

DOVER FREEPORT LLC
and
DOVER GOURMET CORP.
and
TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Town of Hempstead Industrial Development Agency
(Dover Freeport LLC/Dover Gourmet Corp. 2012 Facility)

Dated as of December 1, 2012

Village of Freeport, Town of Hempstead, Freeport School District, Nassau County

Section: 62
Block: 35
Lots: 5 (5-11), 25 (322)

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of December 1, 2012, (this “**PILOT Agreement**”), is by and among DOVER FREEPORT LLC, a limited liability company duly organized and validly existing under the laws of the State of New York, having an office at 11 Skyline Drive, Plainview, New York 11803 (the “**Company**”), DOVER GOURMET CORP., a business corporation organized and existing under the laws of the State of New York, having an office at 11 Skyline Drive, Plainview, New York 11803, (the “**Sublessee**”) and TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 350 Front Street, 2nd Floor, Hempstead, New York 11550 (the “**Agency**”).

W I T N E S S E T H:

WHEREAS, the Agency was created by Chapter 529 of the Laws of 1971 of the State of New York, as amended, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (collectively, the “**Act**”); and

WHEREAS, the Agency has agreed to assist the Company in the acquisition of land located at 27 St. John’s Place and the adjacent property located at 8 Maple Place, each in the Village of Freeport, Town of Hempstead, Nassau County, New York, totaling approximately 1.6 acres (the “**Land**”), and the construction, renovation and equipping of an approximately 22,500 square foot one-story building located thereon, together with improvements, structures and other related facilities attached to the Land (collectively, the “**Improvements**” and “**Equipment**”) all to be leased by the Agency to the Company for further sublease by the Company to, and used by the Sublessee, in the manufacturing, sales, and distribution of food service establishments, 1400 vending machines, a beach club and catering facility (the Land, Improvements and Equipment are collectively, the “**Facility**”); and

WHEREAS, the Company has agreed to lease the Land and the Improvements to the Agency pursuant to a certain Company Lease Agreement, dated as of December 1, 2012 (the “**Company Lease Agreement**”), by and between the Company and the Agency;

WHEREAS, the Agency has agreed to sublease the Land and the Improvements and lease the Equipment to the Company pursuant to a certain Lease Agreement, dated as of December 1, 2012 (the “**Lease Agreement**”), by and between the Company and the Agency;

WHEREAS, the Company has further agreed to sub-sublease the Land and the Improvements and sublease the Equipment to the Sublessee pursuant to a certain Sublease Agreement, dated as of December 1, 2012 (the “**Sublease Agreement**”), by and between the Company and the Sublessee; and

WHEREAS, the Agency, the Company and the Sublessee will enter into a Recapture Agreement, dated as of December 1, 2012 (the “**Recapture Agreement**”), pursuant to which the Agency has the right to recapture certain economic benefits and assistance granted to the Company upon the terms and conditions set forth in the Recapture Agreement; and

WHEREAS, in connection with the leasing and the subleasing of the Facility, the Company, the Sublessee and the Agency will enter into a certain Payment-in-Lieu-of-Tax Agreement, dated as of December 1, 2012 (the “**PILOT Agreement**”) to provide for payments in lieu of taxes with respect to the Facility; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes and assessments imposed upon real property owned by it, other than special ad valorem levies, special assessments or Special District Taxes and service charges against real property located in the Town of Hempstead, New York (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located) which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency, the Company and the Sublessee deem it necessary and proper to enter into an agreement making provision for payments in lieu of taxes and such assessments by the Company and the Sublessee to the Town of Hempstead, any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located, Freeport School District, Nassau County and appropriate special districts (hereinafter the “**Taxing Authorities**”) in which any part of the Facility is or is to be located.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the covenants herein contained, it is mutually agreed as follows:

1. (a) As long as the Lease Agreement is in effect, the Company and the Sublessee, jointly and severally, agree to make payments in lieu of all real estate taxes and assessments (in addition to paying all special ad valorem levies, special assessments or Special District Taxes and service charges against real property located in the Town of Hempstead (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located) which are or may be imposed for special improvements or special district improvements) which would be levied upon or with respect to the Facility if the Facility were owned by the Company and not by the Agency (the “**Taxes on the Facility**”). The amounts of such payments and method for calculation are set forth herein.

(b) After the effective date of this PILOT Agreement and until the provisions of paragraph 1(c) become effective, the Company and the Sublessee, jointly and severally, shall pay, as payments in lieu of taxes and assessments, one hundred percent (100%) of the taxes and assessments that would be levied upon the Facility by the respective Taxing Authorities.

(c) **Commencing with the 2013/2014 School Tax Year, the 2013/2014 Village Tax Year and the 2014 General Tax Year, the Company and the Sublessee shall pay, as payments in lieu of taxes and assessments, the amounts set forth on Exhibit A attached hereto and made a part hereof, less any amounts payable by the Company and the Sublessee in connection with any special ad valorem levies, special assessments, or Special District Taxes and service charges levied against the Facility.**

(d) The Company and the Sublessee, jointly and severally, shall pay, or cause to be paid, the amounts set forth in paragraphs 1(a), (b) and (c) above, as applicable, after receipt of tax bills from the Agency or the Taxing Authorities, as the case may be. Failure to receive a tax bill shall not relieve the Company and the Sublessee of their obligation to make all payments provided for hereunder. If, for any reason, the Company and the Sublessee do not receive an appropriate tax bill, the Company and the Sublessee shall have the responsibility and obligation to make all reasonable inquiries to the Taxing Authorities and to have such a bill issued, and thereafter to make payment of the same no later than the due dates provided herein. Payments shall be made directly to the Taxing Authorities. Payments made after the due date(s) as set forth in the applicable tax bills shall accrue interest (and penalties) at the rates applicable to late payments of taxes for the respective Taxing Authorities and as further provided in the General Municipal Law, including Section 874(5) thereof, which currently provides for an initial penalty of five percent (5%) of the amount due and an additional penalty of one percent (1%) per month on payments more than one month delinquent.

(e) Reserved.

(f) In the event that any structural addition that increases the footprint or height of the Facility or increases the assessed value of the Facility shall be made to the building or buildings included in the Facility subsequent to the “**Completion Date**” (as such term is defined in the Lease Agreement), or any additional building or improvement shall be constructed on the real property described on Exhibit B hereto (such structural additions, buildings and improvements being referred to hereinafter as “**Additional Facilities**”), the Company and the Sublessee agree to make additional payments in lieu of taxes to the Taxing Authorities in amounts equal to the product of the then current ad valorem tax rates which would be levied upon or with respect to the Additional Facilities by the Taxing Authorities if the Additional Facilities were owned by the Company and not the Agency times the assessment or assessments established for that tax year by the respective Taxing Authorities having appropriate assessing jurisdiction. All other provisions of this PILOT Agreement shall apply to this obligation for additional payments.

2. In the event that the Agency’s leasehold interest in the Facility or any part thereof terminates at such time in reference to any taxable status date as to make it impossible to place such Facility or part thereof on the tax rolls of the Village of Freeport, Town of Hempstead, Freeport School District, Nassau County, any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located, or appropriate special districts, as the case may be, by such taxable status date, the Company and the Sublessee hereby agree to pay, at the first time taxes or assessments are due following the taxable status date on which such Facility or part thereof is placed on the tax rolls, an amount equal to the taxes or assessments which would have been levied on such Facility or part thereof had it been on the tax rolls from the time of the termination of the Agency’s leasehold interest until the date of the tax rolls following the taxable status date as of which such Facility or part thereof is placed on the tax rolls. There shall be deducted from such amount any amounts previously paid pursuant to this PILOT Agreement by the Agency or the Company or the Sublessee to the respective Taxing Authorities relating to any period of time after the date of termination of the Agency’s

interest. The provisions of this paragraph 2 shall survive the termination or expiration of the Lease Agreement. Any rights the Company or the Sublessee may have against its respective designees are separate and apart from the terms of this paragraph 2, and this paragraph 2 shall survive any transfer from the Agency to the Company.

3. In the event the Facility or any part thereof is declared to be subject to taxation for taxes or assessments by an amendment to the Act or other legislative change or by a final judgment of a court of competent jurisdiction, the obligations of the Company and the Sublessee hereunder shall, to such extent, be null and void.

4. In the event the Company and the Sublessee shall enter into a subsequent Payment-in-Lieu-of-Tax Agreement or Agreements with respect to the Taxes on the Facility directly with any or all Taxing Authorities in the jurisdiction of which the Facility is located, the obligations of the Company and the Sublessee hereunder, which are inconsistent with such future Agreement or Agreements, shall be superseded and shall, to such extent, be null and void.

