PILOT Obligations, may take whatever action and exercise any or all of the rights and remedies specified in this Agreement or any other remedy provided by law.

Each and every Event of Default shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. Further, no payment by the Agency or receipt by the Agency or a Taxing Entity of a lesser amount than the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency and/or any Taxing Entity may accept any check or payment as made without prejudice to the right to recover the balance or pursue any other remedy in this Agreement or otherwise provided at law or in equity.

In no event shall the Agency be liable to any of the Taxing Entities for the payments specified herein, whether or not the Obligors make such payments. The Company hereby agrees to indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency and its officers, members, agents (other than the Company), attorneys, servants and employees, past, present and future, against any such liability for such payments and against all penalties, interest, and other charges resulting from the delinquency of such payments.

The Agency, the Overlandlord and the Company hereby acknowledge the right of the County, as beneficiary of this Agreement (on behalf of itself and all other Taxing Entities), to pursue any appropriate remedies, including an action or proceeding in the courts, to recover directly from the Obligors any payments of PILOT Obligations in default hereunder. The Obligors shall promptly notify the Agency of any action or proceeding brought, or other measure taken, by a Taxing Entity to recover such payments in default hereunder. It is understood that the right of any Taxing Entity herein acknowledged is in addition to, and shall not impair, the Agency's own rights arising from a breach of this Agreement.

In the event that the Agency's interest in the Premises is conveyed to the Company or any other party prior to expiration of the term of the Lease Agreement due to the occurrence of an Event of Default, this Agreement shall, at the option of the Agency, become null and void and any remaining tax abatement hereunder shall be canceled.

The rights, powers and remedies of the Agency and the County under this Agreement shall be cumulative and not exclusive of any other right, power or remedy which the Agency or the County may have against the Company pursuant to this Agreement or the other Transaction Documents, or existing at law or in equity or otherwise. The respective rights, powers and remedies of the Agency and the County hereunder may be pursued singly, concurrently or otherwise, at such time and in such order as the Agency or the County may determine in its sole discretion. No delay or omission to exercise any remedy, right or power accruing upon an Event of Default shall impair any such remedy, right or power or shall be

construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Event of Default with respect to the Company shall not be construed to be a waiver of any subsequent Event of Default by the Company or to impair any remedy, right or power consequent thereon.

Section 5. Additional Facilities. If any structural additions or change in use shall be made to the Premises (other than the initial changes contemplated as part of the Project) (such change of use or structural additions being referred to hereinafter as “Additional Facilities”), the Obligor agrees to increase its PILOT Obligations hereunder in an amount, as determined by the Agency or a tax assessor selected by the Agency, equal to the increased tax payments, if any, that would have been payable on such increase if this Agreement were not in effect. Nothing herein shall constitute the Agency’s consent to the construction of any such additions or additional buildings or improvements or to such change of use.

Section 6. Change of Law. In the event the Premises, or any part thereof, is declared to be subject to taxation for real property taxes or assessments by an amendment to the Act, other legislative change or a final judgment of a court of competent jurisdiction, the obligations of the Obligor hereunder shall, to such extent, be null and void. If the Obligor has already paid any amounts under this Agreement for any period that the Company is required to pay taxes or assessments because of such amendment, legislative or final judgment (collectively, “Prior Payments”), then the Company shall look to the Taxing Authorities for repayment of the Prior Payments or a credit in the amount of the Prior Payments against taxes payable to the relevant Taxing Entity but in no event shall the Company look to the Agency for a refund of the Prior Payments.

Section 7. Waiver of Tax Exemption. The Obligor, in recognition of the benefits provided under this Agreement, and for so long as the Lease Agreement is in effect, hereby expressly waive any rights they may have for any exemption under Section 485-b of the RPTL or any other exemption under any other law or regulation (except, however, for the exemption provided under Article 18-A of the General Municipal Law) with respect to the Premises.

