

Date: April 25, 2017

At a meeting of the Town of Islip Industrial Development Agency (the “Agency”), held at Islip Town Hall, 655 Main Street, Islip, New York on the 25th day of April, 2017 the following members of the Agency were:

Present: Chairwoman Carpenter
 Councilwoman Bergin Weichbrodt
 Councilwoman Mullen
 Councilman Flotteron
 Councilman Cochrane

Absent:

Also Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to acquisition of leasehold title to a certain industrial development facility more particularly described below (The Nature’s Bounty Co. Facility) and the leasing of the facility to The Nature’s Bounty Co.

The following resolution was duly moved, seconded, discussed and adopted with the following members voting:

Voting Aye

Voting Nay

Chairwoman Carpenter
Councilwoman Bergin Weichbrodt
Councilwoman Mullen
Councilman Flotteron
Councilman Cochrane

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ACQUISITION, RENOVATION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE APPOINTMENT OF THE NATURE'S BOUNTY CO., A BUSINESS CORPORATION, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF THE NATURE'S BOUNTY CO AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING, AS AGENT(S) OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, RENOVATING AND EQUIPPING CERTAIN INDUSTRIAL DEVELOPMENT FACILITIES AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as amended from time to time (collectively, the "**Act**"), the Town of Islip Industrial Development Agency (the "**Agency**") was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, The Nature's Bounty Co., a business corporation organized and existing under the laws of the State of Delaware, on behalf of itself and/or the principals of The Nature's Bounty Co. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "**Company**"), has applied to the Town of Islip Industrial Development Agency (the "**Agency**") to enter into a transaction in which the Agency will assist in:

- (a) the acquisition of an approximately 60.5 acre parcel of land located at 10 Vitamin Drive, Bayport, New York (the "**10 Vitamin Drive Land**") and the renovation and equipping of an existing approximately 161,500 square foot building located thereon (the "**10 Vitamin Drive Improvements**"; and, together with the 10 Vitamin Drive Land, the "**10 Vitamin Drive Facility**"), which 10 Vitamin Drive Facility will be leased by the Agency to the Company for use in its business of well-known vitamin and active nutrition products for manufacturing and a parking lot; and
- (b) the acquisition of an approximately 1.0 acre parcel of land located at 35 Vitamin Drive, Bayport, New York (the "**35 Vitamin Drive Land**") and the renovation and equipping of an existing approximately 12,000 square foot building located thereon (the "**35 Vitamin Drive Improvements**"; and, together with the 35 Vitamin Drive Land, the "**35 Vitamin Drive Facility**"),

which 35 Vitamin Drive Facility will be leased by the Agency to the Company in its business for the storage of well-known vitamin and active nutrition products; and

