

## FOOD USE RIDER

If the Permitted Use is a restaurant use or otherwise involves the sale of food or beverage, 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. Every two (2) weeks Tenant shall clean all hood grease filters and clean all grease traps and grease interceptors by physically removing the grease and cleaning with a chemical degreasing agent. Tenant shall maintain cleaning records for periodic inspection by Landlord.
3. Tenant shall, every calendar quarter, steam clean ventilation hoods, clean exhaust fans and roof vents. Tenant shall maintain records of such cleaning for periodic inspection by Landlord.
4. 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.
5. 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. Service of liquor (if permitted under this lease) shall be conducted in an orderly and responsible manner and in compliance with all applicable Laws.
6. 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.
7. If 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.

8. Tenant shall maintain, in addition to the insurance required by Article \_\_\_\_,  
(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.
9. The Premises shall not be used for a dance hall, cabaret or discotheque and no music, dancing or live entertainment of any type shall be permitted in the Premises.