The Obligor hereby expressly reserve the right to institute judicial or other review of an assessment of the real property with respect to the Premises, whether pursuant to the provisions of Article 7 of the RPTL or other applicable law, as the same may be amended from time to time, with respect to any fiscal tax year from and after the PILOT Commencement Date; provided, however, that no such judicial or other review or settlement thereof shall have any effect on the Obligor’s PILOT Obligations hereunder, including, without limitation, the Obligor’s obligation to make the PILOT Payments when due. Such judicial or other review shall only be for purposes of setting the assessed value of the Premises as though the Premises were on the tax rolls of each Taxing Entity as taxable real property but shall have no effect on this Agreement or the tax-exempt status of the Premises during the term of this Agreement.

Section 8. Reserved.

Section 9. Limited Obligation. The obligations, covenants and agreements of the Agency hereunder shall not constitute or give rise to an obligation of the State of New York,

the County, or any city, town, village or school district within which the Facility Realty is located and neither the State of New York, the County nor any such city, town, village or school district shall be liable thereon, and further, such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency.

Section 10. No Waiver. Failure by the Agency in any instance to insist upon the strict performance of any one or more of the obligations of the Obligor under this Agreement, or to exercise any election herein contained, shall in no manner be or be deemed to be a waiver by the Agency of any of the Obligor's defaults or breaches hereunder or of any of the rights and remedies of the Agency by reason of such defaults or breaches, or a waiver or relinquishment of any and all of the Obligor's obligations hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing. Further, no payment by the Obligor or receipt by the Agency of a lesser amount than the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency may accept any check or payments as made without prejudice to the right to recover the balance or pursue any other remedy in this Agreement or otherwise provided at law or in equity.

Section 11. Notices.

A. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given on the earlier of (1) three (3) Business Days after being sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (2) the date on which delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

B. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

To the Agency:

Nassau County Industrial Development Agency
1550 Franklin Avenue, Suite 235
Mineola, NY 11501
Attention: Joseph J. Kearney, Executive Director

With a courtesy copy to:

Phillips Lytle LLP
1305 Franklin Avenue, 2nd floor
Garden City, NY 11530
Attention: Paul V. O'Brien, Esq.

To the Company:

The Hain Celestial Group, Inc.
85 South Service Road
Melville, NY 11747
Attention: General Counsel

With a courtesy copy to:

Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th floor
East Meadow, NY 11554
Attn: Howard M. Stein, Esq.

To the Overlandlord:

Apollo Lake Success Property, LLC
1111 Marcus Avenue
Lake Success, NY 11042
Attention: Property Manager

With a courtesy copy to:

Post Heymann & Koffler LLP
Two Jericho Plaza
Suite 211, Wing A
Jericho, NY 11753
Attention: William W. Post, Esq.

Section 12. Change of Address. The Agency, the Overlandlord or the Company may, by notice given hereunder to each other, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

Section 13. Assignment of Agreement. This Agreement shall be binding upon the respective successors and permitted assigns of the Obligors but no assignment shall be effective to relieve the Obligors of any of its obligations hereunder unless expressly authorized and approved in writing by the Agency. This rights and obligations of the Company herein may not be assigned except in connection with a permitted assignment of the Company's interest in and to the Lease Agreement.

Section 14. Independent Agreement. Notwithstanding any other provision of this Agreement, including the recitals hereof, the parties agree that the Lease Agreement executed between the parties thereto shall be a separate and independent document from this Agreement, and irrespective of whether any provision of this Agreement or the entirety hereof shall be held invalid or unenforceable by any court of competent jurisdiction, the Lease Agreement shall be construed, interpreted, and otherwise regarded separate and apart from this Agreement. The parties hereto specifically note that the considerations and terms provided for in

this Agreement and provided for in the Lease Agreement are the only considerations and terms for which the parties thereto have executed this Agreement.

Section 15. Invalidity. If any one or more phrases, sentences, clauses or provisions of this Agreement or the entirety hereof shall be declared invalid or unenforceable by any order, decree or judgment of any court of competent jurisdiction, then such phrase, sentence, clause or provision or the entirety of this Agreement shall be deemed to be reformed in such manner as shall be determined by such court, or in the absence of such a determination then in the reasonable judgment of the Agency, to render such phrase, sentence, clause or provision of this Agreement valid and enforceable under applicable law. The parties hereto agree to enter into such documents, agreements and instruments as the Agency reasonably determines are necessary to effect any such reformation. In the event that any one more of the phrases, sentences, clauses or provisions of this Agreement cannot be reformed to comply with applicable law, then this Agreement shall be construed as if such phrase, sentence, clause or paragraph had not appeared in this Agreement.

