

PAYMENT IN LIEU OF TAXES AGREEMENT
(10 Commercial Avenue)

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this "Agreement"), made as of November 1, 2018, by and among SEVIROLI FOODS, INC., a corporation organized and existing under the laws of the State of New York, having an office at 385 Brook Street, Garden City, NY11530 (the "Company"), JS COMMERCIAL REALTY CORP., a corporation organized and existing under the laws of the State of New York, having an office at 601 Brook Street, Garden City, NY11530 (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 One West Street, 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).

W I T N E S S E T H

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 Company submitted an application for financial assistance (the "Application") to the Agency requesting that the Agency consider undertaking a project (the "Project") consisting of, inter alia, the following: (A) (1) the acquisition of an interest in those certain parcels of land located in the Town of Hempstead, Nassau County, New York, more particularly identified on Schedule A attached hereto (collectively, the "Land"), (2) the renovation of the existing buildings and other structures on the Land (collectively, the "Building") together with related improvements to the Land, and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (collectively, the "Equipment"), all of the foregoing for use as manufacturing, warehousing and office facilities of the Company (collectively, the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the

foregoing, including potential exemptions or partial exemptions from real property taxes, sales and use taxes and mortgage recording taxes; and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Overlandlord or such other entity(ies) as may be designated by the Overlandlord and agreed upon by the Agency; and

WHEREAS, the Overlandlord is the owner of fee title to the Land and the Building (collectively, the "Facility"); and

WHEREAS, the Company is the sub-subtenant under a sub-sublease agreement dated February 1, 2001 as amended (the "Overlease") between the Overlandlord, as landlord, and the Company, as tenant, pursuant to which the Company leases the Facility from the Overlandlord; and

WHEREAS, the Agency is or will be the holder of a leasehold interest in the Facility pursuant to a certain master company lease agreement of even date herewith (as amended, modified, supplemented or restated from time to time, the "Company Lease"), between the Overlandlord (and others) and the Agency, which conveys to the Agency a leasehold interest in and to the Facility; and

WHEREAS, the Agency proposes to undertake the Project as an authorized project under the Act and to sublease its interest in the Facility to the Overlandlord pursuant to a Master Sublease Agreement of even date herewith between the Agency and the Overlandlord (and others) (as amended, modified, supplemented or restated from time to time, the "Lease Agreement"); and

WHEREAS, the payment and performance of the Obligors' respective obligations under this Agreement shall be secured by a Mortgage and Assignment of Leases and Rents of even date herewith (as amended, modified, supplemented or restated from time to time, the "PILOT Mortgage") from the Obligors and the Agency, as mortgagor, to the County of Nassau (the "PILOT Mortgagee"), its successors and assigns, as mortgagee, pursuant to which the Agency, the Overlandlord and the Company grant a first mortgage lien on the Facility to the PILOT Mortgagee; 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 Obligors and the Agency covenant and mutually agree as follows:

Section 1. Tax-Exempt Status of Facility.

A. RPTL 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 "RPTL

Application"). The RPTL Application shall be filed with the assessor for each of the various taxing entities having jurisdiction over the Facility, including, without limitation, the County of Nassau (the "County") and each city, town, village and school district within which the Facility 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 shall not be entitled to 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 second 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 Facility, (ii) the filing by the Agency of the appropriate RPTL Application for tax exemption, and (iii) the acceptance of such RPTL Application by the appropriate tax assessor(s) (such date, the "PILOT Commencement Date").

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

(3) By virtue of the execution and delivery of this PILOT Agreement by the Obligors, the Project Facility is under the jurisdiction of the Agency for purposes of Section 412-a of the RPTL.

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 and the other Transaction Documents, the Obligors will be required to pay all special assessments and special ad valorem levies levied and/or assessed against or with respect to the Facility, subject to Section 2(B)(3) hereof.

C. Other Charges. If any assessments, service charges or other governmental charges become payable by the Company, the Overlandlord or the Agency on the Facility 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 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.

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 Facility

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 Facility or otherwise involved in the Project.

B. PILOT Payments. (1) From the PILOT Commencement Date through and including the last day of the twentieth (20th) fiscal tax year thereafter (such date, the "Abatement Expiration Date" and such period, the "Term"), the Obligors shall make payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility as set forth on Schedule B hereto, subject to the provisions of Section 2(B)(3) hereof.

The payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility pursuant to clause (1) above are referred to herein as the "PILOT Payments."

(2) From and after the Abatement Expiration Date, and until the Agency's interest in the Facility is conveyed to the Company pursuant to the terms of the Lease Agreement and the Facility has been returned to the tax rolls as fully taxable property, the Obligors shall make PILOT Payments 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 Facility as if the Facility were owned by the Company and/or the Overlandlord and the Agency were not otherwise involved in the Project.

"PILOT Obligations" shall mean all amounts required to be paid by the Obligors 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 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 Facility 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 Obligors' 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 this Agreement, 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, 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"), One West Street, 1st 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 Project not been tax exempt due to the status of the Agency. This provision constitutes the formula for the calculation of the amounts for each Taxing Entity of the PILOT Payments as required by Section 859-a(6) of the General Municipal Law.

D. Due Dates; Interest; and Penalties. (1) The Obligors may be billed for PILOT Payments as if the Facility 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. The Obligors shall pay all such interest, late charges and penalties 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 (b) two equal semi-annual installments on or prior to the date which is five (5) Business Days prior to October 1 and April 1 for the School 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 and on notice to the Obligors during the term of the Lease Agreement.

E. Partial Sale; Transferee's Obligation; Apportionment of Reduction to Local Taxing Entities. During the Term of this Agreement, in the event that the Agency's interest in the Facility, or any portion thereof or interest therein, is sold, transferred, assigned or otherwise disposed of by the Agency in accordance with the Lease Agreement, the transferees thereof will thereafter pay the real property taxes and assessments on such Land and the Building and any Additional Facilities (as hereinafter defined) located on the Land, or on such portion of the Land, that was sold, transferred, assigned or otherwise disposed of, as may be required by applicable law.

F. Sale; Company's Obligation. In the event that the Agency sells, transfers, assigns or otherwise disposes of its interest in the Facility to any party other than the Company, the Obligors' obligation for PILOT Obligations shall be prorated to the date of the closing of the transaction and thereupon all obligations of the Obligors 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 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 Company Lease and the Lease Agreement by the Company and the Agency and this Agreement by the Obligors and 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 Company Lease and the Lease Agreement are terminated pursuant to the Lease Agreement or this Agreement and the Facility 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 five (5) business days after receipt by the Obligors of written notice from the Agency, the County and/or any Taxing Entity.

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, or if such default is capable of being cured but cannot be cured within such 30-day period, the failure of the Obligors to commence to cure such default within such 30-day period or to thereafter to diligently prosecute such cure to completion, provided in no event shall such additional cure period exceed sixty (60) days.

C. An Event of Default under the Company Lease, the Lease Agreement or any other agreement between the Agency and the Company, which is not cured within the applicable period of grace, if any.

D. If the Overlandlord or the Company shall sell, transfer, convey or otherwise dispose of its interest in the Project Facility or any portion thereof without the prior written consent of the Agency.

E. The Overlandlord, or any Affiliate thereof, or any director, member, manager, partner or shareholder of the Overlandlord, shall become a Prohibited Person.

F. If any representation, warranty or certification made to the Agency by or on behalf of the Company or the Overlandlord in this Agreement shall prove to have been false,

misleading or incorrect in any material respect at the time as of which the facts therein set forth were made.

If the Obligors fail 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, which is not cured within the applicable period of grace, if any, the Obligors shall be required to make PILOT Payments as if the Facility were owned by the Company (or the Overlandlord) 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 is located.

Upon the occurrence and continuance of an Event of Default hereunder, which is not cured within the applicable period of grace, if any, (i) 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 reasonable costs and expenses of the Agency, its successors or assigns, paid or incurred in such recovery (including court costs and reasonable attorneys' fees and expenses) and interest at the rate charged by the respective Taxing Entities on overdue payments of taxes, and (ii) the Agency shall have the right to terminate the Company Lease and the Lease Agreement at any time, and the Company shall accept such termination and any tender of reconveyance by the Agency of its interest in the Facility.

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 Obligors hereby agree 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 and/or to exercise its rights and remedies under the PILOT Mortgage. 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 any interest in and to the Facility is conveyed by the Company or title to the Facility is conveyed by the Overlandlord to any other party prior to expiration of the term of the Lease Agreement (other than transfers expressly permitted under the Lease Agreement or otherwise consented to by the Agency), 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 Obligors 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 Obligors shall not be construed to be a waiver of any subsequent Event of Default by the Obligors 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 buildings or other improvements included in the Facility subsequent to the date hereof (other than the initial renovation contemplated as part of the Project), or if any additional buildings or improvements shall be constructed on the Land other than the Building (such change of use, new structures, structural additions, buildings and improvements being referred to hereinafter as "Additional Facilities"), the Obligors agree to increase the PILOT Obligations hereunder in an amount, as determined by the Agency or the Nassau County Department of Assessment, 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 Facility, 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 Obligors hereunder shall, to such extent, be null and void. If the Obligors have already paid any amounts under this Agreement for any period that the Obligors are required to pay taxes or assessments because of such amendment, legislative or final judgment (collectively, "Prior Payments"), then the Obligors 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 Obligors look to the Agency for a refund of the Prior Payments.

Section 7. Waiver of Tax Exemption. The Obligors, 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 Facility.

The Obligors, in recognition of the benefits provided under this Agreement and the Lease Agreement, hereby expressly waive the right to institute judicial or other review of an assessment of the real property with respect to the Facility for any fiscal tax year prior to the 2038/39 School Year and the 2039 General Year, 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. In addition, the Obligors hereby represent and warrant that they have stipulated to the discontinuance (with prejudice) of all pending tax certiorari proceedings, if any, with respect to the Facility on or before the date hereof. With respect to any such judicial or other review brought with respect to the 2038/39 School Year and the 2039 General Year or after, such judicial or other review or settlement thereof shall not have any effect on the Obligors' obligations hereunder, including, without limitation, the Obligors' 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 Facility as though the Facility was 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 Facility during the term of this Agreement.

Section 8. Delivery of PILOT Statement. The Obligors shall deliver to the Comptroller of the County of Nassau, on or before the dates set forth for payment of the PILOT Obligations in Section 2 hereof, in each year during the term of the Lease Agreement, a verified statement setting forth the amount of such payments and the dates of such payments.

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 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 Obligors 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 Obligors' 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 Obligors' 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 Obligors 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 two (2) Business Days after being sent by nationally recognized overnight courier service, 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
One West Street
Mineola, NY 11501
Attention: Joseph J. Kearney, Executive Director

With a courtesy copy to:

Phillips Lytle LLP
1205 Franklin Avenue, Suite 390
Garden City, NY 11530
Attention: Milan K. Tyler, Esq.

To the Company & Overlandlord:

c/o Seviroli Foods, Inc.
385 Brook Street
Garden City, NY 11530

Attn: Justine M. Roe, CFO

With a courtesy copy to:

Meltzer Lippe Goldstein & Breitstone LLP
190 Willis Avenue
Mineola, NY 11501
Attn: Gary Meltzer, 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 successors and permitted assigns of the Obligors but no assignment shall be effective to relieve the Obligors of any of their obligations hereunder unless expressly authorized and approved in writing by the Agency. The rights and obligations of the Obligors hereunder may not be assigned except in connection with a permitted assignment of the Company's interest in and to the Lease Agreement. Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto, the County and the other Taxing Entities.

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, 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 and the Obligors.

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 the any Obligor should cease to be so subject to service of process in the State of New York, the Obligors hereby designate and appoint, without power of revocation, Gary Meltzer, Esq., Meltzer Lippe Goldstein & Breitstone LLP, 190 Willis Avenue, Mineola, NY 11501, 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. Each Obligor irrevocably and unconditionally (1) agrees 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) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (3) waives 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 waives 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 the Obligors.

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 the earlier of (i) the time that 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, or (ii) the termination of this Agreement pursuant to the terms of this Agreement and/or any of the other Transaction Documents.

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

Section 23. Indemnification. The Obligors agree 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 reasonable attorneys' fees and expenses.

Section 24. Representations/Certifications/Acknowledgments of the Obligors. The Obligors hereby represent and warrant to the Agency that: (a) there is a likelihood that the Project would not be undertaken but for the Financial Assistance provided by the Agency, (b) the provisions of subdivision (1) of Section 862 of the Act are not and will not be violated as a result of the granting of the Financial Assistance by the Agency to the Obligors, and (c) the Project is in substantial compliance with all provisions of the Act, including, but not limited to, the provisions of Section 859-a and 862(1) thereof. The Obligors hereby certify, under penalty of perjury, that each owner, occupant or operator receiving Financial Assistance is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations. The Obligors acknowledge and agree that (i) the submission to the Agency by any Obligor of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the recapture from the Company of an amount equal to all or any part of any tax exemption claimed by reason of the Agency's involvement in the Project, and (ii) the Overlandlord shall comply with the requirements of Section 8.11(D) of the Lease as if such Section 8.11(D) of the Lease was incorporated in this Agreement.

[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

SEVIROLI FOODS, INC.

By _____

Name: Joseph Seviroli, Jr.
Title: President

JS COMMERCIAL REALTY CORP.

By _____

Name: Joseph Seviroli, Jr.
Title: President

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

On the 21 day of November, in the year 2018, 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

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

Paul V. O'Brien
Notary Public State of New York
No. 02036235944
Qualified in Nassau County
Commission Expires February 14, 2025 *2019*

On the ____ day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Seviroli, Jr.**, 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

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

SEVIROLI FOODS, INC.

By _____
Name: Joseph Seviroli, Jr.
Title: President

JS COMMERCIAL REALTY CORP.

By _____
Name: Joseph Seviroli, Jr.
Title: President

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

On the ____ day of November, in the year 2018, 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

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

On the 30 day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Seviroli, Jr.**, 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

ADELE ABANDOLO NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01AB6264044 Qualified in Nassau County Commission Expires June 25, 2020
--

SCHEDULE A
DESCRIPTION OF THE LAND
(10 Commercial Avenue)

(Legal Description - 10 Commercial Avenue)

Real property in the City of Garden City, County of Nassau, State of New York, described as follows:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH SIDE OF COMMERCIAL AVENUE, DISTANT 83 FEET SOUTHERLY FROM PROPERTY OF THE LONG ISLAND RAILROAD CO., WHICH POINT OR PLACE OF BEGINNING IS DISTANT 3080.38 FEET EASTERLY WHEN MEASURED ALONG THE NORTHERLY SIDE OF COMMERCIAL AVENUE FROM THE EASTERLY LINE OF CLINTON ROAD;

RUNNING THENCE SOUTH $73^{\circ} 36' 48''$ WEST ALONG THE NORTHERLY LINE OF COMMERCIAL AVENUE AND 218.03 FEET TO THE LAND NOW OR FORMERLY OF IRENE M. CITRO;

THENCE NORTH $16^{\circ} 23' 12''$ WEST ALONG THE EASTERLY BOUNDARY OF LAND NOW OR FORMERLY OF IRENE M. CITRO AND PART OF THE DISTANCE THROUGH A PARTY WALL, 83 FEET TO THE SOUTHERLY LINE OF PROPERTY OF THE LONG ISLAND RAILROAD CO.;

THENCE NORTH $73^{\circ} 36' 48''$ EAST ALONG THE SOUTHERLY LINE OF PROPERTY OF THE LONG ISLAND RAILROAD CO., 218.03 FEET;

THENCE SOUTH $16^{\circ} 23' 12''$ EAST, 83 FEET TO THE NORTHERLY SIDE OF COMMERCIAL AVENUE THE POINT OR PLACE OF BEGINNING.