5. As long as this PILOT Agreement is in effect, the Agency and the Company agree that (i) the Company shall be deemed to be the owner of the Facility and of the Additional Facilities for purposes of instituting, and shall have the right to institute, administrative or judicial review of an assessment of the real estate with respect to the Facility and of the Additional Facilities pursuant to the provisions of Article 7 of the Real Property Tax Law or any other applicable law, as the same may be amended from time to time, and (ii) the Agency, at the request of the Company, shall request the Assessor of Nassau County, or any other assessor having jurisdiction to assess the Facility, to take into consideration the value of surrounding properties of like character when assessing the Facility. Notwithstanding the foregoing, in the event that the assessment of the real estate with respect to the Facility and the Additional Facilities is reduced as a result of any such administrative or judicial review so that such complaining party would be entitled to receive a refund or refunds of taxes paid to the respective Taxing Authorities, if such complaining party were the owner of the Facility and the Additional Facilities, such complaining party shall not be entitled to receive a refund or refunds of the payments in lieu of taxes and assessments paid pursuant to this PILOT Agreement. In no event shall the Agency be required to remit to the Company, the Sublessee or any Taxing Authority any moneys otherwise due as a result of a reduction in the assessment of the Facility (or any part thereof) due to a certiorari review. If the Company and the Sublessee receive a reduction in assessment in the last year of the Lease Agreement after it has made its final payments in lieu of taxes, the Company and the Sublessee acknowledge that they shall look solely to the Taxing Authorities for repayment or for a credit against the first payment(s) of Taxes on the Facility which will be due after the Facility is returned to the tax rolls. The Company and the Sublessee hereby agree that they will notify the Agency if the Company or the Sublessee shall have requested a reassessment of the Facility or a reduction in the taxes on the Facility or shall have instituted any tax certiorari proceedings with respect to the Facility. The Company and the Sublessee shall deliver to the Agency copies of all notices, correspondence, claims, actions and/or proceedings brought by or against the Company or the Sublessee in connection with any reassessment of the Facility, reduction of taxes with respect to the Facility or tax certiorari proceedings with respect to the Facility.

6. The Company and the Sublessee, in recognition of the benefits provided under the terms of this PILOT Agreement, including, but not limited to, the formula for payments in lieu of taxes set forth in Exhibit A hereto, and for as long as the Lease Agreement is in effect, expressly waive any rights they may have for any exemption under Section 485-b of the Real Property Tax Law or any other exemption under any other law or regulation (except, however, for the exemption provided by Title 1 of Article 18-A of the General Municipal Law) with respect to the Facility. The Company and the Sublessee, however, reserve any such rights with respect to the Additional Facilities as referred to in paragraph 1(f) and with respect to the assessment and/or exemption of the Additional Facilities.

7. The Company and the Sublessees recognize and agree that if at any time the Company and/or the Sublessees substantially change, modify or amend their respective proposed method of operations or fail to maintain at all times the number of FTEs at the Facility as required by Section 8.13 of the Lease Agreement so as to effect a Recapture Event in accordance with the provisions of the Recapture Agreement shall occur, then the Company and/or the Sublessees shall (i) pay to the Agency an amount equal to 100% of the Recaptured Benefits, as defined in the Recapture Agreement, due and owing under the Recapture Agreement, or (ii) pay an increased PILOT payment in accordance with Section 1(c)(7) of the Recapture Agreement. The Agency shall notify the Company and the Sublessees in writing of the occurrence and continuation of a Recapture Event under the Recapture Agreement and all amounts that are due and owing under the Recapture Agreement. The Company and/or the Sublessees shall remit such additional sums due to the Agency upon demand thereof.

8. Except as otherwise provided herein, any notice required to be given under this PILOT Agreement shall be deemed to have been duly given when delivered and shall be sent by certified mail, postage prepaid, return receipt requested, addressed to the respective parties hereto at their respective addresses specified below or such other addresses as either party may specify in writing to the other:

The Agency:

Town of Hempstead Industrial Development Agency
350 Front Street, 2nd Floor
Hempstead, New York 11550-4037
Attention: Executive Director and Chief Executive Officer

With a copy to:

Ryan, Brennan & Donnelly LLP
131 Tulip Avenue
Floral Park, New York 11001
Attention: John E. Ryan, Esq.

The Company:

Dover Freeport LLC
11 Skyline Drive
Plainview, New York 11803
Attention: Isaac Yamali, Managing Member

The Sublessee:

Dover Gourmet Corp.
11 Skyline Drive
Plainview, New York 11803
Attention: Isaac Yamali, President

With a copy to:

Ruskin Moscou Faltischek PC
1425 RXR Plaza, East Tower, 15th Floor
Uniondale, New York 11556
Attention: Eric Rubenstein, Esq.

Notice by mail shall be effective when delivered but if not yet delivered shall be deemed effective at 12:00 p.m. on the third business day after mailing.

9. Failure by the Agency in any instance to insist upon the strict performance of any one or more of the obligations of the Company and the Sublessee under this PILOT 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 Company's or the Sublessee's defaults or breaches hereunder or of any of the rights and remedies of the Agency by reason of such defaults or breaches, or a waiver or relinquishment of any or all of the Company's or the Sublessee's obligations hereunder. No waiver, amendment, release or modification of this PILOT Agreement shall be established by conduct, custom or course of dealing. Further, no payment by the Company or the Sublessee or receipt by the Agency of a lesser amount than or different manner from 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 checks or payments as made without prejudice to the right to recover the balance or pursue any other remedy in this PILOT Agreement or otherwise provided at law or in equity.

10. This PILOT Agreement shall become effective as of the first taxable status date of the Town of Hempstead after the date the Agency acquires a leasehold interest in the Facility. All taxes, assessments, special assessments, service charges, special ad valorem levies or similar tax equivalents due or to become due based upon prior taxable status dates shall be paid by the Company and the Sublessee when due. Upon termination of the Lease Agreement, this PILOT Agreement shall terminate.

11. Whenever the Company or the Sublessee fails to comply with any provision of this PILOT Agreement, the Agency may, but shall not be obligated to, take whatever

action at law or in equity may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company and the Sublessee under this PILOT Agreement. The Agency agrees to notify the Company and the Sublessee in writing of any failure by the Company and the Sublessee to comply with any provision of this PILOT Agreement within thirty (30) business days after the Agency becomes aware of such failure and shall provide the Company and the Sublessee with the opportunity to cure such failure within thirty (30) days after receipt by the Company and the Sublessee of such notice.

12. This PILOT Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

13. The Company and the Sublessee agree to hold the Agency harmless from and against any liability arising from any default by the Company or the Sublessee in performing their respective obligations hereunder or any expense incurred under this PILOT Agreement, including any expenses of the Agency, including without limitation reasonable attorneys' fees.

14. This PILOT Agreement may be modified only by written instrument duly executed by the parties hereto.

15. This PILOT Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, heirs, distributees and assigns.

16. If any provision of this PILOT Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this PILOT Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

17. The Agency, the Company and the Sublessee acknowledge and agree that the economic benefits granted hereunder by the Agency to the Company and the Sublessee have been granted to induce and enable the Company and the Sublessee to acquire, construct and equip the Facility in the Village of Freeport, Town of Hempstead, Nassau County, New York to provide services that, but for the Facility, would not otherwise be readily available to the residents of the Village of Freeport, Town of Hempstead, Nassau County, New York.

18. The failure or breach by the Company and the Sublessee to pay amounts due and owing under this PILOT Agreement for a period of fifteen (15) days following written notice or to promptly and fully perform any of its obligations hereunder for a period of thirty (30) days after notice (unless such failure is of a nature that cannot be cured within such time period, provided the Company is using diligent efforts to remedy same) shall constitute an Event of Default under this PILOT Agreement, whereupon the Agency may terminate this PILOT Agreement by written notice to the Company. Upon the occurrence and continuation of any Event of Default hereunder, this PILOT Agreement shall terminate and the Agency

shall reconvey the Facility to the Company pursuant to Section 10.2(a)(iv) of the Lease Agreement and subject to the provisions of the Recapture Agreement.

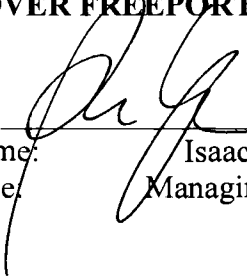
19. The Company, the Sublessee and the Agency hereby agree that the obligations and liabilities of the Company and the Sublessee hereunder are the absolute and unconditional obligations and liabilities of the Company and the Sublessee and not the obligations and liabilities of any officer, director, shareholder or employee of the Company or the Sublessee, and that no officer, director, shareholder or employee of the Company and the Sublessee shall have any obligation or liability hereunder, except arising in connection with the gross negligence, recklessness, willful, misconduct or criminal activity of such officer, director or employee of the Company and the Sublessee.