Section 16. Amendments. This Agreement may not be modified, amended, supplemented, or changed without the written consent of the Agency, the Overlandlord and the Company.

Section 17. Prior Agreements. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, whether written or oral, among the parties with respect to the subject matter hereof.

Section 18. Delivery of Agreement. The Agency covenants to use reasonable efforts to deliver to each Taxing Entity a copy of this Agreement within fifteen (15) days after its execution.

Section 19. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 20. Service of Process; Consent to Jurisdiction; Forum.

A. The Obligors represent that they are subject to service of process in the State of New York and covenant that they will remain so subject so long as the Lease Agreement shall be in effect. If for any reason any Obligors should cease to be so subject to service of process in the State of New York, such Obligor hereby designates and appoints, without power of revocation, Howard M. Stein, Esq., Certilman Balin Adler & Hyman, LLP, 90 Merrick Avenue, 9th floor, East Meadow, NY 11554, as agent for service of process, and if such agent shall cease to act or otherwise cease to be subject to service of process in the State of New York, the Secretary of State of the State of New York, as the agents of such Obligor upon whom may be served all process, pleadings, notices or other papers which may be served upon such Obligor as a result of any of its obligations under this Agreement; provided, however, that the serving of such process, pleadings, notices or other papers shall not constitute a condition to such Obligor's obligations hereunder.

B. The Obligors irrevocably and unconditionally (1) agree that any suit, action or other legal proceeding arising out of this Agreement or the other Transaction Documents may be brought in the courts of record of the State of New York in Nassau County or the courts of the United States, Eastern District of New York; (2) consent to the jurisdiction of each such court in any such suit, action or proceeding; and (3) waive any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts. For such time as the Lease Agreement is in effect, the Obligors' agents designated above shall accept and acknowledge in the Obligors' behalf service of any and all process in any such suit, action or proceeding brought in any such court. The Obligors agree and consent that any such service of process upon such agents and written notice of such service to the Obligors in the manner set forth in Section 11 hereof shall be taken and held to be valid personal service upon the Obligors whether or not the Obligors shall then be doing, or at any time shall have done, business within the State of New York and that any such service of process shall be of the same force and validity as if service were made upon the Obligors according to the laws governing the validity and requirements of such service in the State of New York, and waive all claim of error by reason of any such service. Such agents shall not have any power or authority to enter into any appearance or to file any pleadings in connection with any suit, action or other legal proceedings against the Obligors or to conduct the defense of any such suit, action or any other legal proceeding except as expressly authorized by an Obligor.

Section 21. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, as the same may be in effect from time to time, without regard to principles of conflicts of laws.

Section 22. Nature of Obligations. This Agreement shall remain in full force and effect until each and every one of the PILOT Obligations shall have been irrevocably paid in full and all other obligations of the Obligors under this Agreement shall have been paid and performed in full.

The obligations of the Obligors under this Agreement shall be joint and several.

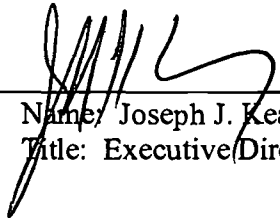
Section 23. Indemnification. The Company agrees to indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency and its officers, members, agents (other than the Company), attorneys, servants and employees, past, present and future, against any liability arising from any default by the Obligors in performing their obligations hereunder or any expense incurred hereunder, including, without limitation, any expenses of the Agency and attorneys' fees and expenses.

Section 24. Reserved.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By  _____
Name: Joseph J. Kearney
Title: Executive Director

THE HAIN CELESTIAL GROUP, INC.


By  _____
Name: Denise Faltischek
Title: SVP & General Counsel

APOLLO LAKE SUCCESS PROPERTY,
LLC

By  _____
Name: Richard Mack
Title: Vice President

STATE OF NEW YORK)
 : ss.:
COUNTY OF NASSAU)

On the 28 th day of May, in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph J. Kearney, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.