- (c) the acquisition of an approximately 2.52 acre parcel of land located at 60 Orville Drive, Bohemia, New York (the “**60 Orville Drive Land**”) and the renovation and equipping of an existing approximately 42,000 square foot building located thereon (the “**60 Orville Drive Improvements**”; and, together with the 60 Orville Drive Land, the “**60 Orville Drive Facility**”), which 60 Orville Drive Facility will be leased by the Agency to the Company for use as administrative office space in its business as a manufacturer and distributor of well-known vitamin and active nutrition products; and
- (d) the acquisition of an approximately 10.69 acre parcel of land located at 90 Orville Drive, Bayport, New York (the “**90 Orville Drive Land**”) and the renovation and equipping of an existing approximately 169,000 square foot building located thereon (the “**90 Orville Drive Improvements**”; and, together with the 90 Orville Drive Land, the “**90 Orville Drive Facility**”), which 90 Orville Drive Facility will be leased by the Agency to the Company for use in its business as administrative office space in the manufacturing and packaging location of well-known vitamin and active nutrition products; and
- (e) the acquisition of an approximately 3.9 acre parcel of land located at 105 Orville Drive, Bohemia, New York (the “**105 Orville Drive Land**”) and the renovation and equipping of an existing approximately 80,000 square foot building located thereon (the “**105 Orville Drive Improvements**”; and, together with the 105 Orville Drive Land, the “**105 Orville Drive Facility**”), which 105 Orville Drive Facility will be leased by the Agency to the Company for use in its business in the manufacturing of well-known vitamin and active nutrition products (approximately 2,500 square feet of the 105 Orville Drive Facility is used for retail space that is less than 10% of the total space of the 105 Orville Drive Facility); and
- (f) the acquisition of an approximately 4.9 acre parcel of land located at 115 Orville Drive, Bohemia, New York (the “**115 Orville Drive Land**”) and the renovation and equipping of an existing approximately 75,000 square foot building located thereon (the “**115 Orville Drive Improvements**”; and, together with the 115 Orville Drive Land, the “**115 Orville Drive Facility**”), which 115 Orville Drive Facility will be leased by the Agency to the Company for use in its business in the manufacturing and packaging of well-known vitamin and active nutrition products; and
- (g) the acquisition of an approximately 6.76 acre parcel of land located at 815 Grundy Avenue, Holbrook, New York (the “**815 Grundy Avenue Land**”) and the renovation and equipping of an existing approximately 108,000 square foot building located thereon (the “**815 Grundy Avenue Improvements**”; and, together with the 815 Grundy Avenue Land, the “**815 Grundy Avenue**

Facility”), which 815 Grundy Avenue Facility will be leased by the Agency to the Company for use in its business in the manufacturing and packaging of well-known vitamin and active nutrition products; and

- (h) the acquisition of an approximately 8.96 acre parcel of land located at 2100 Smithtown Avenue, Ronkonkoma, New York (the “**2100 Smithtown Avenue Land**”) and the renovation and equipping of an existing approximately 110,000 square foot building located thereon (the “**2100 Smithtown Avenue Improvements**”); and, together with the 2100 Smithtown Avenue Land, the “**2100 Smithtown Avenue Facility**”), which 2100 Smithtown Avenue Facility will be leased by the Agency to the Company for use as its global corporate headquarters and administrative offices in its business as a manufacturer and distributor of well-known vitamin and active nutrition products; and

(collectively, (a) thru (h) above, the “**Project**”), each of the facilities will be owned, operated and/or managed by the Company; and

WHEREAS, the 10 Vitamin Drive Land, the 35 Vitamin Drive Land, the 60 Orville Drive Land, the 90 Orville Drive Land, the 105 Orville Drive Land, 115 Orville Drive Land, the 815 Grundy Avenue Land and the 2100 Smithtown Avenue Land are collectively, the “**Land**”; and

WHEREAS, the 10 Vitamin Drive Improvements, the 35 Vitamin Drive Improvements, the 60 Orville Drive Improvements, the 90 Orville Drive Improvements, the 105 Orville Drive Improvements, 115 Orville Drive Improvements, the 815 Grundy Avenue Improvements and the 2100 Smithtown Avenue Improvements are collectively, the “**Improvements**”; and

WHEREAS, the 10 Vitamin Drive Facility, the 35 Vitamin Drive Facility, the 60 Orville Drive Facility, the 90 Orville Drive Facility, the 105 Orville Drive Facility, 115 Orville Drive Facility, the 815 Grundy Avenue Facility and the 2100 Smithtown Avenue Facility are collectively, the “**Facility**”; and

WHEREAS, the Agency will acquire a leasehold interest in the Facility, will sublease and lease the Facility to the Company, all pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as the same may be amended from time to time (collectively, the “**Act**”); and

WHEREAS, the Agency, by resolution duly adopted on March 21, 2017 (the “**Inducement Resolution**”), decided to proceed under the provisions of the Act; and

WHEREAS, the Agency will acquire a leasehold interest in the Land and Improvements pursuant to a certain Company Lease Agreement, dated as of May 1, 2017 or such other date as the Chairman, Executive Director, or Deputy Executive Director of the Agency and counsel to the Agency shall agree (the “**Company Lease**”), by and between the Company and the Agency; and

