

Rider annexed to and made part of lease dated as of May 10, 2016 by and between [REDACTED] ENTERPRISES, LLC, as Landlord or Owner, and [REDACTED] NA ROSSOBLU CORP. as Tenant, covering store Premises located at [REDACTED] St. New York, NY

40. LEASED PREMISES: The Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the ground floor store, together with a southerly portion of the basement underneath (exclusive of the area within the walls surrounding the heating plant), together with the second floor excluding public halls and stairs. Tenant shall be permitted to use and occupy the Premises only for the purposes of a Restaurant and bar with servers (provided that such use is not represented by Landlord to be valid or legal or a condition to this Lease).

a. The demised second floor space shall be used and occupied by the Tenant solely as a dining room to be operated in conjunction with and as part of the restaurant or bar and grill maintained by the Tenant in the ground floor store of the Landlord's said building, and for no other purpose. The tenant, its agents, employees, customers and invitees, shall have regular access to and egress from such second floor space through and by means of the stairway leading directly from the aforesaid ground floor store to said second floor space, which stairway shall be maintained and repaired by the Tenant at the Tenant's own cost and expense. The public stairway in said building shall be used by the Tenant, its agents, employees, customers and invitees solely as an emergency means of egress or exit from the Premises demised to the Tenant, and not otherwise.

The Landlord shall have the right, at all times during the term of said Lease and without any payment or other obligation therefore to the Tenant, to keep and maintain in that portion of the basement space demised to the tenant the boiler and tanks now located in said space, including the area within the walls surrounding the present heating plant and any and all other facilities and equipment including future conversion to New York Steam, and to replace or modify the existing boiler and related equipment and any exhaust systems or lines with a new or different boiler and/or hot water heater and to make the necessary configurations in the boiler and surrounding areas necessary or desirable to effect such modifications and replacements, which, in the Landlord's sole judgment, may be required for or in connection with the use of operation of the building of which the demised Premises form a part including construction of a separate room housing the boiler and hot water heaters if the Landlord deems it appropriate; and the Landlord and his employees, agent, and representatives shall have and be given and granted full and free access to said basement space at all such times and on all such occasions as said Landlord may deem necessary or desirable, and full and free access to utility meters and fuel tank.

b. The Tenant agrees that the Landlord shall not be liable for damage to person or property of Tenant or Tenant's customers caused by leaks, breaks or overflows of pipes, drains or plumbing fixtures, or by falling plaster, imperfect wiring or construction within the demised Premises or by any other thing whatsoever, except if caused by Landlord's negligence

The Tenant shall, at Tenant's own cost and expense secure and thereafter keep and maintain in full force and effect throughout the term of this Lease all such licenses.