

LEASE AGREEMENT

AGREEMENT OF LEASE, made as of July 25, 2014, between 307 MAIN STREET CROMWELL L.L.C., of 713 Pine Street, Middletown, Connecticut, referred to as the "Landlord," and FL PIZZA, LLC, a Connecticut limited liability company with a principal place of business located at 307 Main Street, Cromwell, Connecticut, referred to as the "Tenant", and FABIO LOURENCONI, of Stamford, Connecticut, referred to as the "Personal Guarantor."

SECTION ONE DEMISE, TERM AND RENT

The Landlord leases to the Tenant the property known as 307 Main Street, first floor, Cromwell, Connecticut, for the term of five (5) years from August 1, 2014 to July 31, 2019, at an annual rental of \$21,000.00, for the first two years of this Agreement; \$21,420.00 for the third year of this Agreement; \$21,848.40 for the fourth year of this Agreement; and \$22,285.32 for the fifth year of this Agreement. Said rental amounts shall be payable at the office of the Landlord at 713 Pine Street, Middletown, Connecticut, in equal monthly installments of one thousand seven hundred fifty dollars (\$1,750.00) paid in advance on the first day of each month for the first two years of this Agreement; equal monthly installments of one thousand seven hundred eighty-five dollars (\$1,785.00) paid in advance on the first day of each month for the third year of this Agreement; equal monthly installments of one thousand eight hundred twenty dollars (\$1,820.00) paid in advance on the first day of each month for the fourth year of this Agreement; and, one thousand eight hundred fifty-seven dollars and eleven cents (\$1,857.11) paid in advance on the first day of each month for the fifth year of this Agreement. The first payment shall be made on or before August 1, 2014.

If Tenant fails to pay the full rental amounts due hereunder by the tenth day of the month, Tenant shall be in default of this lease agreement. In addition, Tenant shall pay to Landlord the sum of twenty-five dollars (\$25.00) for each of the next ten days that payment is due and outstanding, and fifty dollars (\$50.00) for each additional day thereafter that payment is due and outstanding.

The parties agree that the Tenant will not take possession of the premises until Tenant has deposited the sum of eleven thousand dollars (\$11,000.00) with the parties' agent, Savas Ozuolmez, to be held in escrow pending the execution of this Agreement.

Upon the execution of this Agreement by the parties, said agent shall immediately release the full sum of eleven thousand dollars (\$11,000.00) to the Landlord, to be applied as follows:

Two thousand dollars (\$2,000.00) as Tenant's security deposit;

One thousand seven hundred fifty dollars (\$1,750.00) for Tenant's first month's rent;

One thousand eight hundred fifty-seven dollars and eleven cents (\$1,857.11) for Tenant's last month's rent;

Five thousand three hundred ninety-two dollars and eighty-nine cents (\$5,392.89) to be retained by Landlord as an option fee and deposit toward the purchase price of the property, should Tenant exercise his option to purchase the property, as set forth in a separate agreement to be executed on even date herewith and attached hereto as Schedule A. If the Tenant elects not to purchase the real property in the first two years following the date of this lease agreement, this option fee shall be retained by and become the sole and exclusive property of the Landlord.

The Tenant has the option to renew this Lease for a period of five (5) additional years. Tenant may exercise this option by notifying Landlord in writing of his intention to renew this Lease no later the ninety (90) days prior to the expiration of the initial term of this Lease. All terms and conditions of the Lease shall remain in full force and effect during the renewed term. The amount of the annual rent of the renewed term may increase as determined by agreement of the parties, not to exceed an increase in an amount which shall be the greater of (a) three percent (3%) per year, or (b) the Consumer Price Index (CPI).

Tenant shall have the right to use the adjacent parking lot for the benefit of its customers during regular business hours. Said parking lot is also used by other tenants of the building at 307 Main Street, Cromwell. No specific number of parking spaces are assigned to Tenant for its use and the use of its customers and vendors. The parties agree that Landlord shall be responsible for removal of snow from the parking lot during winter months, and Tenant shall reimburse Landlord for seventy-five percent (75%) of Landlord's

snow removal costs within ten (10) days of the presentation by Landlord for such snow removal costs. Landlord shall be responsible for all other parking lot maintenance, and will keep the parking lot in good repair, free of potholes and areas of broken pavement, except for damages caused by Tenant or its customers and vendors, for which damages Tenant shall be solely responsible.

Tenant shall be permitted to offer only beer and wine to its customers and patrons for consumption on premises with meals if Tenant is able to secure all requisite permits and approvals from the Town of Cromwell and the State of Connecticut. If Tenant elects to offer beer and wine to its customers and patrons, Tenant shall close for business no later than 9:00 p.m. on weekdays (Monday through Thursday) and no later than 10:00 p.m. on weekends (Friday through Sunday). Prior to offering beer and wine to its customers and patrons, Tenant shall provide to Landlord a copy of its complete insurance policy providing applicable coverages, including but not limited to Dram Shop coverage. In any event, Tenant shall hold Landlord fully harmless from any liability or damages whatsoever resulting from Tenant's service of alcoholic beverages on the premises, and this provision shall survive the termination of this lease agreement for any reason.