20. This PILOT Agreement shall cover the real property located on Exhibit B attached hereto.

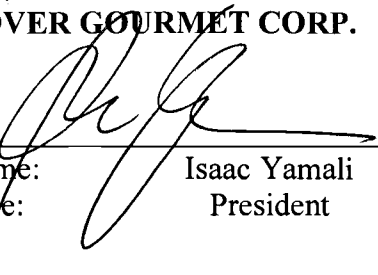
(Remainder of Page Intentionally Left Blank – Signature Page Follows)

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

DOVER FREEPORT LLC

By: 
Name: Isaac Yamali
Title: Managing Member

DOVER GOURMET CORP.

By: 
Name: Isaac Yamali
Title: President

**TOWN OF HEMPSTEAD INDUSTRIAL
DEVELOPMENT AGENCY**

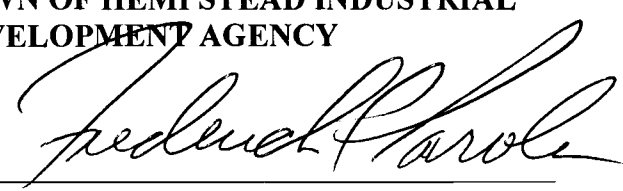
By: 
Name: Frederick E. Parola
Title: Executive Director and Chief
Executive Officer

EXHIBIT A

Schedule of In-Lieu-of-Taxes Payment **less** any amounts payable by the Company in connection with any special ad valorem levies, special assessments or Special District Taxes and service charges levied against the Facility to the Town of Hempstead, the Village of Freeport and the Freeport School District and Appropriate Special Districts:

General Tax Year/Village Tax Year/School Tax Year	Total PILOT Payments
2014 General/2013-2014 Village/2013-2014 School	\$106,370
2015 General/2014-2015 Village/2013-2014 School	\$106,370
2016 General/2015-2016 Village/2015-2016 School	\$106,370
2017 General/2016-2017 Village/2016-2017 School	\$116,000
2018 General/2017-2018 Village/2017-2018 School	\$123,000
2019 General/2018-2019 Village/2018-2019 School	\$125,770
2020 General/2019-2020 Village/2019-2020 School	\$128,915
2021 General/2020-2021 Village/2020-2021 School	\$132,138
2022 General/2021-2022 Village/2021-2022 School	\$135,772
2023 General/2022-2023 Village/2022-2023 School	\$140,000

NOTE: This PILOT Agreement shall expire on December 31, 2023. All payments for the 2022-2023 School Tax Year, the 2022-2023 Village Tax Year and the 2023 General Tax Year must be paid in full prior to the expiration of this PILOT Agreement. The above calculation is for the total tax on the Land, existing Improvements and any proposed renovations to the Improvements. Full taxes will go into effect in 2024.

EXHIBIT B

Legal Description of Real Property

East Coast Abstract, Inc.
as authorized agent for:
Chicago Title Insurance Company
Schedule A Description

Underwriter No. **3511-0148-44358**
Title Number **ECA44358**

Page **1**

PARCEL I (LOTS 5 TO 11)

ALL that tract of parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Freeport, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of St. Johns Place distant 177.51 feet southerly (from the old line) (153.51 feet new line) from the corner formed by the intersection of the easterly side of St. Johns Place and the southerly side of Merrick Road;

RUNNING THENCE south 79 degrees 20 minutes east a distance of 180.88 feet (Tax Map 180.82 feet);

THENCE south 14 degrees 24 minutes 20 seconds west a distance of 67.38 feet;

THENCE north 66 degrees 09 minutes 40 seconds west a distance of 0.09 feet;

THENCE south 14 degrees 25 minutes west a distance of 32.86 feet;

THENCE south 14 degrees 27 minutes 26 seconds west a distance of 53.16 feet (south 14 degrees 25 minutes west, 53.17 feet deed);

THENCE north 81 degrees 58 minutes west a distance of 20.76 feet;

THENCE south 10 degrees 40 minutes west a distance of 196.00 feet;

THENCE north 79 degrees 20 minute west a distance of 150.00 feet to the easterly side of St. John Place;

THENCE north 10 degrees 40 minutes east along the easterly side of St. Johns Place a distance of 350 feet to the point or place of BEGINNING.

Said premises being known as SECTION 62 BLOCK 35 LOTS 5-11

East Coast Abstract, Inc.
as authorized agent for:
Chicago Title Insurance Company
Schedule A Description - continued

Underwriter No. 3511-0148-44358
Title Number ECA44358

Page 2

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Freeport, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Maple Place distant 425.00 feet northerly from the corner formed by the intersection of the westerly side of Maple Place and the northerly side of Mill Road;

RUNNING THENCE north 80 degrees 12 minutes west 125.00 feet;

RUNNING THENCE north 9 degrees 48 minutes east 21.00 feet;

RUNNING THENCE south 82 degrees 50 minutes east 20.76 feet;

RUNNING THENCE north 13 degrees 35 minutes 25 seconds east 53.17 feet;

RUNNING THENCE north 13 degrees 33 minutes east 32.78 feet;

RUNNING THENCE south 67 degrees 01 minutes east 175.00 feet;

RUNNING THENCE south 14 degrees 06 minutes 25 seconds west 38.48 feet;

RUNNING THENCE north 82 degrees 40 minutes 30 seconds west 68.97 feet; and

RUNNING THENCE south 9 degrees 48 minutes west 26.46 feet to the point or place of BEGINNING.

Said premises being known as SECTION 62 BLOCK 35 LOTS 25 AND 322

East Coast Abstract, Inc.
as authorized agent for:
Chicago Title Insurance Company
Schedule A Description - continued

Underwriter No. 3511-0148-44358
Title Number ECA44358

Page 3

OVERALL 11/20/2012

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Freeport, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of St. Johns Place (Raynor Avenue) distant 153.51 feet southerly from the corner formed by the intersection of the said easterly side of St. Johns Place with the southerly side of Merrick Road (Fulton Street) as widened.

RUNNING THENCE south 80 degrees 12 minutes 00 seconds 180.88 feet;

THENCE south 13 degrees 32 minutes 10 seconds west 67.38 feet to a point;

THENCE north 67 degrees 01 minutes 00 seconds west 0.09 feet to a point;

THENCE south 13 degrees 33 minutes 00 seconds west 0.08 feet to a point;

THENCE south 67 degrees 01 minutes 00 seconds east 175.00 feet to a point in the westerly line of Tax Lot 338;

THENCE south 14 degrees 06 minutes 25 seconds west 38.48 feet;

THENCE north 82 degrees 40 minutes 30 seconds west and partly along the northerly line of Maple Place to the westerly line or northwest corner of Maple Place 68.97 feet;

THENCE south 09 degrees 48 minutes 00 seconds west along the westerly side of Maple Place 26.46 feet to a point distant 425.00 feet northerly from the corner formed by the intersection of the westerly side of Maple Place, with the northerly side of Mill Road;

THENCE north 80 degrees 12 minutes 00 seconds west 125.00 feet;

THENCE south 09 degrees 48 minutes 00 west 175.00 feet;

THENCE north 80 degrees 12 minutes 00 seconds west 150.00 feet to the easterly side of St. Johns Place and

Continued On Next Page

East Coast Abstract, Inc.
as authorized agent for:
Chicago Title Insurance Company
Schedule A Description - continued

Underwriter No. **3511-0148-44358**
Title Number **ECA44358**

Page **4**

RUNNING THENCE north 09 degrees 48 minutes 00 seconds east along to the
easterly side of St. Johns Place 350.00 feet to the point or place of BEGINNING.

NIXON PEABODY_{LLP}

1300 Clinton Square
Rochester, New York 14604

Margaret Hayes Paralegal
Direct Dial: (585) 263-1062
E-Mail: mhayes@nixonpeabody.com

December 20, 2012

James Davis, Acting Assessor
Nassau County Department of Assessment
240 Old Country Road
Mineola, New York 11501-8402

RE: Town of Hempstead Industrial Development Agency
Dover Freeport LLC/Dover Gourmet Corp., 2012 Facility

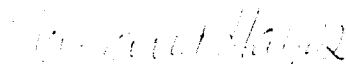
Dear Mr. Davis:

Enclosed please find a completed Form RP 412-a Application for Real Property Tax Exemption, together with a copy of the Payment-in-Lieu-of-Tax Agreement, in connection with the above-referenced transaction which closed on December 20, 2012.

Also enclosed are copies of the Company Lease Agreement, and the Recapture Agreement, both of these documents are being recorded in the Nassau County Clerk's office.

Please feel free to contact us if you should have questions. Thank you.

Very truly yours,


Margaret Hayes
Paralegal

Enclosures

cc: Attached Distribution List (w/encl.)

