

WM.J.LOT REALTY LLC

and

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY

COMPANY LEASE AGREEMENT

Dated as of September 1, 2015

Town of Islip Industrial Development Agency
(Wm.J.Lot Realty LLC/Nationwide Exhibitor Services, Inc. 2015 Facility)

THIS COMPANY LEASE AGREEMENT, dated as of September 1, 2015 (the "**Company Lease**"). is by and between WM.J.LOT REALTY LLC, a limited liability company duly organized and validly existing under the laws of the State of New York, having its principal office at 100 Christopher Street, Ronkonkoma, New York 11779 (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 (a) the acquisition of an approximately 2.4 acre parcel of land located at 110 Windsor Place, Central Islip, New York 11722, New York (the "**Land**"), the renovation of an approximately 40,000 square foot building located thereon (the "**Improvements**") and the acquisition and installation therein of certain equipment not part of the Equipment (as such term is defined herein) (the "**Facility Equipment**"); and, together with the Land and the Improvements, the "**Company Facility**"), which Company Facility is to be leased and subleased by the Agency to the Company and further subleased by the Company to Nationwide Exhibitor Services, Inc., a business corporation duly formed and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having an address at 100 Christopher Street, Ronkonkoma, New York 11779 (the "**Sublessee**"); and (b) the acquisition and installation of certain equipment and personal property (the "**Equipment**"); and, together with the Company Facility, the "**Facility**"), which Equipment is to be leased by the Agency to the Sublessee and which Facility is to be used by the Sublessee for its primary use as manufacturing and office space in its business of the manufacturing, distribution and storage of trade-show displays; and

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

WHEREAS, the Company has agreed to lease the Land 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 Facility Equipment pursuant to a Bill of Sale, dated the Closing Date (the "**Bill of Sale**"); and

WHEREAS, the Agency has agreed to sublease and lease the Company Facility to the Company pursuant to a certain Lease Agreement, dated as of September 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 Land (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, 2026 (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, and (iii) 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 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 Land and the Improvements from the Company on the terms and conditions contained herein.

The Company and the Agency acknowledge that the Agency will lease and sublease the Company 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 fee simple absolute estate in the Land and the 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 the Improvements created under this Company Lease.

The Company and the Agency acknowledge that in order to accomplish certain financing arrangements for the Company Facility, the parties will be required to assign and mortgage, for collateral purposes, each of their respective rights, titles and interests held pursuant to this Company Lease, the Lease Agreement and other interests that either may

hold. Each of the Company and the Agency hereby consents to all such assignments, mortgages and other collateral financing requirements that may arise in connection with the financing or refinancing of the Company Facility.

This Company Lease and any and all modifications, amendments, renewals and extensions thereof is subject and subordinate to any Mortgage which may be granted by the Agency and the Company on the Company Facility or any portion thereof and to any and all modifications, amendments, consolidations, extensions, renewals, replacements and increases thereof.

This Company Lease shall not be recorded by either party hereto. The Agency shall cause a memorandum of lease with respect hereto to be recorded in the office of the Suffolk County Clerk. The parties hereto shall take such additional actions and execute such additional documents as may be required by any lender providing financing for the Company Facility to record evidence of this Company Lease.

All notices, certificates and other communications hereunder shall be in writing and shall be either delivered personally or sent by certified mail, return receipt requested, or delivered by any national overnight express delivery service (in each case, postage or delivery charges paid by the party giving such communication) addressed as follows or to such other address as any part may specify in writing to the other.

To the Agency:

Town of Islip Industrial Development Agency
40 Nassau Avenue
Islip, New York 11751
Attention: William G. Mannix, 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.

To the Company:

Wm.J.Lot Realty LLC
100 Christopher Street
Ronkonkoma, New York 11779
Attention: William Griffith, Member

With a copy to:

Franklin, Gringer & Cohen, P.C.
666 Old Country Road, Suite 202
Garden City, New York 11530
Attention: Steven E. Cohen, 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.

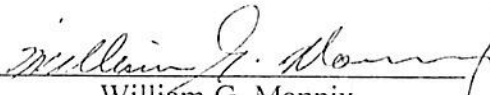
This Company Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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.

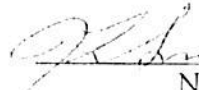
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TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY

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

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

On the 24th day of September 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 instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.


Notary Public

JAMES L. SMITH
Notary Public, State of New York
Registration No. 15833704476
Qualified in Monroe County
Certificate Filed in Monroe County
Commission Expires: 05/27/2017

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Company Lease

Exhibit A

Legal Description of Real Property

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Islip, at Central Islip, County of Suffolk and State of New York being bounded and described as follows:

BEGINNING at a point on the easterly side of Windsor Place (Allwood Avenue), the following four (4) courses and distances from the corner formed by the intersection of the easterly side of Windsor Place with westerly side of Connetquot Avenue:

- 1) North 60 degrees 07 minutes 20 seconds west, 807.48 feet;
- 2) North 44 degrees 06 minutes 40 seconds east, 2.24 feet;
- 3) Northwesterly on a curve bearing to the right having a radius of 197.11 feet a distance of 190.50 feet;
- 4) North 9 degrees 33 minutes 17 seconds east, 270.00 feet to the southwesterly corner of premises to be described, at the true point of **BEGINNING**;

RUNNING THENCE from said point of beginning, north 9 degrees 33 minutes 17 seconds east, along the easterly side of Windsor Place (Allwood Avenue), 215.00 feet to land now or formerly of CIP Assoc.;

THENCE south 80 degrees 26 minutes 43 seconds east along said lands, 537.71 feet to the map of Pinewood Manor, Part 2;

THENCE south 43 degrees 38 minutes 06 seconds west, along said map, 259.59 feet to the other lands of CIP Assoc.;

THENCE north 80 degrees 26 minutes 43 seconds west, along said lands, 392.25 feet to the easterly side of Windsor Place (Allwood Avenue), the point or place of **BEGINNING**.