

SATIN REALTY ASSOCIATES, LLC,

SATIN FINE FOODS INC.

AND

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

LEASE AGREEMENT

Dated as of:
April 1, 2011

Tax Map Number:
113-1-2.2

LEASE AGREEMENT
(Company to Agency)

THIS LEASE AGREEMENT, dated as of April 1, 2011 (the "Lease Agreement"), is by and between **SATIN REALTY ASSOCIATES, LLC**, a limited liability company (the "Subsidiary"), **SATIN FINE FOODS INC.**, a corporation (the "Parent", and together with the Subsidiary, the "Company") and sole member of the Subsidiary, each duly organized and validly existing under the laws of the State of New York with offices at 37 Elkay Drive, Suite 41, Chester, New York 10918 and the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 255-275 Main Street, Goshen, New York 10924 (the "Agency").

WITNESSETH:

The Subsidiary desires to rent to the Agency the real property, including any buildings, structures or improvements thereon, described in Exhibit A attached hereto (the "Leased Premises") pursuant to the terms contained herein (hereinafter, the "Lease Agreement"), during the term of a certain leaseback agreement between the Agency and the Company dated the date hereof (the "Leaseback Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Granting Clause. The Subsidiary hereby leases to the Agency the Leased Premises, upon the terms and conditions of this Lease Agreement.
2. Warranty of Title. The Subsidiary warrants that it has a valid and enforceable leasehold interest in the Leased Premises.
3. Term. The term of this Lease Agreement shall be coterminous with the term of the Leaseback Agreement (the "Lease Term").
4. Rent. The Agency agrees that it will pay to the Subsidiary, for the use of the Leased Premises, rent of One Dollar (\$1.00) per annum.
5. Taxes. The Company agrees to pay all taxes to be assessed on, or charges or expenses incurred with respect to, the Leased Premises during the Lease Term.
6. Maintenance and Insurance of Premises. The Company shall maintain and insure the Leased Premises. The Agency shall not be required to maintain the Leased Premises or incur any costs with respect to the Leased Premises. All insurance or condemnation proceeds shall be distributed and governed by the Leaseback Agreement.
7. Lease Expiration. At the expiration of the Lease Term the Agency will surrender the Leased Premises to the Subsidiary, pursuant to the terms and conditions of both this Lease Agreement and the Leaseback Agreement, in the then condition of the Leased Premises.

8. Hold Harmless. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, officers, members and employees, and their respective successors or personal representatives, harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Leased Premises or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Leased Premises or as a result of a breach by the Company of its representations or agreements contained herein or in the Leaseback Agreement, or (ii) liability arising from or expense incurred by the Agency's financing, construction, renovation, equipping, owning and leasing of the Leased Premises, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.

9. Subordination of Lease Agreement to Mortgage(s). The Agency agrees that this Lease Agreement shall be subordinate to any mortgages granted by the Company and the Agency in favor of Provident Bank and Empire State Certified Development Corporation (collectively, the "Mortgagee") executed and delivered herewith and all further mortgages hereafter placed on the Leased Premises with the consent of the Agency and any approved mortgagee, but that under no circumstances shall the Agency be required to mortgage, grant a security interest in, or assign its rights to receive the rentals described in Section 2.6 or its rights to be indemnified under Sections 1.2(d), 1.2(g), 2.1, 3.1(a) and 5.2 of the Leaseback Agreement.

10. Non-Merger. So long as any leasehold or sub-leasehold mortgage is in existence, unless all mortgagees shall otherwise expressly consent in writing, fee title to the Leased Premises and the leasehold estate of the Agency therein created by this Lease Agreement shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Subsidiary or by Agency or by a third party, by purchase or otherwise.

11. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency: Orange County Industrial Development Agency
 255-275 Main Street
 Goshen, New York 10924
 Attn: Executive Director

With a Copy to: Philip A. Crotty, Esq.
 4 London Avenue

New Windsor, New York 12553

And to: Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Russell E. Gaenzle, Esq.

