

CENTURY DIRECT, LLC

and

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY

COMPANY LEASE AGREEMENT

Dated as of February 1, 2015

Town of Islip Industrial Development Agency
(Century Direct, LLC 2015 Facility)

THIS COMPANY LEASE AGREEMENT, dated as of February 1, 2015 (the “**Company Lease**”), is by and between CENTURY DIRECT, LLC, a limited liability company organized and existing under the laws of the State New York, having an office at 15 Enter Lane, Islandia, New York 11749 (the “**Company**”), and the TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 40 Nassau Avenue, Islip, New York 11751 (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 47 of the Laws of 1974 of the State, as amended (collectively, the “**Act**”), the Agency was created and is empowered under the Act to undertake the acquisition, renovation, equipping and leasing of the Facility defined below; and

WHEREAS, the Agency has agreed to assist in the acquisition of a leasehold interest of an approximately 85,000 square foot building (the “**Premises**”) located on an approximately 3.3 acre parcel of land located at 15 Enter Lane, Islandia, New York (the “**Land**”), the renovation of the Premises (the “**Improvements**”), and the equipping and furnishing thereof (the “**Equipment**”, and together with the Premises, and the Improvements, the “**Facility**”), all to be leased and subleased by the Agency to the Company, and used by the Company in its business in the provision of commercial printing, mailing services, data management and computer services; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency’s agent, to renovate, equip and furnish the Facility in accordance with the Plans and Specifications; and

WHEREAS, the Premises is currently leased by C. Vignola Realty LLC, a limited liability company organized and existing under the laws of the State of New York (the “**Owner**”), to the Company pursuant to an Agreement of Lease, dated as of December 31, 2014 (the “**Ground Lease**”), by and between the Owner and the Company; and

WHEREAS, the Company has agreed to sublease the Premises and the Improvements to the Agency pursuant to and in accordance with this Company Lease, and the Company has agreed to transfer to the Agency title to the Equipment pursuant to a Bill of Sale, dated the Closing Date (the “**Bill of Sale**”); and

WHEREAS, the Agency has agreed to sub-sublease and lease the Facility to the Company pursuant to a certain Lease Agreement, dated as of February 1, 2015 (the “**Lease Agreement**”), by and between the Agency and the Company

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

The Company hereby leases the Premises (described in Exhibit A attached hereto) and the Improvements 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 November 30, 2024 unless extended for a one five (5) year extension ending at 11:59 p.m. on November 30, 2029 (the “**Lease Term**”).

This Company Lease shall terminate on the earliest of (i) the expiration of the Lease Term, (ii) the termination of the Lease Agreement pursuant to Article X or Article XI thereof, (iii) any other termination of the Lease Agreement, and (iv) the date upon which the benefits afforded under that certain PILOT Agreement (as defined in the Lease Agreement) shall no longer be effective or the same shall be terminated.

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, except in the case of the Agency’s gross negligence or willful misconduct, 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 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 Premises and the Improvements from the Company on the terms and conditions contained herein.

The Company and the Agency acknowledge that the Agency will lease or sub-lease the Facility, as applicable, 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 Premises and the Improvements and the Company’s sub-subleasehold estate in the Premises and Improvements created under the Lease Agreement; and (ii) the Agency shall continue to have, use and enjoy the subleasehold estate in the Premises and the Improvements created under this Company Lease.

This Company Lease shall not be recorded by either party hereto, unless ordered by a court of competent jurisdiction or otherwise required by law. The Agency shall cause a memorandum of lease with respect hereto to be recorded in the Suffolk County Clerk’s office. The parties hereto shall take such additional actions and execute such additional

documents as may be required by any lender providing financing for the Facility to record evidence of 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 on actual receipt by the addressee if personally delivered (including delivery against a written receipt by an internationally recognized courier) to the addresses below:

To the Agency:

Town of Islip Industrial Development Agency
40 Nassau Avenue
Islip, New York 11751
Attention: Executive Director

With a copy to:

Islip Town Attorney's Office
Town Hall
655 Main Street
Islip, New York 11751
Attention: John R. Dicioccio, Esq.

The Company:

Century Direct, LLC
15 Enter Lane
Islandia, New York 11749
Attention: Michael Kellogg, Chief Executive Officer

With a copy to:

Abrams, Fensterman, Fensterman, Eisman,
Formato, Ferrara & Wolf, LLP
1111 Marcus Avenue, Suite 107
Lake Success, New York 11042
Attention: Neil Kaufman, 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 with respect to certified mail and one Business Day after mailing with respect to overnight mail.

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.

