

Lease Abstract for 216 East 46th Sreet/Summit Financial Printing

Address/Description:

Lease Information

Abstracting Status:

Document: Summit_Financial_Lease_216East46thStreet.pdf

Lease Term:

Additional Note(s):

Documents Abstracted

<u>Document Name</u>	<u>Tags</u>	<u>Executed</u>	<u>Description of Contents</u>
Summit_Financial_Lease_216East46thStreet.pdf			
Lease 216 E 45th 9th Floor.pdf			

Recurring Charges: Rent

Document: Summit_Financial_Lease_216East46thStreet.pdf

(None identified)

Document: Lease 216 E 45th 9th Floor.pdf

Six thousand seven hundred eighty seven dollars and 50/100 dollars (\$6,787.50)(Page 1) [\[?\]](#)

Step Start	Step End	Monthly Amount	Annual Amount	Per Square Foot
(None entered)	(None entered)	(None entered)	(None entered)	(None entered)

Lease Clauses

Late Charges

Document: Summit_Financial_Lease_216East46thStreet.pdf

- (None identified)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)
- Notification:
- Charge:

Holdover

Document: Summit_Financial_Lease_216East46thStreet.pdf

- One and one half (1.5) times the Base Annual Rent being due and payable during the last month of the term.(Page 24) [\[?\]](#)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)
- Charge:
- Terms:

Brokers

Document: Summit_Financial_Lease_216East46thStreet.pdf

- in the building known as 216 East 45th Street in the Borough of New York , City of New York, for the term of See Lease Rider Article R4(Page 1) [\[?\]](#)

Lease Abstract for 216 East 46th Street/Summit Financial Printing *(continued)*

- at Tbnanl'a expezae, resirt or defend mefa action or pnxeetfig by counsel approved by Owner in writing, such approval not to be umrarenahiv wiThhelrij(Page 2) [\[?\]](#)
- lyxtons, when necessary, by reason of axiden!(Page 4) [\[?\]](#)
- i or undiadaoed), «hafloe suttect to levy, execution or offare eofptcemert pKxedure for the satisfaction erf Tbnant's remetfis under, or with respect to, firia lease; the relatiotttfaip of Owner andTbnant bereundex; or Tfenant'snseBndoccupaocyofihedHiaaedptEnnses.(Page 5) [\[?\]](#)
- Tenant represents to Landlord that no broker or other person other than Bernstein Real Estate and Jones Lang LaSalle (the "Brokers") had any part or was instrumental in any way in bringing about this Lease and Landlord alone shall pay any commission or fee due to Brokers. Landlord represents to Tenant that no broker or other person other than the Brokers had any part or was instrumental in any way in bringing about this Lease.(Page 25) [\[?\]](#)
- fixtures: 2) Maison Powder Room Vanity Sink by Restoration Hardware(Page 42) [\[?\]](#)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)
- Name:
- Terms:

Permitted Use

Document: Summit_Financial_Lease_216East46thStreet.pdf

- Tenant shall use and occupy the demised premises for General and Executive nffirre | (Page 1) [\[?\]](#)
- Tenant shall not use or permit all or any part of the Demised Premises or the Building exits, stairwells or setbacks whatsoever to be used for the: (i) storage for purpose of sale of any alcoholic beverage in the Demised Premises; (ii) storage, manufacture, package or display for retail sale of any product or material in the Demised Premises; (iii) conduct of a manufacturing, printing or electronic data processing business, except that Tenant may operate business office reproducing equipment, digital printing, electronic data processing equipment and other business machines for Tenant's own requirements and as a part of Tenant's business (but shall not permit the use of any such equipment by any party other than Tenant); (iv) rendition of any health or related services, conduct of a school or conduct of any business which results in the presence of the general public in the Demised Premises; (v) conduct of the business of an employment agency or executive search firm; (vi) conduct of any public auction, gathering, meeting or exhibition; (vii) conduct of banking and related financial business operations (except for a credit union and/or benefit plans for Tenant's employees) or a stock brokerage office or business, if such banking, financial or brokerage operations result in the presence of the general public in the Demised Premises; or (viii) use the Demised Premises in any way which would cause the Demised Premises to be deemed a place of public accommodation.(Pages 27-28) [\[?\]](#)

Document: Lease 216 E 45th 9th Floor.pdf

- Licensee shall use the License Premises for general office purposes and for no other purpose.(Page 1) [\[?\]](#)

Subletting

Document: Summit_Financial_Lease_216East46thStreet.pdf

- (None identified)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)

Other Clauses

Clause: Property Address

Document: Summit_Financial_Lease_216East46thStreet.pdf

- 216 East 45th Street
New York , NY(Page 1) [\[?\]](#)

Document: Lease 216 E 45th 9th Floor.pdf

- Suite 904 ("License Premises")

license, for one (1) period commencing April 1, 2015, and ending March 31, 2016(Page 1) [\[?\]](#)

Clause: Lease Execution Date

Document: Summit_Financial_Lease_216East46thStreet.pdf

- Owner: 216 Watermark Holdings LLC by Bernstein Management Corp. d/b/a Bernstein Real Estate(Page 1) [\[?\]](#)
- Guarantor: James Palmiter, 15 Hawthorne Place, Summit, NJ 07901(Page 39) [\[?\]](#)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)
-

Clause: Lease Commencement Date

Document: Summit_Financial_Lease_216East46thStreet.pdf

- Commencement Date: shall mean the date on which Delivery of Possession (as defined in Article R36 hereof) occurs.(Page 12) [2]

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)

Clause: Lease Expiration Date

Document: Summit_Financial_Lease_216East46thStreet.pdf

- (None identified)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)

Clause: Premises

Document: Summit_Financial_Lease_216East46thStreet.pdf

- Entire 15th Floor(Page 1) [2]

Document: Lease 216 E 45th 9th Floor.pdf

- Part 9th Floor, Suite 904(Page 1) [2]

Clause: Square Footage

Document: Summit_Financial_Lease_216East46thStreet.pdf

- (None identified)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)

Clause: Operating Escalation

Document: Summit_Financial_Lease_216East46thStreet.pdf

- fXJüa r ura ce ö any time B babaO r crizfatsnWea Owner jeraon.(Page 1) [2]
- for that mrtlrn of ail fire h*r*noe {»rmiuri» thereafter paid by Owner which ahafl hwa been char^ri \rtjtnar, til noch fitUurr, by Tenant In any action or proceedbif whereto Owner and TVnanl are pertica, a yhrdiik or "malttMKf* or tale for the btdldujg or demined premiara iwued try a body making fire hmiranre num apfJicaito lo aatd pmriittm ahaJl be oonduaive evidence of daa bcw (heran etatod and of the aevnraJ lyara anri charge» m the fire baurance wlea then appbcahle to udd premia«*Ibnato UulTnot plane a ked upon any floor of iM denied premia« eaooeihng the ffocroedner «qu« ft»r «ree wttirfi h waa datig»«!(Page 2) [2]
- inspnamtam, cr mcmvamrM nmrr+Jn by Ten**, and agre« th* Owner will a* be to reptor my damage thereto or taptooe the aae/n Tdaot ber^y wah« tte prcrri*am of Secoc» 227 ci the E«l Property Lew and agree» fito prentatos cf tore artkto dtaß germ atto coorici xa h» daezardL(Page 2) [2]
- Tenant «haß indemnify and aave harmku Owner ag^nzrt and finm all liabibdea, obligations, damegee, penahka, claim», coats and expenses for which Owner (haß not be tzhnbuned by insurance, tnrfodmg reaaxcabk aoomcy't foae. »)(Page 2) [2]
- merged in tins contract, whkh alone fully and ooropkteiy expresses the(Page 3) [2]
- If Tbnant requires, uses or consumes water tor any purpose in addition to ordinary lavatory purpose« (of wtoab fay* Orwraa-ofaaU -a» Sb» judge) Owner may install a water meter and thereby manure Tenant's water consumption for all purposees. Tbnant shall pay Owner for the cn*t of tba meter and the coot of tho instaflatke.(Page 4) [2]
- Tenant j __ shall pay to Owner as additional rent the sum of l&r \$75.00 .(Page 4) [2]
- keep the demised prennsea, inchxfng the J Hwindows.clcaniindtoartka;totherea30nabk)]atis&actknofOwnei;aadfor / that putpoas shall employ pereon or persons, or ccorporatioca approval by 'w' Owocit; Tenant «hafl pay to Owner tive ytrf of rerotrral of wr/ of Tenagts refuse and'ratSih ham the KsilSnc.' HV&'tiX ViC Owner to Tbnani at such time ss Owr» may elect, and shall be due and payable hereunder, and the amount of such toQi shall be deemed to be, snd be paid as additional rent Ibnant shall, however, hove the option of independently contracting fix (he removal of sodi ratrfnh and reftrao in tbe evrm titet Tbnant does not wöh to have same done by employees of Ownet Under such droonstancei howevex; the removil of such refuse and robbiah by others shall be subject to mchroJea and regulations .(Page 4) [2]
- o "D ■ 2o CwD at ed(Page 6) [2]
- A. Tenant shall pay, as Additional Rent, three point two zero percent (3.20%) ("Tax Percentage") of any and all increases in real estate taxes (as hereinafter defined) and/or assessments for public betterments covering the land and the building of which the Demised Premises form a part over such real estate taxes and/or assessments which are payable for the Base Tax Year.(Page 14) [2]

