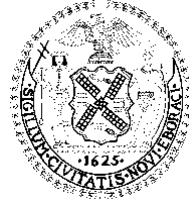


Jeannine Kiely, *Chair*
Susan Kent, *First Vice Chair*
Valerie De La Rosa, *Second Vice Chair*
Mark Diller, *District Manager*



Antony Wong, *Treasurer*
Amy Brenna, *Secretary*
Ritu Chattree, *Assistant Secretary*

COMMUNITY BOARD NO. 2, MANHATTAN

3 WASHINGTON SQUARE VILLAGE
NEW YORK, NY 10012-1899

www.cb2manhattan.org

P: 212-979-2272 F: 212-254-5102 E: info@cb2manhattan.org

Greenwich Village ✦ Little Italy ✦ SoHo ✦ NoHo ✦ Hudson Square ✦ Chinatown ✦ Gansevoort Market

COMMUNITY BOARD 2 APPLICATION FOR A LIQUOR LICENSE

Please fill out this questionnaire, including the date, and return to the Community Board 2 office by email to arrive **no later than the month's due date** which can be found on CB2 Manhattan's website (<https://cbmanhattan.cityofnewyork.us/cb2/resources/sla-questionnaire/>). When meetings return to in person, please also provide an additional 5 copies plus supporting material requested to the SLA committee meeting.

Failure to complete and return the questionnaire and supporting materials on time will result in your item being removed from the agenda.

Failure to provide a completed questionnaire or failure to present before CB2 will result in notifying the State Liquor Authority (SLA) of your noncompliance with the community review process.

If you need to reschedule, please notify the Community Board 2 office no later than the Friday prior to the scheduled meeting. Speak to Florence Arenas at the Board Office. **A maximum of 1 layover** request will be granted per application. **Failure to reappear without notification will result in a recommendation to deny this application.**

The following supporting materials are **required** for this application:

1. A list of all other licensed premises (including Beer and Wine) within 500 ft. of this location.
2. If the license being applied for is subject to the 500 ft. rule, please provide a copy of the public interest statement that will be submitted to the SLA.
3. Floor plans of the premise, clearly indicating the location of all entrances and exits, windows, bars, tables and chairs, patron and employee bathroom(s) and kitchen layout to be licensed. Please include seat and table counts on the plans for each area. **If outdoor seating of any kind** is included in the application please download and complete **CB2 SLA's Addendum for Outdoor Seating**. For any multi-floor, multi-room or hotel applications, please provide detailed plans for each floor and/or separate areas to be included in the licensed premises that are clearly labeled.
4. Proposed menu with general price ranges, if applicable.
5. Certificate of Occupancy or Letter of No Objection for the premises showing that the proposed use is permitted, including specific use of all outdoor areas within the property line.
6. If unable to show the proposed use is permitted, including for outdoor areas within the property line, please provide a detailed explanation for how the proposed use sought will be permitted and please provide any plans filed or to be filed with the Buildings Department.
7. Letter of Understanding or Letter of Intent from the Landlord.

8. Provide proof of community outreach to area block associations and immediately impacted residents in the building and surrounding area to notify them of your pending application and Community Board meeting information. Copies of any mailings to, and signatures or letters from Residential Tenants at location and from surrounding buildings may be submitted with home address and contact information. (i.e. a letter from the neighborhood block association or petition in support with home address and contact information.)
9. A copy of your NYS Liquor Authority application as it will be submitted to the SLA (excluding financial information).
10. If this is for a **Corporate Change**, please provide the **Current Approved Corporate Set-Up and the Proposed Corporate Set-Up** along with existing executed stipulations with CB2 if applicable.
11. If this is for any type of **Alteration Application**, please provide detailed information regarding the current situation and the proposed changes outlined as an addendum. If adding or subtracting space, please provide current and proposed diagrams.
12. If this application is for a **Change in Method of Operation**, please provide the current method of operation and the proposed changes in method of operation as an addendum.