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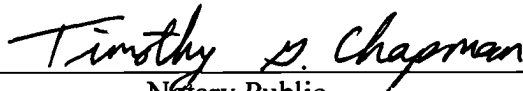
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

CENTURY DIRECT, LLC

By: 
Name: Michael Kellogg
Title: Chief Executive Officer

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

On the 25th day of February in the year 2015 before me, the undersigned, personally appeared **Michael Kellogg**, 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

TIMOTHY G. CHAPMAN
Notary Public, State of New York
Registration #01CH6266386
Qualified In Monroe County
Commission Expires July 30, 2016

**TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY**

By: *William G. Mannix*
Name: William G. Mannix
Title: Executive Director

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

On the 25th day of February in the year 2015, before me, the undersigned, personally appeared **William G. Mannix**, 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.

Timothy G. Chapman
Notary Public

TIMOTHY G. CHAPMAN
Notary Public, State of New York
Registration #01CH6266386
Qualified In Monroe County
Commission Expires July 30, 2016

Company Lease Agreement
Signature Page 2 of 2

EXHIBIT A

Legal Description of Real Property

PARCEL 1:

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

BEGINNING AT A POINT ON THE EASTERLY SIDE OF ENTER LANE THE FOLLOWING 2 COURSES AND DISTANCES FROM THE EXTREME EASTERLY END OF AN ARC OF A CURVE HAVING A RADIUS OF 20 FEET CONNECTING THE EASTERLY SIDE OF ENTER LANE WITH THE NORTHERLY SIDE OF BRIDGE ROAD:

- (1) WESTERLY ALONG SAID CONNECTING CURVE BEARING TO THE RIGHT 31.42 FEET;
- (2) NORTH 25 DEGREES 17 MINUTES 50 SECONDS EAST ALONG THE EASTERLY SIDE OF ENTER LANE 245.27 FEET TO THE POINT OR PLACE OF BEGINNING;

RUNNING THENCE FROM SAID POINT OR PLACE OF BEGINNING STILL ALONG THE EASTERLY SIDE OF ENTER LANE, NORTH 25 DEGREES 17 MINUTES 50 SECONDS EAST 54.31 FEET TO A POINT;

THENCE STILL ALONG THE EASTERLY SIDE OF ENTER LANE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 456 FEET BEARING TO THE LEFT A DISTANCE OF 119.73 FEET TO A POINT;

THENCE STILL ALONG THE EASTERLY SIDE OF ENTER LANE, NORTH 10 DEGREES 15 MINUTES 14 SECONDS EAST 386.44 FEET;

THENCE SOUTH 79 DEGREES 44 MINUTES 46 SECONDS EAST 252.75 FEET;

THENCE SOUTH 10 DEGREES 51 MINUTES 54 SECONDS WEST 536.33 FEET;

THENCE SOUTH 78 DEGREES 35 MINUTES 15 SECONDS WEST 118.88 FEET TO A POINT;

THENCE SOUTH 10 DEGREES 51 MINUTES 54 SECONDS WEST 21.69 FEET TO A POINT;

THENCE NORTH 64 DEGREES 42 MINUTES 10 SECONDS WEST 171.93 FEET TO THE EASTERLY SIDE OF ENTER LANE AND THE POINT OR PLACE OF BEGINNING.

PARCEL 2:

ALL THAT CERTAIN PLOT, PIECE, OR PARCEL OF LAND, SITUATE, LYING, AND BEING IN THE TOWN OF ISLIP, COUNTY OF SUFFOLK AND STATE OF NEW YORK KNOWN AND DESIGNATED AS AS PART OF LOTS 102 AND 112, ON A CERTAIN MAP ENTITLED "MAP OF TRACT 16, OWNED BY D.L. RISLEY, HAUPPAUGE, LONG ISLAND, NEW YORK" AND FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF SUFFOLK ON OCTOBER 7, 1897 AS MAP NO. 425, WHICH SAID PART OF LOTS WHEN TAKEN TOGETHER ARE MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF SPACE COURT THE FOLLOWING 2 COURSES AND DISTANCES FROM THE EXTREME NORTHERLY END OF AN ARC OF A CURVE HAVING A RADIUS OF 25 FEET CONNECTING THE WESTERLY SIDE OF HOFFMAN LANE WITH THE NORTHERLY SIDE OF SPACE COURT:

- 1) SOUTHWESTERLY ALONG SAID CONNECTING CURVE BEARING TO THE RIGHT 39.27 FEET;
- 2) WESTERLY ALONG THE NORTHERLY SIDE OF SPACE COURT 362.06 FEET TO THE POINT OR PLACE OF BEGINNING;