Notary Public

Paul V O'Brien
Notary Public State of New York
No 02OB6235944
Qualified in Nassau County
Commission Expires February 14, 2015

STATE OF NEW YORK)
 : ss.:
COUNTY OF NASSAU)

On the 31 th day of May, in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Denise Faltischek, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual executed the instrument.

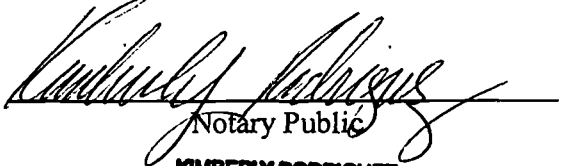


Notary Public

RICHARD J. BIONDI
Notary Public State of New York
No. 01B15005419
Qualified in Suffolk County
Commission Expires December 7, 2014

STATE OF *New York*
: ss.:
COUNTY OF *New York*

On the 26th day of March, in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Mack, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.


Notary Public

KIMBERLY RODRIGUEZ
Notary Public, State of New York
No. 01RO6216332 Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 1, 2014

SCHEDULE A

DESCRIPTION OF THE LAND

All that certain Condominium Unit 1 (hereinafter called the "Unit") in the building (hereinafter called the "Building") known as 1111 Marcus Avenue Condominium and by the street address 1111 Marcus Avenue, Lake Success, in the Town of North Hempstead, County of Nassau and State of New York, said Unit being designated and described as Unit 1 in that certain declaration, dated as of June 16, 2006 made by i. Park Lake Success, LLC pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter called the "Condominium Act") establishing condominium ownership of the Building and the land (hereinafter called the "Land") upon which the Building is situate (which Land is more particularly described hereinafter and by this reference made a part hereof), which declaration was recorded August 28, 2006 in the Office of the Clerk of the County of Nassau in Liber 12164 Cp 515, as amended by First Amendment to Declaration of Condominium of 1111 Marcus Avenue Condominium recorded in the Office of the Clerk, County of Nassau on January 2, 2013 in Liber 12904 Cp 801 (which Declaration, First Amendment and any other amendments thereto, are hereinafter collectively called the "Declaration"). The unit is also designated as Tax Lot 300H Unit 1 and Tax Lot 300L Unit 1 in Block B18 in Section 8 on the Land and Tax Map of Nassau County. The Real Property above described is a unit shown on the plans of a Condominium filed in the Office of the Clerk of the County of Nassau on the 28th day of August, 2006 as Map No. CA-222, as corrected by Map No. CA-222A filed in the Office of the Clerk, County of Nassau on January 2, 2013.

Together with a 65.92 percent interest in the general common elements and 100 percent interest in the limited common elements specific to Unit 1 of the Condominium.

DESCRIPTION OF THE LAND

BEGINNING at the northeasterly terminus of a curve bearing to the right having a radius of 54.00 feet and a length of 57.87 feet, said curve connecting the southerly side of Marcus Avenue, as widened, with the easterly side of Lakeville Road, as widened;

RUNNING THENCE from said point of beginning easterly along the new southerly side of Marcus Avenue the following twelve (12) courses and distances:

1. along a curve bearing to the right, having a radius of 2,630.00 feet a distance of 249.78 feet;
2. along a curve bearing to the right, having a radius of 4,070.00 feet, a distance of 585.11 feet;
3. south 70 degrees 11 minutes 27 seconds east, a distance of 157.19 feet;
4. along a curve bearing to the right, having a radius of 5,689.58 feet, a distance of 102.58 feet;
5. along a curve bearing to the right, having a radius of 132.00 feet a distance of 34.90 feet;
6. along a curve bearing to the left, having a radius of 108.00 feet a distance of 27.38 feet;
7. along a curve bearing to the left, having a radius of 5,681.58 feet, a distance of 50.00 feet;
8. along a curve bearing to the left, having a radius of 108.00 feet, a distance of 27.38 feet;
9. along a curve bearing to the right, having a radius of 132.00 feet, a distance of 34.90 feet;
10. along a curve bearing to the right, having a radius of 5,689.58 feet, a distance of 405.29 feet;
11. south 63 degrees 19 minutes 51 seconds east, a distance of 195.48 feet;
12. along a curve bearing to the left, having a radius of 5,769.58 feet, a distance of 401.28 feet to a point formed by the intersection of the southerly side of Marcus Avenue, as widened, with the division line between the subject parcel and land now or formerly of the Chase Manhattan Bank (National Association) as trustee;