For Information Only: Section 44 Block D Lot 8

SCHEDULE B

PILOT PAYMENT SCHEDULE

Term:

	<u>Tax Year</u> ¹	<u>Total PILOT Payment</u>
1.	2020 General / 2019/20 School	\$18,955
2.	2021 General / 2020/21 School	\$18,955
3.	2022 General / 2021/22 School	\$18,955
4.	2023 General / 2022/23 School	\$18,955
5.	2024 General / 2023/24 School	\$18,955
6.	2025 General / 2024/25 School	\$19,093
7.	2026 General / 2025/26 School	\$19,233
8.	2027 General / 2026/27 School	\$19,373
9.	2028 General / 2027/28 School	\$19,515
10.	2029 General / 2028/29 School	\$19,657
11.	2030 General / 2029/30 School	\$19,801
12.	2031 General / 2030/31 School	\$19,945
13.	2032 General / 2031/32 School	\$20,091
14.	2033 General / 2032/33 School	\$20,237
15.	2034 General/2033/34 School	\$20,385
16.	2035 General/2034/35 School	\$20,534
17.	2036 General/2035/36 School	\$20,684
18.	2037 General/2036/37 School	\$20,835
19.	2038 General/2037/38 School	\$20,987
20.	2039 General/2038/39 School	\$21,140

¹ Actual PILOT Commencement Date is subject to timely acceptance of the RPTL Application by the appropriate tax assessor(s).

(b) 600 Commercial Avenue, Garden City

PAYMENT IN LIEU OF TAXES AGREEMENT
(600 Commercial Avenue)

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this "Agreement"), made as of November 1, 2018, by and among SEVIROLI FOODS, INC., a corporation organized and existing under the laws of the State of New York, having an office at 385 Brook Street, Garden City, NY11530 (the "Company"), JS COMMERCIAL REALTY CORP., a corporation organized and existing under the laws of the State of New York, having an office at 601 Brook Street, Garden City, NY11530 (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 One West Street, 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).

W I T N E S S E T H

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 Company submitted an application for financial assistance (the "Application") to the Agency requesting that the Agency consider undertaking a project (the "Project") consisting of, *inter alia*, the following: (A) (1) the acquisition of an interest in those certain parcels of land located in the Town of Hempstead, Nassau County, New York, more particularly identified on Schedule A attached hereto (collectively, the "Land"), (2) the renovation of the existing buildings and other structures on the Land (collectively, the "Building") together with related improvements to the Land, and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (collectively, the "Equipment"), all of the foregoing for use as manufacturing, warehousing and office facilities of the Company (collectively, the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the

foregoing, including potential exemptions or partial exemptions from real property taxes, sales and use taxes and mortgage recording taxes; and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Overlandlord or such other entity(ies) as may be designated by the Overlandlord and agreed upon by the Agency; and

WHEREAS, the Overlandlord is the owner of fee title to the Land and the Building (collectively, the "Facility"); and

WHEREAS, the Company is the sub-subtenant under a sub-sublease agreement dated February 1, 2001, as amended (the "Overlease") between the Overlandlord, as landlord, and the Company, as tenant, pursuant to which the Company leases the Facility from the Overlandlord; and

WHEREAS, the Agency is or will be the holder of a leasehold interest in the Facility pursuant to a certain master company lease agreement of even date herewith (as amended, modified, supplemented or restated from time to time, the "Company Lease"), between the Overlandlord (and others) and the Agency, which conveys to the Agency a leasehold interest in and to the Facility; and

WHEREAS, the Agency proposes to undertake the Project as an authorized project under the Act and to sublease its interest in the Facility to the Overlandlord pursuant to a Master Sublease Agreement of even date herewith between the Agency and the Overlandlord (and others) (as amended, modified, supplemented or restated from time to time, the "Lease Agreement"); and

WHEREAS, the payment and performance of the Obligors' respective obligations under this Agreement shall be secured by a Mortgage and Assignment of Leases and Rents of even date herewith (as amended, modified, supplemented or restated from time to time, the "PILOT Mortgage") from the Obligors and the Agency, as mortgagor, to the County of Nassau (the "PILOT Mortgagee"), its successors and assigns, as mortgagee, pursuant to which the Agency, the Overlandlord and the Company grant a first mortgage lien on the Facility to the PILOT Mortgagee; 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 Obligors and the Agency covenant and mutually agree as follows:

Section 1. Tax-Exempt Status of Facility.

A. RPTL 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 "RPTL

Application"). The RPTL Application shall be filed with the assessor for each of the various taxing entities having jurisdiction over the Facility, including, without limitation, the County of Nassau (the "County") and each city, town, village and school district within which the Facility 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 shall not be entitled to 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 second 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 Facility, (ii) the filing by the Agency of the appropriate RPTL Application for tax exemption, and (iii) the acceptance of such RPTL Application by the appropriate tax assessor(s) (such date, the "PILOT Commencement Date").

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

(3) By virtue of the execution and delivery of this PILOT Agreement by the Obligors, the Project Facility is under the jurisdiction of the Agency for purposes of Section 412-a of the RPTL.

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 and the other Transaction Documents, the Obligors will be required to pay all special assessments and special ad valorem levies levied and/or assessed against or with respect to the Facility, subject to Section 2(B)(3) hereof.

C. Other Charges. If any assessments, service charges or other governmental charges become payable by the Company, the Overlandlord or the Agency on the Facility 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 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.

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 Facility

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 Facility or otherwise involved in the Project.

B. PILOT Payments. (1) From the PILOT Commencement Date through and including the last day of the twentieth (20th) fiscal tax year thereafter (such date, the "Abatement Expiration Date" and such period, the "Term"), the Obligors shall make payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility as set forth on Schedule B hereto, subject to the provisions of Section 2(B)(3) hereof.

The payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility pursuant to clause (1) above are referred to herein as the "PILOT Payments."

(2) From and after the Abatement Expiration Date, and until the Agency's interest in the Facility is conveyed to the Company pursuant to the terms of the Lease Agreement and the Facility has been returned to the tax rolls as fully taxable property, the Obligors shall make PILOT Payments 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 Facility as if the Facility were owned by the Company and/or the Overlandlord and the Agency were not otherwise involved in the Project.

"PILOT Obligations" shall mean all amounts required to be paid by the Obligors 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 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 Facility 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 Obligors' 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 this Agreement, 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, 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"), One West Street, 1st floor, Mineola, NY 11501, or at such other address as the Treasurer may notify the Obligor 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 Project not been tax exempt due to the status of the Agency. This provision constitutes the formula for the calculation of the amounts for each Taxing Entity of the PILOT Payments as required by Section 859-a(6) of the General Municipal Law.

D. Due Dates; Interest; and Penalties. (1) The Obligor may be billed for PILOT Payments as if the Facility 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. The Obligor shall pay all such interest, late charges and penalties when due.

(3) Anything contained in this subparagraph to the contrary notwithstanding, the Obligor 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 (b) two equal semi-annual installments on or prior to the date which is five (5) Business Days prior to October 1 and April 1 for the School 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 and on notice to the Obligor during the term of the Lease Agreement.

E. Partial Sale; Transferee's Obligation; Apportionment of Reduction to Local Taxing Entities. During the Term of this Agreement, in the event that the Agency's interest in the Facility, or any portion thereof or interest therein, is sold, transferred, assigned or otherwise disposed of by the Agency in accordance with the Lease Agreement, the transferees thereof will thereafter pay the real property taxes and assessments on such Land and the Building and any Additional Facilities (as hereinafter defined) located on the Land, or on such portion of the Land, that was sold, transferred, assigned or otherwise disposed of, as may be required by applicable law.

F. Sale; Company's Obligation. In the event that the Agency sells, transfers, assigns or otherwise disposes of its interest in the Facility to any party other than the Company, the Obligors' obligation for PILOT Obligations shall be prorated to the date of the closing of the transaction and thereupon all obligations of the Obligors 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 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 Company Lease and the Lease Agreement by the Company and the Agency and this Agreement by the Obligors and 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 Company Lease and the Lease Agreement are terminated pursuant to the Lease Agreement or this Agreement and the Facility 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 five (5) business days after receipt by the Obligors of written notice from the Agency, the County and/or any Taxing Entity.

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, or if such default is capable of being cured but cannot be cured within such 30-day period, the failure of the Obligors to commence to cure such default within such 30-day period or to thereafter to diligently prosecute such cure to completion, provided in no event shall such additional cure period exceed sixty (60) days.

C. An Event of Default under the Company Lease, the Lease Agreement or any other agreement between the Agency and the Company, which is not cured within the applicable period of grace, if any.

D. If the Overlandlord or the Company shall sell, transfer, convey or otherwise dispose of its interest in the Project Facility or any portion thereof without the prior written consent of the Agency.

E. The Overlandlord, or any Affiliate thereof, or any director, member, manager, partner or shareholder of the Overlandlord, shall become a Prohibited Person.

F. If any representation, warranty or certification made to the Agency by or on behalf of the Company or the Overlandlord in this Agreement shall prove to have been false,

misleading or incorrect in any material respect at the time as of which the facts therein set forth were made.

If the Obligors fail 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, which is not cured within the applicable period of grace, if any, the Obligors shall be required to make PILOT Payments as if the Facility were owned by the Company (or the Overlandlord) 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 is located.

Upon the occurrence and continuance of an Event of Default hereunder, which is not cured within the applicable period of grace, if any, (i) 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 reasonable costs and expenses of the Agency, its successors or assigns, paid or incurred in such recovery (including court costs and reasonable attorneys' fees and expenses) and interest at the rate charged by the respective Taxing Entities on overdue payments of taxes, and (ii) the Agency shall have the right to terminate the Company Lease and the Lease Agreement at any time, and the Company shall accept such termination and any tender of reconveyance by the Agency of its interest in the Facility.

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 Obligors hereby agree 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 and/or to exercise its rights and remedies under the PILOT Mortgage. 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 any interest in and to the Facility is conveyed by the Company or title to the Facility is conveyed by the Overlandlord to any other party prior to expiration of the term of the Lease Agreement (other than transfers expressly permitted under the Lease Agreement or otherwise consented to by the Agency), 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 Obligors 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 Obligors shall not be construed to be a waiver of any subsequent Event of Default by the Obligors 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 buildings or other improvements included in the Facility subsequent to the date hereof (other than the initial renovation contemplated as part of the Project), or if any additional buildings or improvements shall be constructed on the Land other than the Building (such change of use, new structures, structural additions, buildings and improvements being referred to hereinafter as "Additional Facilities"), the Obligors agree to increase the PILOT Obligations hereunder in an amount, as determined by the Agency or the Nassau County Department of Assessment, 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 Facility, 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 Obligors hereunder shall, to such extent, be null and void. If the Obligors have already paid any amounts under this Agreement for any period that the Obligors are required to pay taxes or assessments because of such amendment, legislative or final judgment (collectively, "Prior Payments"), then the Obligors 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 Obligors look to the Agency for a refund of the Prior Payments.

Section 7. Waiver of Tax Exemption. The Obligors, 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 Facility.

The Obligors, in recognition of the benefits provided under this Agreement and the Lease Agreement, hereby expressly waive the right to institute judicial or other review of an assessment of the real property with respect to the Facility for any fiscal tax year prior to the 2038/39 School Year and the 2039 General Year, 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. In addition, the Obligors hereby represent and warrant that they have stipulated to the discontinuance (with prejudice) of all pending tax certiorari proceedings, if any, with respect to the Facility on or before the date hereof. With respect to any such judicial or other review brought with respect to the 2038/39 School Year and the 2039 General Year or after, such judicial or other review or settlement thereof shall not have any effect on the Obligors' obligations hereunder, including, without limitation, the Obligors' 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 Facility as though the Facility was 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 Facility during the term of this Agreement.

Section 8. Delivery of PILOT Statement. The Obligors shall deliver to the Comptroller of the County of Nassau, on or before the dates set forth for payment of the PILOT Obligations in Section 2 hereof, in each year during the term of the Lease Agreement, a verified statement setting forth the amount of such payments and the dates of such payments.

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 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 Obligors 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 Obligors' 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 Obligors' 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 Obligors 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 two (2) Business Days after being sent by nationally recognized overnight courier service, 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
One West Street
Mineola, NY 11501
Attention: Joseph J. Kearney, Executive Director

With a courtesy copy to:

Phillips Lytle LLP
1205 Franklin Avenue, Suite 390
Garden City, NY 11530
Attention: Milan K. Tyler, Esq.

To the Company & Overlandlord:

c/o Seviroli Foods, Inc.
385 Brook Street
Garden City, NY 11530

Attn: Justine M. Roe, CFO

With a courtesy copy to:

Meltzer Lippe Goldstein & Breitstone LLP
190 Willis Avenue
Mineola, NY 11501
Attn: Gary Meltzer, 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 successors and permitted assigns of the Obligors but no assignment shall be effective to relieve the Obligors of any of their obligations hereunder unless expressly authorized and approved in writing by the Agency. The rights and obligations of the Obligors hereunder may not be assigned except in connection with a permitted assignment of the Company's interest in and to the Lease Agreement. Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto, the County and the other Taxing Entities.

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, 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 and the Obligors.

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 the any Obligor should cease to be so subject to service of process in the State of New York, the Obligors hereby designate and appoint, without power of revocation, Gary Meltzer, Esq., Meltzer Lippe Goldstein & Breitstone LLP, 190 Willis Avenue, Mineola, NY 11501, 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. Each Obligor irrevocably and unconditionally (1) agrees 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) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (3) waives 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 waives 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 the Obligors.

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 the earlier of (i) the time that 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, or (ii) the termination of this Agreement pursuant to the terms of this Agreement and/or any of the other Transaction Documents.

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

Section 23. Indemnification. The Obligors agree 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 reasonable attorneys' fees and expenses.

Section 24. Representations/Certifications/Acknowledgments of the Obligors. The Obligors hereby represent and warrant to the Agency that: (a) there is a likelihood that the Project would not be undertaken but for the Financial Assistance provided by the Agency, (b) the provisions of subdivision (1) of Section 862 of the Act are not and will not be violated as a result of the granting of the Financial Assistance by the Agency to the Obligors, and (c) the Project is in substantial compliance with all provisions of the Act, including, but not limited to, the provisions of Section 859-a and 862(1) thereof. The Obligors hereby certify, under penalty of perjury, that each owner, occupant or operator receiving Financial Assistance is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations. The Obligors acknowledge and agree that (i) the submission to the Agency by any Obligor of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the recapture from the Company of an amount equal to all or any part of any tax exemption claimed by reason of the Agency's involvement in the Project, and (ii) the Overlandlord shall comply with the requirements of Section 8.11(D) of the Lease as if such Section 8.11(D) of the Lease was incorporated in this Agreement.

[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

SEVIROLI FOODS, INC.

By _____
Name: Joseph Seviroli, Jr.
Title: President

JS COMMERCIAL REALTY CORP.

By _____
Name: Joseph Seviroli, Jr.
Title: President

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

On the 24th day of November, in the year 2018, 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

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

Paul V. O'Brien
Notary Public State of New York
No. 020B6235944
Qualified in Nassau County
Commission Expires February 14, 2019 *2019*

On the ____ day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Seviroli, Jr.**, 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

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

SEVIROLI FOODS, INC.

By _____
Name: Joseph Seviroli, Jr.
Title: President

JS COMMERCIAL REALTY CORP.