WHEREAS, the Agency will acquire title to the Equipment (as defined in the hereinafter defined Lease Agreement) pursuant to a certain Bill of Sale, dated the Closing Date (the “**Bill of Sale**”), from the Company to the Agency; and

WHEREAS, the Agency will sublease and lease the Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of May 1, 2017 or such other date as the Chairman, Executive Director, or Deputy Executive Director of the Agency and counsel to the Agency shall agree (the “**Lease Agreement**”), by and between the Agency and the Company; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company consistent with the policies of the Agency, in the form of (i) exemptions from sales and use taxes in an approximate amount not to exceed \$12,250,000, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (ii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibits A-1 thru Exhibit A-8 hereof); and

WHEREAS, the Agency has given due consideration to the application of the Company and to representations by the Company that the proposed transaction is necessary to maintain the competitive position of the Company in its industry; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the leasing of the Facility by the Agency to the Company.

NOW, THEREFORE, BE IT RESOLVED by the Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(b) The Facility constitutes a “project”, as such term is defined in the Act; and

(c) The acquisition, renovation and equipping of the Facility and the leasing and subleasing of the Facility to the Company will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Town of Islip, and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The acquisition, renovation and equipping of the Facility is reasonably necessary to induce the Company to maintain and expand their its business operations in the State of New York; and

(e) Based upon representations of the Company and counsel to the Company, the Facility conforms with the local zoning laws and planning regulations of the Town of Islip,

Suffolk County, and all regional and local land use plans for the area in which the Facility is located; and

(f) The Facility and the operations conducted therein do not have a significant effect on the environment, as determined in accordance with Article 8 of the Environmental Conservation Law of the State of New York and the regulations promulgated thereunder; and

(g) The Company Lease will be an effective instrument whereby the Agency leases the Land and the Improvements from the Company; and

(h) The Lease Agreement will be an effective instrument whereby the Agency leases and subleases the Facility to the Company, the Agency and the Company set forth the terms and conditions of their agreement regarding payments-in-lieu of taxes, the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will describe the circumstances in which the Agreement may recapture some or all of the benefits granted to the Company.

Section 2. The Agency has assessed all material information included in connection with the Company's application for financial assistance, including but not limited to, the cost-benefit analysis prepared by the Agency and such information has provided the Agency a reasonable basis for its decision to provide the financial assistance described herein to the Company.

Section 3. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Land and the Improvements from the Company pursuant to the Company Lease, (ii) execute, deliver and perform the Company Lease, (iii) sublease and lease the Facility to the Company pursuant to the Lease Agreement, and (iv) execute, deliver and perform the Lease Agreement.

Section 4. The Agency is hereby authorized to acquire the real property and personal property described in Exhibit A and Exhibit B, respectively, to the Lease Agreement, and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 5. The Agency is hereby authorized to acquire the Facility and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 6. In connection with the Facility the Agency hereby authorizes and approves the following economic benefits to be granted to the Company in connection with the acquisition, renovation and equipping of the Facility in the form of the Agency (i) exemptions from sales and use taxes in an amount not to exceed \$12,250,000, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (ii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof), consistent with the policies of the Agency.

Section 7. Subject to the provisions of this resolution, the Company is herewith and hereby appointed the agent of the Agency to acquire, renovate and equip the Facility. The Company is hereby empowered to delegate its status as agent of the Agency to its agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company may choose in order to acquire, renovate and equip the Facility. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company as agent of the Agency solely for purposes of making sales or leases of goods, services and supplies to the Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor or supplier, and the Company, as agent of the Agency, shall be deemed to be on behalf of the Agency and for the benefit of the Facility. This agency appointment expressly excludes the purchase by the Company of any motor vehicles, including any cars, trucks, vans or buses which are licensed by the Department of Motor Vehicles for use on public highways or streets. The Company shall indemnify the Agency with respect to any transaction of any kind between and among the agents, subagents, contractors, subcontractors, materialmen, vendors and/or suppliers and the Company, as agent of the Agency. The aforesaid appointment of the Company as agents of the Agency to acquire, renovate and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) a date which the Agency designates, or (c) the date on which the Company has received exemptions from sales and use taxes for the Facility in an amount not to exceed \$12,250,000, in connection with the purchase or lease of equipment, building materials, services or other personal property; provided however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time. The aforesaid appointment of the Company is subject to the execution of the documents contemplated by this resolution