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)

Clause: Real Estate Tax Escalation

Document: Summit_Financial_Lease_216East46thStreet.pdf

Lease Abstract for 216 East 46th Street/Summit Financial Printing *(continued)*

- Tenant shall pay for each and every tax year Tenant's Tax Percentage of the business improvement district or special assessment taxes levied against Landlord for the district in which the building is located.(Page 14) [\[2\]](#)
- C. wtBasc Taxes Year" shall mean the calendar year 2013 which shall be computed by taking one half of the sum of (x) the real estate taxes for the Tax Year July 1, 2012-June 30, 2013 plus (y) the real estate taxes for the Tax Year July 1,2013-June 30,2014.(Page 14) [\[2\]](#)
- H. Photostatic copies of real estate tax bills and assessments, for the Base Tax Year and for the tax year in which the increase is claimed, shall be conclusive evidence of increased real estate taxes or assessments.(Page 15) [\[2\]](#)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)

Clause: Electric Charges

Document: Summit_Financial_Lease_216East46thStreet.pdf

- (None identified)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)

Clause: Security Deposit

Document: Summit_Financial_Lease_216East46thStreet.pdf

- (None identified)

Document: Lease 216 E 45th 9th Floor.pdf

- On or before April 1,2015, Licensee shall pay to Licensor the sum of six thousand seven hundred eighty seven dollars and 50/100 (\$6,787.50 which represents payment of a security deposit (the "Security Deposit") for this License.(Page 1) [\[2\]](#)

Clause: Renewal Option

Document: Summit_Financial_Lease_216East46thStreet.pdf

- (None identified)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)

Clause: Expansion Option

Document: Summit_Financial_Lease_216East46thStreet.pdf

- Landlord shall notify Tenant, in writing, of its Adjusted Base Tax Year, provide Tenant with an explanation of(Page 14) [\[2\]](#)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)

Clause: Early Termination Option

Document: Summit_Financial_Lease_216East46thStreet.pdf

- (None identified)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)

Clause: Building / Landlord Services

Document: Summit_Financial_Lease_216East46thStreet.pdf

- in the building known as 216 East 45th Street in the Borough of New York , City of New York, for the term of See Lease Rider Article R4(Page 1) [\[2\]](#)
- if Tenant is then in possession, and at all times thereafter.(Page 1) [\[2\]](#)
- for that mrtlrjn of ail fire h*r*noe {»rmiuri» thereafter paid by Owner which ahafl hwa been char^ri \rtjtnar, til noch fitUurr, by Tenant In any action or proceedbif whereto Owner and TVnanl are pertica, a yhrdiik or "malttMKf* or tale for the btdldujg or demined premiara iwued try a body making fire hmiranre num apflicaito lo aadt pmriittm ahaJl be oonduaive evidence of daa bcw (heran etatod and of the aevnraJ lyara anri charge» m the fire baurance wlea then appbcahle to udd premia«*!bnato UulTnot plane a ked upon any floor of iM denied premia« eaoeeihng the ffocroedner «qu« ft»r «ree wttirfi h waa datig««!(Page 2) [\[2\]](#)
- inspnamtam, cr mcmvamrM nmrr+Jn by Ten**, and agre« th* Owner will a* be to reptor my damage thereto or taptooe the aaaa/n Tdaot ber^y wah« tte prcrri*am of Secoc» 227 ci the E«l Property Lew and agree» fito prentatos cf tore artkto dtaß germ atto coorici xa h» daezardL(Page 2) [\[2\]](#)
- (1) If Tlsiani defaults in fulfilling any of the(Page 3) [\[2\]](#)
- and on Saturdays from 8 am to 1 p-m.; (b) if firi^rf elevator service is provided, same shall be provided only on regular business days, Monday through fttday inclusive, and on those days only between the boors of 9 am and 12 nooo and between l pm and 5 pm; (c) famish beau«*** «9d otf« wreket wupQad tor Owaa toffic, demiaed premises, whow tmim rowwafd.(Page 4) [\[2\]](#)

Lease Abstract for 216 East 46th Street/Summit Financial Printing *(continued)*

- If the building premises are a port of operation, the elevator shall be provided with automatic control elevator service without in any way affecting .(Page 4) [2]
- The term "business days" as used in this lease, shall exclude Saturdays, Sundays and all days observed by the State or Federal Government as legal holidays, and those designated as holidays by the applicable building service employees service contract, or by the applicable Operating Engineers contract with respect to HVAC service.(Page 5) [2]
- Tenant shall further, at Tenant's expense, keep the sidewalk and curb in front of said premises clean and free from ice, snow, dirt and rubbish.(Page 6) [2]
- and on Saturdays from 8:00 am.(Page 6) [2]
- j:In l cd m cd 2 cd cd j <u jj JO o V V : 5 *u o•5 < Uio ~a(Page 6) [2]
- Landlord reserves the right at all times to limit the number of listings which Tenant can have on the building directory.(Page 17) [2]
- Tenant shall enter into a written air-conditioning service contract for the System with a vendor acceptable to Landlord who shall, pursuant to such service contract regularly service and maintain the System at Tenant's sole cost and expense.(Page 36) [2]
- install electrical outlets in center of each of 4 conference rooms (see attached plan) install electrical outlets in "customer service area" every 6' around perimeter of room (see attached plan)(Page 42) [2]

Document: Lease 216 E 45th 9th Floor.pdf

- Licensee shall have access to the License Premises 24 hours a day, 7 days a week.(Page 1) [2]
- Landlord shall supply and paint the Demised Premises with building standard paint;(Page 2) [2]

Clause: Parking

Document: Summit_Financial_Lease_216East46thStreet.pdf

- (None identified)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)