By _____
Name: Joseph Seviroli, Jr.
Title: President

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

On the ____ day of November, in the year 2018, 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

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

On the 30th day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Seviroli, Jr.**, 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

ADELE ABANDOLO NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01AB6264044 Qualified in Nassau County Commission Expires June 25, 2020
--

SCHEDULE A
DESCRIPTION OF THE LAND
(600 Commercial Avenue)

(Legal Description - 600 Commercial Avenue)

Real property in the City of Garden City, County of Nassau, State of New York, described as follows:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING, AND BEING AT GARDEN CITY, IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU AND STATE OF NEW YORK, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF COMMERCIAL AVENUE, DISTANT 55.00 FEET WESTERLY FROM THE END OF CORNER FORMED BY THE WESTERLY SIDE OF OAK STREET AND THE SOUTHERLY SIDE OF COMMERCIAL AVENUE;

RUNNING THENCE SOUTH 16 DEGREES 55 MINUTES 12 SECONDS EAST, 125.47 FEET;

THENCE SOUTH 73 DEGREES 36 MINUTES 48 SECONDS WEST, 201.22 FEET;

THENCE NORTH 16 DEGREES 23 MINUTES 12 SECONDS WEST, 135.01 FEET TO THE SOUTHERLY SIDE OF COMMERCIAL AVENUE;

THENCE ALONG THE SOUTHERLY SIDE OF COMMERCIAL AVENUE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 73 DEGREES 36 MINUTES 44 SECONDS EAST, 117.97 FEET;
2. NORTH 80 DEGREES 13 MINUTES 18 SECONDS EAST, 82.55 FEET;
3. SOUTH 82 DEGREES 17 MINUTES 10 SECONDS EAST, 0.10 FEET TO THE POINT OR PLACE OF BEGINNING.

For Information Only: Section 34 Block 100 Lots 12, 17 and 19

SCHEDULE B

PILOT PAYMENT SCHEDULE

Term:

	<u>Tax Year</u> ¹	<u>Total PILOT Payment</u>
1.	2020 General / 2019/20 School	\$67,651
2.	2021 General / 2020/21 School	\$67,651
3.	2022 General / 2021/22 School	\$67,651
4.	2023 General / 2022/23 School	\$67,651
5.	2024 General / 2023/24 School	\$67,651
6.	2025 General / 2024/25 School	\$68,145
7.	2026 General / 2025/26 School	\$68,642
8.	2027 General / 2026/27 School	\$69,143
9.	2028 General / 2027/28 School	\$69,648
10.	2029 General / 2028/29 School	\$70,157
11.	2030 General / 2029/30 School	\$70,669
12.	2031 General / 2030/31 School	\$71,185
13.	2032 General / 2031/32 School	\$71,704
14.	2033 General / 2032/33 School	\$72,228
15.	2034 General/2033/34 School	\$72,755
16.	2035 General/2034/35 School	\$73,286
17.	2036 General/2035/36 School	\$73,821
18.	2037 General/2036/37 School	\$74,360
19.	2038 General/2037/38 School	\$74,903
20.	2039 General/2038/39 School	\$75,450

¹ Actual PILOT Commencement Date is subject to timely acceptance of the RPTL Application by the appropriate tax assessor(s).

(c) 620 Commercial Avenue, Garden City

PAYMENT IN LIEU OF TAXES AGREEMENT
(620 Commercial Avenue)

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this "Agreement"), made as of November 1, 2018, by and among SEVIROLI FOODS, INC., a corporation organized and existing under the laws of the State of New York, having an office at 385 Brook Street, Garden City, NY11530 (the "Company"), JS COMMERCIAL REALTY CORP., a corporation organized and existing under the laws of the State of New York, having an office at 601 Brook Street, Garden City, NY11530 (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 One West Street, 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).

W I T N E S S E T H

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 Company submitted an application for financial assistance (the "Application") to the Agency requesting that the Agency consider undertaking a project (the "Project") consisting of, *inter alia*, the following: (A) (1) the acquisition of an interest in those certain parcels of land located in the Town of Hempstead, Nassau County, New York, more particularly identified on Schedule A attached hereto (collectively, the "Land"), (2) the renovation of the existing buildings and other structures on the Land (collectively, the "Building") together with related improvements to the Land, and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (collectively, the "Equipment"), all of the foregoing for use as manufacturing, warehousing and office facilities of the Company (collectively, the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the

foregoing, including potential exemptions or partial exemptions from real property taxes, sales and use taxes and mortgage recording taxes; and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Overlandlord or such other entity(ies) as may be designated by the Overlandlord and agreed upon by the Agency; and

WHEREAS, the Overlandlord is the owner of fee title to the Land and the Building (collectively, the "Facility"); and

WHEREAS, the Company is the sub-subtenant under a sub-sublease agreement dated February 1, 2001, as amended (the "Overlease") between the Overlandlord, as landlord, and the Company, as tenant, pursuant to which the Company leases the Facility from the Overlandlord; and

WHEREAS, the Agency is or will be the holder of a leasehold interest in the Facility pursuant to a certain master company lease agreement of even date herewith (as amended, modified, supplemented or restated from time to time, the "Company Lease"), between the Overlandlord (and others) and the Agency, which conveys to the Agency a leasehold interest in and to the Facility; and

WHEREAS, the Agency proposes to undertake the Project as an authorized project under the Act and to sublease its interest in the Facility to the Overlandlord pursuant to a Master Sublease Agreement of even date herewith between the Agency and the Overlandlord (and others) (as amended, modified, supplemented or restated from time to time, the "Lease Agreement"); and

WHEREAS, the payment and performance of the Obligors' respective obligations under this Agreement shall be secured by a Mortgage and Assignment of Leases and Rents of even date herewith (as amended, modified, supplemented or restated from time to time, the "PILOT Mortgage") from the Obligors and the Agency, as mortgagor, to the County of Nassau (the "PILOT Mortgagee"), its successors and assigns, as mortgagee, pursuant to which the Agency, the Overlandlord and the Company grant a first mortgage lien on the Facility to the PILOT Mortgagee; 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 Obligors and the Agency covenant and mutually agree as follows:

Section 1. Tax-Exempt Status of Facility.

A. RPTL 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 "RPTL

Application"). The RPTL Application shall be filed with the assessor for each of the various taxing entities having jurisdiction over the Facility, including, without limitation, the County of Nassau (the "County") and each city, town, village and school district within which the Facility 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 shall not be entitled to 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 second 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 Facility, (ii) the filing by the Agency of the appropriate RPTL Application for tax exemption, and (iii) the acceptance of such RPTL Application by the appropriate tax assessor(s) (such date, the "PILOT Commencement Date").

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

(3) By virtue of the execution and delivery of this PILOT Agreement by the Obligors, the Project Facility is under the jurisdiction of the Agency for purposes of Section 412-a of the RPTL.

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 and the other Transaction Documents, the Obligors will be required to pay all special assessments and special ad valorem levies levied and/or assessed against or with respect to the Facility, subject to Section 2(B)(3) hereof.

C. Other Charges. If any assessments, service charges or other governmental charges become payable by the Company, the Overlandlord or the Agency on the Facility 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 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.

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 Facility

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 Facility or otherwise involved in the Project.

B. PILOT Payments. (1) From the PILOT Commencement Date through and including the last day of the twentieth (20th) fiscal tax year thereafter (such date, the "Abatement Expiration Date" and such period, the "Term"), the Obligors shall make payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility as set forth on Schedule B hereto, subject to the provisions of Section 2(B)(3) hereof.

The payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility pursuant to clause (1) above are referred to herein as the "PILOT Payments."

(2) From and after the Abatement Expiration Date, and until the Agency's interest in the Facility is conveyed to the Company pursuant to the terms of the Lease Agreement and the Facility has been returned to the tax rolls as fully taxable property, the Obligors shall make PILOT Payments 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 Facility as if the Facility were owned by the Company and/or the Overlandlord and the Agency were not otherwise involved in the Project.

"PILOT Obligations" shall mean all amounts required to be paid by the Obligors 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 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 Facility 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 Obligors' 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 this Agreement, 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, 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"), One West Street, 1st 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 Project not been tax exempt due to the status of the Agency. This provision constitutes the formula for the calculation of the amounts for each Taxing Entity of the PILOT Payments as required by Section 859-a(6) of the General Municipal Law.

D. Due Dates; Interest; and Penalties. (1) The Obligors may be billed for PILOT Payments as if the Facility 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. The Obligors shall pay all such interest, late charges and penalties 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 (b) two equal semi-annual installments on or prior to the date which is five (5) Business Days prior to October 1 and April 1 for the School 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 and on notice to the Obligors during the term of the Lease Agreement.

E. Partial Sale; Transferee's Obligation; Apportionment of Reduction to Local Taxing Entities. During the Term of this Agreement, in the event that the Agency's interest in the Facility, or any portion thereof or interest therein, is sold, transferred, assigned or otherwise disposed of by the Agency in accordance with the Lease Agreement, the transferees thereof will thereafter pay the real property taxes and assessments on such Land and the Building and any Additional Facilities (as hereinafter defined) located on the Land, or on such portion of the Land, that was sold, transferred, assigned or otherwise disposed of, as may be required by applicable law.

F. Sale; Company's Obligation. In the event that the Agency sells, transfers, assigns or otherwise disposes of its interest in the Facility to any party other than the Company, the Obligors' obligation for PILOT Obligations shall be prorated to the date of the closing of the transaction and thereupon all obligations of the Obligors 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 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 Company Lease and the Lease Agreement by the Company and the Agency and this Agreement by the Obligors and 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 Company Lease and the Lease Agreement are terminated pursuant to the Lease Agreement or this Agreement and the Facility 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 five (5) business days after receipt by the Obligors of written notice from the Agency, the County and/or any Taxing Entity.

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, or if such default is capable of being cured but cannot be cured within such 30-day period, the failure of the Obligors to commence to cure such default within such 30-day period or to thereafter to diligently prosecute such cure to completion, provided in no event shall such additional cure period exceed sixty (60) days.

C. An Event of Default under the Company Lease, the Lease Agreement or any other agreement between the Agency and the Company, which is not cured within the applicable period of grace, if any.

D. If the Overlandlord or the Company shall sell, transfer, convey or otherwise dispose of its interest in the Project Facility or any portion thereof without the prior written consent of the Agency.

E. The Overlandlord, or any Affiliate thereof, or any director, member, manager, partner or shareholder of the Overlandlord, shall become a Prohibited Person.

F. If any representation, warranty or certification made to the Agency by or on behalf of the Company or the Overlandlord in this Agreement shall prove to have been false,

misleading or incorrect in any material respect at the time as of which the facts therein set forth were made.

If the Obligors fail 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, which is not cured within the applicable period of grace, if any, the Obligors shall be required to make PILOT Payments as if the Facility were owned by the Company (or the Overlandlord) 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 is located.

Upon the occurrence and continuance of an Event of Default hereunder, which is not cured within the applicable period of grace, if any, (i) 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 reasonable costs and expenses of the Agency, its successors or assigns, paid or incurred in such recovery (including court costs and reasonable attorneys' fees and expenses) and interest at the rate charged by the respective Taxing Entities on overdue payments of taxes, and (ii) the Agency shall have the right to terminate the Company Lease and the Lease Agreement at any time, and the Company shall accept such termination and any tender of reconveyance by the Agency of its interest in the Facility.

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 Obligors hereby agree 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 and/or to exercise its rights and remedies under the PILOT Mortgage. 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 any interest in and to the Facility is conveyed by the Company or title to the Facility is conveyed by the Overlandlord to any other party prior to expiration of the term of the Lease Agreement (other than transfers expressly permitted under the Lease Agreement or otherwise consented to by the Agency), 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 Obligors 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 Obligors shall not be construed to be a waiver of any subsequent Event of Default by the Obligors 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 buildings or other improvements included in the Facility subsequent to the date hereof (other than the initial renovation contemplated as part of the Project), or if any additional buildings or improvements shall be constructed on the Land other than the Building (such change of use, new structures, structural additions, buildings and improvements being referred to hereinafter as "Additional Facilities"), the Obligors agree to increase the PILOT Obligations hereunder in an amount, as determined by the Agency or the Nassau County Department of Assessment, 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 Facility, 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 Obligors hereunder shall, to such extent, be null and void. If the Obligors have already paid any amounts under this Agreement for any period that the Obligors are required to pay taxes or assessments because of such amendment, legislative or final judgment (collectively, "Prior Payments"), then the Obligors 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 Obligors look to the Agency for a refund of the Prior Payments.

Section 7. Waiver of Tax Exemption. The Obligors, 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 Facility.

The Obligors, in recognition of the benefits provided under this Agreement and the Lease Agreement, hereby expressly waive the right to institute judicial or other review of an assessment of the real property with respect to the Facility for any fiscal tax year prior to the 2038/39 School Year and the 2039 General Year, 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. In addition, the Obligors hereby represent and warrant that they have stipulated to the discontinuance (with prejudice) of all pending tax certiorari proceedings, if any, with respect to the Facility on or before the date hereof. With respect to any such judicial or other review brought with respect to the 2038/39 School Year and the 2039 General Year or after, such judicial or other review or settlement thereof shall not have any effect on the Obligors' obligations hereunder, including, without limitation, the Obligors' 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 Facility as though the Facility was 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 Facility during the term of this Agreement.

Section 8. Delivery of PILOT Statement. The Obligors shall deliver to the Comptroller of the County of Nassau, on or before the dates set forth for payment of the PILOT Obligations in Section 2 hereof, in each year during the term of the Lease Agreement, a verified statement setting forth the amount of such payments and the dates of such payments.

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 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 Obligors 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 Obligors' 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 Obligors' 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 Obligors 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 two (2) Business Days after being sent by nationally recognized overnight courier service, 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
One West Street
Mineola, NY 11501
Attention: Joseph J. Kearney, Executive Director

With a courtesy copy to:

Phillips Lytle LLP
1205 Franklin Avenue, Suite 390
Garden City, NY 11530
Attention: Milan K. Tyler, Esq.

To the Company & Overlandlord:

c/o Seviroli Foods, Inc.
385 Brook Street
Garden City, NY 11530

Attn: Justine M. Roe, CFO

With a courtesy copy to:

Meltzer Lippe Goldstein & Breitstone LLP
190 Willis Avenue
Mineola, NY 11501
Attn: Gary Meltzer, 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 successors and permitted assigns of the Obligors but no assignment shall be effective to relieve the Obligors of any of their obligations hereunder unless expressly authorized and approved in writing by the Agency. The rights and obligations of the Obligors hereunder may not be assigned except in connection with a permitted assignment of the Company's interest in and to the Lease Agreement. Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto, the County and the other Taxing Entities.

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, 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 and the Obligors.

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 the any Obligor should cease to be so subject to service of process in the State of New York, the Obligors hereby designate and appoint, without power of revocation, Gary Meltzer, Esq., Meltzer Lippe Goldstein & Breitstone LLP, 190 Willis Avenue, Mineola, NY 11501, 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. Each Obligor irrevocably and unconditionally (1) agrees 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) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (3) waives 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 waives 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 the Obligors.

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 the earlier of (i) the time that 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, or (ii) the termination of this Agreement pursuant to the terms of this Agreement and/or any of the other Transaction Documents.

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

Section 23. Indemnification. The Obligors agree 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 reasonable attorneys' fees and expenses.

Section 24. Representations/Certifications/Acknowledgments of the Obligors. The Obligors hereby represent and warrant to the Agency that: (a) there is a likelihood that the Project would not be undertaken but for the Financial Assistance provided by the Agency, (b) the provisions of subdivision (1) of Section 862 of the Act are not and will not be violated as a result of the granting of the Financial Assistance by the Agency to the Obligors, and (c) the Project is in substantial compliance with all provisions of the Act, including, but not limited to, the provisions of Section 859-a and 862(1) thereof. The Obligors hereby certify, under penalty of perjury, that each owner, occupant or operator receiving Financial Assistance is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations. The Obligors acknowledge and agree that (i) the submission to the Agency by any Obligor of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the recapture from the Company of an amount equal to all or any part of any tax exemption claimed by reason of the Agency's involvement in the Project, and (ii) the Overlandlord shall comply with the requirements of Section 8.11(D) of the Lease as if such Section 8.11(D) of the Lease was incorporated in this Agreement.

[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

SEVIROLI FOODS, INC.

By _____
Name: Joseph Seviroli, Jr.
Title: President

JS COMMERCIAL REALTY CORP.