Meeting Date: 03/15/2023

APPLICANT INFORMATION:

Name of applicant(s): Likeminded Hospitality LLC

Trade name (DBA): Roscioli

Premises address: 43 MacDougal Street, New York, 10011 NY, USA

Cross Streets and other addresses used for building/premise:

CONTACT INFORMATION:

Principal(s) Name(s): Mattia Moliterni

Office or Home Address: [REDACTED]

City, State, Zip: Roma, 00199, Italia

Telephone #: [REDACTED] email : [REDACTED]

Landlord Name / Contact: Dromos Corp./ Para Mac Holding LLC

Landlord's Telephone and Fax: [REDACTED]

NAMES OF ALL PRINCIPAL(s): NAMES / LOCATIONS OF PAST / CURRENT LICENSES HELD

Mattia Moliterni _____

Ariel Arce 127 MacDougal Street / 43 MacDougal Street / 357 West Broadway

Briefly describe the proposed operation (i.e. "We are a family restaurant that will focus on..."):
Roscioli is an Italian restaurant which will offer a typical Italian menu and will focus on high-quality
ingredients and Italian wine, offering a la carte and wine-tasting dinners.

WHAT TYPE(S) OF LICENSE(S) ARE YOU APPLYING FOR (MARK ALL THAT APPLY):

a new liquor license (Restaurant Tavern / On premise liquor Other)

an UPGRADE of an existing Liquor License

an ALTERATION of an existing Liquor License

a TRANSFER of an existing Liquor License

a HOTEL Liquor License

a DCA CABARET License

a CATERING / CABARET Liquor License

a BEER and WINE License

a RENEWAL of an existing Liquor License

an OFF-PREMISE License (retail)

OTHER : _____

If upgrade, alteration, or transfer, please describe specific nature of changes:

(Please include physical or operational changes including hours, services, occupancy, ownership, etc.)

Transfer of the license from Badhair LLC (serial number: 1315500) to Likeminded Hospitality LLC

If this is for a new application, please list previous use of location for the last 5 years:

Is any license under the ABC Law currently active at this location? yes no

If yes, what is the name of current / previous licensee, license # and expiration date: _____

Badhair LLC #1315500 expiration date: 01/31/2025

Have any other licenses under the ABC Law been in effect in the last 10 years at this location?

yes no

If yes, please list DBA names and dates of operation:

PREMISES:

By what right does the applicant have possession of the premises?

Own Lease Sub-lease Binding Contract to acquire real property other: _____

Type of Building: Residential Commercial Mixed (Res/Com) Other: _____

Number of floor: 1st and ground Year Built : 1899

Describe neighboring buildings: Residential neighborhood with additional restaurants on MacDougal street

Zoning Designation: Commercial ground floor - commercial first floor

Zoning Overlay or Special Designation (applicable) _____

Block and Lot Number: 00520 / 83

Does the premise occupy more than one building, zoning lot, tax lot or more than one floor? yes no

Is the premise located in a historic district? yes no

(if yes, have all exterior changes or changes governed by the Landmarks Preservation Commission (LPC) been approved by the LPC? yes no, please explain : no exterior alterations

Will any outside area or sidewalk café be used for the sale or consumption of alcoholic beverages? (including sidewalk, roof and yard space) no yes : explain No, other than City Street Program

What is the proposed Occupancy? COO: 100

Does the premise currently have a valid Certificate of Occupancy (C of O) and all appropriate permits?

no yes

If yes, what is the maximum occupancy for the premises? 54 on the ground floor - 46 on the first floor

If yes, what is the use group for the premises? 6

If yes, is proposed occupancy permitted? yes no, explain : _____

If your occupancy is 75 or greater, do you plan to apply for Public Assembly permit? yes no

Do you plan to file for changes to the Certificate of Occupancy? yes no
(if yes, please provide copy of application to the NYC DOB)

Will the façade or signage be changed from what currently exist at the premise? no yes

(if yes, please describe: Only name change on interior glass

INTERIOR OF PREMISES:

What is the total licensed square footage of the premises? 2367 sqft

If more than one floor, please specify square footage by floors: first floor: 1076 sqft / ground floor: 1291 sqft

If there is a sidewalk café, rear yard, rooftop, or outside space, what is the square footage of the area?

No

If more than one floor, what is the access between floors? Internal staircase

How many entrances are there? 3 How many exits? 3 How many bathrooms? 2

Is there access to other parts of the building? no yes, explain: _____

OVERALL SEATING INFORMATION:

Total number of tables? 18 Total table seats? 100

Total number of bars? 0 Total bar seats? 0

Total number of "other" seats? 12 please explain: food counter seats

Total OVERALL number of seats in Premises: 100

BARS:

How many *stand-up bars / bar seats are being applied for on the premises? Bars 0 Seats 0

How many service bars are being applied for on the premises? 1- intended as a service counter

Any food counters? no yes, describe: food counter in front of the open kitchen with 12 seats

For Alterations and Upgrades:

Please describe all current and existing bars / bar seats and specific changes: _____

No changes to current layout on space, just re-desining

* A stand-up bar is any bar or counter (whether seating or not) over which a member of the public can order, pay for and receive food and alcoholic beverages.