Clause: Tenant Assignment

Document: Summit_Financial_Lease_216East46thStreet.pdf

- Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner (shall not be reimbursed by insurance, reinsurance, or otherwise) shall be held liable.(Page 2) [2]
- Tenant shall give to Owner written notice, to be received by Owner any portion of the security deposit hereunder which Owner has applied to the payment of any rent and additional rent due and payable hereunder, or if Tenant moves into or takes possession of the demised premises within thirty (30) days after the commencement of the term of this lease, of the amount of the security deposit which shall be the sole judge; then in any one or more of such events, upon Owner serving a written fifteen (15) day notice.(Page 3) [2]
- or in a consent by Owner to an assignment or subletting by Tenant of the demised premises to such party, or a modification of fire provisions of this lease.(Page 4) [2]
- rent, or any other sum due to which Tenant is in default, or for any amount which Owner may expend, or may be required to expend, by reason of Tenant's default in respect of any of the covenants and conditions of this lease, demised premises, whether such damage or loss shall be caused in whole or in part by fire, or any other cause, or by any other cause, or by any other cause, or by any other cause.(Page 5) [2]
- Tenant shall not bring, or permit to be brought or kept, in or on the demised premises, any inflammable, combustible, explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate in, or emanate from, the demised premises.(Page 6) [2]
- Tenant shall not assign, or mortgage or otherwise encumber, all or any part of its interest in this Lease, sublet the Demised Premises, in whole or in part, or suffer or permit the Demised Premises or any part thereof to be used by other, without the prior written consent of Landlord in each instance.(Page 18) [2]
- If Tenant shall desire to assign its interest in this Lease or to sublet all or any portion of the Demised Premises.(Page 18) [2]
- By notice given to Tenant within thirty (30) days after receipt of Tenant's request for consent to either sublet the entire Demised Premises or to assign the Lease, Landlord may terminate this Lease on a date to be specified in said Notice (the "Termination Date"), which date shall be not earlier than one (1) day before the effective date of the proposed assignment or sublet nor later than sixty-one (61) days after said effective date.(Pages 18-19) [2]
- However, if Tenant proposes to sublet any portion of the Demised Premises, Landlord, by notice given to Tenant within thirty (30) days after receipt of Tenant's request for consent thereto, may elect to eliminate such portion of the Demised Premises (said portion hereinafter called the "Eliminated Space") from the Demised Premises during the period (hereinafter called the "Elimination Period") commencing on the date (hereinafter called the "Elimination Date") immediately prior to the proposed commencement date of the term of the proposed sublet, and ending on the proposed expiration date of the term of the proposed sublet (the "Sublet Expiration Date").(Page 19) [2]

Lease Abstract for 216 East 46th Street/Summit Financial Printing *(continued)*

- If Landlord shall not exercise its option to terminate this Lease or eliminate the Eliminated Space from the Demised Premises pursuant to subsection B above, then Landlord shall not unreasonably withhold, delay or condition its consent to the proposed assignment or sublet for the use permitted in this Lease (and shall provide such consent within thirty (30) days after receipt of Tenant's notice pursuant to subsection E above, failing which Landlord's consent shall be deemed given provided Tenant sends a signed written request for approval that specifically refers to this Section R14C and states that such consent will be deemed given upon Landlord's failure to respond within such thirty (30 day period), provided that; (Page 20) [\[2\]](#)
- The Demised Premises shall not, without Landlord's prior consent, have been listed (other than with a broker) or otherwise publicly advertised for assignment or sublet at a rental rate lower than the higher of (a) the Base (Page 20) [\[2\]](#)
- In case of a sublet, the subtenant shall be expressly subject to all of the obligations of Tenant under this Lease and the further condition and restriction that such sublease shall not be assigned, encumbered or otherwise transferred or the Demised Premises further sublet by the subtenant in whole or in part, or any part thereof suffered or permitted by the subtenant to be used or occupied by others, without the prior written consent of Landlord in each instance. (Page 21) [\[2\]](#)
- If Tenant shall enter into any assignment, sublease or other agreement of occupancy permitted under this Lease, of or affecting all or any portion of the Demised Premises, or if there is any transfer of this Lease by operation of law or otherwise, and if Tenant shall receive any consideration from its assignee, subtenant or licensee for or in connection with the assignment of Tenant's interest in this Lease or the sublet or occupancy of all or any part of the Demised Premises, as the case may be (including, but not limited to, sums paid for the sale or rental of Tenant's leasehold improvements, less, in the case of a sale thereof, the then net unamortized or undepreciated cost thereof determined on the basis of Tenant's federal income tax returns) or, if Tenant shall sublet or otherwise permit occupancy of the Demised Premises at a rental rate (including Additional Rent) or other periodic consideration which shall exceed the Base Annual Rent and Additional Rent then payable hereunder, then Tenant shall pay to Landlord, as Additional Rent hereunder, one-half (1/2) of such consideration or such excess (after deduction for any and all reasonable expenses incurred by Tenant in connection with such subletting or assignment, such as broker's fees, attorney's fees, and advertising fees paid to unrelated third parties, any sums paid to Landlord pursuant to subsection R14C11 above, the cost of improvements or alterations made by Tenant expressly and solely for the purpose of preparing the Demised Premises for such subtenancy or assignment, and the unamortized or undepreciated cost of any Tenant's property leased to and used by such subtenant or assignee. (Page 22) [\[2\]](#)
- H. Any transfer, by operation of law or otherwise of the interest of Tenant in this Lease (in whole or in part) or of a fifty (50%) percent or greater interest in Tenant (whether stock, partnership interest or otherwise) shall be deemed an assignment of this Lease within the meaning

of this Article. If there has been a previous transfer of less than a fifty (50%) percent interest in Tenant, any other transfer of an interest in Tenant which would then result in an aggregate transfer of greater than fifty (50%) percent interest in Tenant shall be deemed an assignment of the interest of Tenant in this Lease within the meaning of this Article. (Pages 22-23) [\[2\]](#)

- Any assignment or subletting described above may only be made upon the condition that (a) any such assignee or subtenant shall continue to use the Demised Premises in accordance with the terms of this Lease, (b) the principal purpose of such assignment or sublease is not the acquisition of Tenant's interest in this Lease or to circumvent the provisions of this Article, and (c) in the case of an assignment, any such assignee shall have a net worth and annual income and cash flow, determined in accordance with generally accepted accounting principles, consistently applied, after giving effect to such assignment, equal to the Tenant's net worth and annual income and cash flow, as so determined, on the date immediately preceding the date of such assignment. (Page 23) [\[2\]](#)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)

Clause: Estoppel Certificate

Document: Summit_Financial_Lease_216East46thStreet.pdf

- at Tenant's expense, resist or defend a bona fide action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld; (Page 2) [\[2\]](#)
- specifying each building to be required of Tenant; (Page 5) [\[2\]](#)
- on the date of such assignment; (Page 6) [\[2\]](#)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)

Clause: SNDA

Document: Summit_Financial_Lease_216East46thStreet.pdf

- Landlord shall notify Tenant, in writing, of its Adjusted Base Tax Year, provide Tenant with an explanation of (Page 14) [\[2\]](#)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)

Clause: Tenant Notice Address

Document: Summit_Financial_Lease_216East46thStreet.pdf

Lease Abstract for 216 East 46th Street/Summit Financial Printing (continued)

- in the building known as 216 East 45th Street in the Borough of New York, City of New York, for the term of See Lease Rider Article R4(Page 1) [\[2\]](#)
- (1) If Tlsiani defaults in fulfilling any of the(Page 3) [\[2\]](#)
- No sign, advertisement, notice or other lettering shall be exhibited, inscribed, palmed or affixed by Tenant on any part of the outside of the demised premises or the building, or on the inside of the demised premises if the same is visible from the outside of the demised premises, without the(Page 6) [\[2\]](#)
- Dated: Premises: ENTIRE 15TH FLOOR 216 EAST 45TH STREET, New York, New York(Page 11) [\[2\]](#)
- 2nJ Floor New York, New York 10001(Page 29) [\[2\]](#)
- Summit Financial Printing 250 Park Avenue 7th Floor New York, NY 10177(Page 29) [\[2\]](#)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)