Distribution List

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Hon. Edward P. Mangano
County Executive
Nassau County
One West Street
Mineola, New York 11501

Hon. Kate Murray
Town Supervisor
Town of Hempstead
One Washington Street
Hempstead, New York 11550

Hon. Andrew Hardwick
Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

Dr. Kishore Kuncham
Freeport Union Free School District
235 North Ocean Avenue
Freeport, New York 11520

Thomas Albanese, Wholly Exempt Division Head
Department of Assessment
Nassau County
240 Old Country Road
Mineola, New York 11501-8402

Daniel Valentino, Esq.
Counsel to the Assessor
Department of Assessment
Nassau County
240 Old Country Road
Mineola, New York 11501

VIA REGULAR MAIL

Frederick E. Parola
Executive Director and Chief Executive Officer
Town of Hempstead Industrial Development Agency
350 Front Street, 2nd Floor
Hempstead, New York 11550

John E. Ryan, Esq.
Ryan, Brennan & Donnelly LLP
131 Tulip Avenue
Floral Park, New York 11001

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Daniel Valentino, Esq.
Counsel to the Assessor
Department of Assessment
Nassau County
240 Old Country Road
Mineola, New York 11501

Article Number 7007 0220 0000 2806 3876
(Transfer from servc)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

RECEIVED

JAN 03 2012

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

U.S. Postal ServiceTM

CERTIFIED MAILTM RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

MINEOLA, NY 11501

Postage

\$ 2.50

Certified Fee

\$ 2.75

Return Receipt Fee
(Endorsement Required)

\$ 2.75

Restricted Delivery Fee
(Endorsement Required)

\$0.00

Total Postage & Fees

\$ 7.80

Daniel Valentino, Esq.
Counsel to the Assessor
Department of Assessment
Nassau County
240 Old Country Road
Mineola, New York 11501

PS Form 3800, August 2006

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hon. Kate Murray
Town Supervisor
Town of Hempstead
One Washington Street
Hempstead, New York 11550

2. Article Number
(Transfer from servc)

7007 0220 0000 2806 3913

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

TOWN OF HEMPSTEAD
350 FRONT STREET

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

HEMPSTEAD, NY 11550

Postage

\$ 2.50

Certified Fee

\$ 2.75

Return Receipt Fee
(Endorsement Required)

\$ 2.75

Restricted Delivery Fee
(Endorsement Required)

\$0.00

Total Postage & Fees

\$ 7.80

Hon. Kate Murray
Town Supervisor
Town of Hempstead
One Washington Street
Hempstead, New York 11550

PS Form 3800, August 2006

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hon. Andrew Hardwick
Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

2. Article Number **7007 0220 0000 2806 3906**
(Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature **X** *M. Chipe* ☐ Agent ☐ Addressee

B. Received by (Printed Name) *M. Chipe* C. Date of Delivery *12/13*

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE
FREEPORT NY 11520

Postage	\$ 2.00
Certified Fee	\$ 2.75
Return Receipt Fee (Endorsement Required)	\$ 2.30
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 7.05

12/31/2012

Hon. Andrew Hardwick
Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

70334-183
E. Wood

PS Form 3800, August 2006 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE
FREEPORT NY 11520

Postage	\$ 2.00
Certified Fee	\$ 2.75
Return Receipt Fee (Endorsement Required)	\$ 2.30
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 7.05

12/31/2012

Sent To
Dr. Kishore Kuncham
Freeport Union Free School District
235 North Ocean Avenue
Freeport, New York 11520

70334-183
E. Wood

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dr. Kishore Kuncham
Freeport Union Free School District
235 North Ocean Avenue
Freeport, New York 11520

2. Article Number **7007 0220 0000 2806 3890**
(Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature **X** *Dr. Kishore Kuncham* ☐ Agent ☐ Addressee

B. Received by (Printed Name) *Dr. Kishore Kuncham* C. Date of Delivery *1-5-13*

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Thomas Albanese, Wholly Exempt Division Head
Department of Assessment
Nassau County
240 Old Country Road
Mineola, New York 11501-8402

2. Article Number 7007 0220 0000 2806 3883

(Transfer from service)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

JAN 03 2012

DEPARTMENT OF ASSESSMENT

COUNTY OF NASSAU

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

MINEOLA, NY 11501

Postage

\$ 2.59

Certified Fee

\$ 2.96

Return Receipt Fee
(Endorsement Required)

\$ 2.35

Restricted Delivery Fee
(Endorsement Required)

\$ 0.00

Total Postage & Fees

\$ 7.90

0692



Sent To

Thomas Albanese, Wholly Exempt Division Head
Department of Assessment
Nassau County
240 Old Country Road
Mineola, New York 11501-8402

7007 34-183
E. Wood

PS Form 3800, August 2006

See Reverse for Instructions

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

MINEOLA, NY 11501

Postage

\$ 2.59

0692

Certified Fee

\$ 2.96

29

Return Receipt Fee
(Endorsement Required)

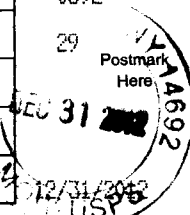
\$ 2.35

Restricted Delivery Fee
(Endorsement Required)

\$ 0.00

Total Postage & Fees

\$ 7.90



S Hon. Edward P. Mangano
S County Executive
o Nassau County
c One West Street
c Mineola, New York 11501

7007 34-183
E. Wood

PS Form 3800, August 2006

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hon. Edward P. Mangano
County Executive
Nassau County
One West Street
Mineola, New York 11501

2. Article Number

(Transfer from service)

7007 0220 0000 2806 3920

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes



NYS BOARD OF REAL PROPERTY SERVICES

RP-412-a (1/95)

**INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)**

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Town of Hempstead Industria Development Agency
Street 350 Front Street, 2nd Floor
City Hempstead
Telephone no. Day (516) 812-3122
Evening () _____
Contact Frederick E. Parola
Title Executive Director and Chief Executive Officer

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Dover Freeport, LLC
Street 11 Skyline Drive
City Plainview,
Telephone no. Day ____ (516) 933-4444
Evening _ () _____
Contact Butch Yamali
Title President

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year)
Section 32 Block 35 Lots 5 (5-11), 25 (322)
- b. Street address 17 St. John's Place and 8 Maple Place
- c. City, Town or Village Hempstead
- d. School District Freeport
- e. County Nassau
- f. Current assessment _____
- g. Deed to IDA (date recorded; liber and page)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use)
construction, renovation and equipping of an approximately 22, 500 sq. ft building to be used in the manufacturing, sale and distribution of food services establishments, 1400 vending machines, a beack club and catering facility
- b. Type of construction unavailable
- c. Square footage app. 22,500 sq ft
- d. Total cost unavailable
- e. Date construction commenced unavailable
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
12/31/2023

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment see attached "PILOT Agreement"

- b. Projected expiration date of agreement 12/31/2023

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Nassau</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____		
School District <u>Hempstead</u>	<input checked="" type="checkbox"/>	

d. Person or entity responsible for payment

Name Dover Freeport, LLC
 Title Butch Yamali
 Address 11 Skyline Drive
Plainview, New York

e. Is the IDA the owner of the property? Yes/No (circle one)
 If "No" identify owner and explain IDA rights or interest in an attached statement.

Telephone _____

6. Is the property receiving or has the property ever received any other exemption from real property taxation?
 (check one) Yes No ☒

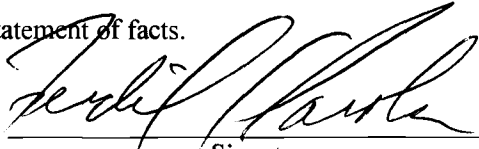
If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on 12/20/2012 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Frederick E. Parola Executive Director and Chief Executive Officer of _____
 Name Title
Town of Hempstead Industrial Development Agency hereby certify that the information
 Organization
 on this application and accompanying papers constitutes a true statement of facts.

12/20/2012
 Date


 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special ad valorem levies for which the parcel is liable:

 Date

 Assessor's signature

NYS BOARD OF REAL PROPERTY SERVICES

INDUSTRIAL DEVELOPMENT AGENCIES

APPLICATION FOR REAL PROPERTY TAX EXEMPTION

(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

(Additional Page with respect to 5e)

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION)

- e. Is the IDA the owner of the property? Yes/No (circle one)
If “No” identify owner and explain IDA rights or interest in an attached statement.

The Town of Hempstead Industrial Development Agency (the “**Agency**”), holds a leasehold interest in and to certain real property pursuant to a Company Lease Agreement, dated as of December 1, 2012, by and between Dover Freeport LLC and the Agency (copy attached). A memorandum of such Company Lease Agreement has been presented for recording in the Nassau County Clerk’s office (Liber and page unavailable).