By _____
Name: Joseph Seviroli, Jr.
Title: President

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

On the 22nd day of November, in the year 2018, 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

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

Paul V. O'Brien
Notary Public State of New York
No. 020B6235944
Qualified in Nassau County
Commission Expires February 14, 2019 2019

On the ____ day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Seviroli, Jr.**, 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

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

SEVIROLI FOODS, INC.

By _____
Name: Joseph Seviroli, Jr.
Title: President

JS COMMERCIAL REALTY CORP.

By _____
Name: Joseph Seviroli, Jr.
Title: President

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

On the ____ day of November, in the year 2018, 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

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

On the 30th day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Seviroli, Jr.**, 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

ADELE ABANDOLO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AB6264044
Qualified in Nassau County
Commission Expires June 25, 2020

SCHEDULE A
DESCRIPTION OF THE LAND
(620 Commercial Avenue)

(Legal Description - 620 Commercial Avenue)

Real property in the City of Garden City, County of Nassau, State of New York, described as follows:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING, AND BEING AT GARDEN CITY, IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU AND STATE OF NEW YORK, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE WESTERLY SIDE OF OAK STREET AND THE SOUTHERLY SIDE OF COMMERCIAL AVENUE;

RUNNING THENCE ALONG THE WESTERLY SIDE OF OAK STREET, SOUTH 16 DEGREES 55 MINUTES 12 SECONDS EAST, 103.01 FEET;

THENCE SOUTH 73 DEGREES 36 MINUTES 48 SECONDS WEST, 50.00 FEET;

THENCE NORTH 16 DEGREES 55 MINUTES 12 SECONDS WEST, 125.47 FEET TO THE SOUTHERLY SIDE OF COMMERCIAL AVENUE;

THENCE ALONG THE SOUTHERLY SIDE OF COMMERCIAL AVENUE, SOUTH 82 DEGREES 17 MINUTES 10 SECONDS EAST, 55.00 FEET TO THE POINT OR PLACE OF BEGINNING.

For Information Only: Section 34 Block 100 Lot 18

SCHEDULE B

PILOT PAYMENT SCHEDULE

Term:

	<u>Tax Year</u> ¹	<u>Total PILOT Payment</u>
1.	2020 General / 2019/20 School	\$7,149
2.	2021 General / 2020/21 School	\$7,149
3.	2022 General / 2021/22 School	\$7,149
4.	2023 General / 2022/23 School	\$7,149
5.	2024 General / 2023/24 School	\$7,149
6.	2025 General / 2024/25 School	\$7,201
7.	2026 General / 2025/26 School	\$7,254
8.	2027 General / 2026/27 School	\$7,307
9.	2028 General / 2027/28 School	\$7,360
10.	2029 General / 2028/29 School	\$7,414
11.	2030 General / 2029/30 School	\$7,468
12.	2031 General / 2030/31 School	\$7,522
13.	2032 General / 2031/32 School	\$7,577
14.	2033 General / 2032/33 School	\$7,633
15.	2034 General/2033/34 School	\$7,688
16.	2035 General/2034/35 School	\$7,744
17.	2036 General/2035/36 School	\$7,801
18.	2037 General/2036/37 School	\$7,858
19.	2038 General/2037/38 School	\$7,915
20.	2039 General/2038/39 School	\$7,973

¹ Actual PILOT Commencement Date is subject to timely acceptance of the RPTL Application by the appropriate tax assessor(s).

(d) 585 Brook Street, Garden City

PAYMENT IN LIEU OF TAXES AGREEMENT
(585 Brook Street)

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this "Agreement"), made as of November 1, 2018, by and among SEVIROLI FOODS, INC., a corporation organized and existing under the laws of the State of New York, having an office at 385 Brook Street, Garden City, NY11530 (the "Company"), 585 BROOK REALTY LLC, a limited liability company organized and existing under the laws of the State of New York, having an office at 601 Brook Street, Garden City, NY11530 (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 One West Street, 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).

W I T N E S S E T H

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 Company submitted an application for financial assistance (the "Application") to the Agency requesting that the Agency consider undertaking a project (the "Project") consisting of, inter alia, the following: (A) (1) the acquisition of an interest in those certain parcels of land located in the Town of Hempstead, Nassau County, New York, more particularly identified on Schedule A attached hereto (collectively, the "Land"), (2) the renovation of the existing buildings and other structures on the Land (collectively, the "Building") together with related improvements to the Land, and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (collectively, the "Equipment"), all of the foregoing for use as manufacturing, warehousing and office facilities of the Company (collectively, the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the

foregoing, including potential exemptions or partial exemptions from real property taxes, sales and use taxes and mortgage recording taxes; and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Overlandlord or such other entity(ies) as may be designated by the Overlandlord and agreed upon by the Agency; and

WHEREAS, the Overlandlord is the owner of fee title to the Land and the Building (collectively, the "Facility"); and

WHEREAS, the Company is the sub-subtenant under a sub-sublease agreement dated November 27, 2007, as amended, (the "Overlease") between the Overlandlord, as landlord, and the Company, as tenant, pursuant to which the Company leases the Facility from the Overlandlord; and

WHEREAS, the Agency is or will be the holder of a leasehold interest in the Facility pursuant to a certain master company lease agreement of even date herewith (as amended, modified, supplemented or restated from time to time, the "Company Lease"), between the Overlandlord (and others) and the Agency, which conveys to the Agency a leasehold interest in and to the Facility; and

WHEREAS, the Agency proposes to undertake the Project as an authorized project under the Act and to sublease its interest in the Facility to the Overlandlord pursuant to a Master Sublease Agreement of even date herewith between the Agency and the Overlandlord (and others) (as amended, modified, supplemented or restated from time to time, the "Lease Agreement"); and

WHEREAS, the payment and performance of the Obligors' respective obligations under this Agreement shall be secured by a Mortgage and Assignment of Leases and Rents of even date herewith (as amended, modified, supplemented or restated from time to time, the "PILOT Mortgage") from the Obligors and the Agency, as mortgagor, to the County of Nassau (the "PILOT Mortgagee"), its successors and assigns, as mortgagee, pursuant to which the Agency, the Overlandlord and the Company grant a first mortgage lien on the Facility to the PILOT Mortgagee; 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 Obligors and the Agency covenant and mutually agree as follows:

Section 1. Tax-Exempt Status of Facility.

A. RPTL 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 "RPTL

Application"). The RPTL Application shall be filed with the assessor for each of the various taxing entities having jurisdiction over the Facility, including, without limitation, the County of Nassau (the "County") and each city, town, village and school district within which the Facility 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 shall not be entitled to 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 second 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 Facility, (ii) the filing by the Agency of the appropriate RPTL Application for tax exemption, and (iii) the acceptance of such RPTL Application by the appropriate tax assessor(s) (such date, the "PILOT Commencement Date").

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

(3) By virtue of the execution and delivery of this PILOT Agreement by the Obligors, the Project Facility is under the jurisdiction of the Agency for purposes of Section 412-a of the RPTL.

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 and the other Transaction Documents, the Obligors will be required to pay all special assessments and special ad valorem levies levied and/or assessed against or with respect to the Facility, subject to Section 2(B)(3) hereof.

C. Other Charges. If any assessments, service charges or other governmental charges become payable by the Company, the Overlandlord or the Agency on the Facility 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 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.

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 Facility 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 Facility or otherwise involved in the Project.

B. PILOT Payments. (1) From the PILOT Commencement Date through and including the last day of the twentieth (20th) fiscal tax year thereafter (such date, the "Abatement Expiration Date" and such period, the "Term"), the Obligors shall make payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility as set forth on Schedule B hereto, subject to the provisions of Section 2(B)(3) hereof.

The payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility pursuant to clause (1) above are referred to herein as the "PILOT Payments."

(2) From and after the Abatement Expiration Date, and until the Agency's interest in the Facility is conveyed to the Company pursuant to the terms of the Lease Agreement and the Facility has been returned to the tax rolls as fully taxable property, the Obligors shall make PILOT Payments 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 Facility as if the Facility were owned by the Company and/or the Overlandlord and the Agency were not otherwise involved in the Project.

"PILOT Obligations" shall mean all amounts required to be paid by the Obligors 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 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 Facility 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 Obligors' 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 this Agreement, 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, 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"), One West Street, 1st 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 Project not been tax exempt due to the status of the Agency. This provision constitutes the formula for the calculation of the amounts for each Taxing Entity of the PILOT Payments as required by Section 859-a(6) of the General Municipal Law.

D. Due Dates; Interest; and Penalties. (1) The Obligors may be billed for PILOT Payments as if the Facility 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. The Obligors shall pay all such interest, late charges and penalties 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 (b) two equal semi-annual installments on or prior to the date which is five (5) Business Days prior to October 1 and April 1 for the School 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 and on notice to the Obligors during the term of the Lease Agreement.

E. Partial Sale; Transferee's Obligation; Apportionment of Reduction to Local Taxing Entities. During the Term of this Agreement, in the event that the Agency's interest in the Facility, or any portion thereof or interest therein, is sold, transferred, assigned or otherwise disposed of by the Agency in accordance with the Lease Agreement, the transferees thereof will thereafter pay the real property taxes and assessments on such Land and the Building

and any Additional Facilities (as hereinafter defined) located on the Land, or on such portion of the Land, that was sold, transferred, assigned or otherwise disposed of, as may be required by applicable law.

F. Sale; Company's Obligation. In the event that the Agency sells, transfers, assigns or otherwise disposes of its interest in the Facility to any party other than the Company, the Obligors' obligation for PILOT Obligations shall be prorated to the date of the closing of the transaction and thereupon all obligations of the Obligors 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 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 Company Lease and the Lease Agreement by the Company and the Agency and this Agreement by the Obligors and 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 Company Lease and the Lease Agreement are terminated pursuant to the Lease Agreement or this Agreement and the Facility 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 five (5) business days after receipt by the Obligors of written notice from the Agency, the County and/or any Taxing Entity.

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, or if such default is capable of being cured but cannot be cured within such 30-day period, the failure of the Obligors to commence to cure such default within such 30-day period or to thereafter to diligently prosecute such cure to completion, provided in no event shall such additional cure period exceed sixty (60) days.

C. An Event of Default under the Company Lease, the Lease Agreement or any other agreement between the Agency and the Company, which is not cured within the applicable period of grace, if any.

D. If the Overlandlord or the Company shall sell, transfer, convey or otherwise dispose of its interest in the Project Facility or any portion thereof without the prior written consent of the Agency.

E. The Overlandlord, or any Affiliate thereof, or any director, member, manager, partner or shareholder of the Overlandlord, shall become a Prohibited Person.

F. If any representation, warranty or certification made to the Agency by or on behalf of the Company or the Overlandlord in this Agreement shall prove to have been false, misleading or incorrect in any material respect at the time as of which the facts therein set forth were made.

If the Obligors fail 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, which is not cured within the applicable period of grace, if any, the Obligors shall be required to make PILOT Payments as if the Facility were owned by the Company (or the Overlandlord) 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 is located.

Upon the occurrence and continuance of an Event of Default hereunder, which is not cured within the applicable period of grace, if any, (i) 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 reasonable costs and expenses of the Agency, its successors or assigns, paid or incurred in such recovery (including court costs and reasonable attorneys' fees and expenses) and interest at the rate charged by the respective Taxing Entities on overdue payments of taxes, and (ii) the Agency shall have the right to terminate the Company Lease and the Lease Agreement at any time, and the Company shall accept such termination and any tender of reconveyance by the Agency of its interest in the Facility.

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 Obligors hereby agree 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 and/or to exercise its rights and remedies under the PILOT Mortgage. 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 any interest in and to the Facility is conveyed by the Company or title to the Facility is conveyed by the Overlandlord to any other party prior to expiration of the term of the Lease Agreement (other than transfers expressly permitted under the Lease Agreement or otherwise consented to by the Agency), 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 Obligors 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 Obligors shall not be construed to be a waiver of any subsequent Event of Default by the Obligors 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 buildings or other improvements included in the Facility subsequent to the date hereof (other than the initial renovation contemplated as part of the Project), or if any additional buildings or improvements shall be constructed on the Land other than the Building (such change of use, new structures, structural additions, buildings and improvements being referred to hereinafter as "Additional Facilities"), the Obligors agree to increase the PILOT

Obligations hereunder in an amount, as determined by the Agency or the Nassau County Department of Assessment, 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 Facility, 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 Obligors hereunder shall, to such extent, be null and void. If the Obligors have already paid any amounts under this Agreement for any period that the Obligors are required to pay taxes or assessments because of such amendment, legislative or final judgment (collectively, "Prior Payments"), then the Obligors 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 Obligors look to the Agency for a refund of the Prior Payments.

Section 7. Waiver of Tax Exemption. The Obligors, 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 Facility.

The Obligors, in recognition of the benefits provided under this Agreement and the Lease Agreement, hereby expressly waive the right to institute judicial or other review of an assessment of the real property with respect to the Facility for any fiscal tax year prior to the 2038/39 School Year and the 2039 General Year, 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. In addition, the Obligors hereby represent and warrant that they have stipulated to the discontinuance (with prejudice) of all pending tax certiorari proceedings, if any, with respect to the Facility on or before the date hereof. With respect to any such judicial or other review brought with respect to the 2038/39 School Year and the 2039 General Year or after, such judicial or other review or settlement thereof shall not have any effect on the Obligors' obligations hereunder, including, without limitation, the Obligors' 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 Facility as though the Facility was 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 Facility during the term of this Agreement.

Section 8. Delivery of PILOT Statement. The Obligors shall deliver to the Comptroller of the County of Nassau, on or before the dates set forth for payment of the PILOT Obligations in Section 2 hereof, in each year during the term of the Lease Agreement, a verified statement setting forth the amount of such payments and the dates of such payments.

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 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 Obligors 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 Obligors' 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 Obligors' 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 Obligors 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 two (2) Business Days after being sent by nationally recognized overnight courier service, 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
One West Street
Mineola, NY 11501
Attention: Joseph J. Kearney, Executive Director

With a courtesy copy to:

Phillips Lytle LLP
1205 Franklin Avenue, Suite 390
Garden City, NY 11530

Attention: Milan K. Tyler, Esq.

To the Company & Overlandlord:

c/o Seviroli Foods, Inc.
385 Brook Street
Garden City, NY 11530
Attn: Justine M. Roe, CFO

With a courtesy copy to:

Meltzer Lippe Goldstein & Breitstone LLP
190 Willis Avenue
Mineola, NY 11501
Attn: Gary Meltzer, 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 successors and permitted assigns of the Obligors but no assignment shall be effective to relieve the Obligors of any of their obligations hereunder unless expressly authorized and approved in writing by the Agency. The rights and obligations of the Obligors hereunder may not be assigned except in connection with a permitted assignment of the Company's interest in and to the Lease Agreement. Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto, the County and the other Taxing Entities.

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, 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 and the Obligors.

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 the any Obligor should cease to be so subject to service of process in the State of New York, the Obligors hereby designate and appoint, without power of revocation, Gary Meltzer, Esq., Meltzer Lippe Goldstein & Breitstone LLP, 190 Willis Avenue, Mineola, NY 11501, 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. Each Obligor irrevocably and unconditionally (1) agrees 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) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (3) waives 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 waives 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 the Obligors.

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 the earlier of (i) the time that 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, or (ii) the termination of this Agreement pursuant to the terms of this Agreement and/or any of the other Transaction Documents.

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

Section 23. Indemnification. The Obligors agree 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 reasonable attorneys' fees and expenses.