PROPOSED METHOD OF OPERATION:

What type of establishment will this be? (check all that apply)

Bar Bar & Food Restaurant Club/ Cabaret Hotel Other: _____

What are the Hours of Operation?

Sunday: Monday: Tuesday: Wednesday: Thursday: Friday: Saturday:

12am to 11pm 12am to 11pm 12am to 11pm 12am to 11pm 12am to 12pm 12am to 1am 12am to 1am

Will the business employ a manager? ___ no yes, name / experience if known : Mattia Moliterni

Will there be security personnel? no ___ yes(if yes, what nights and how many?) _____

Do you have or plan to install French doors, accordion doors or windows that open? ___ no ___ yes

If yes, please describe : _____

Will you have TV's ? no ___ yes (how many?) _____

Type of MUSIC / ENTERTAINMENT: ___ Live Music ___ Live DJ ___ Juke Box Ipod / CDs ___ none

Expected Volume level: Background (quiet) ___ Entertainment level ___ Amplified Music
(check all that apply)

Do you have or plan to install soundproofing? ___ no yes

IF YES, will you be using a professional sound engineer? No

Please describe your sound system and sound proofing: _____

installing on the ceilings professional grade sound proofing pannels

Will you be permitting: ___ promoted events ___ scheduled performances ___ outside promoters

___ any events at which a cover fee is charged? private parties

Do you have plans to manage or address vehicular traffic and crowd control on the sidewalk caused by your establishment? no ___ yes (if yes, please attach plans)

Will you be utilizing ___ ropes ___ movable barriers ___ other outside equipment (describe) _____
NO

Are your premises within 200 feet of any school, church or place of worship? ___ no yes

If there is a school, church or place of worship within 200 feet of your premises or on the same block, please submit a block plot diagram or area map showing its' location in proximity to your applicant premises (no larger than 8 ½ " x 11").

Indicate the distance in feet from the proposed premise:

Name of School / Church: Cooke Transitions School

Address: 60 MacDougal St, New York, NY 10012 Distance: 75 ft

Name of School / Church: _____

Address: _____ Distance: _____

Name of School / Church: _____

Address: _____ Distance: _____

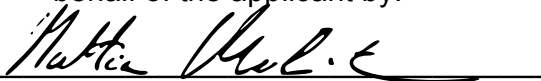
Please provide contact information for Residents / Community Board and confirm that if complaints are made you will address it immediately.

Contact Person: Mattia Moliterni Phone: [REDACTED]

Address: [REDACTED]

Email : [REDACTED]

Application submitted on
behalf of the applicant by:



Signature

Print or Type Name Mattia Moliterni

Title Manager

Thank you for your cooperation. Please return this questionnaire along with the other required documents as soon as you can. This will expedite your application and avoid any unnecessary delays. Use additional pages if necessary.



Community Board 2,
Manhattan SLA Licensing Committee
Donna Raftery, Co-Chair
Robert Ely, Co-Chair

STANDARD FORM OF STORE LEASE
The Real Estate Board of New York, Inc.

8/99

Agreement of Lease, made as of this 1st day of October in the year 2018, between
PARA MAC HOLDING LLC, c/o 105 Clay Street, Brooklyn NY 11222
party of the first part, hereinafter referred to as OWNER, and BADHAIR LLC, 43 MacDougal St, New York, NY
10012
party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner
The Ground Floor, Lower Level, vault area and Sub-cellar in the building known as 43 MacDougal Street, New York NY 10012
as more specifically set out in Exhibit A

In the building known as 43 MacDougal Street, New York, NY 10012
In the Borough of Manhattan, City of New York, for the term of
SEE RIDER ANNEXED HERETO AND MADE A PART HEREOF
(or until such term shall sooner cease and expire as hereinafter provided) to commence on the
1st day of October in the year 2018, and to end on the
30th day of September in the year 2028, and
both dates inclusive, at an annual rental rate of

SEE RIDER ANNEXED HERETO AND MADE A PART HEREOF

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and
dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month
during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction
whatsoever, except that Tenant shall pay the first See Rider monthly installment(s) on the execution hereof (unless this lease
be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the
payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner
may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable
hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives,
successors and assigns, hereby covenant as follows:

- Rent: 1. Tenant shall pay the rent as above and as hereinafter provided.
- Occupancy: 2. Tenant shall use and occupy the demised premises for SEE RIDER

SEE RIDER ANNEXED HERETO AND MADE A PART HEREOF

and for no other purpose. Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37
hereof, and shall keep show windows and signs in a neat and clean condition.