Clause: Condemnation

Document: Summit_Financial_Lease_216East46thStreet.pdf

- Tenant shall at his expense, repair.(Page 1) [\[2\]](#)
- Tea»MT^5r agents, employees, invitees or licensees as aforesaid.(Page 1) [\[2\]](#)
- T*1* «y.taiacfa by Tenant, ftiUs £ Sgeota.(Page 2) [\[2\]](#)
- b ol xe nn thsß be acquired or eoaSaareri Domain for(Page 2) [\[2\]](#)
- tobor trouhka and aus« befand Owner's control b&amytndn casaalty. Tesfft shall coopate wifo Owner's restaaian by reaxTvtteg from the demised premia« as promptly as reasonably pocribk, afl of Teamdi(Page 2) [\[2\]](#)
- If four kase be aarigped, or zf foe denrisad(Page 2) [\[2\]](#)
- Tte coosem by Ovmer to an aseigrtrtxto or underktong daß «X(Page 2) [\[2\]](#)
- (1) If Tlsiani defaults in fulfilling any of the(Page 3) [\[2\]](#)
- Code (Bankruptcy Code); or if any execution or attachment ahhB be issued against Thnera or any of Tfenanfs property whereupon the deraaed 'L^7r,i shall be taken or occupied by senreoe other than 'lbnant; or if(Page 3) [\[2\]](#)
- o "D ■ 2o CwD at ed(Page 6) [\[2\]](#)
- During the Elimination Period, the Base Annual Rent shall be reduced in the proportion to which the area of the Eliminated Space bears to the total area of the Demised Premises immediately prior to the Elimination Date (including an equitable portion of the area of any corridors referred to in subparagraph B (3) of this Article as part of the area of the Eliminated Space for the purpose of computing such reduction), Tenant's percentage shall be reduced proportionately, and any prepaid portion of Base Annual Rent and Additional Rent for any period after the Elimination Date allocable to the Eliminated Space shall be returned by Landlord to Tenant;(Page 19) [\[2\]](#)

Document: Lease 216 E 45th 9th Floor.pdf

- (None identified)

Clause: Damage / Destruction / Casualty

Document: Summit_Financial_Lease_216East46thStreet.pdf

- tKJtice, to proceed with due diligence to make repairs required to be made by Tenant, the same may be made by Owner at the expense of Tenant, and the expenses thereof incurred by Owner shall be collectible, as additional rent, after rendition of a bill or statement therefore If the demised premises be or become infested with vermin.(Page 1) [\[2\]](#)
- inspnamtam, cr mcmvamrM nmrr+Jn by Ten**, and agree « th* Owner will a* be to rector my damage thereto or taptooe the aae/n Tdaot ber^y wah« tte prcrri*am of Secoc» 227 ci the E«l Property Lew and agree» fito prentatos cf tore artkto dtaß germ atto coorici xa h» daezardL(Page 2) [\[2\]](#)
- (a) If the demised premises or any part thereof shall be damaged by fire or other casualty.(Page 2) [\[2\]](#)
- b ol xe nn thsß be acquired or eoaSaareri Domain for(Page 2) [\[2\]](#)
- ahafI give inaiMfttea notice thereof to Owner and j toa icasa aiteH continue in full force and effect except as hereinafter set forth, (b) If foe domaed premia« are partially damaged or rendered partially untenantable by fire or other casualty, foe damages (hereto ahafI be repaired by, md« foe expescse of. Owner, and the nan and other items of additional ant, tnafl toefc repair «haß be substantially completed, shall be mportkoed from the day foD owing the casualty according to foe part of the demised premises which is usable, (c) If foe demised premises are totally damaged or rendered wholly untenantable by fire or other casualty, then foe rent end other hems of additional rent as berdüfbar expressly provided shall be proportkaatefy psjd up to foe drae of the casualty and thenceforth shafI cease until foe a*» wten the dazsaed presnsa tbafl bxve bea repaired and restored by Owner (or sooner reoccupied to pan by Tenant then rent shall be apporhoed as provided to.xubeectkn (b> shove), eebjeer to Owner's right to efct not to restore foe tame as hereinafter nronded (dj U the (kmued ptemlte» are rfMffw TTVifly unusable or (wbe&er or not 6» demised premia« are(Page 2) [\[2\]](#)
- GO days after adjutonent of (be mstrrance claim for such hre or casualty, whichever u vxmer, spedfymg a date for (be expiration of foe lease, which date thafI not be more than sixty (60) days after foe Bring cf roch notice, tod open the di*» «pwJfiwt in goidi notice foe tens of (his kan ahaß. «pp» as folly and completely as if such date were foe date sot forth above for foe terrenaticn of fnim nvi TeOSST riall ffafowirii gnif girrwVf Tid vacate foe demked premises without prcpdice bravevr, to Owner's rights and remedks sgatost lbnant under foe kaae {xitrsoos to effect oonr to soch 'mnanon, and any rent owing shall be paid op to sods dace, tod my payment of real made by Tenant which were oo acooont of any penod subaequaal to such date shall be returned to TfenasL Unless Owner dssfi save a wtnhsatka oetoce as prrried for heran.(Page 2) [\[2\]](#)

Lease Abstract for 216 East 46th Street/Summit Financial Printing (continued)

- Tenant shall cooperate with Owner's restoration by reactivating from the demised premises as promptly as reasonably practicable, and of Team (Page 2) [2]
- In the computation of such damage the difference between any installment of rent becoming due hereunder after the date of termination and the fair market value of the premises at the time of termination shall be deemed to be the date of termination at the rate of four percent (4%) per annum. (Page 3) [2]
- specifying each of the items of damage to be repaired shall be required of the Tenant. (Page 5) [2]
- 9-5 (e) notwithstanding the foregoing, if more than fifty (50%) percent of the rentable square footage of the demised premises are damaged or rendered untenantable, or if Tenant no longer has reasonable services at or means of access to the demised premises, and if Owner elects to perform restoration work as provided above Owner shall, within ninety (90) days following the date of the damage, cause a contractor or architect selected by Owner to give notice (the "Restoration Notice") to Tenant of the estimated date by which Owner's restoration work shall be substantially completed. If such date is more than twelve (12) months after the date of such damage, then Tenant shall have the right to terminate this Lease by giving notice to Owner not later than thirty (30) days following Tenant's receipt of the Restoration Notice. (Page 8) [2]
- If the actual time to perform Owner's restoration work in the demised premises shall exceed a period of three (3) months after the estimated date of substantial completion of such work as set forth in the Restoration Notice, then Tenant may give Owner a notice of termination after the expiration of such three (3) month period. If Tenant delivers such notice of termination, this Lease shall be deemed to have been terminated thirty (30) days after the date of the giving of the notice of termination, in the manner set forth in subparagraph (d) above. (f) notwithstanding the foregoing, if more than thirty-three and 33/100 (33.33%) percent of the rentable square footage of the demised premises shall be damaged or rendered untenantable and, based on the estimated date for the substantial completion of Owner's restoration work set forth in the Restoration Notice, the unexpired term of this Lease remaining after such estimated date shall be less than eighteen (18) months, then no later than thirty (30) days after the receipt of the Restoration Notice by Tenant, Tenant may deliver a notice of termination to Owner, and upon delivery of such notice this Lease shall terminate in the manner set forth in subparagraph (d) above; and (g). (Page 8) [2]
- In the event Tenant elects to so terminate the Lease, the Lease shall be deemed to be terminated on the date thirty (30) days after the date that the termination notice is received by Landlord, provided Landlord has not delivered possession of the Premises within such thirty (30) day period (the "Grace Period"). (Page 34) [2]

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- (None identified)

Clause: Lessee Default

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- Landlord warrants to the Tenant that the premises are free of all liens and encumbrances of any kind. (Page 2) [2]
- If the Tenant or any part of the premises shall be damaged or destroyed, the Tenant shall, within fifteen (15) days, if the Tenant shall have failed to comply with or remedy such damage, or if the said default or condition complained of shall be of a nature that the same cannot be completely cured or remedied within said fifteen (15) day period, and if the Tenant shall not have diligently acted during such period, and shall not thereafter with reasonable diligence and in good faith, proceed to remedy or cure such damage, then Owner may serve a written five (5) days notice of cancellation of this lease to the Tenant, and upon the expiration of said five (5) days this lease and the term thereunder shall end and expire as if the expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof, and Tenant shall then quit and surrender the demised premises to Owner; but the Tenant's obligations shall remain in effect and the term shall expire as if the Tenant shall be in default. (Page 3) [2]
- 9-5 (e) notwithstanding the foregoing, if more than fifty (50%) percent of the rentable square footage of the demised premises are damaged or rendered untenantable, or if Tenant no longer has reasonable services at or means of access to the demised premises, and if Owner elects to perform restoration work as provided above Owner shall, within ninety (90) days following the date of the damage, cause a contractor or architect selected by Owner to give notice (the "Restoration Notice") to Tenant of the estimated date by which Owner's restoration work shall be substantially completed. If such date is more than twelve (12) months after the date of such damage, then Tenant shall have the right to terminate this Lease by giving notice to Owner not later than thirty (30) days following Tenant's receipt of the Restoration Notice. (Page 8) [2]
- e-25 pasosc 31-4 rTgrior of £x 31-5. (Page 10) [2]
- /Jr

policy and upon Tenant's failure to provide and keep in force the aforementioned insurance, it shall be regarded as a material default, entitling Landlord to exercise any or all of the remedies as provided in this Lease. (Pages 15-16) [2]