Section 24. Representations/Certifications/Acknowledgments of the Obligors. The Obligors hereby represent and warrant to the Agency that: (a) there is a likelihood that the Project would not be undertaken but for the Financial Assistance provided by the Agency, (b) the provisions of subdivision (1) of Section 862 of the Act are not and will not be violated as a result of the granting of the Financial Assistance by the Agency to the Obligors, and (c) the Project is in substantial compliance with all provisions of the Act, including, but not limited to, the provisions of Section 859-a and 862(1) thereof. The Obligors hereby certify, under penalty of perjury, that each owner, occupant or operator receiving Financial Assistance is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations. The Obligors acknowledge and agree that (i) the submission to the Agency by any Obligor of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the recapture from the Company of an amount equal to all or any part of any tax exemption claimed by reason of the Agency's involvement in the Project, and (ii) the Overlandlord shall comply with the requirements of


Section 8.11(D) of the Lease as if such Section 8.11(D) of the Lease was incorporated in this Agreement.

[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

SEVIROLI FOODS, INC.

By _____

Name: Joseph Seviroli, Jr.
Title: President

585 BROOK REALTY LLC

By _____

Name: Joseph Seviroli, Jr.
Title: Manager


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

On the 20 day of November, in the year 2018, 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

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

Paul V. O'Brien
Notary Public State of New York
No. 020B6235944
Qualified in Nassau County
Commission Expires February 14, 2019 

On the ____ day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Seviroli, Jr.**, 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

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

SEVIROLI FOODS, INC.

By _____
Name: Joseph Seviroli, Jr.
Title: President

585 BROOK REALTY LLC

By _____
Name: Joseph Seviroli, Jr.
Title: Manager

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

On the ____ day of November, in the year 2018, 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

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

On the 30th day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Seviroli, Jr.**, 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

ADELE ABANDOLO NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01AB6264044 Qualified in Nassau County Commission Expires June 25, 2020
--

SCHEDULE A
DESCRIPTION OF THE LAND
(585 Brook Street)

EXHIBIT A

(Legal Description - 585 Brook Street)

Real property in the City of Garden City, County of Nassau, State of New York, described as follows:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF BROOK STREET, WHERE THE SAME IS INTERSECTED BY THE WESTERLY LINE OF PROPERTY OF THE NEW YORK TELEPHONE CO., SAID POINT BEING 331.33 FEET WESTERLY FROM THE INTERSECTION FORMED BY THE NORTHERLY LINE OF BROOK STREET WITH THE WESTERLY LINE OF OAK STREET;

RUNNING THENCE NORTHERLY ALONG THE WESTERLY LINE OF PROPERTY OF THE NEW YORK TELEPHONE CO. AND AT RIGHT ANGLES TO THE NORTHERLY LINE OF BROOK STREET, NORTH 16° 23' 12" WEST, 118 FEET;

THENCE EASTERLY, STILL ALONG LAND OF THE NEW YORK TELEPHONE CO., NORTH 63° 57' 55" EAST, 101.43 FEET TO A POINT IN THE SOUTHERLY LINE OF LAND OF THE L.I.R.R. CO.;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF THE L.I.R.R. CO., SOUTH 73° 36' 48" WEST, 30 FEET;

THENCE SOUTH 63° 57' 55" WEST, 101.43 FEET TO A POINT;

THENCE SOUTHERLY AT RIGHT ANGLES TO BROOK STREET, PARALLEL WITH THE WESTERLY LINE OF PROPERTY OF THE NEW YORK TELEPHONE CO. AND DISTANT 30 FEET WESTERLY THEREFROM, SOUTH 16° 23' 12" EAST, 118 FEET TO THE NORTHERLY LINE OF BROOK STREET;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF BROOK STREET, NORTH 73° 36' 48" EAST, 30 FEET TO THE POINT OR PLACE OF BEGINNING.

For Information Only: Section 34 Block 100 Lot 5

SCHEDULE B

PILOT PAYMENT SCHEDULE

Term:

	<u>Tax Year</u> ¹	<u>Total PILOT Payment</u>
1.	2020 General / 2019/20 School	\$8,681
2.	2021 General / 2020/21 School	\$8,681
3.	2022 General / 2021/22 School	\$8,681
4.	2023 General / 2022/23 School	\$8,681
5.	2024 General / 2023/24 School	\$8,681
6.	2025 General / 2024/25 School	\$8,744
7.	2026 General / 2025/26 School	\$8,808
8.	2027 General / 2026/27 School	\$8,873
9.	2028 General / 2027/28 School	\$8,937
10.	2029 General / 2028/29 School	\$9,003
11.	2030 General / 2029/30 School	\$9,068
12.	2031 General / 2030/31 School	\$9,134
13.	2032 General / 2031/32 School	\$9,201
14.	2033 General / 2032/33 School	\$9,268
15.	2034 General/2033/34 School	\$9,336
16.	2035 General/2034/35 School	\$9,404
17.	2036 General/2035/36 School	\$9,473
18.	2037 General/2036/37 School	\$9,542
19.	2038 General/2037/38 School	\$9,612
20.	2039 General/2038/39 School	\$9,682

¹ Actual PILOT Commencement Date is subject to timely acceptance of the RPTL Application by the appropriate tax assessor(s).

(e) 601 Brook Street, Garden City

PAYMENT IN LIEU OF TAXES AGREEMENT
(601 Brook Street)

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this "Agreement"), made as of November 1, 2018, by and among SEVIROLI FOODS, INC., a corporation organized and existing under the laws of the State of New York, having an office at 385 Brook Street, Garden City, NY11530 (the "Company"), BROOK STREET REALTY LLC, a limited liability company organized and existing under the laws of the State of New York, and JS COMMERCIAL REALTY CORP., a corporation organized and existing under the laws of the State of New York, both having an office at 601 Brook Street, Garden City, NY11530 (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 One West Street, 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).

W I T N E S S E T H

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 Company submitted an application for financial assistance (the "Application") to the Agency requesting that the Agency consider undertaking a project (the "Project") consisting of, *inter alia*, the following: (A) (1) the acquisition of an interest in those certain parcels of land located in the Town of Hempstead, Nassau County, New York, more particularly identified on Schedule A attached hereto (collectively, the "Land"), (2) the renovation of the existing buildings and other structures on the Land (collectively, the "Building") together with related improvements to the Land, and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (collectively, the "Equipment"), all of the foregoing for use as manufacturing, warehousing and

office facilities of the Company (collectively, the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions or partial exemptions from real property taxes, sales and use taxes and mortgage recording taxes; and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Overlandlord or such other entity(ies) as may be designated by the Overlandlord and agreed upon by the Agency; and

WHEREAS, the Overlandlord is the owner of fee title to the Land and the Building (collectively, the "Facility"); and

WHEREAS, the Company is the sub-subtenant under a sub-sublease agreement dated February 1, 2001, as amended (the "Overlease") between the Overlandlord, as landlord, and the Company, as tenant, pursuant to which the Company leases the Facility from the Overlandlord; and

WHEREAS, the Agency is or will be the holder of a leasehold interest in the Facility pursuant to a certain master company lease agreement of even date herewith (as amended, modified, supplemented or restated from time to time, the "Company Lease"), between the Overlandlord (and others) and the Agency, which conveys to the Agency a leasehold interest in and to the Facility; and

WHEREAS, the Agency proposes to undertake the Project as an authorized project under the Act and to sublease its interest in the Facility to the Overlandlord pursuant to a Master Sublease Agreement of even date herewith between the Agency and the Overlandlord (and others) (as amended, modified, supplemented or restated from time to time, the "Lease Agreement"); and

WHEREAS, the payment and performance of the Obligors' respective obligations under this Agreement shall be secured by a Mortgage and Assignment of Leases and Rents of even date herewith (as amended, modified, supplemented or restated from time to time, the "PILOT Mortgage") from the Obligors and the Agency, as mortgagor, to the County of Nassau (the "PILOT Mortgagee"), its successors and assigns, as mortgagee, pursuant to which the Agency, the Overlandlord and the Company grant a first mortgage lien on the Facility to the PILOT Mortgagee; 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 Obligors and the Agency covenant and mutually agree as follows:

Section 1. Tax-Exempt Status of Facility.

A. RPTL 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 "RPTL Application"). The RPTL Application shall be filed with the assessor for each of the various taxing entities having jurisdiction over the Facility, including, without limitation, the County of Nassau (the "County") and each city, town, village and school district within which the Facility 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 shall not be entitled to 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 second 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 Facility, (ii) the filing by the Agency of the appropriate RPTL Application for tax exemption, and (iii) the acceptance of such RPTL Application by the appropriate tax assessor(s) (such date, the "PILOT Commencement Date").

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

(3) By virtue of the execution and delivery of this PILOT Agreement by the Obligors, the Project Facility is under the jurisdiction of the Agency for purposes of Section 412-a of the RPTL.

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 and the other Transaction Documents, the Obligors will be required to pay all special assessments and special ad valorem levies levied and/or assessed against or with respect to the Facility, subject to Section 2(B)(3) hereof.

C. Other Charges. If any assessments, service charges or other governmental charges become payable by the Company, the Overlandlord or the Agency on the Facility 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 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.

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 Facility 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 Facility or otherwise involved in the Project.

B. PILOT Payments. (1) From the PILOT Commencement Date through and including the last day of the twentieth (20th) fiscal tax year thereafter (such date, the "Abatement Expiration Date" and such period, the "Term"), the Obligors shall make payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility as set forth on Schedule B hereto, subject to the provisions of Section 2(B)(3) hereof.

The payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility pursuant to clause (1) above are referred to herein as the "PILOT Payments."

(2) From and after the Abatement Expiration Date, and until the Agency's interest in the Facility is conveyed to the Company pursuant to the terms of the Lease Agreement and the Facility has been returned to the tax rolls as fully taxable property, the Obligors shall make PILOT Payments 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 Facility as if the Facility were owned by the Company and/or the Overlandlord and the Agency were not otherwise involved in the Project.

"PILOT Obligations" shall mean all amounts required to be paid by the Obligors 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 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 Facility 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 Obligors' 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 this Agreement, 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, 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"), One West Street, 1st 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 Project not been tax exempt due to the status of the Agency. This provision constitutes the formula for the calculation of the amounts for each Taxing Entity of the PILOT Payments as required by Section 859-a(6) of the General Municipal Law.

D. Due Dates; Interest; and Penalties. (1) The Obligors may be billed for PILOT Payments as if the Facility 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. The Obligors shall pay all such interest, late charges and penalties 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 (b) two equal semi-annual installments on or prior to the date which is five (5) Business Days prior to October 1 and April 1 for the School 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 and on notice to the Obligors during the term of the Lease Agreement.

E. Partial Sale; Transferee's Obligation; Apportionment of Reduction to Local Taxing Entities. During the Term of this Agreement, in the event that the Agency's interest in the Facility, or any portion thereof or interest therein, is sold, transferred, assigned or otherwise disposed of by the Agency in accordance with the Lease Agreement, the transferees thereof will thereafter pay the real property taxes and assessments on such Land and the Building and any Additional Facilities (as hereinafter defined) located on the Land, or on such portion of the Land, that was sold, transferred, assigned or otherwise disposed of, as may be required by applicable law.

F. Sale; Company's Obligation. In the event that the Agency sells, transfers, assigns or otherwise disposes of its interest in the Facility to any party other than the Company, the Obligors' obligation for PILOT Obligations shall be prorated to the date of the closing of the transaction and thereupon all obligations of the Obligors 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 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 Company Lease and the Lease Agreement by the Company and the Agency and this Agreement by the Obligors and 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 Company Lease and the Lease Agreement are terminated pursuant to the Lease Agreement or this Agreement and the Facility 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 five (5) business days after receipt by the Obligors of written notice from the Agency, the County and/or any Taxing Entity.

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, or if such default is capable of being cured but cannot be cured within such 30-day period, the failure of the Obligors to commence to cure such default within such 30-day period or to thereafter to diligently prosecute such cure to completion, provided in no event shall such additional cure period exceed sixty (60) days.

C. An Event of Default under the Company Lease, the Lease Agreement or any other agreement between the Agency and the Company, which is not cured within the applicable period of grace, if any.

D. If the Overlandlord or the Company shall sell, transfer, convey or otherwise dispose of its interest in the Project Facility or any portion thereof without the prior written consent of the Agency.

E. The Overlandlord, or any Affiliate thereof, or any director, member, manager, partner or shareholder of the Overlandlord, shall become a Prohibited Person.

F. If any representation, warranty or certification made to the Agency by or on behalf of the Company or the Overlandlord in this Agreement shall prove to have been false, misleading or incorrect in any material respect at the time as of which the facts therein set forth were made.

If the Obligors fail 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, which is not cured within the applicable period of grace, if any, the Obligors shall be required to make PILOT Payments as if the Facility were owned by the Company (or the Overlandlord) 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 is located.

Upon the occurrence and continuance of an Event of Default hereunder, which is not cured within the applicable period of grace, if any, (i) 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 reasonable costs and expenses of the Agency, its successors or assigns, paid or incurred in such recovery (including court costs and reasonable attorneys' fees and expenses) and interest at the rate charged by the respective Taxing Entities on overdue payments of taxes, and (ii) the Agency shall have the right to terminate the Company Lease and the Lease Agreement at any time, and the Company shall accept such termination and any tender of reconveyance by the Agency of its interest in the Facility.

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 Obligors hereby agree 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 and/or to exercise its rights and remedies under the PILOT Mortgage. 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 any interest in and to the Facility is conveyed by the Company or title to the Facility is conveyed by the Overlandlord to any other party prior to expiration of the term of the Lease Agreement (other than transfers expressly permitted under the Lease Agreement or otherwise consented to by the Agency), 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 Obligors 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 Obligors shall not be construed to be a waiver of any subsequent Event of Default by the Obligors 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 buildings or other improvements included in the Facility subsequent to the date hereof (other than the initial renovation contemplated as part of the Project), or if any additional buildings or improvements shall be constructed on the Land other than the Building (such change of use, new structures, structural additions, buildings and improvements being referred to hereinafter as "Additional Facilities"), the Obligors agree to increase the PILOT Obligations hereunder in an amount, as determined by the Agency or the Nassau County Department of Assessment, 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 Facility, 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 Obligors hereunder shall, to such extent, be null and void. If the Obligors have already paid any amounts under this Agreement for any period that the Obligors are required to pay taxes or assessments because of such amendment, legislative or final judgment (collectively, "Prior Payments"), then the Obligors 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 Obligors look to the Agency for a refund of the Prior Payments.

Section 7. Waiver of Tax Exemption. The Obligors, 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 Facility.

The Obligors, in recognition of the benefits provided under this Agreement and the Lease Agreement, hereby expressly waive the right to institute judicial or other review of an assessment of the real property with respect to the Facility for any fiscal tax year prior to the 2038/39 School Year and the 2039 General Year, 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. In addition, the Obligors hereby represent and warrant that they have stipulated to the discontinuance (with prejudice) of all pending tax certiorari proceedings, if any, with respect to the Facility on or before the date hereof. With respect to any such judicial or other review brought with respect to the 2038/39 School Year and the 2039 General Year or after, such judicial or other review or settlement thereof shall not have any effect on the Obligors' obligations hereunder, including, without limitation, the Obligors' 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 Facility as though the Facility was 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 Facility during the term of this Agreement.

Section 8. Delivery of PILOT Statement. The Obligors shall deliver to the Comptroller of the County of Nassau, on or before the dates set forth for payment of the PILOT Obligations in Section 2 hereof, in each year during the term of the Lease Agreement, a verified statement setting forth the amount of such payments and the dates of such payments.

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 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 Obligors 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 Obligors' 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 Obligors' 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 Obligors 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 two (2) Business Days after being sent by nationally recognized overnight courier service, 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
One West Street
Mineola, NY 11501
Attention: Joseph J. Kearney, Executive Director

With a courtesy copy to:

Phillips Lytle LLP
1205 Franklin Avenue, Suite 390
Garden City, NY 11530
Attention: Milan K. Tyler, Esq.

