# **COMMERCIAL LEASE AGREEMENT**

**This Lease Agreement ("Agreement") is entered into on March 1, 1997, by and between:**

**LESSOR: S.N.Y., INC. ("Landlord") LESSEE: KWIK INTERNATIONAL COLOR, LTD. ("Tenant")**

**PROPERTY: The Landlord hereby leases to the Tenant the commercial property located at: 229 West 28th Street, Manhattan, New York, NY 10001 Specifically, Room 706-714 and 707-713 (approximately 6,900 square feet on the Seventh Floor)**

1. **TERM OF LEASE The term of this lease shall commence on March 1, 1997, and shall terminate on February 28, 2009. This Agreement shall be considered a fixed-term lease for twelve (12) years.**
2. **RENT The Tenant agrees to pay the Landlord the following annual rental rates:**

* **From March 1, 1997 to February 28, 2003: $110,400 per year**
* **From March 1, 2003 to February 28, 2009: $117,300 per year**

**Rent shall be paid in equal monthly installments in advance on the first day of each month. The monthly installments are:**

* **From March 1, 1997 to February 28, 2003: $9,200 per month**
* **From March 1, 2003 to February 28, 2009: $9,775 per month**

**If rent is not received by the fifth day of the month, a late fee may be assessed as determined by the Landlord.**

1. **SECURITY DEPOSIT The specific amount of security deposit is not detailed in the original lease. The Tenant shall deposit a security amount with the Landlord as security for the faithful performance of all lease terms.**
2. **USE OF PREMISES The premises shall be used exclusively for printing and graphic services in accordance with the building's certificate of occupancy. No other use is permitted without prior written consent of the Landlord.**
3. **UTILITIES The Tenant shall be responsible for payment of utilities, including but not limited to:**

* **Electrical current**
* **Water charges**
* **Sprinkler supervisory service ($18.00 per month)**
* **Any additional utility or service charges as specified in the lease**

1. **MAINTENANCE AND REPAIRS The Tenant shall:**

* **Maintain the premises in good condition**
* **Repair any damage caused by the Tenant's use**
* **Promptly notify the Landlord of any defective conditions**
* **Be responsible for repairs necessitated by the Tenant's actions**

1. **ALTERATIONS The Tenant shall not make any changes or alterations to the premises without the prior written consent of the Landlord. Any permitted alterations must:**

* **Be non-structural**
* **Not affect utility services or plumbing and electrical lines**
* **Be performed using contractors approved by the Landlord**
* **Comply with all governmental requirements**
* **Be at the Tenant's expense**

1. **RESTRICTIONS The Tenant shall:**

* **Not obstruct common areas**
* **Not use hazardous or combustible materials**
* **Not create nuisances that disturb other tenants**
* **Comply with all building rules and regulations**

1. **SUBLETTING The Tenant shall not assign, mortgage, encumber, sublet, or permit the premises to be used by others without the prior written consent of the Landlord.**
2. **RIGHT OF ENTRY The Landlord reserves the right to enter the premises:**

* **In emergencies**
* **To make repairs**
* **To inspect the premises**
* **To show the property to prospective purchasers or tenants (especially during the last six months of the lease)**

1. **TERMINATION Upon termination of this lease, the Tenant shall:**

* **Surrender the premises in good condition**
* **Remove all personal property**
* **Clean the premises thoroughly**
* **Return all keys**

1. **DEFAULT If the Tenant fails to pay rent or breaches any lease terms, the Landlord may:**

* **Terminate the lease**
* **Re-enter and repossess the premises**
* **Collect damages and unpaid rent**

1. **INSURANCE AND LIABILITY The Tenant shall:**

* **Maintain required insurance**
* **Indemnify the Landlord against claims**
* **Be responsible for any damages caused by the Tenant's use of the premises**

1. **GOVERNING LAW This Agreement shall be governed by the laws of the State of New York.**
2. **ENTIRE AGREEMENT This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and representations.**
3. **ADDITIONAL TERMS The Tenant agrees to comply with all rules and regulations attached to the original lease, including but not limited to restrictions on signage, noise, and use of common areas.**

**SIGNATURES**

**LANDLORD: Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: Richard J. Sirota S.N.Y., INC.**

**TENANT: Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: Walter Berkower KWIK INTERNATIONAL COLOR, LTD.**

**ACKNOWLEDGMENT By signing above, both parties acknowledge that they have read, understood, and agree to be bound by all terms and conditions of this Lease Agreement.**