COMPANY LEASE AGREEMENT

between

DOVER FREEPORT LLC

and

TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

Dated as of December 1, 2012

Town of Hempstead Industrial Development Agency
(Dover Freeport LLC/Dover Gourmet Corp. 2012 Facility)

THIS COMPANY LEASE AGREEMENT, dated as of December 1, 2012 (this "**Company Lease Agreement**"), is between DOVER FREEPORT LLC, a limited liability company duly organized and validly existing under the laws of the State of New York, having an office at 11 Skyline Drive, Plainview, New York 11803 (the "**Company**") and the TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 350 Front Street, 2nd Floor, Hempstead, New York 11550 (the "**Agency**").

RECITALS

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the aforesaid act authorizes the creation of industrial development agencies for the Public Purposes of the State of New York (the "**State**"); and

WHEREAS, pursuant to and in accordance with the provisions of the aforesaid act, as amended, and Chapter 529 of the Laws of 1971 of the State, as amended (collectively, the "**Act**"), the Agency was created and is empowered to undertake the acquisition, renovation, equipping and leasing of the Facility defined below; and

WHEREAS, the Facility shall consist of the acquisition of land located at 27 St. John's Place and the adjacent property located at 8 Maple Place, each in the Village of Freeport, Town of Hempstead, Nassau County, New York, totaling approximately 1.6 acres (the "**Land**"), and the construction, renovation and equipping of an approximately 22,500 square foot one-story building located thereon, together with improvements, structures and other related facilities attached to the Land (collectively, the "**Improvements**" and "**Equipment**") all to be leased by the Agency to the Company for further sublease by the Company to, and used by, Dover Gourmet Corp., a business corporation organized and existing under the laws of the State of New York (the "**Sublessee**"), in the manufacturing, sales, and distribution of food service establishments, 1400 vending machines, a beach club and catering facility (the Land, Improvements and Equipment are collectively, the "**Facility**"), including the following, as they relate to the acquisition, construction, renovation and equipping of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, construction, renovation, rehabilitation and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, construction, renovation, rehabilitation and equipping of the Facility, and (iii) all equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility; and

WHEREAS, the Company has agreed to lease the Land and the Improvements to the Agency pursuant to a certain Company Lease Agreement, dated as of December 1, 2012 (the "**Company Lease Agreement**"), by and between the Company and the Agency; and

WHEREAS, the Agency has agreed to sublease the Land and the Improvements and lease the Equipment to the Company pursuant to a certain Lease Agreement, dated as of December 1, 2012 (the “**Lease Agreement**”), by and between the Company and the Agency; and

WHEREAS, the Company has further agreed to sub-sublease the Land and the Improvements and sublease the Equipment to the Sublessee pursuant to a certain Sublease Agreement, dated as of December 1, 2012 (the “**Sublease Agreement**”), by and between the Company and the Sublessee;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties mutually agree as follows:

The Company hereby leases the Facility (described in Exhibit A attached hereto) to the Agency for the annual rent of \$1.00 for a term commencing on the Closing Date and terminating at 11:59 p.m. on December 31, 2023 (the “**Termination Date**”).

This Company Lease shall terminate on the earliest of (i) the Termination Date, (ii) the termination of the Lease Agreement pursuant to Article X or Article XI thereof; and (iii) any other termination of the Lease Agreement.

The Company agrees to keep, perform and observe, from and after the date hereof, all of the terms, covenants, conditions, obligations and other provisions contained in the Lease Agreement. The Company agrees further that it shall indemnify, defend and hold harmless the Agency from and against all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, actions or proceedings and attorneys’ fees arising out of or in connection with the Lease Agreement or this Company Lease and shall defend the Agency in any suit, action or proceeding, including appeals, for personal injury to, or death of, any person or persons, or for any loss of or damage to property of persons, or for other claims arising out of the acts or omissions of the Company or any of its members, officers, directors, agents or employees. The foregoing indemnitees shall include all expenses incurred by the Agency, including, without limitation, reasonable attorneys’ fees to enforce this Company Lease, the Lease Agreement or any other document to which the Company and the Agency are parties, and with respect to third party claims.

The Agency, for itself and its successors and assigns, hereby agrees to lease the Facility from the Company on the terms and conditions contained herein.

The Company and the Agency acknowledge that the Agency will sublease the Facility to the Company pursuant to the Lease Agreement. The Company and the Agency agree that while this Company Lease and the Lease Agreement remain in full force and effect, (i) there shall be no merger of the Company’s leasehold estate in the Land and Improvements and the Company’s subleasehold estate in the Land and Improvements created under the Lease Agreement; and (ii) the Agency shall continue to have, use and enjoy the leasehold estate in the Land and Improvements created under this Company Lease.

All notices, requests or consents provided for or permitted to be given under this Company Lease must be in writing and shall be effective (i) on actual receipt by the

addressee if personally delivered (including delivery against a written receipt by an internationally recognized courier) to the addresses below, or (ii) on transmission (with written confirmation of receipt, whether from the transmitter's equipment or otherwise) to the addressee if transmitted by facsimile during normal business hours of the addressee on a Business Day (or if transmitted outside of such hours, as of the opening of business of the addressee on the next Business Day):

To the Agency:

Town of Hempstead Industrial Development Agency
350 Front Street, 2nd Floor
Hempstead, New York 11550-4037
Attention: Executive Director and Chief Executive Officer

With a copy to:

Ryan, Brennan & Donnelly LLP
131 Tulip Avenue
Floral Park, New York 11001
Attention: John E. Ryan, Esq.

The Company:

Dover Freeport LLC
11 Skyline Drive
Plainview, New York 11803
Attention: Isaac Yamali, Managing Member

With a copy to:

Ruskin Moscou Faltischek PC
1425 RXR Plaza, East Tower, 15th Floor
Uniondale, New York 11556
Attention: Eric Rubenstein, Esq.

Either party may change the address, telephone number or fax number to which notices are to be directed by notice to the other party in the manner specified above.

If a party hereto determines in its reasonable discretion that any further instruments or other actions are necessary or desirable to carry out the terms of this Company Lease, the other party shall, at the Company's sole cost and expense, execute and deliver all such instruments and take all such actions, without additional consideration.

Capitalized terms used in this Company Lease and not otherwise defined in this Company Lease shall have the meanings assigned thereto in Schedule A to the Lease Agreement.

This Company Lease 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.


This Company Lease shall be governed exclusively by the applicable laws of the State of New York, without regard or reference to its conflict of laws principles.

This Company Lease and the conveyance made hereby shall be subject to the trust fund provisions of Section 13 of the Lien Law of the State.

(Remainder of Page Intentionally Left Blank – Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

DOVER FREEPORT LLC

By: 
Name: Isaac Yamali
Title: Managing Member

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

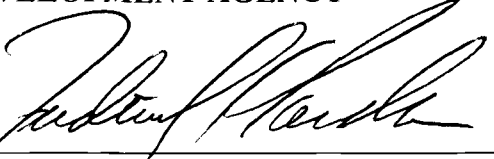
On the 20th day of December in the year 2012, before me, the undersigned, personally appeared **Isaac Yamali**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.


Notary Public

Edith M. Hongo
Notary Public for the State of New York
No. 02185
Qualified on 12/1/10
Commission Expires on 12/31/13

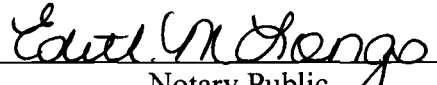
Company Lease Agreement
Signature Page 1 of 2


**TOWN OF HEMPSTEAD INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Frederick E. Parola
Title: Executive Director

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

On the 20th day of December in the year 2012, before me, the undersigned, personally appeared **Frederick E. Parola**, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.


Notary Public


Commission Expires September 10, 20 13

Company Lease Agreement
Signature Page 2 of 2

EXHIBIT A

Legal Description of Real Property

East Coast Abstract, Inc.
as authorized agent for:
Chicago Title Insurance Company
Schedule A Description

Underwriter No. 3511-0148-44358
Title Number ECA44358

Page 1

PARCEL I (LOTS 5 TO 11)

ALL that tract of parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Freeport, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of St. Johns Place distant 177.51 feet southerly (from the old line) (153.51 feet new line) from the corner formed by the intersection of the easterly side of St. Johns Place and the southerly side of Merrick Road;

RUNNING THENCE south 79 degrees 20 minutes east a distance of 180.88 feet (Tax Map 180.82 feet);

THENCE south 14 degrees 24 minutes 20 seconds west a distance of 67.38 feet;

THENCE north 66 degrees 09 minutes 40 seconds west a distance of 0.09 feet;

THENCE south 14 degrees 25 minutes west a distance of 32.86 feet;

THENCE south 14 degrees 27 minutes 26 seconds west a distance of 53.16 feet (south 14 degrees 25 minutes west, 53.17 feet deed);

THENCE north 81 degrees 58 minutes west a distance of 20.76 feet;

THENCE south 10 degrees 40 minutes west a distance of 196.00 feet;

THENCE north 79 degrees 20 minute west a distance of 150.00 feet to the easterly side of St. John Place;

THENCE north 10 degrees 40 minutes east along the easterly side of St. Johns Place a distance of 350 feet to the point or place of BEGINNING.