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's
prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make
alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical
lines, in or to the interior of the demised premises by using contractors or mechanics first approved in each instance by Owner. Tenant shall, before
making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any
governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof, and shall deliver promptly duplicates
of all such permits, approvals and certificates to Owner, and Tenant agrees to carry, and will cause Tenant's contractors and sub-contractors to carry,
such worker's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed
against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to,
Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within 30 days thereafter, at Tenant's expense, by
payment or filing a bond as permitted by law. All fixtures and all paneling, partitions, railings and file installations, installed in the demised premises
at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be
surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this
lease, elects to relinquish Owner's rights thereto and to have them removed by Tenant, in which event, the same shall be removed from the demised
premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner title to, or to prevent
Tenant's removal of, trade fixtures, moveable office furniture and equipment, but upon removal of same from the demised premises or upon
removal of other installations as may be 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. All property
permitted or required to be removed by Tenant at the end of the term remaining in the demised premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the demised premises by Owner at
Tenant's expense.

Repairs: 4. Owner shall maintain and repair the public portions of the building, both exterior and interior, except that if Owner allows Tenant to erect on the outside of the building a sign or signs, or a hoist, lift or sidewalk elevator for the exclusive use of Tenant, Tenant shall maintain such exterior installations in good appearance, shall cause the same to be operated to a good and workmanlike manner, shall make all repairs thereto necessary to keep same in good order

and condition, at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided for hereafter in Article 8. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein, and the sidewalks adjacent thereto, and at its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from fire elements, fire or other casualty, excepted. If the demised premises be or become infested with vermin, Tenant shall at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others, making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building, including the erection or operation of any crane, derrick or sidewalk shed, or in or to the demised premises or the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall be not entitled to any set off or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this lease. Tenant agrees that Tenant's sole remedy at 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, which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the demised premises, if the demised premises are on the street level, whether or not arising out of Tenant's use or manner of use thereof, or with respect to the building, if arising out of Tenant's use or manner of use of the demised premises or the building (including the use permitted under the lease). Except as provided in Article 29 hereof, nothing herein shall

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Engineers contract with respect to HVAC service. Wherever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonably delayed.

Adjacent Excavation-Shoring: 34. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, a license to enter upon the demised premises for the purpose of doing such work, as said person shall deem necessary, to preserve the wall or the building of which the demised premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

Rules and Regulations: 35. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing, upon Owner, within fifteen (15) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant, and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Glass: 36. Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

Pornographic Uses Prohibited: 37. Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the demised premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the demised premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the demised premises, nor permit use of the demised premises for nude modeling, rap sessions, or as a so called rubber goods shop, or as a sex club of any sort, or as a "massage parlor." Tenant agrees further that Tenant will not permit any of these uses by any licensee or assignee of the demised premises. This Article shall directly bind any successors in interest to the Tenant. Tenant agrees that if at any time Tenant violates any of the provisions of this Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal, or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal Law §235.00.

Estoppel Certificate: 38. Tenant, at any time, and from time to time, upon at least 10 days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates which the rent and additional rent have been paid, and stating whether or not there exists any defaults by Owner under this lease, and, if so, specifying each such default.

Successors and Assigns: 39. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall look only to Owner's estate and interest in the land and building for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) against Owner in the event of any default by Owner hereunder, and no other property or assets of such Owner (or any partner, member, officer or director thereof, disclosed or undisclosed), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under, or with respect to, this lease, the relationship of Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.