To the Company & Overlandlord:

c/o Seviroli Foods, Inc.
385 Brook Street
Garden City, NY 11530
Attn: Justine M. Roe, CFO

With a courtesy copy to:

Meltzer Lippe Goldstein & Breitstone LLP
190 Willis Avenue
Mineola, NY 11501
Attn: Gary Meltzer, 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 successors and permitted assigns of the Obligors but no assignment shall be effective to relieve the Obligors of any of their obligations hereunder unless expressly authorized and approved in writing by the Agency. The rights and obligations of the Obligors hereunder may not be assigned except in connection with a permitted assignment of the Company's interest in and to the Lease Agreement. Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto, the County and the other Taxing Entities.

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, 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 and the Obligors.

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 the any Obligor should cease to be so subject to service of process in the State of New York, the Obligors hereby designate and appoint, without power of revocation, Gary Meltzer, Esq., Meltzer Lippe Goldstein & Breitstone LLP, 190 Willis Avenue, Mineola, NY 11501, 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. Each Obligor irrevocably and unconditionally (1) agrees 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) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (3) waives 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 waives 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 the Obligors.

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 the earlier of (i) the time that 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, or (ii) the termination of this Agreement pursuant to the terms of this Agreement and/or any of the other Transaction Documents.

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

Section 23. Indemnification. The Obligors agree 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 reasonable attorneys' fees and expenses.

Section 24. Representations/Certifications/Acknowledgments of the Obligors.

The Obligors hereby represent and warrant to the Agency that: (a) there is a likelihood that the Project would not be undertaken but for the Financial Assistance provided by the Agency, (b) the provisions of subdivision (1) of Section 862 of the Act are not and will not be violated as a result of the granting of the Financial Assistance by the Agency to the Obligors, and (c) the Project is in substantial compliance with all provisions of the Act, including, but not limited to, the provisions of Section 859-a and 862(1) thereof. The Obligors hereby certify, under penalty of perjury, that each owner, occupant or operator receiving Financial Assistance is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations. The Obligors acknowledge and agree that (i) the submission to the Agency by any Obligor of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the recapture from the Company of an amount equal to all or any part of any tax exemption claimed by reason of the Agency's involvement in the Project, and (ii) the Overlandlord shall comply with the requirements of Section 8.11(D) of the Lease as if such Section 8.11(D) of the Lease was incorporated in this Agreement.

[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

SEVIROLI FOODS, INC.

By _____

Name: Joseph Seviroli, Jr.
Title: President

BROOK STREET REALTY LLC

By _____

Name: Joseph Seviroli, Jr.
Title: Manager

JS COMMERCIAL REALTY CORP.

By _____

Name: Joseph Seviroli, Jr.
Title: President

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

On the 21st day of November, in the year 2018, 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

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

Paul V. O'Brien
Notary Public State of New York
No. 02086235944
Qualified in Nassau County
Commission Expires February 14, 2021 2614

On the ____ day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Seviroli, Jr.**, 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

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

SEVIROLI FOODS, INC.

By _____
Name: Joseph Seviroli, Jr.
Title: President

BROOK STREET REALTY LLC

By _____
Name: Joseph Seviroli, Jr.
Title: Manager

JS COMMERCIAL REALTY CORP.

By _____
Name: Joseph Seviroli, Jr.
Title: President

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

On the ____ day of November, in the year 2018, 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

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

On the 3rd day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Seviroli, Jr.**, 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

ADELE ABANDOLO NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01AB6264044 Qualified in Nassau County Commission Expires June 25, 2020
--

SCHEDULE A
DESCRIPTION OF THE LAND
(601 Brook Street)

(Legal Description - 601 Brook Street)

Real property in the City of Garden City, County of Nassau, State of New York, described as follows:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU AND STATE OF NEW YORK, AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY SIDE OF BROOK STREET AND THE WESTERLY SIDE OF OAK STREET;

RUNNING THENCE WESTERLY ALONG THE NORTHERLY SIDE OF BROOK STREET, SOUTH 73° 36' 48" WEST, 331.33 FEET;

RUNNING THENCE NORTH 16° 23' 12" WEST, 118.00 FEET;

RUNNING THENCE NORTH 63° 57' 55" EAST, 101.43 FEET;

RUNNING THENCE NORTH 73° 36' 48" EAST 230.07 FEET TO THE WESTERLY SIDE OF OAK STREET, TO THE POINT OR PLACE OF BEGINNING.

RUNNING THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF OAK STREET SOUTH 16° 55' 12" EAST 135.01 FEET TO THE POINT OR PLACE OF BEGINNING.

For Information Only: Section 34 Block 100 Lots 6 (Parcel A for reference purposes) and 7 (Parcel B for reference purposes)

SCHEDULE B

PILOT PAYMENT SCHEDULE

Term:

	<u>Tax Year</u> ¹	<u>Total PILOT Payment</u>
1.	2020 General / 2019/20 School	\$158,382
2.	2021 General / 2020/21 School	\$158,382
3.	2022 General / 2021/22 School	\$158,382
4.	2023 General / 2022/23 School	\$158,382
5.	2024 General / 2023/24 School	\$158,382
6.	2025 General / 2024/25 School	\$159,538
7.	2026 General / 2025/26 School	\$160,703
8.	2027 General / 2026/27 School	\$161,876
9.	2028 General / 2027/28 School	\$163,058
10.	2029 General / 2028/29 School	\$164,248
11.	2030 General / 2029/30 School	\$165,447
12.	2031 General / 2030/31 School	\$166,655
13.	2032 General / 2031/32 School	\$167,871
14.	2033 General / 2032/33 School	\$169,097
15.	2034 General/2033/34 School	\$170,331
16.	2035 General/2034/35 School	\$171,575
17.	2036 General/2035/36 School	\$172,827
18.	2037 General/2036/37 School	\$174,089
19.	2038 General/2037/38 School	\$175,360
20.	2039 General/2038/39 School	\$176,640

¹ Actual PILOT Commencement Date is subject to timely acceptance of the RPTL Application by the appropriate tax assessor(s).

(f) 557-579 Brook Street, Garden City

PAYMENT IN LIEU OF TAXES AGREEMENT
(557-563-579 Brook Street)

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this "Agreement"), made as of November 1, 2018, by and among SEVIROLI FOODS, INC., a corporation organized and existing under the laws of the State of New York, having an office at 385 Brook Street, Garden City, NY11530 (the "Company"), 557-563-579 BROOK REALTY LLC, a limited liability company organized and existing under the laws of the State of New York, having an office at 601 Brook Street, Garden City, NY11530 (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 One West Street, 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).

W I T N E S S E T H

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 Company submitted an application for financial assistance (the "Application") to the Agency requesting that the Agency consider undertaking a project (the "Project") consisting of, *inter alia*, the following: (A) (1) the acquisition of an interest in those certain parcels of land located in the Town of Hempstead, Nassau County, New York, more particularly identified on Schedule A attached hereto (collectively, the "Land"), (2) the renovation of the existing buildings and other structures on the Land (collectively, the "Building") together with related improvements to the Land, and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (collectively, the "Equipment"), all of the foregoing for use as manufacturing, warehousing and office facilities of the Company (collectively, the "Project Facility"); (B) the granting of certain

“financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions or partial exemptions from real property taxes, sales and use taxes and mortgage recording taxes; and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Overlandlord or such other entity(ies) as may be designated by the Overlandlord and agreed upon by the Agency; and

WHEREAS, the Overlandlord is the owner of fee title to the Land and the Building (collectively, the “Facility”); and

WHEREAS, the Company is the sub-subtenant under a sub-sublease agreement dated December 30, 2011 as amended (the “Overlease”) between the Overlandlord, as landlord, and the Company, as tenant, pursuant to which the Company leases the Facility from the Overlandlord; and

WHEREAS, the Agency is or will be the holder of a leasehold interest in the Facility pursuant to a certain master company lease agreement of even date herewith (as amended, modified, supplemented or restated from time to time, the “Company Lease”), between the Overlandlord (and others) and the Agency, which conveys to the Agency a leasehold interest in and to the Facility; and

WHEREAS, the Agency proposes to undertake the Project as an authorized project under the Act and to sublease its interest in the Facility to the Overlandlord pursuant to a Master Sublease Agreement of even date herewith between the Agency and the Overlandlord (and others) (as amended, modified, supplemented or restated from time to time, the “Lease Agreement”); and

WHEREAS, the payment and performance of the Obligors’ respective obligations under this Agreement shall be secured by a Mortgage and Assignment of Leases and Rents of even date herewith (as amended, modified, supplemented or restated from time to time, the “PILOT Mortgage”) from the Obligors and the Agency, as mortgagor, to the County of Nassau (the “PILOT Mortgagee”), its successors and assigns, as mortgagee, pursuant to which the Agency, the Overlandlord and the Company grant a first mortgage lien on the Facility to the PILOT Mortgagee; 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 Obligors and the Agency covenant and mutually agree as follows:

Section 1. Tax-Exempt Status of Facility.

A. RPTL 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 “RPTL

Application”). The RPTL Application shall be filed with the assessor for each of the various taxing entities having jurisdiction over the Facility, including, without limitation, the County of Nassau (the “County”) and each city, town, village and school district within which the Facility 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 shall not be entitled to 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 second 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 Facility, (ii) the filing by the Agency of the appropriate RPTL Application for tax exemption, and (iii) the acceptance of such RPTL Application by the appropriate tax assessor(s) (such date, the “PILOT Commencement Date”).

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

(3) By virtue of the execution and delivery of this PILOT Agreement by the Obligors, the Project Facility is under the jurisdiction of the Agency for purposes of Section 412-a of the RPTL.

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 and the other Transaction Documents, the Obligors will be required to pay all special assessments and special ad valorem levies levied and/or assessed against or with respect to the Facility, subject to Section 2(B)(3) hereof.

C. Other Charges. If any assessments, service charges or other governmental charges become payable by the Company, the Overlandlord or the Agency on the Facility 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 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.

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 Facility

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 Facility or otherwise involved in the Project.

B. PILOT Payments. (1) From the PILOT Commencement Date through and including the last day of the twentieth (20th) fiscal tax year thereafter (such date, the "Abatement Expiration Date" and such period, the "Term"), the Obligors shall make payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility as set forth on Schedule B hereto, subject to the provisions of Section 2(B)(3) hereof.

The payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility pursuant to clause (1) above are referred to herein as the "PILOT Payments."

(2) From and after the Abatement Expiration Date, and until the Agency's interest in the Facility is conveyed to the Company pursuant to the terms of the Lease Agreement and the Facility has been returned to the tax rolls as fully taxable property, the Obligors shall make PILOT Payments 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 Facility as if the Facility were owned by the Company and/or the Overlandlord and the Agency were not otherwise involved in the Project.

"PILOT Obligations" shall mean all amounts required to be paid by the Obligors 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 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 Facility 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 Obligors' 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 this Agreement, 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, 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"), One West Street, 1st 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 Project not been tax exempt due to the status of the Agency. This provision constitutes the formula for the calculation of the amounts for each Taxing Entity of the PILOT Payments as required by Section 859-a(6) of the General Municipal Law.

D. Due Dates; Interest; and Penalties. (1) The Obligors may be billed for PILOT Payments as if the Facility 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. The Obligors shall pay all such interest, late charges and penalties 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 (b) two equal semi-annual installments on or prior to the date which is five (5) Business Days prior to October 1 and April 1 for the School 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 and on notice to the Obligors during the term of the Lease Agreement.

E. Partial Sale; Transferee's Obligation; Apportionment of Reduction to Local Taxing Entities. During the Term of this Agreement, in the event that the Agency's interest in the Facility, or any portion thereof or interest therein, is sold, transferred, assigned or otherwise disposed of by the Agency in accordance with the Lease Agreement, the transferees thereof will thereafter pay the real property taxes and assessments on such Land and the Building and any Additional Facilities (as hereinafter defined) located on the Land, or on such portion of the Land, that was sold, transferred, assigned or otherwise disposed of, as may be required by applicable law.

F. Sale; Company's Obligation. In the event that the Agency sells, transfers, assigns or otherwise disposes of its interest in the Facility to any party other than the Company, the Obligors' obligation for PILOT Obligations shall be prorated to the date of the closing of the transaction and thereupon all obligations of the Obligors 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 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 Company Lease and the Lease Agreement by the Company and the Agency and this Agreement by the Obligors and 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 Company Lease and the Lease Agreement are terminated pursuant to the Lease Agreement or this Agreement and the Facility 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 five (5) business days after receipt by the Obligors of written notice from the Agency, the County and/or any Taxing Entity.

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, or if such default is capable of being cured but cannot be cured within such 30-day period, the failure of the Obligors to commence to cure such default within such 30-day period or to thereafter to diligently prosecute such cure to completion, provided in no event shall such additional cure period exceed sixty (60) days.

C. An Event of Default under the Company Lease, the Lease Agreement or any other agreement between the Agency and the Company, which is not cured within the applicable period of grace, if any.

D. If the Overlandlord or the Company shall sell, transfer, convey or otherwise dispose of its interest in the Project Facility or any portion thereof without the prior written consent of the Agency.

E. The Overlandlord, or any Affiliate thereof, or any director, member, manager, partner or shareholder of the Overlandlord, shall become a Prohibited Person.

F. If any representation, warranty or certification made to the Agency by or on behalf of the Company or the Overlandlord in this Agreement shall prove to have been false, misleading or incorrect in any material respect at the time as of which the facts therein set forth were made.

If the Obligors fail 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, which is not cured within the applicable period of grace, if any, the Obligors shall be required to make PILOT Payments as if the Facility were owned by the Company (or the Overlandlord) 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 is located.

Upon the occurrence and continuance of an Event of Default hereunder, which is not cured within the applicable period of grace, if any, (i) 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 reasonable costs and expenses of the Agency, its successors or assigns, paid or incurred in such recovery (including court costs and reasonable attorneys' fees and expenses) and interest at the rate charged by the respective Taxing Entities on overdue payments of taxes, and (ii) the Agency shall have the right to terminate the Company Lease and the Lease Agreement at any time, and the Company shall accept such termination and any tender of reconveyance by the Agency of its interest in the Facility.

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 Obligors hereby agree 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 and/or to exercise its rights and remedies under the PILOT Mortgage. 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 any interest in and to the Facility is conveyed by the Company or title to the Facility is conveyed by the Overlandlord to any other party prior to expiration of the term of the Lease Agreement (other than transfers expressly permitted under the Lease Agreement or otherwise consented to by the Agency), 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 Obligors 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 Obligors shall not be construed to be a waiver of any subsequent Event of Default by the Obligors 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 buildings or other improvements included in the Facility subsequent to the date hereof (other than the initial renovation contemplated as part of the Project), or if any additional buildings or improvements shall be constructed on the Land other than the Building (such change of use, new structures, structural additions, buildings and improvements being referred to hereinafter as "Additional Facilities"), the Obligors agree to increase the PILOT Obligations hereunder in an amount, as determined by the Agency or the Nassau County Department of Assessment, 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 Facility, 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 Obligors hereunder shall, to such extent, be null and void. If the Obligors have already paid any amounts under this Agreement for any period that the Obligors are required to pay taxes or assessments because of such amendment, legislative or final judgment (collectively,

“Prior Payments”), then the Obligors 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 Obligors look to the Agency for a refund of the Prior Payments.

Section 7. Waiver of Tax Exemption. The Obligors, 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 Facility.

The Obligors, in recognition of the benefits provided under this Agreement and the Lease Agreement, hereby expressly waive the right to institute judicial or other review of an assessment of the real property with respect to the Facility for any fiscal tax year prior to the 2038/39 School Year and the 2039 General Year, 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. In addition, the Obligors hereby represent and warrant that they have stipulated to the discontinuance (with prejudice) of all pending tax certiorari proceedings, if any, with respect to the Facility on or before the date hereof. With respect to any such judicial or other review brought with respect to the 2038/39 School Year and the 2039 General Year or after, such judicial or other review or settlement thereof shall not have any effect on the Obligors’ obligations hereunder, including, without limitation, the Obligors’ 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 Facility as though the Facility was 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 Facility during the term of this Agreement.