Said premises being known as SECTION 62 BLOCK 35 LOTS 5-11

East Coast Abstract, Inc.
as authorized agent for:
Chicago Title Insurance Company
Schedule A Description - continued

Underwriter No. 3511-0148-44358

Title Number ECA44358

Page 2

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Freeport, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Maple Place distant 425.00 feet northerly from the corner formed by the intersection of the westerly side of Maple Place and the northerly side of Mill Road;

RUNNING THENCE north 80 degrees 12 minutes west 125.00 feet;

RUNNING THENCE north 9 degrees 48 minutes east 21.00 feet;

RUNNING THENCE south 82 degrees 50 minutes east 20.76 feet;

RUNNING THENCE north 13 degrees 35 minutes 25 seconds east 53.17 feet;

RUNNING THENCE north 13 degrees 33 minutes east 32.78 feet;

RUNNING THENCE south 67 degrees 01 minutes east 175.00 feet;

RUNNING THENCE south 14 degrees 06 minutes 25 seconds west 38.48 feet;

RUNNING THENCE north 82 degrees 40 minutes 30 seconds west 68.97 feet; and

RUNNING THENCE south 9 degrees 48 minutes west 26.46 feet to the point or place of BEGINNING.

Said premises being known as SECTION 62 BLOCK 35 LOTS 25 AND 322

East Coast Abstract, Inc.
as authorized agent for:
Chicago Title Insurance Company
Schedule A Description - continued

Underwriter No. 3511-0148-44358
Title Number ECA44358

Page 3

OVERALL 11/20/2012

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Freeport, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of St. Johns Place (Raynor Avenue) distant 153.51 feet southerly from the corner formed by the intersection of the said easterly side of St. Johns Place with the southerly side of Merrick Road (Fulton Street) as widened.

RUNNING THENCE south 80 degrees 12 minutes 00 seconds 180.88 feet;

THENCE south 13 degrees 32 minutes 10 seconds west 67.38 feet to a point;

THENCE north 67 degrees 01 minutes 00 seconds west 0.09 feet to a point;

THENCE south 13 degrees 33 minutes 00 seconds west 0.08 feet to a point;

THENCE south 67 degrees 01 minutes 00 seconds east 175.00 feet to a point in the westerly line of Tax Lot 338;

THENCE south 14 degrees 06 minutes 25 seconds west 38.48 feet;

THENCE north 82 degrees 40 minutes 30 seconds west and partly along the northerly line of Maple Place to the westerly line or northwest corner of Maple Place 68.97 feet;

THENCE south 09 degrees 48 minutes 00 seconds west along the westerly side of Maple Place 26.46 feet to a point distant 425.00 feet northerly from the corner formed by the intersection of the westerly side of Maple Place, with the northerly side of Mill Road;

THENCE north 80 degrees 12 minutes 00 seconds west 125.00 feet;

THENCE south 09 degrees 48 minutes 00 west 175.00 feet;

THENCE north 80 degrees 12 minutes 00 seconds west 150.00 feet to the easterly side of St. Johns Place and

Continued On Next Page

East Coast Abstract, Inc.
as authorized agent for:
Chicago Title Insurance Company
Schedule A Description - continued

Underwriter No. **3511-0148-44358**
Title Number **ECA44358**

Page **4**

RUNNING THENCE north 09 degrees 48 minutes 00 seconds east along to the easterly side of St. Johns Place 350.00 feet to the point or place of BEGINNING.

DOVER FREEPORT LLC

and

DOVER GOURMET CORP.

to

TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY
(TOWN OF HEMPSTEAD, NEW YORK)

RECAPTURE AGREEMENT

Dated as of December 1, 2012

Town of Hempstead Industrial Development Agency
(Dover Freeport LLC/Dover Gourmet Corp. 2012 Facility)

Section: 62
Block: 35
Lots: 5 (5-11), 25 (322)

Record and return to:
Nixon Peabody LLP
1300 Clinton Square
Rochester, New York 14604
Attention: Barry Carrigan, Esq.

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT, made and entered into as of December 1, 2012 (this "**Recapture Agreement**"), is from DOVER FREEPORT LLC, a limited liability company duly organized and validly existing under the laws of the State of New York, having an office at 11 Skyline Drive, Plainview, New York 11803 (the "**Company**") and DOVER GOURMET CORP., a business corporation organized and existing under the laws of the State of New York, having an office at 11 Skyline Drive, Plainview, New York 11803, (the "**Sublessee**") to the TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 350 Front Street, 2nd Floor, Hempstead, New York 11550 (the "**Agency**").

W I T N E S S E T H :

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York;

WHEREAS, the aforesaid act authorizes the creation of industrial development agencies for the Public Purposes of the State of New York (the "**State**");

WHEREAS, the aforesaid act further authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, reconstruct, renovate, refurbish, equip, lease, sell and dispose of land and any building or other improvement, and all real and personal property, including but not limited to, machinery and equipment deemed necessary in connection therewith, whether now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, recreation or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living;

WHEREAS, pursuant to and in accordance with the provisions of the aforesaid act and Chapter 529 of the Laws of 1971 of the State, as amended (collectively, the "**Act**"), the Agency was created and is empowered to undertake the providing, financing and leasing of the Facility defined below;

WHEREAS, the Agency has agreed to assist the Company in the acquisition of land located at 27 St. John's Place and the adjacent property located at 8 Maple Place, each in the Village of Freeport, Town of Hempstead, Nassau County, New York, totaling approximately 1.6 acres (the "**Land**"), and the construction, renovation and equipping of an approximately 22,500 square foot one-story building located thereon, together with improvements, structures and other related facilities attached to the Land (collectively, the "**Improvements**" and "**Equipment**") all to be leased by the Agency to the Company for further sublease by the Company to, and used by the Sublessee, in the manufacturing, sales, and distribution of food service establishments, 1400 vending machines, a beach club and catering facility (the Land, Improvements and Equipment are collectively, the "**Facility**"); including the following, as they relate to the acquisition, construction, renovation and equipping of such Facility,

whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, construction, renovation, rehabilitation and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, construction, renovation, rehabilitation and equipping of the Facility, and (iii) all equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility;

WHEREAS, the Company has agreed to lease the Land and the Improvements to the Agency pursuant to a certain Company Lease Agreement, dated as of December 1, 2012 (the "**Company Lease Agreement**"), by and between the Company and the Agency;

WHEREAS, the Agency has agreed to sublease the Land and the Improvements and lease the Equipment to the Company pursuant to a certain Lease Agreement, dated as of December 1, 2012 (the "**Lease Agreement**"), by and between the Company and the Agency;

WHEREAS, the Company has further agreed to sub-sublease the Land and the Improvements and sublease the Equipment to the Sublessee pursuant to a certain Sublease Agreement, dated as of December 1, 2012 (the "**Sublease Agreement**"), by and between the Company and the Sublessee; and

WHEREAS, in order to define the Company's and the Sublessee's obligations regarding payments-in-lieu-of taxes with respect to the Facility, the Agency, the Company and the Sublessee will enter into a Payment-in-Lieu-of-Tax Agreement, dated as of December 1, 2012 (the "**PILOT Agreement**"), by and among the Agency, the Company and the Sublessee;

WHEREAS, the Agency has conferred on the Company and the Sublessee in connection with the acquisition, renovation, equipping, financing and lease of the Facility certain benefits, tax exemptions and other financial assistance more particularly described in Section 1(c) hereof, consisting of, among other things, sales and use tax exemptions on the acquisition, renovation, rehabilitation and equipping of the Facility and real property tax abatements (pursuant to the PILOT Agreement), and, if requested, mortgage recording tax exemptions; and

WHEREAS, the Agency requires, as a condition and as an inducement for it to enter into the transactions contemplated by the PILOT Agreement and the Lease Agreement, that the Company and the Sublessee provide assurances with respect to the recapture of benefits granted under the PILOT Agreement, the Lease Agreement and the other Agency agreements on the terms herein set forth.