RUNNING THENCE south 16 degrees 04 minutes 36 seconds west, along said division line, a distance of 1,501.07 feet to the northerly side of Union Turnpike;

RUNNING THENCE westerly along the northerly side of Union Turnpike, the following two (2) courses and distances;

1. north 89 degrees 33 minutes 20 seconds west, a distance of 615.31 feet;
2. along a curve bearing to the left, having a radius of 2,198.59 feet, a distance of 461.81 feet to a monument and to lands now or formerly of Long Island Lighting Company;

RUNNING THENCE northerly, westerly and southwesterly, along lands now or formerly of Long Island Lighting Company the following five (5) courses and distances:

1. north 16 degrees 48 minutes 09 seconds west, a distance of 150.00 feet to a monument;
2. north 25 degrees 53 minutes 44 seconds west, a distance of 134.04 feet;
3. westerly, along a curve (Nontangent) bearing to the right, having a radius of 265.00 feet, said curve having a chord bearing of south 64 degrees 28 minutes 48 seconds west and a chord length of 180.08 feet, a distance of 183.73 feet to a monument;
4. south 84 degrees 20 minutes 34 seconds west, a distance of 286.65 feet to a monument;
5. south 48 degrees 54 minutes 04 seconds west, a distance of 102.07 feet to the easterly side of Lakeville Road, as widened;

RUNNING THENCE north 41 degrees 06 minutes 47 seconds west, along the easterly side of Lakeville Road, as widened, a distance of 20.00 feet to a point formed by the intersection of the said easterly side of Lakeville Road, as widened, with the division line between the subject parcel and land now or formerly of Manhasset-Lakeville Water District;

RUNNING THENCE northeasterly and northwesterly, along said division line, the following two (2) courses and distances:

1. north 48 degrees 54 minutes 04 seconds east, a distance of 118.73 feet;
2. north 41 degrees 05 minutes 56 seconds west, a distance of 76.00 feet to other lands now or formerly of the Long Island Lighting Company;

RUNNING THENCE northeasterly, northwesterly and southwesterly, along said other lands now or formerly of the Long Island Lighting Company, the following three (3) courses and distances:

1. north 48 degrees 54 minutes 04 seconds east, a distance of 48.00 feet;
2. north 41 degrees 05 minutes 56 seconds west, a distance of 225.00 feet;
3. south 48 degrees 54 minutes 04 seconds west, a distance of 132.06 feet to the easterly side of Lakeville Road, as widened;

RUNNING THENCE northerly, along said easterly side of Lakeville Road, as widened, the following fourteen (14) courses and distances:

1. along a curve (Nontangent) bearing to the right, having a radius of 861.20 feet, said curve having a chord bearing of north 21 degrees 58 minutes 00 seconds west and a chord distance of 84.58 feet, a distance of 84.61 feet;
2. north 19 degrees 09 minutes 07 seconds west, a distance of 106.45 feet;

3. along a curve bearing to the right, having a radius of 912.37 feet, a distance of 349.70 feet;
4. north 02 degrees 48 minutes 33 seconds east, a distance of 31.49 feet;
5. along a curve bearing to the right, having a radius of 132.00 feet, a distance of 34.18 feet;
6. along a curve bearing to the left, having a radius of 108.00 feet, a distance of 27.96 feet;
7. north 02 degrees 48 minutes 33 seconds east, a distance of 143.09 feet;
8. along a curve (Nontangent) bearing to the right, having a radius of 22.00 feet, said curve having a chord bearing of north 22 degrees 25 minutes 55 seconds west and a chord distance of 18.76 feet, a distance of 19.38 feet;
9. north 02 degrees 48 minutes 33 seconds east, a distance of 533.86 feet;
10. north 07 degrees 35 minutes 33 seconds east, a distance of 91.47 feet;
11. along a curve bearing to the right, having a radius of 1,154.00 feet, a distance of 273.95 feet;
12. along a curve bearing to the right, having a radius of 204.00 feet, a distance of 53.41 feet;
13. along a curve bearing to the left, having a radius of 296.00 feet, a distance of 45.70 feet;
14. along a curve bearing to the right, having a radius of 1,154.00 feet, a distance of 148.66 feet;

RUNNING THENCE northeasterly, along a curve bearing to the right, having a radius of 54.00 feet, said curve connecting the easterly side of Lakeville Road, as widened, with the southerly side of Marcus Avenue, as widened, a distance of 57.87 feet to the point or place of BEGINNING.

