

WFNY I LLC

224 12th Avenue
New York, NY 10001-1006
Telephone (212) 695-8090
Facsimile (212) 629-8768

December 2, 2013

Mr. Sean Black
Senior Vice President
Jones Lang LaSalle Americas, Inc.
330 Madison Avenue
New York, NY 10017

RE: 261-271 11th Avenue, Building #17, 3rd floor.

Dear Sean:

WFNY I LLC is pleased to draft a lease for the above-referenced property on behalf of your client, NEP Image Group, LLC ("Tenant") based on the terms listed below.

<u>Tenant:</u>	NEP Image Group, LLC.
<u>Landlord:</u>	WFNY I LLC.
<u>Building:</u>	261-271 11 th Avenue.
<u>Space:</u>	Approximately 5,500 SF on the 3 rd of Building #17.
<u>Use:</u>	Storage, shipping and receiving and ancillary offices.
<u>Term:</u>	Five (5) years and six (6) months following Lease Commencement.
<u>Base Rent:</u>	\$165,000.00 in Year One (1) and increasing 3% per annum.
<u>Renewal Option:</u>	None.
<u>Expansion Option:</u>	None.
<u>Lease Commencement:</u>	Upon mutual execution and delivery of lease documents.
<u>Possession:</u>	Upon Substantial Completion of Landlord Work.

Rent Commencement:

Tenant shall pay 1st month's rent upon lease execution. Second, third and fourth month's shall be base rent free. Fifth, sixth, seventh, eighth, ninth and tenth months shall be at 50% (half) of the base rent.

Utilities:

Electric: Sub-metered.
Gas: Direct.
Water: \$10.00 per month.

Escalations:

Tenant shall be responsible for its proportionate share of operating expenses including fuel and boiler maintenance, insurance, Local Law 10/11 and common area maintenance over a 2014 base year.

Real Estate Taxes:

Tenant shall be responsible for its proportionate share of increases in Real Estate Taxes over a 2014 base year.

Landlord Work:

1. Deliver space in broom clean condition to building standard.
2. Provide approximately 10 ton HVAC unit to building standard. Provide existing ductwork to building standard. Tenant shall be responsible for any additional ductwork, if necessary, to building standard. Heating shall be by electric heat coil or gas as determined by Landlord and electricity or gas shall be Tenant's sole cost. Tenant shall be responsible for HVAC unit maintenance.
3. Provide and install one (1) ADA compliant bathroom, including one (1) toilet and one (1) sink, to building standard.
4. Provide existing 200 amps, 3 phase and circuit box to the Premises.
5. Provide existing electrical distribution for open floor ceiling lighting and light fixtures to be provided by Tenant.
6. Paint existing walls, floor, columns and ceiling to building standard.
7. Provide ACP – 5.

Tenant Work:

1. Provide and install Tenant's security system.
2. Provide and install Tenant's telephone cable and data lines.
3. Distribution of additional building standard architectural spiral ductwork, if necessary, within the demised premises.
4. Distribution of additional electric to building standard, if necessary.

5. Provide and install Tenant light fixtures.
6. Balance of Tenant build-out.

HVAC:

Tenant shall be responsible for servicing and maintaining the HVAC system. Tenant shall pay for all utilities related to Tenant's HVAC use.

Sprinkler:

Tenant shall pay Landlord \$50.00 per month for sprinkler supervisory service and sprinkler maintenance and increasing 3% per annum.

Signage:

To be consistent with building standard and subject to review and approval by Landlord and Landmarks Preservation Commission.

Access:

24 hours a day, 7 days a week, 365 days per year.

Sublet/Assignment:

Tenant has the right to assign and/or sublet lease according to Landlord's standard sublet/assignment clause.

Trash:

Tenant shall be responsible for its own trash removal at Tenant's expense.

Security Deposit:

Three (3) month's security which shall not be deposited in an interest bearing account plus an NEP parent corporate guaranty.

Guaranty:

NEP parent company shall guaranty the Lease.

Brokerage:

Jones Lang LaSalle Americas, Inc. shall be compensated one (1) full commission according to Landlord's standard brokerage agreement and rates.

Comments:

1. Please provide detailed list and proposed drawings of Tenant Work.
2. Landlord shall leave existing ceiling light fixtures and existing electric plugs for Tenant's use.
3. Please provide Tenant financials.
4. Landlord is prepared to discuss temporary storage space to be occupied by Tenant prior to Possession.

These are the conditions upon which Landlord is prepared to enter into an agreement with Tenant. No contractual obligation is intended nor will one be created unless and until a written lease containing terms and conditions mutually acceptable to Landlord and Tenant is signed and delivered by both parties.