Section 8. The Company hereby agrees to comply with Section 875 of the Act. The Company further agrees that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company as agents of the Agency pursuant to this Authorizing Resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act.

Section 9. The form and substance of the Transaction Documents to which the Agency is a party (each in substantially the forms presented to or approved by the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved.

Section 10.

(a) The Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Company Lease and the Lease Agreement, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the “Agency

Documents”). The execution thereof by the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 11. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 12. This resolution shall take effect immediately.

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

I, the undersigned Secretary of the Town of Islip Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Islip Industrial Development Agency (the “Agency”), including the resolutions contained therein, held on the 25th day of April, 2017, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the Agency Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given to the public and the news media in accordance with the New York Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, that all members of said Agency had due notice of said meeting and that the meeting was all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 25th day of April, 2017.

By: 
Assistant Secretary

EXHIBIT A-1

Proposed PILOT Benefits for The Nature's Bounty Co.

Formula for payments-in-lieu-of-taxes: Town of Islip (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Bayport-Blue Point Union School District, Suffolk County and Appropriate Special Districts

Definitions:

Normal Tax Due = Those payments for taxes and assessments, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Islip (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Bayport-Blue Point Union School District, Suffolk County which are or may be imposed for special improvements or special district improvements, that the Company would pay without exemption

10 Vitamin Dr., Bayport, New York 11705

Formula: 10-year abatement starting at 80% decreasing 8% annually

Tax Year

2018/19	100% normal tax on the taxable assessed value of \$286,480
2019/20	100% normal tax on the taxable assessed value of \$401,072
2020/21	100% normal tax on the taxable assessed value of \$515,664
2021/22	100% normal tax on the taxable assessed value of \$630,256
2022/23	100% normal tax on the taxable assessed value of \$744,848
2023/24	100% normal tax on the taxable assessed value of \$859,440
2024/25	100% normal tax on the taxable assessed value of \$974,032
2025/26	100% normal tax on the taxable assessed value of \$1,088,624
2026/27	100% normal tax on the taxable assessed value of \$1,203,216
2027/28	100% normal tax on the taxable assessed value of \$1,317,808
2028/29	and beyond 100% normal tax on the full assessed value

EXHIBIT A-2

Proposed PILOT Benefits for The Nature's Bounty Co.

Formula for payments-in-lieu-of-taxes: Town of Islip (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Bayport-Blue Point Union Free School District, Suffolk County and Appropriate Special Districts

Definitions:

Normal Tax Due = Those payments for taxes and assessments, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Islip (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Bayport-Blue Point Union Free School District, Suffolk County which are or may be imposed for special improvements or special district improvements, that the Company would pay without exemption

35 Vitamin Dr., Bayport, New York 11705

Formula: 10-year abatement starting at 80% decreasing 8% annually

Tax Year

2018/19 100% normal tax on the taxable assessed value of \$25,060
2019/20 100% normal tax on the taxable assessed value of \$35,084
2020/21 100% normal tax on the taxable assessed value of \$45,108
2021/22 100% normal tax on the taxable assessed value of \$55,132
2022/23 100% normal tax on the taxable assessed value of \$65,156
2023/24 100% normal tax on the taxable assessed value of \$75,180
2024/25 100% normal tax on the taxable assessed value of \$85,204
2025/26 100% normal tax on the taxable assessed value of \$95,228
2026/27 100% normal tax on the taxable assessed value of \$105,252
2027/28 100% normal tax on the taxable assessed value of \$115,276
2028/29 and beyond 100% normal tax on the full assessed value

EXHIBIT A-3

Proposed PILOT Benefits for The Nature's Bounty Co.