Section 8. Delivery of PILOT Statement. The Obligors shall deliver to the Comptroller of the County of Nassau, on or before the dates set forth for payment of the PILOT Obligations in Section 2 hereof, in each year during the term of the Lease Agreement, a verified statement setting forth the amount of such payments and the dates of such payments.

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 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 Obligors 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 Obligors’ 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 Obligors’ 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 Obligors 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 two (2) Business Days after being sent by nationally recognized overnight courier service, 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
One West Street
Mineola, NY 11501
Attention: Joseph J. Kearney, Executive Director

With a courtesy copy to:

Phillips Lytle LLP
1205 Franklin Avenue, Suite 390
Garden City, NY 11530
Attention: Milan K. Tyler, Esq.

To the Company & Overlandlord:

c/o Seviroli Foods, Inc.
385 Brook Street
Garden City, NY 11530
Attn: Justine M. Roe, CFO

With a courtesy copy to:

Meltzer Lippe Goldstein & Breitstone LLP
190 Willis Avenue
Mineola, NY 11501
Attn: Gary Meltzer, 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 successors and permitted assigns of the Obligors but no assignment shall be effective to relieve the Obligors of any of their obligations hereunder unless expressly authorized and approved in writing by the Agency. The rights and obligations of the Obligors hereunder may not be assigned except in connection with a permitted assignment of the Company's interest in and to the Lease Agreement. Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto, the County and the other Taxing Entities.

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, 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 and the Obligors.

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 the any Obligor should cease to be so subject to service of process in the State of New York, the Obligors hereby designate and appoint, without power of revocation, Gary Meltzer, Esq., Meltzer Lippe Goldstein & Breitstone LLP, 190 Willis Avenue, Mineola, NY 11501, 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. Each Obligor irrevocably and unconditionally (1) agrees 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) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (3) waives 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 waives 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 the Obligors.

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 the earlier of (i) the time that 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, or (ii) the termination of this Agreement pursuant to the terms of this Agreement and/or any of the other Transaction Documents.

The obligations of the Obligor under this Agreement are joint and several.

Section 23. Indemnification. The Obligor agree 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 Obligor in performing their obligations hereunder or any expense incurred hereunder, including, without limitation, any expenses of the Agency and reasonable attorneys' fees and expenses.

Section 24. Representations/Certifications/Acknowledgments of the Obligor. The Obligor hereby represent and warrant to the Agency that: (a) there is a likelihood that the Project would not be undertaken but for the Financial Assistance provided by the Agency, (b) the provisions of subdivision (1) of Section 862 of the Act are not and will not be violated as a result of the granting of the Financial Assistance by the Agency to the Obligor, and (c) the Project is in substantial compliance with all provisions of the Act, including, but not limited to, the provisions of Section 859-a and 862(1) thereof. The Obligor hereby certify, under penalty of perjury, that each owner, occupant or operator receiving Financial Assistance is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations. The Obligor acknowledge and agree that (i) the submission to the Agency by any Obligor of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the recapture from the Company of an amount equal to all or any part of any tax exemption claimed by reason of the Agency's involvement in the Project, and (ii) the Overlandlord shall comply with the requirements of Section 8.11(D) of the Lease as if such Section 8.11(D) of the Lease was incorporated in this Agreement.

[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

SEVIROLI FOODS, INC.

By _____
Name: Joseph Seviroli, Jr.
Title: President

557-563-579 BROOK STREET
REALTY LLC

By _____
Name: Joseph Seviroli, Jr.
Title: Manager

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

On the 22nd day of November, in the year 2018, 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

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

Paul V. O'Brien
Notary Public State of New York
No. 02086235944
Qualified in Nassau County
Commission Expires February 14, 2019 *2019*

On the ____ day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Seviroli, Jr.**, 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

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

SEVIROLI FOODS, INC.

By _____
Name: Joseph Seviroli, Jr.
Title: President

557-563-579 BROOK STREET
REALTY LLC

By _____
Name: Joseph Seviroli, Jr.
Title: Manager


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

On the ____ day of November, in the year 2018, 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.

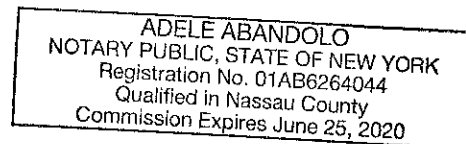
Notary Public

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

On the 28th day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Seviroli, Jr.**, 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



SCHEDULE A

DESCRIPTION OF THE LAND

(557-579 Brook Street)

(Legal Description -
Vacant Lot at Commercial Avenue and 557-563-579 Brook Street)

Real property in the City of Garden City, County of Nassau, State of New York, described as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, TWENTY-TWO FEET WIDE, SITUATE IN THE VILLAGE OF GARDEN CITY, IN THE TOWN OF HEMPSTEAD, IN THE COUNTY OF NASSAU AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE SOUTHERLY LINE OF LAND OF THE BUSCH FUEL CORPORATION MEETS THE EASTERLY LINE OF PLATTED GROVE STREET, FIFTY FEET WIDE, NOT PHYSICALLY OPENED, AT THE DISTANCE OF ONE HUNDRED THIRTY FIVE FEET MEASURED SOUTH SIXTEEN DEGREES TWENTY-THREE MINUTES TWELVE SECONDS (16° 23' 12") EAST, ALONG SAID EASTERLY LINE OF PLATTED GROVE STREET, NOT PHYSICALLY OPENED, FROM THE POINT OF MEETING WITH THE SOUTHERLY LINE OF COMMERCIAL AVENUE, FORTY FEET WIDE.

EXTENDING FROM SAID BEGINNING POINT THE FOLLOWING FOUR COURSES AND DISTANCES;

(1) NORTH SEVENTY-THREE DEGREES THIRTY-SIX MINUTES FORTY-EIGHT SECONDS (73° 36' 48") EAST, ALONG SAID SOUTHERLY LINE OF LAND OF THE BUSCH FUEL CORPORATION TWO HUNDRED SIXTY FEET AND SEVEN ONE HUNDREDTHS OF A FOOT AT A CORNER OF SAID LAST MENTIONED LAND;

(2) SOUTH SIXTEEN DEGREES TWENTY-THREE MINUTES TWELVE SECONDS (16° 23' 12") EAST, BY LAND OF THE LONG ISLAND RAILROAD COMPANY, TWENTY-TWO FEET TO A POINT IN THE NORTHERLY LINE OF LAND OF OTHER OWNERS;

(3) SOUTH SEVENTY-THREE DEGREES THIRTY-SIX MINUTES FORTY-EIGHT SECONDS (73° 36' 48") WEST, ALONG SAID NORTHERLY LINE OF LAND OF OTHER OWNERS ON A LINE PARALLEL WITH AND DISTANT TWENTY-TWO FEET MEASURED SOUTHWARDLY AND AT RIGHT ANGLES FROM THE FIRST COURSE HEREIN DESCRIBED, TWO HUNDRED SIXTY FEET AND SEVEN ONE HUNDREDTHS OF A FOOT TO A POINT IN SAID EASTERLY LINE OF PLATTED GROVE STREET, NOT PHYSICALLY OPENED; AND

THENCE (4) NORTH SIXTEEN DEGREES TWENTY-THREE MINUTES TWELVE SECONDS (16° 23' 12") WEST, ALONG SAID EASTERLY LINE OF PLATTED GROVE STREET, NOT PHYSICALLY OPENED, TWENTY-TWO FEET TO THE PLACE OF BEGINNING.

For Information Only: Section 34 Block 100 Lot 8

Real property in the City of Garden City, County of Nassau, State of New York, described as follows:

ALL THAT LOT OR PARCEL OF LAND, LYING, BEING AND SITUATE IN THE TOWN OF HEMPSTEAD, ON THE NORTH SIDE OF BROOK STREET, EAST OF THE VILLAGE LINE OF THE INCORPORATED VILLAGE OF GARDEN CITY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BROOK STREET WHERE THE SAME IS INTERSECTED BY THE EAST LINE OF GROVE STREET,

RUNNING THENCE, FROM SAID POINT OF BEGINNING, NORTHERLY ALONG THE EAST LINE OF GROVE STREET, NORTH $16^{\circ} 23' 12''$ WEST 135.00 FEET TO THE SOUTH LINE OF PROPERTY OF THE LONG ISLAND RAILROAD;

THENCE EASTERLY AND ALONG SAID PROPERTY OF THE LONG ISLAND RAILROAD NORTH $73^{\circ} 36' 48''$ EAST, 402.69 FEET TO A POINT MARKED BY A STAKE;

RUNNING THENCE SOUTH $63^{\circ} 57' 55''$ WEST, 101.43 FEET TO A POINT MARKED BY A STAKE;

THENCE SOUTHERLY ALONG A LINE WHICH IS AT RIGHT ANGLES TO THE NORTHERLY LINE OF BROOK STREET, SOUTH $16^{\circ} 23' 12''$ EAST 118.00 FEET TO THE NORTHERLY LINE OF BROOK STREET;

THENCE WESTERLY, ALONG THE NORTHERLY LINE OF BROOK STREET, SOUTH $73^{\circ} 36' 48''$ WEST, 302.69 FEET TO THE POINT OF BEGINNING.

For Information Only: Section 34 Block 100 Lot 4

SCHEDULE B

PILOT PAYMENT SCHEDULE

Term:

	<u>Tax Year</u> ¹	<u>Total PILOT Payment</u>
1.	2020 General / 2019/20 School	\$103,446
2.	2021 General / 2020/21 School	\$103,446
3.	2022 General / 2021/22 School	\$103,446
4.	2023 General / 2022/23 School	\$103,446
5.	2024 General / 2023/24 School	\$103,446
6.	2025 General / 2024/25 School	\$104,201
7.	2026 General / 2025/26 School	\$104,962
8.	2027 General / 2026/27 School	\$105,728
9.	2028 General / 2027/28 School	\$106,500
10.	2029 General / 2028/29 School	\$107,277
11.	2030 General / 2029/30 School	\$108,060
12.	2031 General / 2030/31 School	\$108,849
13.	2032 General / 2031/32 School	\$109,644
14.	2033 General / 2032/33 School	\$110,444
15.	2034 General/2033/34 School	\$111,251
16.	2035 General/2034/35 School	\$112,063
17.	2036 General/2035/36 School	\$112,881
18.	2037 General/2036/37 School	\$113,705
19.	2038 General/2037/38 School	\$114,535
20.	2039 General/2038/39 School	\$115,371

¹ Actual PILOT Commencement Date is subject to timely acceptance of the RPTL Application by the appropriate tax assessor(s).

(g) Vacant Land Commercial Avenue, Garden City

PAYMENT IN LIEU OF TAXES AGREEMENT
(Vacant Parcel at Commercial Avenue)

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this "Agreement"), made as of November 1, 2018, by and among SEVIROLI FOODS, INC., a corporation organized and existing under the laws of the State of New York, having an office at 385 Brook Street, Garden City, NY 11530 (the "Company"), 557-563-579 BROOK STREET REALTY LLC, a limited liability company organized and existing under the laws of the State of New York, having an office at 601 Brook Street, Garden City, NY 11530 (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 One West Street, 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).

W I T N E S S E T H

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 Company submitted an application for financial assistance (the "Application") to the Agency requesting that the Agency consider undertaking a project (the "Project") consisting of, inter alia, the following: (A) (1) the acquisition of an interest in those certain parcels of land located in the Town of Hempstead, Nassau County, New York, more particularly identified on Schedule A attached hereto (collectively, the "Land"), (2) the renovation of the existing buildings and other structures on the Land (collectively, the "Building") together with related improvements to the Land, and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (collectively, the "Equipment"), all of the foregoing for use as manufacturing, warehousing and office facilities of the Company (collectively, the "Project Facility"); (B) the granting of certain

“financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions or partial exemptions from real property taxes, sales and use taxes and mortgage recording taxes; and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Overlandlord or such other entity(ies) as may be designated by the Overlandlord and agreed upon by the Agency; and

WHEREAS, the Overlandlord is the owner of fee title to the Land and the Building (collectively, the “Facility”); and

WHEREAS, the Company is the sub-subtenant under a sub-sublease agreement dated December 30, 2011, as amended (the “Overlease”) between the Overlandlord, as landlord, and the Company, as tenant, pursuant to which the Company leases the Facility from the Overlandlord; and

WHEREAS, the Agency is or will be the holder of a leasehold interest in the Facility pursuant to a certain master company lease agreement of even date herewith (as amended, modified, supplemented or restated from time to time, the “Company Lease”), between the Overlandlord (and others) and the Agency, which conveys to the Agency a leasehold interest in and to the Facility; and

WHEREAS, the Agency proposes to undertake the Project as an authorized project under the Act and to sublease its interest in the Facility to the Overlandlord pursuant to a Master Sublease Agreement of even date herewith between the Agency and the Overlandlord (and others) (as amended, modified, supplemented or restated from time to time, the “Lease Agreement”); and

WHEREAS, the payment and performance of the Obligors’ respective obligations under this Agreement shall be secured by a Mortgage and Assignment of Leases and Rents of even date herewith (as amended, modified, supplemented or restated from time to time, the “PILOT Mortgage”) from the Obligors and the Agency, as mortgagor, to the County of Nassau (the “PILOT Mortgagee”), its successors and assigns, as mortgagee, pursuant to which the Agency, the Overlandlord and the Company grant a first mortgage lien on the Facility to the PILOT Mortgagee; 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 Obligors and the Agency covenant and mutually agree as follows:

Section 1. Tax-Exempt Status of Facility.

A. RPTL 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 “RPTL

Application"). The RPTL Application shall be filed with the assessor for each of the various taxing entities having jurisdiction over the Facility, including, without limitation, the County of Nassau (the "County") and each city, town, village and school district within which the Facility 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 shall not be entitled to 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 second 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 Facility, (ii) the filing by the Agency of the appropriate RPTL Application for tax exemption, and (iii) the acceptance of such RPTL Application by the appropriate tax assessor(s) (such date, the "PILOT Commencement Date").

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

(3) By virtue of the execution and delivery of this PILOT Agreement by the Obligors, the Project Facility is under the jurisdiction of the Agency for purposes of Section 412-a of the RPTL.

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 and the other Transaction Documents, the Obligors will be required to pay all special assessments and special ad valorem levies levied and/or assessed against or with respect to the Facility, subject to Section 2(B)(3) hereof.

C. Other Charges. If any assessments, service charges or other governmental charges become payable by the Company, the Overlandlord or the Agency on the Facility 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 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.

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 Facility

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 Facility or otherwise involved in the Project.

B. PILOT Payments. (1) From the PILOT Commencement Date through and including the last day of the twentieth (20th) fiscal tax year thereafter (such date, the "Abatement Expiration Date" and such period, the "Term"), the Obligors shall make payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility as set forth on Schedule B hereto, subject to the provisions of Section 2(B)(3) hereof.

The payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility pursuant to clause (1) above are referred to herein as the "PILOT Payments."

(2) From and after the Abatement Expiration Date, and until the Agency's interest in the Facility is conveyed to the Company pursuant to the terms of the Lease Agreement and the Facility has been returned to the tax rolls as fully taxable property, the Obligors shall make PILOT Payments 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 Facility as if the Facility were owned by the Company and/or the Overlandlord and the Agency were not otherwise involved in the Project.

"PILOT Obligations" shall mean all amounts required to be paid by the Obligors 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 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 Facility 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 Obligors' 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 this Agreement, 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, 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"), One West Street, 1st floor, Mineola, NY 11501, or at such other address as the Treasurer may notify the Obligor 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 Project not been tax exempt due to the status of the Agency. This provision constitutes the formula for the calculation of the amounts for each Taxing Entity of the PILOT Payments as required by Section 859-a(6) of the General Municipal Law.