SEE RIDER ANNEXED HERETO AND MADE A PART HEREOF

In Witness Whereof, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner

PARA MAC HOLDING LLC

BY:

Witness for Tenant:

BADHAIR LLC

BY:

ACKNOWLEDGEMENT

STATE OF NEW YORK,

COUNTY OF NEW YORK SS.:

On the 28 day of SEPT in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared BADHAIR LLC, personally known to me and proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

SANDRA GUIFFRE
Notary Public, State of New York
No. 01GU6215063
Qualified in New York County
Commission Expires Dec. 16, 2021

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EXECUTION COPY

notice is given in the manner prescribed in this Lease at least five (5) days before the time of sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding, and selling of the Property (including reasonable attorney's fees and other expenses), shall be applied as a credit against the indebtedness secured by the security interest granted herein. In the event the proceeds from any such disposition exceed the indebtedness secured by the security interest granted herein, then such surplus shall be paid as required by law. Tenant agrees to execute as debtor such financing statement or statements as Landlord may now or hereafter reasonably request in order that such security interest or interests may be perfected pursuant to the UCC. Landlord, as secured party, shall be entitled to all of the rights and remedies afforded a secured party under the UCC, in addition to and cumulative of Landlord's liens and rights provided by law or by the other terms and provisions of this Lease.

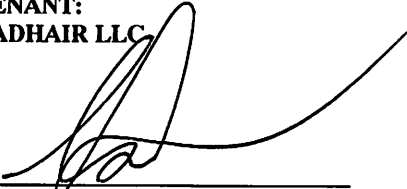
88. Community Board

Tenant shall be permitted to sell wine and beer on the premises provided Tenant obtains, and complies with, all necessary license requirements. Tenant represents that it will use a liquor license attorney to apply to the New York State Liquor Authority ("Liquor Authority") for a restaurant wine liquor license permitting the sale of wine and beer beverages on the premises (hereinafter referred to as "Liquor License") in the restaurant to be located in the Demised Premises. Tenant represents that it shall notify Manhattan Community Board 2 ("Community Board") of its intention to apply for a Liquor License within 3 days of the execution of this Lease. Tenant shall attend the Community Board meeting in October, 2018 and comply with all requests of the Community Board for applications and supporting materials related to its Liquor License application. Tenant's application to the Community Board may include hours of operation no later than midnight Sunday through Thursday and 1:00 a.m. Friday and Saturday. Provided that Tenant complies with the previous three sentences, in the event that the Community Board sends a formal notice opposing Tenant's Liquor License to the Liquor Authority, the Rent Deferred Period shall be amended to include February 2019 and March 2019 and extend through March 31, 2019 and the Deferment Amount shall be increased accordingly.

IN WITNESS WHEREOF, the parties hereto have respectively executed this Lease as of the day and year first above written.

LANDLORD:
PARA MAC HOLDING LLC

BY: 