EXCEPTING therefrom so much of the above described premises described known and designated as Section 8 Block B-18 Lot 339 on the Nassau County Land and Tax Map.

SECTION 8 BLOCK B-18 LOTS 300H UNIT 1 AND 300L UNIT 1

SCHEDULE A-1

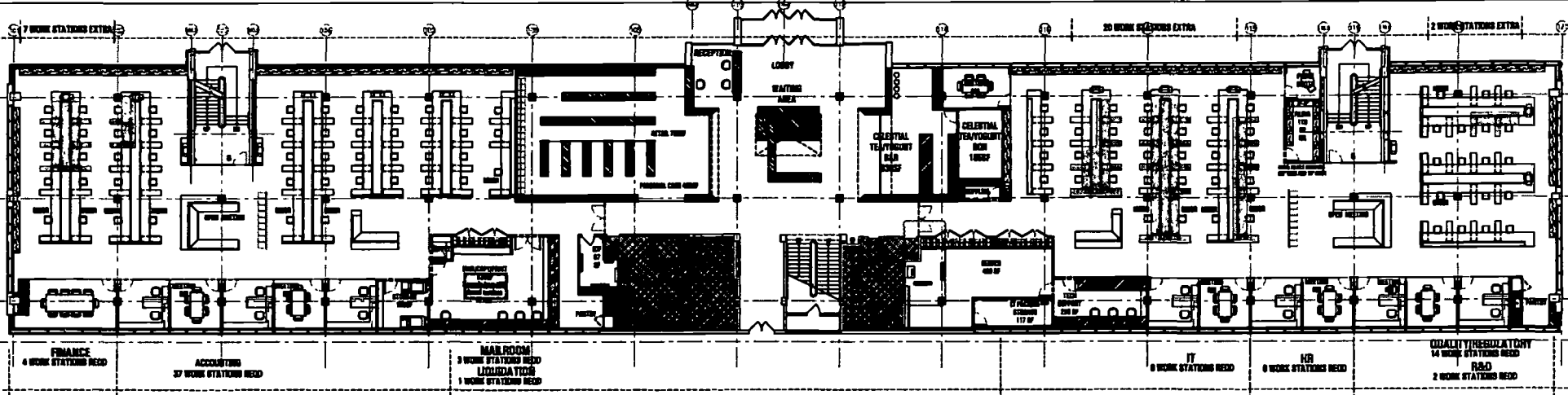
The Premises

See Attached

STO ANALYSIS:
 135 FILE DRAWERS PROVIDED, 1 HOF CLOSET, 1 SERVER ROOM, 1 COPY/STORAGE ROOM,
 Media requires 70 drawers, Paper requires 15 drawers

STORAGE ANALYSIS:
 183 FILE DRAWERS PROVIDED, 1 HOF CLOSET, 1 SERVER ROOM, 1 COPY/STORAGE ROOM, 1 FILM ROOM
 sufficient storage provided for IT, HR, QUALITY REGULATORY

TOTAL STORAGE ANALYSIS ALL FLOORS:
 800 file drawers provided
 Mobile Dev - 450 drawers, Mobile Equipment - 670 drawers - 1056 total
 storage space is sufficient for all departments based on A-1 questionnaire/discussions