- Tenant shall not then be in default hereunder beyond the expiration of any applicable grace, notice and/or cure period(s). (Page 21) [2]
- Any assignment or subletting described above may only be made upon the condition that (a) any such assignee or subtenant shall continue to use the Demised Premises in accordance with the terms of this Lease, (b) the principal purpose of such assignment or sublease is not the acquisition of Tenant's interest in this Lease or to circumvent the provisions of this Article, and (c) in the case of an assignment, any such assignee shall have a net worth and annual income and cash flow, determined in accordance with generally accepted accounting principles, consistently applied, after giving effect to such assignment, equal to the Tenant's net worth and annual income and cash flow, as so determined, on the date immediately preceding the date of such assignment. (Page 23) [2]
- Any default by Tenant under any other lease of space in the Building shall be deemed a default of the same nature under this Lease. (Page 25) [2]
- Failure to fund the Security Account within ten (10) days shall be deemed a material default under this Lease. (Page 29) [2]
- Tenant shall furnish Landlord a waiver of lien from each of Tenant's Contractor or subcontractor (in recordable form) immediately upon payment or else be deemed in material default

of this Lease.(Pages 32-33) [\[2\]](#)

- E. Tenant's rights under this Article are conditioned upon Tenant not being in default under this Lease beyond any applicable grace notice and/or cure period, if any.(Page 34) [\[2\]](#)
- F. Guarantor further agrees that if Tenant becomes insolvent or shall be adjudicated a bankrupt or shall file for reorganization or similar relief or if such petition is filed by creditors of Tenant, under any present or future Federal or State law.(Page 39) [\[2\]](#)
- was substantially complete and tenant was able to occupy the space beginning the ___ day of(Page 40) [\[2\]](#)

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- Licensee agrees to deliver to Licensor an evidence of insurance form (Evidence that the insurance as identified, is in full force, and conveys all the rights and privileges afforded under the policy), of the aforesaid insurance policy and upon Licensee's failure to provide and keep in force the aforementioned insurance, it shall be regarded as a material default, entitling Landlord to exercise any or all of the remedies as provided in this License.(Page 1) [\[2\]](#)

Clause: Lessor Default

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- (None identified)

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- (None identified)

Clause: Amending Agreement

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- made shall be ineffective to change, modify, discharge re effect an abandonment erf it in whole or in part, unless such executory agreement is in witfaM and sjflned by the party against whom enforcement of the change, mndiftciiTinn, fferhmgw nr «hanrinmyynf 1« <mtghf(Page 3) [\[2\]](#)

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- (None identified)

Clause: Arbitration

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- If there is a dispute between Landlord and Tenant as to the reasonableness of Landlord's refusal to consent to any sublease or assignment and Landlord has specifically agreed to be reasonable, such dispute shall be determined by arbitration in The City of New York in accordance with the prevailing rules of the American Arbitration Association.(Page 23) [\[2\]](#)
- Said dispute shall be determined in New York City, before a panel of three arbitrators and in accordance with the rules of the American Arbitration Association or its successor. Any proceeding relating to such arbitration shall be brought in the Supreme Court of New York, County of New York, and any judgment upon the award rendered by the arbitrators may be entered in the same Court.(Page 26) [\[2\]](#)

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- (None identified)

Clause: Change of Control

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- Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, or mortgage or otherwise encumber, all or any part of its interest in this Lease, sublet the Demised Premises, in whole or in part, or suffer or permit the Demised Premises or any part thereof to be used by other, without the prior written consent of Landlord in each instance.(Page 18) [\[2\]](#)
- H. Any transfer, by operation of law or otherwise of the interest of Tenant in this Lease (in whole or in part) or of a fifty (50%) percent or greater interest in Tenant (whether stock, partnership interest or otherwise) shall be deemed an assignment of this Lease within the meaning

of this Article.(Pages 22-23) [\[2\]](#)

- Anything contained herein to the contrary notwithstanding the provisions of this section H shall not apply to the sale of shares by persons other than those deemed "insiders" within the meaning of the Securities Exchange Act of 1934, as amended, where such sale is effected through any recognized exchange or through the "over-the-counter market", unless the same to be related to, result in or be the result of any merger, consolidation, tender offer, takeover or other activity involving the acquisition of control of Tenant by another unrelated corporation or legal entity.(Page 23) [\[2\]](#)
- L. Notwithstanding any other provision contained in this Lease, Tenant shall have the privilege, subject to the terms and conditions hereinafter set forth, without the consent of Landlord but subject to Tenant's satisfaction of the conditions set forth herein, and without Landlord having the right to terminate the Lease pursuant to subsection R14B hereof, to assign its interest in this Lease (i) to

Lease Abstract for 216 East 46th Street/Summit Financial Printing *(continued)*

any entity created by merger, reorganization, consolidation or recapitalization of or with Tenant, (ii) to a purchaser of all or substantially all of Tenant's assets or stock or other applicable type of equity interest (provided such purchaser shall have also assumed substantially all of Tenant's liabilities) or (iii) to a person which shall (1) Control, (2) be under the Control of, or (3) be under common Control with Tenant (any such person referred to in this clause (iii) being a "Related Entity").(Page 23) [\[2\]](#)

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- (None identified)

Clause: Governing Law

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- RIDER ANNEXED TO LEASE BETWEEN, 216 WATERMARK HOLDINGS LLC, AS LANDLORD, AND SUMMIT FINANCIAL PRINTING, AS TENANT, DATED _____, FOR ENTIRE 15TH FLOOR (THE "DEMISED PREMISES") IN THE BUILDING KNOWN AS 216 EAST 45TH STREET, NEW YORK, NEW YORK (THE "BUILDING")(Page 12) [\[2\]](#)
- The laws of the State of New York shall govern the validity, performance, and enforcement of this Lease.(Page 12) [\[2\]](#)
- Such rules notwithstanding, the arbitrators sitting in any arbitration arising hereunder shall be bound by the laws of the State of New York.(Page 26) [\[2\]](#)
- This Guaranty is made and delivered in New York, New York and shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York, without regard to the conflicts of laws principles thereof.(Page 39) [\[2\]](#)

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- (None identified)

Clause: Confidentiality

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- Tenant agrees that the financial terms of this Lease must remain confidential.(Page 36) [\[2\]](#)

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- (None identified)

Clause: Equitable Relief

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- Landlord shall not be liable to Tenant for a breach of Landlord's covenant not unreasonably to withhold such consent and Tenant's sole remedy in such event shall be to enter into the proposed sublet or assignment.(Page 23) [\[2\]](#)
- Tenant's sole remedy for any such withholding or delay shall be an action for injunction without bond or specific performance (the rights to money damages or other remedies being hereby specifically waived), and that such remedy shall be available only in those cases where Landlord shall have expressly agreed in writing not to unreasonably withhold its consent or approval or where as a matter of law Landlord may not unreasonably withhold its consent or approval.(Page 27) [\[2\]](#)

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- (None identified)

Clause: Force Majeure

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- ^This lease and the obligation of Tenant to ooy Perform: rent hereunder and perform all of the ether covenants and »oiiwrwit« hereunder on part of Tenant to be performed shall in no way bo affected, impaired or excused beemoo Owner is unkWo to fulfill any of its obligations under this lease, or to supply, or is delayed in supplying, any service expressly or inliedly to be siqqihal, or is unfrde to naufls, or u delayed in makmj, any repaw, adklitiora, alterations or decorations, or ia unable to supply, or ui delayed, in suf ' ' any emiipmect, fixtures or other mateials, if Owner is prevented of < from aontg so by reason of strike or labor troubles, or any cause ■ beyond Owner's sole control indndiog.(Page 4) [\[2\]](#)
- o "D ■ 2o CwD at ed(Page 6) [\[2\]](#)
- C. Except as otherwise expressly provided in this Lease, this Lease and the obligations of Tenant hereunder shall be in no way affected, impaired or excused because Landlord is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Lease by reason of strike, other labor trouble, governmental preemption or priorities or other controls in connection with a national or other public emergency or shortages of fuel, supplies or labor as a result thereof, fire or casualty, condemnation, acts of God or any other cause beyond Landlord's reasonable control.(Page 35) [\[2\]](#)