Formula for payments-in-lieu-of-taxes: Town of Islip (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Connetquot School District, Suffolk County and Appropriate Special Districts

Definitions:

Normal Tax Due = Those payments for taxes and assessments, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Islip (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Connetquot School District, Suffolk County which are or may be imposed for special improvements or special district improvements, that the Company would pay without exemption

60 Orville Dr., Bohemia, New York 11716

Formula: 10-year abatement starting at 80% decreasing 8% annually

Tax Year

2018/19 100% normal tax on the taxable assessed value of \$94,680
2019/20 100% normal tax on the taxable assessed value of \$132,552
2020/21 100% normal tax on the taxable assessed value of \$170,424
2021/22 100% normal tax on the taxable assessed value of \$208,296
2022/23 100% normal tax on the taxable assessed value of \$246,168
2023/24 100% normal tax on the taxable assessed value of \$284,040
2024/25 100% normal tax on the taxable assessed value of \$321,912
2025/26 100% normal tax on the taxable assessed value of \$359,784
2026/27 100% normal tax on the taxable assessed value of \$397,656
2027/28 100% normal tax on the taxable assessed value of \$435,528
2028/29 and beyond 100% normal tax on the full assessed value

EXHIBIT A-4

Proposed PILOT Benefits for The Nature's Bounty Co.

Formula for payments-in-lieu-of-taxes: Town of Islip (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Connetquot School District, Suffolk County and Appropriate Special Districts

Definitions:

Normal Tax Due = Those payments for taxes and assessments, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Islip (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Connetquot School District, Suffolk County which are or may be imposed for special improvements or special district improvements, that the Company would pay without exemption

90 Orville Dr., Bohemia, New York 11716

Formula: 10-year abatement starting at 80% decreasing 8% annually

Tax Year

2018/19	100% normal tax on the taxable assessed value of \$249,000
2019/20	100% normal tax on the taxable assessed value of \$348,600
2020/21	100% normal tax on the taxable assessed value of \$448,200
2021/22	100% normal tax on the taxable assessed value of \$547,800
2022/23	100% normal tax on the taxable assessed value of \$647,400
2023/24	100% normal tax on the taxable assessed value of \$747,000
2024/25	100% normal tax on the taxable assessed value of \$846,600
2025/26	100% normal tax on the taxable assessed value of \$946,200
2026/27	100% normal tax on the taxable assessed value of \$1,045,800
2027/28	100% normal tax on the taxable assessed value of \$1,145,400
2028/29	and beyond 100% normal tax on the full assessed value

EXHIBIT A-5

Proposed PILOT Benefits for The Nature's Bounty Co.

Formula for payments-in-lieu-of-taxes: Town of Islip (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Connetquot School District, Suffolk County and Appropriate Special Districts

Definitions:

Normal Tax Due = Those payments for taxes and assessments, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Islip (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Connetquot School District, Suffolk County which are or may be imposed for special improvements or special district improvements, that the Company would pay without exemption

105 Orville Dr., Bohemia, New York 11716

Formula: 10-year abatement starting at 80% decreasing 8% annually

Tax Year

2018/19 100% normal tax on the taxable assessed value of \$123,360
2019/20 100% normal tax on the taxable assessed value of \$172,704
2020/21 100% normal tax on the taxable assessed value of \$222,048
2021/22 100% normal tax on the taxable assessed value of \$271,392
2022/23 100% normal tax on the taxable assessed value of \$320,736
2023/24 100% normal tax on the taxable assessed value of \$370,080
2024/25 100% normal tax on the taxable assessed value of \$419,424
2025/26 100% normal tax on the taxable assessed value of \$468,768
2026/27 100% normal tax on the taxable assessed value of \$518,112
2027/28 100% normal tax on the taxable assessed value of \$567,456
2028/29 and beyond 100% normal tax on the full assessed value

EXHIBIT A-6

Proposed PILOT Benefits for The Nature's Bounty Co.