THENCE SOUTHERLY AND EASTERLY ALONG AN ARC OF A CURVE AT THE EXTREME WESTERLY END OF SPACE COURT ALONG SAID WESTERLY AND SOUTHERLY SIDES OF THE EXTREME WESTERLY END OF SPACE COURT ALONG AN ARC OF A CURVE HAVING A RADIUS OF OF 60 FEET BEARING TO THE LEFT 200.04 FEET;

THENCE SOUTH 10 DEGREES 51 MINUTES 54 SECONDS WEST 239.82 FEET;

THENCE SOUTH 78 DEGREES 34 MINUTES 10 SECONDS WEST 28.10 FEET;

THENCE SOUTH 10 DEGREES 51 MINUTES 54 SECONDS WEST 121.52 FEET TO THE NORTHERLY SIDE OF LOT 103 ACCORDING TO SAID MAP;

THENCE NORTH 79 DEGREES 08 MINUTES 06 SECONDS WEST ALONG SAID LOT 225.00 FEET TO THE EASTERLY LINE OF LAND NOW OR FORMERLY OF JOSEPH MASCIOLI;

THENCE NORTH 10 DEGREES 51 MINUTES 54 SECONDS EAST ALONG SAID LAND 519.96 FEET;

THENCE SOUTH 79 DEGREES 44 MINUTES 46 SECONDS EAST 149.41 FEET;

THENCE SOUTH 10 DEGREES 51 MINUTES 54 SECONDS WEST 47.55 FEET;

THENCE SOUTH 79 DEGREES 08 MINUTES 06 SECONDS EAST 39.45 FEET TO THE NORTHERLY SIDE OF SPACE COURT, THE POINT OR PLACE OF BEGINNING.

AFFECTS PARCEL B:

SUBJECT TO AN EASEMENT IN FAVOR OF ADJACENT LANDOWNERS, THEIR SUCCESSOR AND ASSIGNS FOR PURPOSES OF INGRESS AND EGRESS TO SPACE COURT BOUNDED AND DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PLOT, PIECE, OR PARCEL OF LAND, SITUATE, LYING, AND BEING IN THE TOWN OF ISLIP, COUNTY OF SUFFOLK AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS PART OF LOTS 102 AND 112 ON A CERTAIN MAP ENTITLED "MAP OF TRACT 16, OWNED BY D.L. RISLEY, HAUFFPAGE, LONG ISLAND, NEW YORK" AND FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF SUFFOLK ON OCTOBER 7, 1897 AT MAP NO. 425, WHICH SAID PART OF LOTS WHEN TAKEN TOGETHER ARE MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF SPACE COURT, THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE EXTREME NORTHERLY END OF AN ARC OF A CURVE HAVING A RADIUS OF 25 FEET CONNECTING THE WESTERLY SIDE OF HOFFMAN LANE WITH THE NORTHERLY SIDE OF SPACE COURT:

- (1) SOUTHWESTERLY ALONG SAID CONNECTING CURVE BEARING TO THE RIGHT, 39.27 FEET;**
- (2) WESTERLY ALONG THE NORTHERLY SIDE OF SPACE COURT, 362.08 FEET TO THE POINT OF BEGINNING;**

THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE AT THE EXTREME WESTERLY END OF SPACE COURT, ALONG SAID WESTERLY SIDE OF THE EXTREME WESTERLY END OF SPACE COURT ALONG THE ARC OR A CURVE HAVING A RADIUS OF 60 FEET BEARING TO THE LEFT, 67.19 FEET;

THENCE NORTH 28 DEGREES 36 MINUTES WEST 45.28 FEET TO A POINT;

THENCE NORTHERLY ALONG THE ARC OF A CURVE HAVING A RADIUS OF 60 FEET BEARING TO THE RIGHT, 37.96 FEET TO A POINT;

THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE HAVING A RADIUS OF 35 FEET BEARING TO THE LEFT, 51.61 FEET TO A POINT AT THE DIVISION LINE BETWEEN LAND OF CHARLES J. MASCIOLI AND LAND OF JOSEPH MASCIOLI;

THENCE ALONG SAID DIVISION LINE SOUTH 79 DEGREES 44 MINUTES 46 SECONDS EAST, 72.81 FEET TO A POINT;

THENCE SOUTH 10 DEGREES 51 MINUTES 54 SECONDS WEST 47.55 FEET;

THENCE SOUTH 79 DEGREES 08 MINUTES 06 SECONDS EAST, 39.49 TO THE NORTHERLY SIDE OF SPACE COURT, THE POINT OR PLACE OF BEGINNING.