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- (None identified)

Clause: Insurance

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Lease Abstract for 216 East 46th Street/Summit Financial Printing (continued)

- Tenant shall take expense, before making any alterations, modifications or improvements obtain all permits, approvals and certifications required by any governmental or quasi-governmental bodies and (upon completion) effect of final approval thereof, and shall deliver promptly all such permits, up to and including the cost thereof. Tenant agrees to pay, and will cause Tenant's contractor and subcontractors to pay, such worker's compensation, commercial general liability, personal and property damage insurance as Owner may require. (Page 1) [2]
- to carry and which is allowed by law, Owner reserves the right to prohibit the use of any and all machinery and equipment (including but not limited to) and prohibited by Tenant at any time. (Page 2) [2]
- Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner (shall not be reimbursed by insurance, including but not limited to) is or may become liable. (Page 2) [2]
- A. Tenant, at its sole cost and expense, shall maintain at all times during the term of this Lease and at all times when Tenant is in possession of the Demised Premises, a comprehensive policy of commercial general liability insurance in which Landlord, Landlord's managing agent, any Superior Lessor (as hereinafter defined), any mortgagees designated by Landlord, and Tenant, are the additional insured, for any and all claims arising during the term of this Lease for damages or injuries to goods, wares, merchandise and property and/or for any personal injury or loss of life, in, upon or about the Demised Premises; protecting Landlord, Landlord's managing agent, any Superior Lessor, any mortgagees designated by Landlord, and Tenant against any liability whatsoever occasioned by accidents on or about the Demised Premises or any appurtenances thereto. Such policy is to be written by a good and solvent insurance company, satisfactory to Landlord, in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS per occurrence (combined single limit), TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS in aggregate with a THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS umbrella, tenant agrees to deliver to Landlord an evidence of insurance form (Evidence that the insurance as identified, is in full force, and conveys all the rights and privileges afforded under the policy), of the aforesaid insurance. (Page 15) [2]
- All such policies shall be for a period of not less than one year and shall contain the standard policy cancellation provisions issued by the Insurance Company and approved by the New York State Insurance Department. Insurance Company shall issue a standard ACP Certificate of Insurance with a fifteen (15) days' notice of cancellation, non-renewal or material change of said insurance. (Page 16) [2]
- Tenant shall be under no obligation to provide more insurance than similar tenants customarily maintain in similar buildings in the same neighborhood as the building, or to provide insurance coverage amounts that are not reasonable. (Page 16) [2]
- D. Tenant shall also obtain, at its own cost and expense, fire insurance to adequately cover all of Tenant's personal property which will be located in the demised premises. Landlord shall obtain and maintain throughout the term of this Lease fire insurance covering the full replacement value of the building, and general liability insurance with commercially reasonable limits of coverage. (Page 16) [2]
- a) Comprehensive general liability insurance, including, but not limited to, contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection with limits, of not less than \$ 1,000,000 per occurrence and \$2,000,000 in aggregate with a \$5,000,000 umbrella on a per location basis. (Page 32) [2]
- b) Worker's compensation or similar insurance in form and amounts required by law. (Page 32) [2]

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- A. Licensee, at its sole cost and expense, shall maintain at all times during the term of this License and at all times when Licensee is in possession of the demised premises, a comprehensive policy of commercial general liability insurance in which Licensor, Licensor's managing agent, any Superior Lessor (as hereinafter defined), any mortgagees designated by Licensor, and Licensee, are the additional insured, for any and all claims arising during the term of this Lease for damages or injuries to goods, wares, merchandise and property and/or for any personal injury or loss of life, in, upon or about the demised premises; protecting Licensor, Licensor's managing agent, any Superior Lessor, any mortgagees designated by Licensor, and Licensee against any liability whatsoever occasioned by accidents on or about the demised premises or any appurtenances thereto. (Page 1) [2]
- D. Licensee shall also obtain, at its own cost and expense, fire insurance to adequately cover all of Tenant's personal property which will be located in the demised premises. (Page 1) [2]

Clause: Jurisdiction

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- If there is a dispute between Landlord and Tenant as to the reasonableness of Landlord's refusal to consent to any sublease or assignment and Landlord has specifically agreed to be reasonable, such dispute shall be determined by arbitration in The City of New York in accordance with the prevailing rules of the American Arbitration Association. (Page 23) [2]
- Said dispute shall be determined in New York City, before a panel of three arbitrators and in accordance with the rules of the American Arbitration Association or its successor. Any proceeding relating to such arbitration shall be brought in the Supreme Court of New York, County of New York, and any judgment upon the award rendered by the arbitrators may be entered in the same Court. (Page 26) [2]
- 2nd Floor New York, New York 10001 (Page 29) [2]

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- (None identified)

Clause: Jury Trial Waiver

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Lease Abstract for 216 East 46th Street/Summit Financial Printing *(continued)*

- It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matter whatsoever arising out of or in any way connected with this lease, the relationship of Owner and Tenant, Tenant. (Page 4) [\[2\]](#)
- Guarantor hereby waives any right to trial by jury in any action or proceeding arising out of this Guaranty. (Page 39) [\[2\]](#)

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- (None identified)

Clause: Landlord Repair Obligations

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- Tenant, to proceed with due diligence to make repairs required to be made by Tenant, the same may be made by Owner at the expense of Tenant, and the expenses thereof incurred by Owner shall be collectible, as additional rent, after rendition of a bill or statement therefore if the demised premises be or become infested with vermin. (Page 1) [\[2\]](#)
- to carry and which is allowed by law, Owner reserves the right to prohibit the use of any and all mechanical and electrical equipment and appliances installed by Tenant at the premises. (Page 2) [\[2\]](#)
- inasmuch as, inasmuch as the Tenant, and agree that the Owner will be responsible for the repair of any damage thereto or to the premises or any part thereof. (Page 2) [\[2\]](#)
- If the premises or any part of the demised premises are damaged or rendered unusable or (wholly or partially) damaged by fire or other casualty, the damages (hereto) shall be repaired by, and the expense of, Owner, and the same and other items of additional rent, shall be substantially completed, shall be borne by the Tenant from the day following the casualty according to the part of the demised premises which is usable, (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent and other items of additional rent as hereinafter expressly provided shall be proportionately reduced up to the date of the casualty and thenceforth shall cease until the premises are repaired and restored by Owner (or sooner reoccupied to and by Tenant) then the rent shall be apportioned as provided to the Tenant. (b) If the premises are damaged or rendered unusable or (wholly or partially) damaged by fire or other casualty, then the rent and other items of additional rent as hereinafter expressly provided shall be proportionately reduced up to the date of the casualty and thenceforth shall cease until the premises are repaired and restored by Owner (or sooner reoccupied to and by Tenant) then the rent shall be apportioned as provided to the Tenant. (Page 2) [\[2\]](#)
- (1) If Tenant defaults in fulfilling any of the obligations herein, the premises in good order or condition, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgment, considers advisable and necessary for the proper operation of the premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. (Page 3) [\[2\]](#)
- In the event that the Tenant shall cause such merer and equipment to be replaced or repaired, and the cost thereof from Tenant on and after the date of such payment, Owner may pay such amount. (Page 4) [\[2\]](#)
- specifying each of the following items shall be required of Tenant: (Page 5) [\[2\]](#)
- (d) The Tenant shall be required to pay for the cost of water consumed, as shown on the meter as and when bills are rendered, and in the event Tenant defaults in the making of such payment, Owner may pay such amount. (Page 6) [\[2\]](#)
- 9-5 (e) notwithstanding the foregoing, if more than fifty (50%) percent of the rentable square footage of the demised premises are damaged or rendered untenantable, or if Tenant no longer has reasonable services at or means of access to the demised premises, and if Owner elects to perform restoration work as provided above, Owner shall, within ninety (90) days following the date of the damage, cause a contractor or architect selected by Owner to give notice (the "Restoration Notice") to Tenant of the estimated date by which Owner's restoration work shall be substantially completed. (Page 8) [\[2\]](#)
- Landlord shall not be liable or responsible for the even distribution of heat within the Demised Premises; and (Page 26) [\[2\]](#)
- In the event landlord or Landlord's representatives shall deem it necessary to remove any sign or signs in order to paint or to make any other repairs, alterations or improvements in or upon said premises, or the Building wherein the same is situated, or any part thereof, landlord shall have the right to do so, provided the same be removed and replaced promptly at the Landlord's expense. (Page 30) [\[2\]](#)
- Tenant shall be responsible at Tenant's cost and expense, for the maintenance, service and repair of the System, except that Landlord shall be responsible for all (i) replacements to the System and (ii) repairs to the System in excess of \$1,500.00 during any Lease Year, not resulting from Tenant's improper use or maintenance of the System. (Page 36) [\[2\]](#)