TENANT:
BADHAIR LLC 

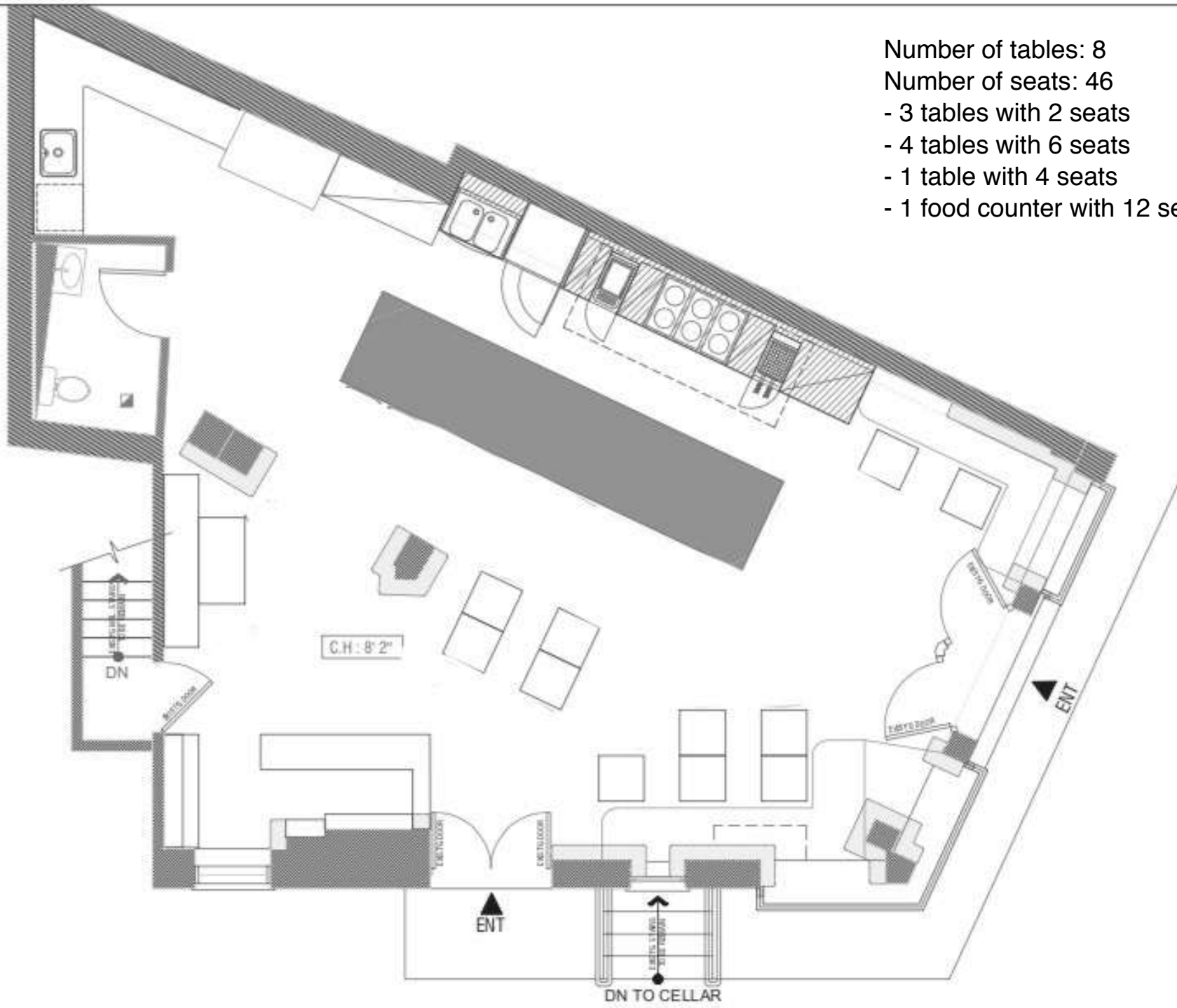
Witness for
Tenant: _____

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