7 FLOOR PLAN

ACCOUNTING & FINANCE

scale: 1" = 10'
 date: 02.21.12

73 TOTAL WORK STATIONS REQUIRED
 101 STATIONS PROVIDED

9 OFFICES REQUIRED
 9 OFFICES PROVIDED + 4 CONVERTIBLE
 OFFICE/CONFERENCE

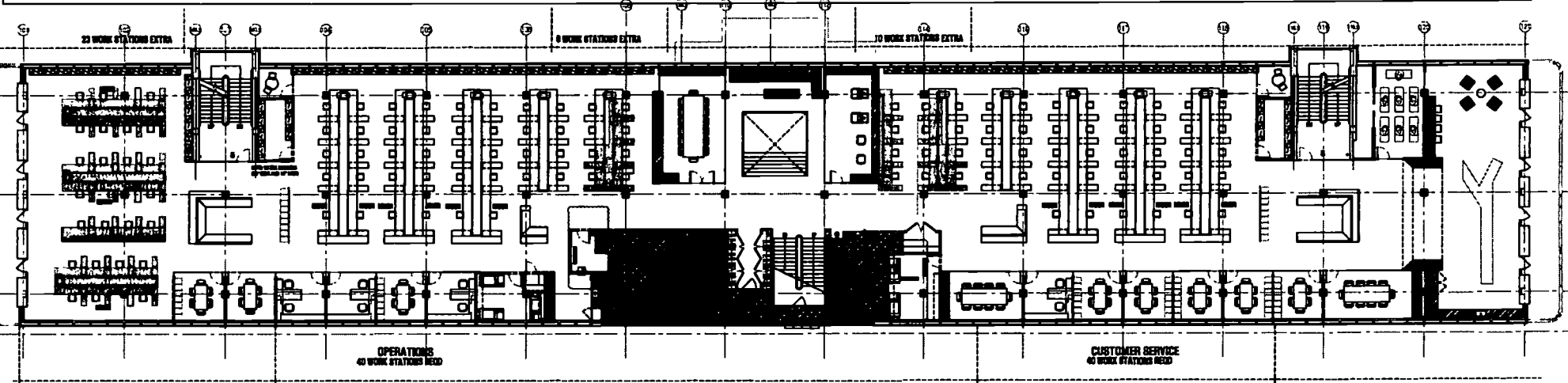
GRAND TOTALS: 218 TOTAL WORK STATIONS REQUIRED
 283 WORK STATIONS PROVIDED

28 OFFICES REQUIRED - 245 TOTAL PEOPLE
 28 OFFICES PROVIDED + 19 CONVERTIBLE - 341 TOTAL PEOPLE



*Scale
 File A-1*

ST ANALYSIS: 101 FILE CABINETS PROVIDED, 1 IDF CLOSET, 1 COPY/STORAGE ROOM, 1 FILING CLOSET	STORAGE ANALYSIS: 125 FILE CABINETS PROVIDED, 1 IDF CLOSET, 1 COPY/STORAGE ROOM, 1 FILING ROOM
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SEC FLOOR PLAN
 scale: 1"=10'
 Date: 02.21.12

SUPPLY CHAIN [OPERATIONS]

40 TOTAL STATIONS REQUIRED
 3 OFFICES TOTAL REQUIRED

CUSTOMER SERVICE

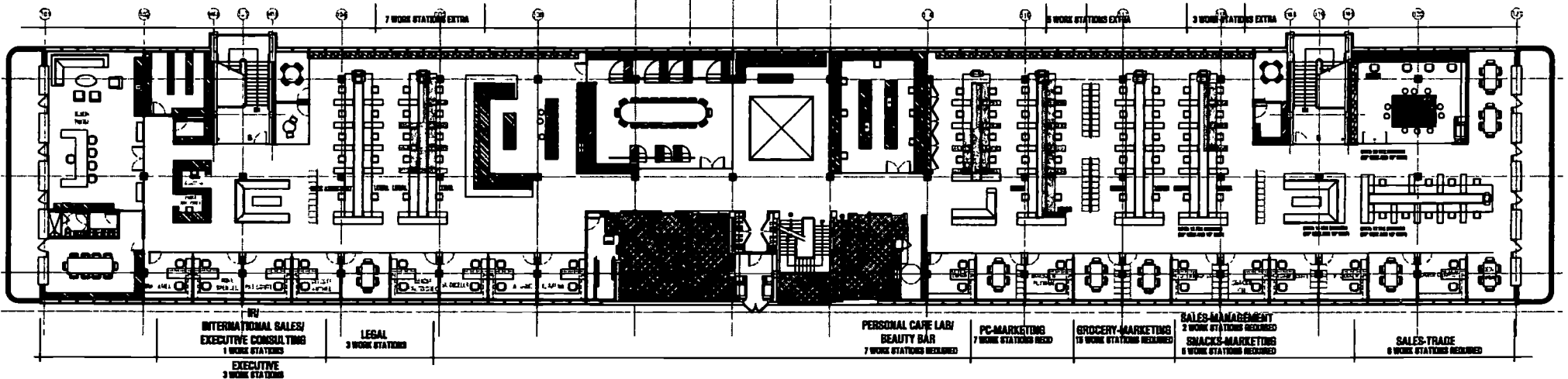
TOTAL WORK STATIONS REQUIRED 119 RK STATIONS PROVIDED <small>*TOTAL NUMBER INCLUDING ALL STATIONS ON PLAN</small>	4 OFFICES REQUIRED 4 OFFICES PROVIDED + 9 CONVERTABLE OFFICES PROVIDED
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STO ANALYSIS:
 76 FILE DRAWERS PROVIDED, 1 BKF CLOSET, 1 CORPORATE STORAGE ROOM
 Check: 30 drawers + individual work storage + corporate chest

