**FOOD AND BEVERAGE USE RIDER**

Insofar as the Permitted Use involves the sale of food or beverage, including alcoholic beverages with all applicable licenses therefore, the following shall apply:

1. Tenant shall keep any garbage, trash, rubbish or other refuse in vermin-proof refrigerated containers within the interior of the Premises that are kept closed until removed.
2. As part of Tenant’s Work, Tenant shall perform the following work in accordance with the provisions of this lease: (a) sound proof the Premises so that Tenant’s use of the Premises shall not disturb other tenants in the Building, (b) install screens and traps in sinks to prevent food and grease from clogging the waste line(s) serving the Premises and any waste line(s) serving other areas of the Real Property; (c) install ventilation equipment including hoods and exhaust fans of adequate quality, capacity and size to keep the Premises free of smoke, odors, vapors and fumes and to prevent the same from escaping the Premises; (d) install a water meter or submeter to measure consumption at the Premises; and (e) install a separate hot water system.
3. If Tenant serves alcoholic beverages in the Premises, the following shall apply: Tenant shall at all times comply with all requirements, rules, restrictions, and regulations promulgated by the New York State Liquor Authority and the Alcoholic Beverage Control Board, and any other Authority having jurisdiction over the sale of alcoholic beverages; and Landlord shall, at Tenant’s request, but at no cost to Landlord, cooperate with Tenant’s efforts to obtain a liquor license for the sale of alcoholic beverages in the Premises. In any event, all alcoholic beverage service and consumption shall be conducted in an orderly and responsible manner and in compliance with all applicable Laws.
4. Landlord does not warrant that the Premises may be lawfully used for the business to be conducted by Tenant in the Premises; nor that any governmental certificate, license or permit which may be required for the business to be conducted by Tenant in the Premises, will be granted, or if granted, will be continued in effect or renewed. Tenant shall, upon Landlord's request, promptly deliver to Landlord duplicate copies of any governmental certificate, license or permit required for the lawful conduct of Tenant's business. Tenant shall at all times comply with the terms and conditions of each such certificate, license or permit. It is understood and agreed that Tenant's obligations under this lease shall in no way be affected or impaired by reason of Tenant's inability to secure and/or maintain such certificates, licenses or permits.
5. As the Premises are located in New York City, Tenant shall continuously maintain during the term of this Lease a public assembly permit for the Premises if such permit is required by applicable Law.
6. Tenant shall maintain, in addition to the insurance otherwise required by this Lease, (a) personal injury liability including, without limitation, coverage for libel, slander, false arrest and malicious prosecution, (b) check room liability, and (c) if Tenant sells alcoholic beverages at the Premises, liquor sales and dram shop liability coverage in such amounts as Landlord reasonably requires.
7. The Premises shall not be used for a dance hall, cabaret or discotheque and no live music, dancing or live entertainment of any type shall be permitted in the Premises.
8. Tenant at its sole cost and expense, and in accordance with all governmental regulations, shall install and maintain (i) in its kitchen an Ansul and/or such other fire protective system as may be required by Landlord’s insurance company and by applicable law, (ii) grease traps in form, quality, and substance suitable for the use and operation of the business of Tenant, and (iii) venting to, into, and from the Premises suitable for the use and operation of the business of tenant at the Premises. Tenant shall, further, at its sole cost and expense, be liable and responsible for repairing and cleaning any and all of the foregoing, including also any and all waste drains and pipes in and from the Premises which may become clogged or stopped from any waste or sewage emanating from the Premises.
9. Tenant shall, at its own cost and expense, install in such area as may be reasonably approved by Landlord in writing, maintain, keep in good working order, repair and maintain in clean condition, a ventilating system and kitchen exhaust stack, conforming with all codes, including, but not limited to, the NYC Administrative Code, and all applicable laws and regulations, so that at all times all odors and fumes of any kind and any nature whatsoever emanating from the Premises, shall be removed. In furtherance of the foregoing: (a) Tenant at its sole cost and expense, and in accordance with all governmental regulations, including but not limited to Section 27-4275 of the New York City Administrative Code (the “Code”), entitled ventilation and maintenance of restaurant type cooking equipment, shall install and maintain (i) in its kitchen an Ansul and/or such other fire protective system as may be required by Landlord’s insurance company and by applicable law, (ii) grease traps in form, quality, and substance suitable for the use and operation of the business of Tenant, and (iii) venting to, into, and from the demised premises suitable for the use and operation of the business of tenant at the demised premises . Tenant shall, further, at its sole cost and expense, be liable and responsible for repairing and cleaning any and all of the foregoing, including also any and all waste drains and pipes in and from the demised premises which may become clogged or stopped from any waste or sewage emanating from the demised premises; (b) Tenant shall install and maintain in good order and repair at its sole cost and expense, grease traps, filters, and other devices to prevent the accumulation of grease and other foreign substances in the waste lines leading from the Demised Premises and to cause the ducts thereof to be cleaned as often as may be required to keep the same free from grease and other foreign substances to allow them to operate efficiently; (c) Tenant agrees to conduct its business in such manner that no odors of any kind or nature shall penetrate from the demised premises to any other part of the Building, and Tenant shall, at its own cost and expense, install in such area as may be reasonably approved by Landlord in writing, maintain, keep in thorough good working order, repair and maintain in clean condition, a ventilating system and kitchen exhaust stack, conforming with all codes, including, but not limited to, the Code, and all applicable laws and regulations, so that at all times all odors and fumes of any kind and any nature whatsoever emanating from the demised premises, shall be removed. If, at any time, during the term hereof the ventilating system or the kitchen exhaust stack, or the manner of operation of the ventilation system shall be deemed unsatisfactory to Landlord, Landlord may give Tenant written notice specifying the changes, alterations, or repairs to be made to the said kitchen exhaust stack and/or ventilation system, and within thirty (30) days thereafter, Tenant shall, at its own cost and expense, alter, repair, or replace the kitchen exhaust stack and/or ventilation system in the manner reasonably specified by the Landlord; (d) Tenant shall enter into a contract with a qualified company which performs inspection, maintenance, and cleaning of the systems required hereunder, including, but not limited to, those required by subparagraphs a, b and c above in compliance with the Code. Such company shall render to Landlord a copy of each such report setting forth the results of each such inspection, any deficiencies noted and the steps undertaken to remedy such deficiencies. Any contract for the foregoing must contain a provision that provides, in the event the contract of such company is for any reason ever cancelled or terminated, any such cancellation or termination shall only be effective on 30 days advance written notice to Landlord. If more frequent inspections are required by Landlord’s insurance carrier, Tenant shall provide and pay for such additional inspections. Copies of all such reports shall be posted and maintained on the demised premises as and to the extent required by the Code.