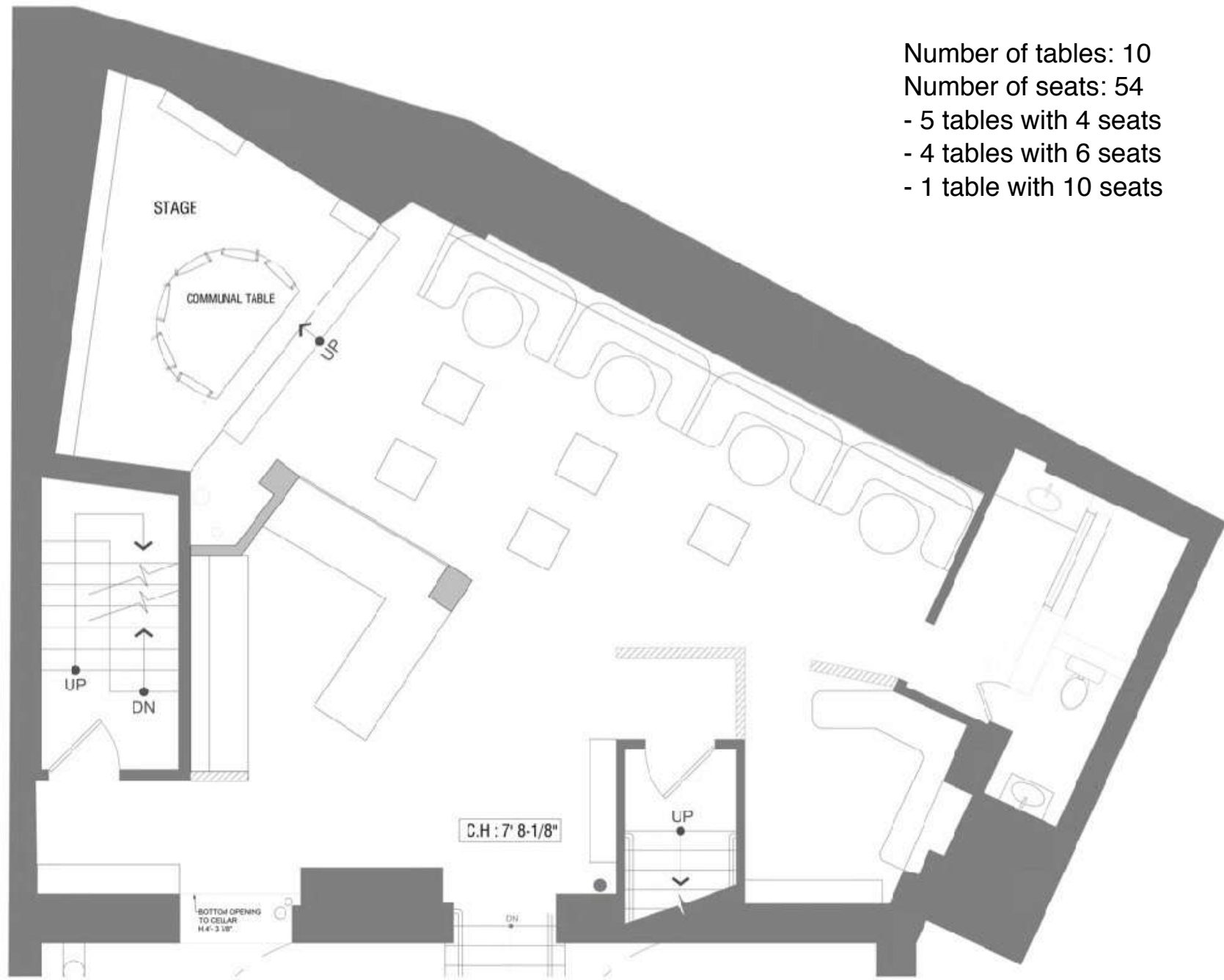
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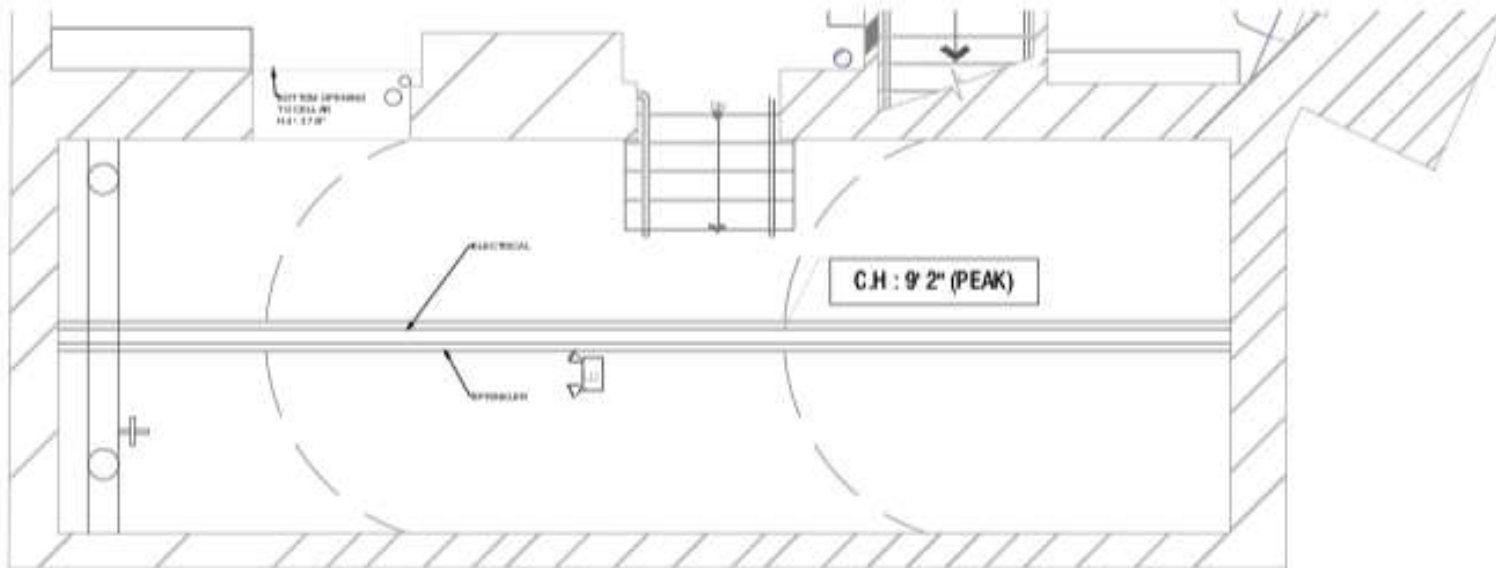
DATE
2023.02.23