Very truly yours,

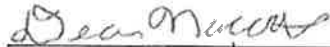


Christopher Flagg
Vice President



Peter L. Pachlos
Director

Agreed upon by:



Name: Dean Naccarato
Title: Secretary + General Counsel
Date: 12/2/13

USE AND OCCUPANCY AGREEMENT

THIS AGREEMENT is made the ____ day of December 2013, by and between WFNY I LLC a Delaware Limited Liability Company, with an address of 224 12th Avenue, New York, NY 10001, hereinafter referred to as "Licensor" and NEP Image Group, LLC., with an address of 5th floor 636 West 28th Street, New York, NY 10001, hereinafter referred to as (the "Licensee").

WHEREAS, Licensor owns the buildings known as Terminal Warehouse with an address of 224 12th Avenue, New York, NY 10001 (hereinafter the "Building"); and

WHEREAS, the Licensee desires to use and occupy approximately 5,500 square feet on the 5th Floor of Building 18, 636 W 28th Street NY, NY 10001 as indicated on the attached Exhibit 1 annexed hereto and incorporated herein (the "Property") and Licensor is willing to allow Licensee to use and occupy the Property on a weekly basis from the 7th day of January 2014, until the 14th day of January, 2014 or until termination of occupancy pursuant to the terms of this Use and Occupancy Agreement;

WHEREAS, as a gratuitous courtesy, Licensor has agreed for a very limited time to temporarily permit Licensee to use the Property; and

WHEREAS, the parties intend by this Agreement to set forth the terms under which Licensee may occupy the Property.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement and the mutual covenants and agreements contained herein, the parties agree:

1. *Licensee's Occupancy.* Licensor agrees that Licensee shall be permitted the use of the Property for storage and for no other purpose, subject to the terms and conditions hereinafter set forth. Licensee shall have access to the Property during normal Building business hours from 9:00 a.m. until 6:00 p.m. but will be permitted to occupy the building 24 hours 7 days a week. No other persons shall be permitted to use or occupy the Property hereunder, aside from Licensor. This shall not prohibit Licensees clients from being on the Property.
2. *Nature of Occupancy.* No legal title or leasehold interest in the Property shall be deemed or construed to be created or vested in Licensee by anything contained herein. Licensee shall occupy the Property merely as a licensee. It is expressly understood and agreed that Licensee is not a tenant or lessee, Licensor is not a landlord, and Licensee does not have such rights as exist at law regarding landlord/tenant rights.
3. *Occupancy Charge.* The occupancy charge for the use of the property for the period from January 7, 2014 to January 14, 2014 shall be at the rate of \$3,173.08 per week. It may be extended by Occupant at such rate until April 30, 2014. This is solely an accommodation to Licensee. Should Licensor agree to extend this term beyond April 30, 2014, Licensee shall pay \$4,759.62 per week to Licensor as occupancy charges. This amount shall be paid on the Thursday of each week of the occupancy of the preceding week and shall be adjusted or paid at termination of occupancy, as applicable, for unpaid use and occupancy charges to such date. Licensee has this date paid to Licensor the sum of \$27,500.00 the ("Security Deposit") to secure Licensee's obligations hereunder. On request of Licensor, Licensee shall replenish the Security Deposit to the extent used by Licensor. The occupancy charge shall not include the cost for electric usage including electric for heat and air conditioning and such charges shall be estimated by Licensor based on an existing electrical meter and billed to Licensee and shall be additional license charges.
4. *Pre-Occupancy Inspection.* Prior to occupancy Licensee is to conduct an inspection of the Property. The Licensee will occupy the property in "as is" condition.
5. *Duration of Occupancy.* The right to use and occupy the Property pursuant to this Agreement shall terminate upon the earlier of January 14, 2014, or as otherwise provided herein.

6. *Damage or Destruction.* Licensee agrees not to cause the Property to suffer any damage during Licensee's use hereunder and further agrees that in the event the Property shall suffer damage, Licensee shall be liable for the cost of correcting same. Licensee shall assume all risk of wear and tear to the Property and shall be responsible for making all repairs to the Property, whether ordinary or extraordinary.

7. *Indemnification; Insurance.* Licensee agrees that the use and occupancy of the Property shall be at Licensee's own risk and the Licensee hereby holds Licensor harmless and does hereby release and indemnify Licensor from any and all liability for any personal injury or property damage. Licensee further agrees to hold Licensor harmless and indemnify Licensor against any and all claims for personal injury or property damage to any third party to the extent such claim, injury or damage arises out of Licensee's use of the property. Licensee will obtain at Licensee's sole cost insurance on Licensee's personal property and such liability insurance as Licensor deems sufficient in Licensor's sole discretion naming Licensor as an additional insured and providing certificate of insurance and/or policy of insurance to Licensor as Licensor's option prior to occupancy.