AGREEMENT

1. Recapture of Agency Benefits (a) It is understood and agreed by the parties hereto that the Agency is entering into the PILOT Agreement and the Lease Agreement in order to provide financial assistance to the Company and the Sublessee for the Facility and to accomplish the public purposes of the Act. In consideration therefor, the Company and the Sublessee hereby agree as follows:

- (i) If there shall occur a Recapture Event after December 20, 2012, but on or before December 31, 2015, the Company and/or the Sublessee shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, one hundred percent (100%) of the Recaptured Benefits (as defined below);
- (ii) If there shall occur a Recapture Event after January 1, 2016 but on or before December 31, 2017, the Company and/or the Sublessee shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, seventy-five percent (75%) of the Recaptured Benefits;
- (iii) If there shall occur a Recapture Event after January 1, 2018 but on or before December 31, 2019, the Company and/or the Sublessee shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, fifty percent (50%) of the Recaptured Benefits;
- (iv) If there shall occur a Recapture Event after January 1, 2020 but on or before December 31, 2022, the Company and/or the Sublessee shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, twenty-five percent (25%) of the Recaptured Benefits; and
- (v) If there shall occur a Recapture Event after December 31, 2022, the Company and/or the Sublessee shall not be obligated to pay to the Agency, or to the State of New York, any of the Recaptured Benefits; and

(b) The term "Recaptured Benefits" shall mean all direct monetary benefits, tax exemptions and other financial assistance, if any, derived solely from the Agency's participation in the transaction contemplated by the PILOT Agreement, the Sales Tax Letter, dated the Closing Date delivered by the Agency to the Company and the Sublessee (the "**Sales Tax Letter**") and the Lease Agreement including, but not limited to, the amount equal to 100% of any exemption from any applicable mortgage recording tax with respect to the Facility on mortgages granted by the Agency, sales or use tax exemptions and real property tax abatements granted under the PILOT Agreement which amounts from time to time shall be payable directly to the Agency or to any party or parties at the direction of the Agency.

(c) The term “Recapture Event” shall mean any of the following events:

(1) A default by the Company and/or the Sublessee under the PILOT Agreement (other than as described in clause 8 below) which remains uncured beyond any applicable notice and/or grace period, if any, provided thereunder; or

(2) A default by the Company under the Lease Agreement (other than as described in clause 8 below) or the occurrence and continuation of an Event of Default under the Lease Agreement which remains uncured beyond any applicable notice and/or grace period, if any, provided thereunder; or

(3) The Facility shall cease to be a “project” within the meaning of the Act, as in effect on the Closing Date through the act or omission of the Company and/or the Sublessee.

(4) The sale (other than pursuant to an assignment of the Lease Agreement as approved by the Agency pursuant to Section 9.3 of the Lease Agreement) or closure of the Facility and/or departure of the Company and/or the Sublessee from the Town of Hempstead, except as due to casualty, condemnation or force majeure as provided below.

(5) Failure of the Company and/or the Sublessees to create or cause to be maintained the number of FTE jobs at the Facility as defined in Section 8.13 of the Lease Agreement, which failure is not reflective of the business conditions of the Company and/or the Sublessees or the subtenants of the Company, including without limitation loss of major sales, revenues, distribution or other adverse business developments and/or local, national or international economic conditions, trade issues or industry wide conditions. It is further provided that the Company may not actually provide the FTEs at the Facility, but rather shall sublease the Facility to the Sublessees, and that the Company’s obligation with regard to creating or causing to be maintained FTEs includes (a) using all reasonable efforts to lease up the Facility, and (b) including provisions in all subleases requiring any subtenants to comply with the provisions of the Lease Agreement applicable to them. Notwithstanding anything to the contrary provided herein, it is further provided that the failure of the Sublessees to create or maintain the number of FTEs at the Facility will result in a Recapture Event.

(6) Any significant deviations from the information and data provided to the Agency in the Company’s application for assistance which would constitute a significant diminution of the Company and/or the Sublessee activities in, or commitment to, the Town of Hempstead.

(7) Provided, however, except as provided in clause 1(c)(5) above, if a Recapture Event has occurred due solely to the failure of the Company and/or the Sublessees to create or cause to be maintained the number of FTEs at the Facility as provided in Section 8.13 to the Lease Agreement in any Tax Year but the Company and/or the Sublessees has created or caused to be maintained at least 80% of such required number of FTEs for such Tax Year, then in lieu of recovering the Recaptured Benefits provided above, the Agency may, in its sole discretion, adjust the payments due under the PILOT Agreement on a pro rata basis so that the amount payable under the PILOT Agreement will be adjusted upward

retroactively for such Tax Year by the same percentage as the percentage of FTEs that are below the required FTE level for such Tax Year. Such adjustments to payments due under the PILOT Agreement may be made each Tax Year until such time as the Company and/or the Sublessee has complied with the required number of FTEs pursuant to Exhibit A to the PILOT Agreement.

(8) Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or part of the Facility, or (ii) the inability of the Company and/or the Sublessee after the Facility shall have been destroyed or damaged in whole or in part (such occurrence a “**Loss Event**”) to rebuild, repair, restore or replace the Facility to substantially its condition prior to such Loss Event, which inability shall have arisen in good faith on the part of the Company and/or the Sublessee or any of their respective affiliates so long as the Company and/or the Sublessee or any of their respective affiliates have diligently and in good faith using commercially reasonable efforts pursued the rebuilding, repair, restoration or replacement of the Facility or part thereof.

(d) The Company and the Sublessee covenant and agree to furnish the Agency with written notification (i) within thirty (30) days of the end of each Tax Year, the number of FTEs located at the Facility for such Tax Year, and (ii) within thirty (30) days of actual notice thereof, notice of any facts or circumstances which would materially likely lead to a Recapture Event or constitute a Recapture Event hereunder. The Agency shall notify the Company and the Sublessee within thirty (30) days of the occurrence of a Recapture Event hereunder, which notification shall set forth the terms of such Recapture Event.

(e) In the event any payment owing by the Company and/or the Sublessee under this Section shall not be paid on demand by the Agency, such payment shall bear interest from the date of such demand at a rate equal to one percent (1%) plus the Prime Rate, but in no event at a rate higher than the maximum lawful prevailing rate, until the Company and/or the Sublessee shall have made such payment in full, together with such accrued interest to the date of payment, to the Agency (except as otherwise specified above).

(f) The Agency shall be entitled to deduct all reasonable out of pocket expenses of the Agency, including without limitation, legal fees, incurred with the recovery of all amounts due under this Recapture Agreement, from amounts received by the Agency pursuant to this Recapture Agreement.

2. Obligations Unconditional.

(a) The obligations of the Company and the Sublessee under this Recapture Agreement shall be absolute and unconditional and shall remain in full force and effect until the PILOT Agreement and the Lease Agreement have expired or been terminated or the Lease Agreement has been assigned with the consent of the Agency, and such obligations shall not be affected, modified or impaired by any state of facts or the happening from time to time of any event, whether or not with notice to or the consent of the Company or the Sublessee.

(b) It is hereby expressly agreed that the Company's obligations under this Recapture Agreement are not limited in any manner, and the Company shall be liable for the payment of all recapture amounts with respect to the entire Facility.

(c) It is hereby expressly agreed that the Sublessee's obligations under this Recapture Agreement are not limited in any manner, and the Sublessee shall be liable for the payment of all recapture amounts with respect to the entire Facility.

(d) The Company, the Sublessee and the Agency hereby agree that the obligations and liabilities of the Company and the Sublessee hereunder are the absolute and unconditional obligations and liabilities of the Company and the Sublessee and not the obligations and liabilities of any officer, director or employee of the Company or the Sublessee and that no officer, director or employee of the Company or the Sublessee shall have any obligation or liability hereunder, except arising in connection with the gross negligence, recklessness, willful, misconduct or criminal activity of such officer, director or employee of the Company and/or the Sublessee.

3. Condition to Reconveyance of Facility. The parties hereto agree that the Agency shall have no obligations to re-convey the Facility to the Company pursuant to the Lease Agreement until all payments to the Agency and the Town under Sections 5.3, 11.2 and 11.3 of the Lease Agreement, under the PILOT Agreement and hereunder have been paid in full. If such payments are not paid in full by the Company and/or the Sublessee within sixty (60) days of the date when due and owing, then the Agency shall offer the Facility for sale pursuant to the Agency's Real Property Disposition Policy adopted pursuant to the Public Authorities Accountability Act.

4. Recordation of Recapture Agreement. The parties hereto agree that this Recapture Agreement shall be recorded as a lien against the Facility and as a covenant and restriction running with the Land until this Recapture Agreement has been discharged by the Agency or the Facility re-conveyed to the Company.

5. Terms Defined. All of the capitalized terms used in this Recapture Agreement and not otherwise defined herein shall have the meanings assigned thereto in the Schedule of Definitions attached to the Lease Agreement as Schedule A.

6. Directly or Indirectly. Where any provision in this Recapture Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

7. Survival. All warranties, representations, and covenants made by the Company and the Sublessee herein shall be deemed to have been relied upon by the Agency and shall survive the delivery of this Recapture Agreement to the Agency regardless of any investigation made by the Agency.