STORAGE ANALYSIS:
 110 FILE DRAWERS PROVIDED, 1 BKF CLOSET, 1 COPY/STORAGE ROOM, STORAGE FOR PC ADDED IN LIEU OF FILMS
 Based on marketing specifications: 94 file drawers required + 50 for access and ecopy = 144 drawers



1 FLOOR PLAN
 scale: 1" = 10'
 date: 02.21.12

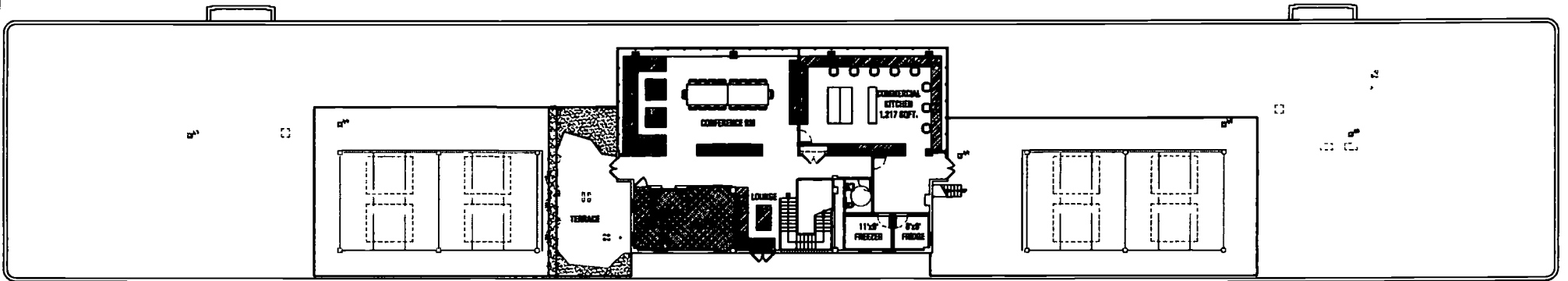
ADMIN/EXEC
 10 TOTAL STATIONS REQUIRED
 8 OFFICES TOTAL REQUIRED

MARKETING & SALES
 30 TOTAL STATIONS REQUIRED
 8 OFFICES TOTAL REQUIRED

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58 TOTAL WORK STATIONS REQUIRED 73 W STATIONS PROVIDED <small>*CHECK WORKSTATION REQUIREMENTS ON PLAN</small>	18 OFFICES REQUIRED 18 OFFICES PROVIDED + 8 CONVERTABLE OFFICE/CONFERENCE <small>*TOTAL, BEAL, PETER OFFICES REMAINING STRUCTUREALLY LOCKED OVER BECKS BY AIR FLEX OFFICE PARTITION, 1 OPEN BEAMING OFFICE PROVIDED</small>
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INNOVATION CENTER

R F PLAN

scale: 1" = 10'
date: 02.21.12

**6 TOTAL WORK STATIONS REQUIRED
6 W STATIONS PROVIDED**

ARCHITECT