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- (None identified)

Clause: Tenant's Repairs / Maintenance

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- Tenant shall use and occupy the demised premises for General and Executive Office purposes. (Page 1) [\[2\]](#)
- Nothing in this article shall be construed to give Owner title to, or to prevent Tenant's removal of, trade fixtures, moveable office equipment, but upon removal of same from the demised premises, or upon removal of other fixtures as may be

Lease Abstract for 216 East 46th Street/Summit Financial Printing (continued)

required by Owner; Tenant shall immediately, and at its expense, repair and restore the demised premises to the condition existing prior to any such installations, and repair any damage to the demised premises or the building due to such removal. (Page 1) [2]

- Owner shall maintain and repair the exterior of the building throughout the term of this lease, take good care of the premises including the bathrooms and lavatory facilities (if the demised premises encompass the entire floor of the building), the windows and window frames, and the fixtures and appurtenances therein, and the tenant shall bear the sole cost and expense promptly to make all repairs thereto and the building, whether structural or non-structural in nature, caused by, or resulting from, the earthquake. (Page 1) [2]
- Tenant shall also repair any damage to the building and the demised premises caused by the moving of tenant's fixtures, furniture or equipment. (Page 1) [2]
- Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which would invalidate or be in conflict with public liability, fire or other policies of insurance it earned by or for the benefit of Owner or which shall do to any liability or responsibility to any person. Tenant shall not keep anything in the demised premises except as now or hereafter permitted by the Fire Department, Bond of Fire Underwriter, Fire (Page 1) [2]
- Throughout the duration of tenant's occupancy, tenant shall keep said meter and installed equipment in good working order and repair at tenant's own cost and expense. (Page 4) [2]
- Tenant shall further, at Tenant's expense, keep the sidewalk and curb in front of said premises clean and free from ice, snow, dirt and rubbish. (Page 6) [2]
- (i) Tenant may attach and affix fixtures to the demised premises, and all of Tenant's fixtures, even though so attached and affixed, may be freely removed by Tenant at any time during the term of this lease or the expiration thereof, but all damage to the demised premises caused by such removal shall be repaired by Tenant and (ii) Tenant shall not be required to remove and restore alterations and installations to the demised premises which are in the demised premises on the Commencement Date. (Page 7) [2]
- 4-3 interior of the 4-4 quality or class of the Building as it exists at the time of repair 4-5 of which Tenant has actual knowledge 4-6 to the extent such 6-1 to the extent 6-2 particular 6-3 but specifically excluding 6-4 particular 6-5 and of which Tenant has notice in writing 6-6 reasonable 7- 1 reasonably 8- 1 to the extent resulting from (Page 7) [2]
- To maintain or cause to be maintained the Demised Premises in a sanitary and safe manner, at Tenant's sole expense, provide for or cause to be provided all maintenance supplies, materials and equipment necessary to maintain the Demised Premises in such a manner. Tenant further agrees, at its sole cost and expense, to keep the floors of the Demised Premises in a clean and safe condition. (Page 30) [2]
- For that purpose Tenant will, at Tenant's sole cost and expense, install, utilize, maintain and replace, where necessary, an adequate ventilation system and other such equipment in the Demised Premises suitable to keep the Building and the hallways, lobbies and other portions thereof, and the adjacent sidewalk free from offensive odors and fumes emanating from the Demised Premises. (Page 30) [2]
- Employ an exterminator on a monthly basis, to keep the Demised Premises free of insects and mice (Page 31) [2]
- Tenant shall maintain the Demised Premises in a non-smoking environment. (Page 31) [2]
- Unless specifically contradicted in this Lease, Tenant accepts the Demised Premises in the condition it is in at the commencement of this Lease and Tenant shall maintain the Demised Premises in the same condition, order, and repair as it is in at that time, excepting only reasonable wear and tear arising from Tenant's proper use thereof in accordance with this Lease. (Page 35) [2]
- Tenant agrees to repair, immediately on Landlord's demand, any damage to the water apparatus, electric lights, fixtures, appliances, or appurtenances of the Demised Premises or of the Building which is caused by Tenant or Tenant's agent's acts, omissions, negligence, willful misconduct or neglect. (Page 35) [2]
- Subject to Lease Rider Article R45, Tenant understands and agrees that certain equipment and fixtures (including, but not limited to sinks, air conditioning units and lighting fixtures) are located

in the Demised Premises and that Tenant, while occupying the Demised Premises in accordance with this Lease, may utilize such equipment and fixtures in the manner in which those were intended to be used. Tenant also understands that it must maintain, repair and, if necessary, replace such equipment and fixtures. (Pages 35-36) [2]

- Tenant shall be responsible at Tenant's cost and expense, for the maintenance, service and repair of the System, except that Landlord shall be responsible for all (i) replacements to the System and (ii) repairs to the System in excess of \$1,500.00 during any Lease Year, not resulting from Tenant's improper use or maintenance of the System. (Page 36) [2]
- Tenant shall enter into a written air-conditioning service contract for the System with a vendor acceptable to Landlord who shall, pursuant to such service contract regularly service and maintain the System at Tenant's sole cost and expense. (Page 36) [2]
- Said service contract shall be renewed annually during the entire Lease term by Tenant at Tenant's sole cost and expense. (Page 36) [2]

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- Licensee shall, at its own cost and expense, furnish and install all risers, service wiring, and switches that may be necessary for such change required by the new provider or public utility company, and will at its own cost and expense, maintain and keep in good repair all such risers, wiring and switches. (Page 1) [2]
- From and after the commencement of the License term, Licensee shall be responsible at Licensee's cost and expense, for the maintenance, service and repair of the HVAC system. Within ten (10) days of the commencement of the License term, Licensee shall enter into a written air-conditioning service contract for the HVAC system with a vendor acceptable to Licensor who shall, pursuant to such service contract regularly service and maintain

the HVAC system at Licensee's sole cost and expense. (Page 2) [\[2\]](#)

Clause: Limitation of Liability

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- Tenant agrees that Tenant's sole remedy «law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty with regard to which Article 9 hereof shall apply. (Page 1) [\[2\]](#)
- any property committed by theft «lunage otherwise, net for my injury or damage to person or property resulting from any cause of whatsoever nature, whether caused by, or due to, the negligence of Owner, his agents, servants or employees; Owner or his agents» shall be liable for any damage caused by either tenant or persons then, open or absent from the building or city by operation of any private law. (Page 2) [\[2\]](#)
- tax insurance or any other insurance policy shall not be a condition precedent to the payment of any damages or compensation.

incurring liability to Tenant for any compensation, and such act shall have effect. (Pages 2-3) [\[2\]](#)