Formula for payments-in-lieu-of-taxes: Town of Islip (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Connetquot School District, Suffolk County and Appropriate Special Districts

Definitions:

Normal Tax Due = Those payments for taxes and assessments, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Islip (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Connetquot School District, Suffolk County which are or may be imposed for special improvements or special district improvements, that the Company would pay without exemption

115 Orville Dr., Bohemia, New York 11716

Formula: 10-year abatement starting at 80% decreasing 8% annually

Tax Year

2018/19	100% normal tax on the taxable assessed value of \$118,340
2019/20	100% normal tax on the taxable assessed value of \$165,676
2020/21	100% normal tax on the taxable assessed value of \$213,012
2021/22	100% normal tax on the taxable assessed value of \$260,348
2022/23	100% normal tax on the taxable assessed value of \$307,684
2023/24	100% normal tax on the taxable assessed value of \$355,020
2024/25	100% normal tax on the taxable assessed value of \$402,356
2025/26	100% normal tax on the taxable assessed value of \$449,692
2026/27	100% normal tax on the taxable assessed value of \$497,028
2027/28	100% normal tax on the taxable assessed value of \$544,364
2028/29	and beyond 100% normal tax on the full assessed value

EXHIBIT A-7

Proposed PILOT Benefits for The Nature's Bounty Co.

Formula for payments-in-lieu-of-taxes: Town of Islip (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Sachem Central School District, Suffolk County and Appropriate Special Districts

Definitions:

Normal Tax Due = Those payments for taxes and assessments, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Islip (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Sachem Central School District, Suffolk County which are or may be imposed for special improvements or special district improvements, that the Company would pay without exemption

815 Grundy Ave., Holbrook New York 11741

Formula: 10-year abatement starting at 80% decreasing 8% annually

Tax Year

2018/19 100% normal tax on the taxable assessed value of \$147,380
2019/20 100% normal tax on the taxable assessed value of \$206,332
2020/21 100% normal tax on the taxable assessed value of \$265,284
2021/22 100% normal tax on the taxable assessed value of \$324,236
2022/23 100% normal tax on the taxable assessed value of \$383,188
2023/24 100% normal tax on the taxable assessed value of \$442,140
2024/25 100% normal tax on the taxable assessed value of \$501,092
2025/26 100% normal tax on the taxable assessed value of \$560,044
2026/27 100% normal tax on the taxable assessed value of \$618,996
2027/28 100% normal tax on the taxable assessed value of \$677,948
2028/29 and beyond 100% normal tax on the full assessed value

EXHIBIT A-8

Proposed PILOT Benefits for The Nature's Bounty Co.

Formula for payments-in-lieu-of-taxes: Town of Islip (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Connetquot School District, Suffolk County and Appropriate Special Districts

Definitions:

Normal Tax Due = Those payments for taxes and assessments, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Islip (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Connetquot School District, Suffolk County which are or may be imposed for special improvements or special district improvements, that the Company would pay without exemption

2100 Smithtown Ave., Ronkonkoma New York 11779

Formula: 10-year abatement starting at 80% decreasing 8% annually

Tax Year

2018/19 100% normal tax on the taxable assessed value of \$198,840
2019/20 100% normal tax on the taxable assessed value of \$278,376
2020/21 100% normal tax on the taxable assessed value of \$357,912
2021/22 100% normal tax on the taxable assessed value of \$437,448
2022/23 100% normal tax on the taxable assessed value of \$516,984
2023/24 100% normal tax on the taxable assessed value of \$596,520
2024/25 100% normal tax on the taxable assessed value of \$676,056
2025/26 100% normal tax on the taxable assessed value of \$755,592
2026/27 100% normal tax on the taxable assessed value of \$835,128
2027/28 100% normal tax on the taxable assessed value of \$914,664
2028/29 and beyond 100% normal tax on the full assessed value