- Number of tables: 8
- Number of seats: 46
 - 3 tables with 2 seats
 - 4 tables with 6 seats
 - 1 table with 4 seats
 - 1 food counter with 12 seats



Number of tables: 10
Number of seats: 54
- 5 tables with 4 seats
- 4 tables with 6 seats
- 1 table with 10 seats





List of all the other licensed premises within 500ft of 43 MacDougal Street, New York 10012, NY.

12 Chairs Cafè - 56 MacDougal St, New York, NY 10012
Raku - 48 MacDougal St, New York, NY 10012
Shuka - 38 MacDougal St, New York, NY 10012
Lola taverna - 210 6th Ave, New York, NY 10014
The Wine hut - 10013 US, 197 6th Ave, New York, NY 10014
Little Prince - 199 Prince St, New York, NY 10012
The Dutch - 131 Sullivan St, New York, NY 10012
Sweet rehab - 135 Sullivan St, New York, NY 10012
Mareluna - 137 Sullivan St, New York, NY 10012
Haizea Nyc - 142 Sullivan St, New York, NY 10012
142 Sullivan Bar - 142 Sullivan St, New York, NY 10012
Three of cups - 150 Sullivan St, New York, NY 10012
Musa Salon - 156 Sullivan Street # Ground, New York, NY 10012
Song'e napule - 146 W Houston St, New York, NY 10012
Pepe Rosso - 168 Sullivan St, New York, NY 10012
Blue Haven - 108 W Houston St, New York, NY 10012
Banter - 169 Sullivan St, New York, NY 10012, Stati Uniti
Bar Moga - 128 W Houston St, New York, NY 10012
DomoDomo New York - 140 W Houston St, New York, NY 10012
Bar Veloce - 146 W Houston St, New York, NY 10012
4 Way Deli - 251 6th Ave, New York, NY 10014
Charlie Bird - 5 King St, New York, NY 10012
King- 18 King St, New York, NY 10014, Stati Uniti

Roscioli NYC
43 MacDougal Street, New York, 10012 NY

Menù

Appetizer

- Fried artichoke - 16\$
- Eggplants Parmigiana - 16\$
- Sicilian Caponata - 14\$

Selection of buffalo mozzarella and burrata cheese, paired with:

- Bottarga (Fish Roe) - 28\$
- Semi-dry tomatoes - 20\$
- Prosciutto di Parma 24 months - 22\$
- Prosciutto di Parma 30 months - 26\$
- Patanegra Cinco Jotas - 32\$
- Caviar - 36\$

Cheese Selection

- Robiola from Alta Langa - 22\$
- Fresh goat cheeses selection - 26\$
- Parmigiano reggiano selection (24/36/60 months) - 30\$
- Blue cheese selection - 28\$

Cold Cuts

- Prosciutto di Parma 24 months - 22\$
- Prosciutto di Parma 30 months - 26\$
- Pata Negra Cinco Jotas - 36\$
- Culatello di Zibello - 34\$

Pizza and bread

- Homemade Focaccia - 6\$
- Sourdough home-made bread - 5\$

Pasta

- Tagliolini "Cacio e pepe" - 22\$
- Spaghetti with Carbonara sauce - 24\$
- Mezze maniche pasta with Amatriciana sauce - 24\$
- Fresh tortelli pasta with braised beef and tomato - 24\$
- Rigatoni pasta with butter and Parmigiano Reggiano cheese - 24\$

Main Courses

- Traditional roman meatballs - 20\$
- Beef Bollito with green sauce - 28\$
- Roasted octopus with tomatoes, olives and potatoes - 32\$
- Cod with potatoes and kimchi - 32\$

Sides

- Misticanza salad (wild herbs) - 10\$
- Chicory with garlic, chili peppers and extra virgin olive oil - 10\$
- Seasonal salad - 14\$

Desserts

- Tiramisù - 12\$
- Apple Pie - 12\$
- Fresh sweet ricotta cheese with peaches in syrup and vanilla crumble - 12\$
- Chocolate Caprese - 12\$