To the Company: Satin Realty Associates, LLC
Satin Fine Foods Inc.
37 Elkay Drive, Suite 41
Chester, New York 10918
Attn: Kevin O'Reilly

With a copy to: Cohen, LaBarbera & Landrigan, LLP
40 Matthews Street, Suite 203
Goshen, New York 10924
Attn: Ronald Cohen, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

12. No Recourse; Special Obligation.

(a) The obligations and agreements of the Agency contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company) or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company) and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of the Agency contained hereby shall not constitute or give rise to an obligation of the State of New York or of Orange County, New York and neither the State of New York nor Orange County, New York shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived and to be derived from the sale or other disposition of the Leased Premises (except for revenues derived by the Agency with respect to the Unassigned Rights, as such term is defined in the Leaseback Agreement).

(c) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (i) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from

the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall place, in an account with the Agency, an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

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

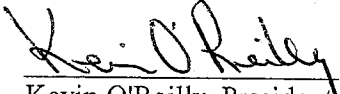
[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Subsidiary, the Parent and the Agency have caused this Lease Agreement to be executed in their respective names, all as of the date first above written.

SATIN REALTY ASSOCIATES, LLC

By: SATIN FINE FOODS INC., its Sole
Member

By: 
Kevin O'Reilly, President

SATIN FINE FOODS INC.

By: 
Kevin O'Reilly, President

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
James D. O'Donnell, Executive Director

IN WITNESS WHEREOF, the Subsidiary, the Parent and the Agency have caused this Lease Agreement to be executed in their respective names, all as of the date first above written.

SATIN REALTY ASSOCIATES, LLC

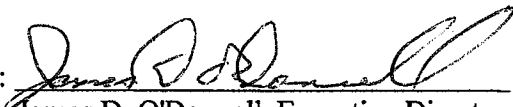
By: SATIN FINE FOODS INC., its Sole
Member

By: _____
Kevin O'Reilly, President

SATIN FINE FOODS INC.

By: _____
Kevin O'Reilly, President

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**


By: 
James D. O'Donnell, Executive Director

[ACKNOWLEDGEMENT PAGE TO LEASE AGREEMENT]

STATE OF NEW YORK)
COUNTY OF ORANGE) SS:

On the 20th day of April in the year 2011, before me, the undersigned, personally appeared **Kevin O'Reilly**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

STATE OF NEW YORK)
COUNTY OF ORANGE) SS:


WANDA BETANCOURT
Notary Public, State of New York
Qualified in Orange County
Registration # 01BE6193444
Commission Expires September 15, 2012

On the ____ day of _____ in the year 2011, before me, the undersigned, personally appeared **James D. O'Donnell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[ACKNOWLEDGEMENT PAGE TO LEASE AGREEMENT]

STATE OF NEW YORK)
COUNTY OF ORANGE) SS:

On the ____ day of _____ in the year 2011, before me, the undersigned, personally appeared **Kevin O'Reilly**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ORANGE) SS:

On the 28th day of April in the year 2011, before me, the undersigned, personally appeared **James D. O'Donnell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Melanie Tanner
Notary Public

MELANIE TANNER
Notary Public, State of New York
No. 4957059
Qualified in Orange County
Commission Expires October 10, 2013

EXHIBIT A

Legal Description of Leased Premises

First American Title Insurance Company

Title No: 206571

Schedule A

Description

The Condominium Unit ("Unit") known as Unit 1 in the building ("Building") known as The Leone Lane Condominium ("Condominium") and by the street number 32 Leone Lane, County of Orange, Village and Town of Chester, State of New York, said Unit being designated and described as Unit 1 in a certain declaration dated May 10, 2011, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") establishing a plan of condominium ownership of the Building and the land ("Land") upon which the Building is situate (which Land is more particularly described in Exhibit "A" annexed hereto and by this reference made a part hereof), which declaration was recorded in the Orange County Clerk's Office (the "County Clerk's Office") on May 19, 2011 as File # 2011004836 in Book 13178 Page 0161 (hereinafter called the "Declaration") and also designated as Tax Lot 1.1 in Block 1 of Section 113 on the tax map of the County Clerk's Office and on the Floor Plans of the Building and filed in the County Clerk's Office on May 19, 2011 as Map # 123-11;

TOGETHER with a combined 35.627% interest in the Common Elements (as such term is defined in the Declaration);

The policy to be issued under this report will insure the title to such buildings and improvement erected on the premises which by law constitute real property:

FOR CONVEYANCING ONLY:

TOGETHER with all the right, title and interest of the party of the first party, of, in and to the land lying in the street in front of and adjoining said premises.