- Owner shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor «shall such revocation, determination or requirement be deemed constructive or actual eviction. (Page 3) [\[2\]](#)
- Owner shall in no event be liable in any way whatsoever for the non-performance of the lease. (Page 3) [\[2\]](#)
- Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances. nor shall the same be construed in any way to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for Owner's inability to obtain possession or complete any work required) until after Owner shall have given Tenant notice that Owner is able to deliver possession in the condition required by this lease. (Page 4) [\[2\]](#)
- Owner may remove same without any liability, and may charge the expense incurred by such removal to Tenant. Interior signs on doors and directory tablet shall be inscribed, painted, or affixed for Tenant by Owner at the expense of Tenant, and shall be of a size, color and style acceptable to Owner. (Page 6) [\[2\]](#)
- Tenant shall be responsible for all persons for whom it requests such pass, and shall be liable to Owner for all acts of such persons. (Page 6) [\[2\]](#)
- C. Landlord shall not be liable to Tenant for any loss or damage or expense which Tenant may sustain or incur if either the quantity or character of electric service is changed or is no longer available or suitable for Tenant's electrical requirements except to the extent caused by the negligence or willful misconduct of Landlord and/or its agents. (Page 13) [\[2\]](#)
- Tenant shall not be released from any liability under this Lease, and Landlord shall not incur any liability for any loss or damage sustained by Tenant therefrom. (Page 14) [\[2\]](#)
- Tenant shall look only to Landlord's estate and property in the Building (and the rents and proceeds thereof) for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord hereunder. Tenant agrees that no other property or assets of Landlord or its partners or principals, disclosed or undisclosed, shall be subject to lien, levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Demised Premises. (Page 17) [\[2\]](#)
- Landlord shall not be liable to Tenant for a breach of Landlord's covenant not unreasonably to withhold such consent and Tenant's sole remedy in such event shall be to enter into the proposed sublet or assignment. (Page 23) [\[2\]](#)
- Tenant shall remain liable for the maximum amount of Rent and other amounts which are legally payable; and (Page 25) [\[2\]](#)
- Landlord shall not be liable or responsible for the even distribution of heat within the Demised Premises; and (Page 26) [\[2\]](#)
- G. Landlord shall have no liability for delay hereunder including but not limited to delays by Tenant in submitting any plans or materials to Landlord in order for Landlord to complete Landlord's Work hereunder. (Page 34) [\[2\]](#)
- Landlord shall not be subject to any liability for its failure to deliver possession of the premises to Tenant. (Page 34) [\[2\]](#)
- A. Neither Landlord nor any agent or employee of Landlord shall be liable to Tenant (except to the extent caused by the negligence or willful misconduct of Landlord and/or Landlord's agent, representatives, contractors, employees) for any injury or damage to Tenant or to any other person or for any damage to, or loss (by theft or otherwise) of, any property of Tenant or of any other person, irrespective of the cause of such injury, damage or loss, it being understood that no property, other than such as might normally be brought upon or kept in the Demised Premises as an incident to the reasonable use of the Demised Premises for the purpose herein permitted, will be brought upon or be kept in the Demised Premises. (Page 35) [\[2\]](#)
- Guarantor further agrees that its liability under this Guaranty shall be primary and that in any right of action which may accrue to Landlord under the Lease, Landlord may, at its option, proceed against Guarantor or Tenant without having commenced any action against or having obtained any judgment against Tenant or Guarantor. (Page 39) [\[2\]](#)

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- Licensor, its agents, servants and/or employees shall not be liable for any loss and/or damage to the property of the Licensee. (Page 1) [\[2\]](#)
- C. Licensor shall not be liable to Licensee for any loss or damage or expense which Licensee may sustain or incur if either the quantity or character of electric service is changed or is no longer available or suitable for Licensee's electrical requirements, provided such change was not requested by or caused by Licensor. (Page 1) [\[2\]](#)

Lease Abstract for 216 East 46th Street/Summit Financial Printing *(continued)*

- Landlord shall have no liability for delay hereunder including, but not limited to, delays by Tenant in submitting Tenant's Plans or materials to Landlord in order for Landlord to complete Landlord's Work hereunder (Page 2) [\[2\]](#)

Clause: No Liens / Lien Lifting

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- (None identified)

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- (None identified)

Clause: No Recordation / Memorandum of Lease

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- b ol xe nn thsß be acquired or eoaSaareri Domain for (Page 2) [\[2\]](#)

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- (None identified)

Clause: Quiet Enjoyment / Non-Disturbance

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- Owner covenantt nixl agnsra with TbuBit that Rnjoyroent: upon Daunt paying the rent and additional rntf and owervmg and pcrlonmng all the terms, covenant» and coodiBona, on Thnant'a part to be observed and performed, Ibnant may peaceably and quietly enjoy the promises hereby demised, subject, nererthekss, to the term» and condition» of this lease {Deluding, but not limited to, Article 34 hereof, nnd to the ground leases, underlying leases arid mortgages hereinbefore mentioned (Page 4) [\[4\]](#)

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- (None identified)

Clause: Subrogation Waiver

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- Tenant «haß indemnify and aave harmku Owner ag^nzrt and finm all liabibdea, obligations, damegee, penahka, claim», coats and expenses for which Owner (haß not be tzhnbuned by insurance, tnrfodmg reaaxabk aomcy't foae. » (Page 2) [\[2\]](#)
- C. Tenant and Landlord shall each secure an appropriate clause in, or an endorsement upon, its property damage insurance policy covering or applicable to the building, demised premises, fixtures, and equipment located therein or thereon pursuant to which the insurance company waives subrogation and permits the insured, prior to any loss, to agree with a third party to waive any claim it might have against said third party without invalidating the coverage under the insurance policy. The waiver of subrogation or permission for waiver of any claim shall extend to Landlord and its agents and Tenant, its agent and subtenants, as applicable. However, if one party's insurance carrier prohibits waiver of subrogation regardless of premium, then the other party's release and waiver shall become null and void, it being understood that in this instance each waiver is given in consideration for the other. Each party covenants that from and after the date possession of the premises is delivered to Tenant its property damage insurance policies will contain waiver of subrogation endorsements, and that if such endorsements, for any reason whatsoever, are about to become unavailable, it will give the other party not less than thirty (30) days prior written notice of such impending unavailability. (Page 16) [\[16\]](#)
- Landlord hereby releases Tenant, Tenant's partners or principals, disclosed or undisclosed, and its agents and their respective employees in respect to any claim occurring during the term of this Lease and normally covered under a property policy in the form normally used in respect to similar property in (Page 16) [\[16\]](#)

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- C. Licensee shall secure an appropriate clause in, or an endorsement upon, any insurance policy covering or applicable to the demised premises, fixtures, and equipment located therein or thereon, naming Licensor and Managing Agent as additional insureds and pursuant to which the insurance company waives subrogation and permits the insured, prior to any loss, to agree with a third party to waive any claim it might have against said third party without invalidating the coverage under the insurance policy. The waiver of subrogation or permission for waiver of any claim shall extend to Licensor and its agents. (Page 1) [\[1\]](#)

Clause: Survival

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- Tenant «haß indemnify and aave harmku Owner ag^nzrt and finm all liabibdea, obligations, damegee, penahka, claim», coats and expenses for which Owner (haß not be tzhnbuned by insurance, tnrfodmg reaaxabk aomcy't foae. » (Page 2) [\[2\]](#)
- This Clause, as well as the "waiver of jury trial" provision of this Lease, shall survive the expiration, early termination, or cancellation of this Lease or the term thereof. (Page 17) [\[17\]](#)
- The provisions of this Article R19 shall survive the expiration or termination of this Lease. (Page 25) [\[25\]](#)
- The acceptance by Landlord of payments under this Guaranty or the acceptance of a surrender of the Demised Premises shall not be deemed a release or waiver by Landlord of any obligation of the Tenant under the Lease, and Tenant's obligations shall survive such acceptance and surrender. (Page 38) [\[38\]](#)

Lease Abstract for 216 East 46th Sreet/Summit Financial Printing *(continued)*

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- (None identified)

Clause: Third Party Beneficiaries

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- (None identified)

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- (None identified)

Clause: Time of the Essence

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- (None identified)

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- (None identified)
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