D. Due Dates; Interest; and Penalties. (1) The Obligor may be billed for PILOT Payments as if the Facility 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. The Obligor shall pay all such interest, late charges and penalties when due.

(3) Anything contained in this subparagraph to the contrary notwithstanding, the Obligor 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 (b) two equal semi-annual installments on or prior to the date which is five (5) Business Days prior to October 1 and April 1 for the School 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 and on notice to the Obligor during the term of the Lease Agreement.

E. Partial Sale; Transferee's Obligation; Apportionment of Reduction to Local Taxing Entities. During the Term of this Agreement, in the event that the Agency's interest in the Facility, or any portion thereof or interest therein, is sold, transferred, assigned or otherwise disposed of by the Agency in accordance with the Lease Agreement, the transferees thereof will thereafter pay the real property taxes and assessments on such Land and the Building and any Additional Facilities (as hereinafter defined) located on the Land, or on such portion of the Land, that was sold, transferred, assigned or otherwise disposed of, as may be required by applicable law.

F. Sale; Company's Obligation. In the event that the Agency sells, transfers, assigns or otherwise disposes of its interest in the Facility to any party other than the Company, the Obligors' obligation for PILOT Obligations shall be prorated to the date of the closing of the transaction and thereupon all obligations of the Obligors 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 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 Company Lease and the Lease Agreement by the Company and the Agency and this Agreement by the Obligors and 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 Company Lease and the Lease Agreement are terminated pursuant to the Lease Agreement or this Agreement and the Facility 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 five (5) business days after receipt by the Obligors of written notice from the Agency, the County and/or any Taxing Entity.

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, or if such default is capable of being cured but cannot be cured within such 30-day period, the failure of the Obligors to commence to cure such default within such 30-day period or to thereafter to diligently prosecute such cure to completion, provided in no event shall such additional cure period exceed sixty (60) days.

C. An Event of Default under the Company Lease, the Lease Agreement or any other agreement between the Agency and the Company, which is not cured within the applicable period of grace, if any.

D. If the Overlandlord or the Company shall sell, transfer, convey or otherwise dispose of its interest in the Project Facility or any portion thereof without the prior written consent of the Agency.

E. The Overlandlord, or any Affiliate thereof, or any director, member, manager, partner or shareholder of the Overlandlord, shall become a Prohibited Person.

F. If any representation, warranty or certification made to the Agency by or on behalf of the Company or the Overlandlord in this Agreement shall prove to have been false, misleading or incorrect in any material respect at the time as of which the facts therein set forth were made.

If the Obligors fail 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, which is not cured within the applicable period of grace, if any, the Obligors shall be required to make PILOT Payments as if the Facility were owned by the Company (or the Overlandlord) 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 is located.

Upon the occurrence and continuance of an Event of Default hereunder, which is not cured within the applicable period of grace, if any, (i) 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 reasonable costs and expenses of the Agency, its successors or assigns, paid or incurred in such recovery (including court costs and reasonable attorneys' fees and expenses) and interest at the rate charged by the respective Taxing Entities on overdue payments of taxes, and (ii) the Agency shall have the right to terminate the Company Lease and the Lease Agreement at any time, and the Company shall accept such termination and any tender of reconveyance by the Agency of its interest in the Facility.

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 Obligors hereby agree 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 and/or to exercise its rights and remedies under the PILOT Mortgage. 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 any interest in and to the Facility is conveyed by the Company or title to the Facility is conveyed by the Overlandlord to any other party prior to expiration of the term of the Lease Agreement (other than transfers expressly permitted under the Lease Agreement or otherwise consented to by the Agency), 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 Obligors 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 Obligors shall not be construed to be a waiver of any subsequent Event of Default by the Obligors 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 buildings or other improvements included in the Facility subsequent to the date hereof (other than the initial renovation contemplated as part of the Project), or if any additional buildings or improvements shall be constructed on the Land other than the Building (such change of use, new structures, structural additions, buildings and improvements being referred to hereinafter as "Additional Facilities"), the Obligors agree to increase the PILOT Obligations hereunder in an amount, as determined by the Agency or the Nassau County Department of Assessment, 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 Facility, 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 Obligors hereunder shall, to such extent, be null and void. If the Obligors have already paid any amounts under this Agreement for any period that the Obligors are required to

pay taxes or assessments because of such amendment, legislative or final judgment (collectively, "Prior Payments"), then the Obligors 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 Obligors look to the Agency for a refund of the Prior Payments.

Section 7. Waiver of Tax Exemption. The Obligors, 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 Facility.

The Obligors, in recognition of the benefits provided under this Agreement and the Lease Agreement, hereby expressly waive the right to institute judicial or other review of an assessment of the real property with respect to the Facility for any fiscal tax year prior to the 2038/39 School Year and the 2039 General Year, 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. In addition, the Obligors hereby represent and warrant that they have stipulated to the discontinuance (with prejudice) of all pending tax certiorari proceedings, if any, with respect to the Facility on or before the date hereof. With respect to any such judicial or other review brought with respect to the 2038/39 School Year and the 2039 General Year or after, such judicial or other review or settlement thereof shall not have any effect on the Obligors' obligations hereunder, including, without limitation, the Obligors' 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 Facility as though the Facility was 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 Facility during the term of this Agreement.

Section 8. Delivery of PILOT Statement. The Obligors shall deliver to the Comptroller of the County of Nassau, on or before the dates set forth for payment of the PILOT Obligations in Section 2 hereof, in each year during the term of the Lease Agreement, a verified statement setting forth the amount of such payments and the dates of such payments.

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 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 Obligors 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 Obligors' 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 two (2) Business Days after being sent by nationally recognized overnight courier service, 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
One West Street
Mineola, NY 11501
Attention: Joseph J. Kearney, Executive Director

With a courtesy copy to:

Phillips Lytle LLP
1205 Franklin Avenue, Suite 390
Garden City, NY 11530
Attention: Milan K. Tyler, Esq.

To the Company & Overlandlord:

c/o Seviroli Foods, Inc.
385 Brook Street
Garden City, NY 11530
Attn: Justine M. Roe, CFO

With a courtesy copy to:

Meltzer Lippe Goldstein & Breitstone LLP
190 Willis Avenue
Mineola, NY 11501

Attn: Gary Meltzer, 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 successors and permitted assigns of the Obligors but no assignment shall be effective to relieve the Obligors of any of their obligations hereunder unless expressly authorized and approved in writing by the Agency. The rights and obligations of the Obligors hereunder may not be assigned except in connection with a permitted assignment of the Company's interest in and to the Lease Agreement. Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto, the County and the other Taxing Entities.

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, 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 and the Obligors.

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 the any Obligor should cease to be so subject to service of process in the State of New York, the Obligors hereby designate and appoint, without power of revocation, Gary Meltzer, Esq., Meltzer Lippe Goldstein & Breitstone LLP, 190 Willis Avenue, Mineola, NY 11501, 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. Each Obligor irrevocably and unconditionally (1) agrees 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) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (3) waives 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 waives 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 the Obligors.

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 the earlier of (i) the time that each and every one of the PILOT Obligations shall have been irrevocably paid in full and all other obligations of the Obligor under this Agreement shall have been paid and performed in full, or (ii) the termination of this Agreement pursuant to the terms of this Agreement and/or any of the other Transaction Documents.

The obligations of the Obligor under this Agreement are joint and several.

Section 23. Indemnification. The Obligor agree 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 Obligor in performing their obligations hereunder or any expense incurred hereunder, including, without limitation, any expenses of the Agency and reasonable attorneys' fees and expenses.

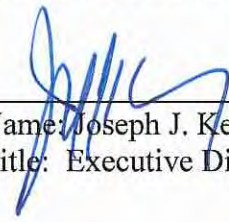
Section 24. Representations/Certifications/Acknowledgments of the Obligor. The Obligor hereby represent and warrant to the Agency that: (a) there is a likelihood that the Project would not be undertaken but for the Financial Assistance provided by the Agency, (b) the provisions of subdivision (1) of Section 862 of the Act are not and will not be violated as a result of the granting of the Financial Assistance by the Agency to the Obligor, and (c) the Project is in substantial compliance with all provisions of the Act, including, but not limited to, the provisions of Section 859-a and 862(1) thereof. The Obligor hereby certify, under penalty of perjury, that each owner, occupant or operator receiving Financial Assistance is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations. The Obligor acknowledge and agree that (i) the submission to the Agency by any Obligor of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the recapture from the Company of an amount equal to all or any part of any tax exemption claimed by reason of the Agency's involvement in the Project, and (ii) the Overlandlord shall comply with the requirements of Section 8.11(D) of the Lease as if such Section 8.11(D) of the Lease was incorporated in this Agreement.

[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

SEVIROLI FOODS, INC.

By

Name: Joseph Seviroli, Jr.
Title: President

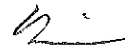
557-563-579 BROOK REALTY LLC

By

Name: Joseph Seviroli, Jr.
Title: Manager

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

On the 22nd day of November, in the year 2018, 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

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

Paul V. O'Brien
Notary Public State of New York
No. 02086235944
Qualified in Nassau County
Commission Expires February 14, 2021 2018

On the ____ day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Seviroli, Jr.**, 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

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

SEVIROLI FOODS, INC.

By _____
Name: Joseph Seviroli, Jr.
Title: President

557-563-579 BROOK REALTY LLC

By _____
Name: Joseph Seviroli, Jr.
Title: Manager

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On the ____ day of November, in the year 2018, 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

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On the 30th day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Seviroli, Jr.**, 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

ADELE ABANDOLO NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01AB6264044 Qualified in Nassau County Commission Expires June 25, 2020
--

SCHEDULE A

DESCRIPTION OF THE LAND

(a vacant parcel of land on Commercial Avenue)

(Legal Description -
Vacant Lot at Commercial Avenue and 557-563-579 Brook Street)

Real property in the City of Garden City, County of Nassau, State of New York, described as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, TWENTY-TWO FEET WIDE, SITUATE IN THE VILLAGE OF GARDEN CITY, IN THE TOWN OF HEMPSTEAD, IN THE COUNTY OF NASSAU AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE SOUTHERLY LINE OF LAND OF THE BUSCH FUEL CORPORATION MEETS THE EASTERLY LINE OF PLATTED GROVE STREET, FIFTY FEET WIDE, NOT PHYSICALLY OPENED, AT THE DISTANCE OF ONE HUNDRED THIRTY FIVE FEET MEASURED SOUTH SIXTEEN DEGREES TWENTY-THREE MINUTES TWELVE SECONDS (16° 23' 12") EAST, ALONG SAID EASTERLY LINE OF PLATTED GROVE STREET, NOT PHYSICALLY OPENED, FROM THE POINT OF MEETING WITH THE SOUTHERLY LINE OF COMMERCIAL AVENUE, FORTY FEET WIDE.

EXTENDING FROM SAID BEGINNING POINT THE FOLLOWING FOUR COURSES AND DISTANCES;

(1) NORTH SEVENTY-THREE DEGREES THIRTY-SIX MINUTES FORTY-EIGHT SECONDS (73° 36' 48") EAST, ALONG SAID SOUTHERLY LINE OF LAND OF THE BUSCH FUEL CORPORATION TWO HUNDRED SIXTY FEET AND SEVEN ONE HUNDREDTHS OF A FOOT AT A CORNER OF SAID LAST MENTIONED LAND;

(2) SOUTH SIXTEEN DEGREES TWENTY-THREE MINUTES TWELVE SECONDS (16° 23' 12") EAST, BY LAND OF THE LONG ISLAND RAILROAD COMPANY, TWENTY-TWO FEET TO A POINT IN THE NORTHERLY LINE OF LAND OF OTHER OWNERS;

(3) SOUTH SEVENTY-THREE DEGREES THIRTY-SIX MINUTES FORTY-EIGHT SECONDS (73° 36' 48") WEST, ALONG SAID NORTHERLY LINE OF LAND OF OTHER OWNERS ON A LINE PARALLEL WITH AND DISTANT TWENTY-TWO FEET MEASURED SOUTHWARDLY AND AT RIGHT ANGLES FROM THE FIRST COURSE HEREIN DESCRIBED, TWO HUNDRED SIXTY FEET AND SEVEN ONE HUNDREDTHS OF A FOOT TO A POINT IN SAID EASTERLY LINE OF PLATTED GROVE STREET, NOT PHYSICALLY OPENED; AND

THENCE (4) NORTH SIXTEEN DEGREES TWENTY-THREE MINUTES TWELVE SECONDS (16° 23' 12") WEST, ALONG SAID EASTERLY LINE OF PLATTED GROVE STREET, NOT PHYSICALLY OPENED, TWENTY-TWO FEET TO THE PLACE OF BEGINNING.

For Information Only: Section 34 Block 100 Lot 8

Real property in the City of Garden City, County of Nassau, State of New York, described as follows:

ALL THAT LOT OR PARCEL OF LAND, LYING, BEING AND SITUATE IN THE TOWN OF HEMPSTEAD, ON THE NORTH SIDE OF BROOK STREET, EAST OF THE VILLAGE LINE OF THE INCORPORATED VILLAGE OF GARDEN CITY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BROOK STREET WHERE THE SAME IS INTERSECTED BY THE EAST LINE OF GROVE STREET,

RUNNING THENCE, FROM SAID POINT OF BEGINNING, NORTHERLY ALONG THE EAST LINE OF GROVE STREET, NORTH $16^{\circ} 23' 12''$ WEST 135.00 FEET TO THE SOUTH LINE OF PROPERTY OF THE LONG ISLAND RAILROAD;

THENCE EASTERLY AND ALONG SAID PROPERTY OF THE LONG ISLAND RAILROAD NORTH $73^{\circ} 36' 48''$ EAST, 402.69 FEET TO A POINT MARKED BY A STAKE;

RUNNING THENCE SOUTH $63^{\circ} 57' 55''$ WEST, 101.43 FEET TO A POINT MARKED BY A STAKE;

THENCE SOUTHERLY ALONG A LINE WHICH IS AT RIGHT ANGLES TO THE NORTHERLY LINE OF BROOK STREET, SOUTH $16^{\circ} 23' 12''$ EAST 118.00 FEET TO THE NORTHERLY LINE OF BROOK STREET;

THENCE WESTERLY, ALONG THE NORTHERLY LINE OF BROOK STREET, SOUTH $73^{\circ} 36' 48''$ WEST, 302.69 FEET TO THE POINT OF BEGINNING.

For Information Only: Section 34 Block 100 Lot 4

SCHEDULE B

PILOT PAYMENT SCHEDULE

Term:

	<u>Tax Year</u> ¹	<u>Total PILOT Payment</u>
1.	2020 General / 2019/20 School	\$8,156
2.	2021 General / 2020/21 School	\$8,156
3.	2022 General / 2021/22 School	\$8,156
4.	2023 General / 2022/23 School	\$8,156
5.	2024 General / 2023/24 School	\$8,156
6.	2025 General / 2024/25 School	\$8,216
7.	2026 General / 2025/26 School	\$8,276
8.	2027 General / 2026/27 School	\$8,336
9.	2028 General / 2027/28 School	\$8,397
10.	2029 General / 2028/29 School	\$8,458
11.	2030 General / 2029/30 School	\$8,520
12.	2031 General / 2030/31 School	\$8,582
13.	2032 General / 2031/32 School	\$8,645
14.	2033 General / 2032/33 School	\$8,708
15.	2034 General/2033/34 School	\$8,771
16.	2035 General/2034/35 School	\$8,835
17.	2036 General/2035/36 School	\$8,900
18.	2037 General/2036/37 School	\$8,965
19.	2038 General/2037/38 School	\$9,030
20.	2039 General/2038/39 School	\$9,096

¹ Actual PILOT Commencement Date is subject to timely acceptance of the RPTL Application by the appropriate tax assessor(s).

Fully executed copies provided separately.