8. *Termination.* Licensor may terminate occupancy at any time on five(5) business days advance written notice. Licensee may terminate occupancy at any time on five(5) business days of advance written notice. Licensee after termination must deliver possession of the Property to Licensor in the same condition as of the date of occupancy, reasonable wear and tear excepted.

9. *Improvements.* (a) Licensor will make the following improvements to the Property and shall not be responsible for any improvements other than those set forth below:

NONE

(b) Licensee shall make the following improvements to the Property:

Gate erected to seal the windows and fire escape at Licensee's option

10. Occupant agrees to provide its own security during the duration of this agreement including the construction of any temporary walls and the securing of doorways.

11. Nothing contained shall be construed as an admission of liability by Licensor or a waiver on any of Licensor's rights.

12. Licensor and Licensee acknowledge that Licensee shall use the basement at Licensee's own risk and without liability on the part of Licensor because of the hazards of use of basement space.

13. Licensee will properly train, supervise and be responsible for the operation of the large freight F2516 elevator in building # 18 which it will have non-exclusive use. Licensee will not permit vendors to operate the freight elevator. Licensee will only have properly trained elevator operators

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement the date and year first above appearing

WFNY I LLC.
A Delaware Limited Liability Company

Dated:

By: _____
Name:
Title:

NEP Image Group LLC
A _____ Limited Liability company

Dated:

By: _____
Name:
Title

I, NEP II Inc., a Delaware Corporation , do hereby guarantee all of the terms and conditions to be performed by NEP IMAGE GROUP LLC,. under this License Agreement.

NEP II Inc, a Delaware Corporation
By: _____
Name:
Title:
Guarantor

Use and Occupancy Agreement

W.F.N.I. LLC, Licensor and

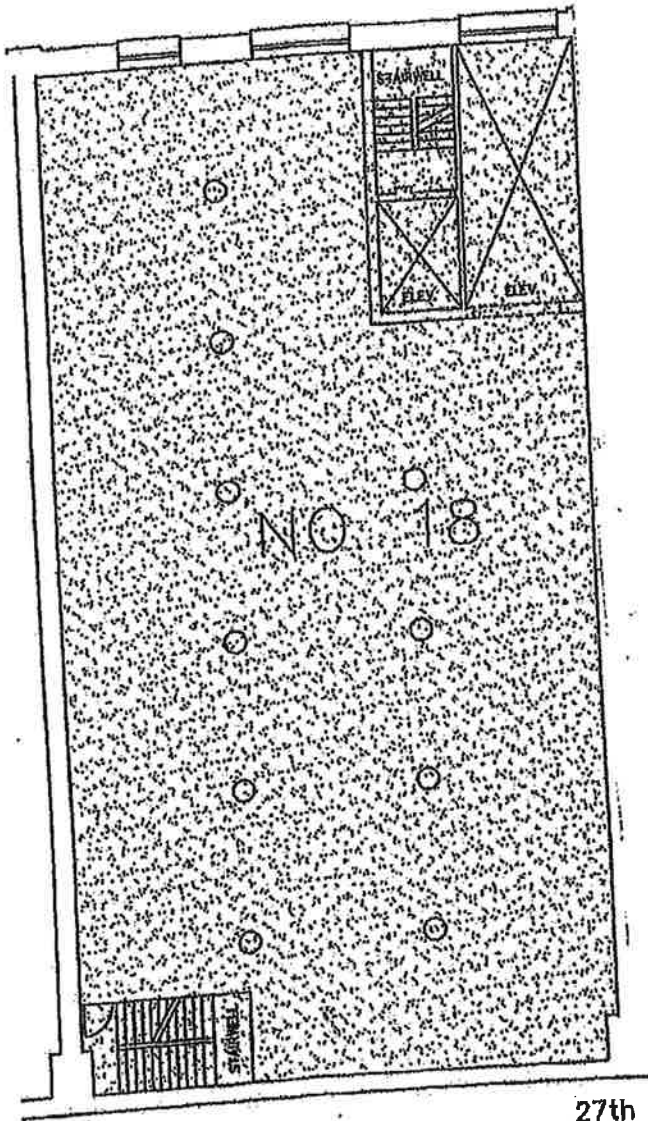
NEP Image Group LLC Licensee

5th Floor 636 West 29th Street

Building # 18 NY, NY 10001

EXHIBIT 1

28th Street



27th Street

BUILDING NO. 18

5th Floor

DEMISED PREMISES