8. Binding Effect. This Recapture Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties.

9. Notices. All notices, certificates and other communications under this Recapture Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified mail, postage prepaid, return receipt requested, or by Federal Express, addressed as follows or to such other address as any party may specify in writing to the other:

To the Agency:

Town of Hempstead Industrial Development Agency
350 Front Street, 2nd Floor
Hempstead, New York 11550-4037
Attention: Executive Director and Chief Executive Officer

With a copy to:

Ryan, Brennan & Donnelly LLP
131 Tulip Avenue
Floral Park, New York 11001
Attention: John E. Ryan, Esq.

The Company:

Dover Freeport LLC
11 Skyline Drive
Plainview, New York 11803
Attention: Isaac Yamali, Managing Member

The Sublessee:

Dover Gourmet Corp.
11 Skyline Drive
Plainview, New York 11803
Attention: Isaac Yamali, President

With a copy to:

Ruskin Moscou Faltischek PC
1425 RXR Plaza, East Tower, 15th Floor
Uniondale, New York 11556
Attention: Eric Rubenstein, Esq.

A duplicate copy of each communication hereunder by the Company or the Agency shall be given to the Agency and the Lender, if any.

10. Entire Understanding; Counterparts. This Recapture Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Amendments. No amendment, change, modification, alteration or termination of this Recapture Agreement shall be made except in writing upon the written consent of the Company, the Sublessee and the Agency.

12. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Recapture Agreement or the application thereof shall not affect the validity or enforceability of the remaining portions of this Recapture Agreement or any part thereof.

13. Governing Law. This Recapture Agreement shall be governed by, and construed in accordance with, the laws of the State, without regard or reference to its conflict of laws principles.

14. Section Headings. The headings of the several Sections in this Recapture Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Recapture Agreement.

15. Consent. Where the consent of the Agency is required, such consent shall not be unreasonably withheld, delayed or conditioned.

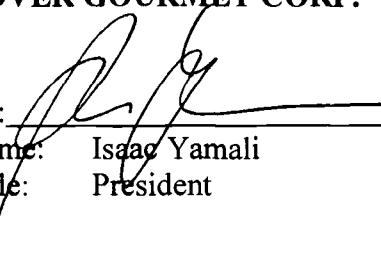
(Remainder of Page Intentionally Left Blank – Signature Pages Follow)

IN WITNESS WHEREOF, the Company and the Sublessee have caused this Recapture Agreement to be duly executed and delivered as of the day and year first above written.

DOVER FREEPORT LLC

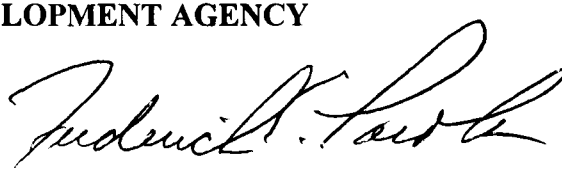
By: 
Name: Isaac Yamali
Title: Managing Member

DOVER GOURMET CORP.

By: 
Name: Isaac Yamali
Title: President


ACCEPTED:

**TOWN OF HEMPSTEAD INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Frederick E. Parola
Title: Executive Director and
Chief Executive Officer

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

On the 20th day of December in the year 2012, before me, the undersigned, personally appeared **Isaac Yamali**, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

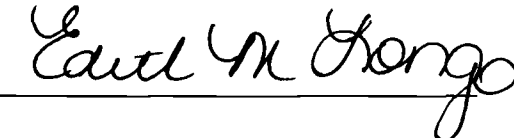


Notary Public

EUTH M. LONGO
Notary Public, State of New York
No. 01180662012
Qualified in Nassau County
Commission Expires September 10, 2013

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

On the 20th day of December in the year 2012, before me, the undersigned, personally appeared **Frederick E. Parola**, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.



Notary Public

EUTH M. LONGO
Notary Public, State of New York
No. 01180662012
Qualified in Nassau County
Commission Expires September 10, 2013

Recapture Agreement
Signature page 2 of 2

EXHIBIT A

REAL PROPERTY DESCRIPTION

East Coast Abstract, Inc.
as authorized agent for:
Chicago Title Insurance Company
Schedule A Description

Underwriter No. **3511-0148-44358**
Title Number **ECA44358**

Page **1**

PARCEL I (LOTS 5 TO 11)

ALL that tract of parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Freeport, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of St. Johns Place distant 177.51 feet southerly (from the old line) (153.51 feet new line) from the corner formed by the intersection of the easterly side of St. Johns Place and the southerly side of Merrick Road;

RUNNING THENCE south 79 degrees 20 minutes east a distance of 180.88 feet (Tax Map 180.82 feet);

THENCE south 14 degrees 24 minutes 20 seconds west a distance of 67.38 feet;

THENCE north 66 degrees 09 minutes 40 seconds west a distance of 0.09 feet;

THENCE south 14 degrees 25 minutes west a distance of 32.86 feet;

THENCE south 14 degrees 27 minutes 26 seconds west a distance of 53.16 feet (south 14 degrees 25 minutes west, 53.17 feet deed);

THENCE north 81 degrees 58 minutes west a distance of 20.76 feet;

THENCE south 10 degrees 40 minutes west a distance of 196.00 feet;

THENCE north 79 degrees 20 minute west a distance of 150.00 feet to the easterly side of St. John Place;

THENCE north 10 degrees 40 minutes east along the easterly side of St. Johns Place a distance of 350 feet to the point or place of BEGINNING.

Said premises being known as SECTION 62 BLOCK 35 LOTS 5-11

East Coast Abstract, Inc.
as authorized agent for:
Chicago Title Insurance Company
Schedule A Description - continued

Underwriter No. 3511-0148-44358
Title Number ECA44358

Page 2

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Freeport, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Maple Place distant 425.00 feet northerly from the corner formed by the intersection of the westerly side of Maple Place and the northerly side of Mill Road;

RUNNING THENCE north 80 degrees 12 minutes west 125.00 feet;

RUNNING THENCE north 9 degrees 48 minutes east 21.00 feet;

RUNNING THENCE south 82 degrees 50 minutes east 20.76 feet;

RUNNING THENCE north 13 degrees 35 minutes 25 seconds east 53.17 feet;

RUNNING THENCE north 13 degrees 33 minutes east 32.78 feet;

RUNNING THENCE south 67 degrees 01 minutes east 175.00 feet;

RUNNING THENCE south 14 degrees 06 minutes 25 seconds west 38.48 feet;

RUNNING THENCE north 82 degrees 40 minutes 30 seconds west 68.97 feet; and

RUNNING THENCE south 9 degrees 48 minutes west 26.46 feet to the point or place of BEGINNING.

Said premises being known as SECTION 62 BLOCK 35 LOTS 25 AND 322

East Coast Abstract, Inc.
as authorized agent for:
Chicago Title Insurance Company
Schedule A Description - continued

Underwriter No. 3511-0148-44358
Title Number ECA44358

Page 3

OVERALL 11/20/2012

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Freeport, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of St. Johns Place (Raynor Avenue) distant 153.51 feet southerly from the corner formed by the intersection of the said easterly side of St. Johns Place with the southerly side of Merrick Road (Fulton Street) as widened.

RUNNING THENCE south 80 degrees 12 minutes 00 seconds 180.88 feet;

THENCE south 13 degrees 32 minutes 10 seconds west 67.38 feet to a point;

THENCE north 67 degrees 01 minutes 00 seconds west 0.09 feet to a point;

THENCE south 13 degrees 33 minutes 00 seconds west 0.08 feet to a point;

THENCE south 67 degrees 01 minutes 00 seconds east 175.00 feet to a point in the westerly line of Tax Lot 338;

THENCE south 14 degrees 06 minutes 25 seconds west 38.48 feet;

THENCE north 82 degrees 40 minutes 30 seconds west and partly along the northerly line of Maple Place to the westerly line or northwest corner of Maple Place 68.97 feet;

THENCE south 09 degrees 48 minutes 00 seconds west along the westerly side of Maple Place 26.46 feet to a point distant 425.00 feet northerly from the corner formed by the intersection of the westerly side of Maple Place, with the northerly side of Mill Road;

THENCE north 80 degrees 12 minutes 00 seconds west 125.00 feet;

THENCE south 09 degrees 48 minutes 00 west 175.00 feet;

THENCE north 80 degrees 12 minutes 00 seconds west 150.00 feet to the easterly side of St. Johns Place and

Continued On Next Page

East Coast Abstract, Inc.
as authorized agent for:
Chicago Title Insurance Company
Schedule A Description - continued

Underwriter No. **3511-0148-44358**

Title Number **ECA44358**

Page **4**

RUNNING THENCE north 09 degrees 48 minutes 00 seconds east along to the easterly side of St. Johns Place 350.00 feet to the point or place of BEGINNING.