Tenant shall be permitted to utilize all of the personal property contained within the premises, which is more specifically described in Schedule B attached hereto and made a part hereof, for an additional cost of two hundred fifty dollars (\$250.00) per month, which sum shall be paid above and beyond the monthly rental amounts detailed herein and which shall be paid on the first day of each month of the lease term. Tenant shall be solely responsible for paying taxes on said equipment and personal property due each year to the Town of Cromwell. Tenant shall have the right to use the exterior patio. Tenant shall also be permitted to erect, construct and maintain, at Tenant's sole cost and expense, a walk-in box and/or shed on the premises, subject to all required permits and regulations of the Town of Cromwell, and for which Tenant shall maintain adequate insurance coverage, and shall pay all additional taxes due to the Town of Cromwell for such box or shed.

SECTION TWO TENANT'S COVENANTS

The Tenant agrees:

(a) To Pay Rent. That he will pay the rent at the times and in the manner set forth above in Section One.

(b) To Insure Against Fire. That during the term of this Lease, Tenant shall maintain property and casualty insurance naming the Landlord as payee in the event of damage or loss resulting from fire or other casualty occurring in or upon the leased premises, in the amount of no less than \$100,000.00, and liability coverage in the amount of no less than \$1,000,000.00, with insurance companies to be approved by the Landlord, and that he will pay all the premiums necessary for those purposes within fifteen (15) days after the same shall become due, and will promptly deliver to the Landlord proof of the payment of the premium for such policy; provided, that if the Tenant shall at any time fail to maintain such insurance coverages, the Landlord may do all things necessary to effect or maintain such insurance coverages, and any moneys expended by the Landlord for that purpose shall be repayable by the Tenant on demand, and may be recovered as rent in arrears. Landlord shall be solely responsible for the cost of insuring the building itself.

(c) To Pay Light and Water Rates. That he will promptly pay all gas, electricity, and water rates or charges which may become payable during the continuance of this lease for gas, electric light, and water used on the leased premises. Tenant shall not be responsible for any utilities incurred and/or utilized by the offices and rental spaces located in the upstairs units.

(d) To Keep in Repair and Replace Glass Broken. That he will keep the building and premises, including the plumbing and heating and HVAC systems, in such repair as the same are at the commencement of the term or may be put in during the continuance of the term, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted, and will promptly replace all glass broken during the term with other glass of the same size and quality. The cost of any major repair to the plumbing, heating and HVAC systems servicing the leased premises shall be paid as follows: up to and including one thousand dollars (\$1,000.00) per incident requiring repair to be paid by the Tenant, and any cost over one thousand dollars (\$1,000.00) per incident requiring repair to be paid by the Landlord. Tenant's obligation shall be limited to no more than three thousand dollars (\$3,000.00) for such repairs during any one year of the lease term. Tenant shall contribute fifty percent (50%) of the cost of Landlord's routine annual HVAC maintenance costs, and shall be solely responsible for servicing and maintaining the air-conditioning units servicing the leased premises on a semi-annual basis, including but not limited to tasks such as filter replacement and cleaning of drainage tubing.

(e) Not to Injure or Overload. That he will not injure, overload, or deface or suffer to be injured, overloaded, or defaced the premises or any part of the premises.

(f) Not to Suffer Unlawful Use, or to Endanger Insurance. That he will not make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy of the premises contrary to any law of the state or any ordinance of the city now or in the future made, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the building or to increase the insurance premium.

(g) Not to Make Alterations or Additions. Tenant shall not make any alterations, upgrades or additions in, on or to the premises, whether to the interior or exterior of the building, unless made by a licensed and insured professional contractor, or without the written consent of the Landlord (which consent shall not be unreasonably withheld) or suffer any holes to be made or drilled in the outside walls, stone or brick work, or suffer any signs to be placed upon the building except such as the Landlord shall in writing approve.

(h) Not to Assign. If Tenant's business is to be sold at any time during this lease term, Tenant will not assign this lease, or sub-let or part with the possession of the whole or any part of the premises without first obtaining the written consent of the Landlord (which consent shall not be unreasonably withheld).

(i) To Permit Landlord to Enter. That the Landlord at all reasonable times may enter to view the premises and to make repairs which the Landlord may see fit to make.

(j) To Yield up Premises. That at the expiration of the term, he will peaceably yield up to the Landlord the premises and all erections and additions made upon the same, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted, as the same now are or may be put in by the Landlord.

In the event that Tenant shall vacate the premises at the end of the term of this Lease, Tenant shall not remove any personal property of the Landlord from the premises (including but not limited to the hood and ansul system), shall leave the premises in good condition and shall repair all holes and other defects in the walls, ceilings, floors and roof of the building. Tenant's duty to fulfill this obligation shall survive the termination or expiration of this Lease agreement.

(k) Property and Persons on Premises at Tenant's Risk. That all property of any kind, other than property of the Landlord, that may be on the premises during the continuance of this lease shall be at the sole risk of the Tenant, and that the Landlord shall not be liable to the Tenant or any other person for any injury, loss, or damage to property or to any person on the premises.

(l) Assent Not Waiver of Future Breach of Covenants. That no assent, express or implied, by the Landlord to any breach of any of the Tenant's covenants shall be deemed to be a waiver of any succeeding breach of the same covenant.

SECTION THREE LANDLORD'S COVENANTS

The Landlord agrees:

(a) That the Tenant shall peaceably hold and enjoy the premises. Landlord represents and affirms that it is the lawful owner of the premises, and that Landlord is authorized to lease the premises to Tenant. Landlord affirms that the premises is currently in compliance with all applicable codes and regulations and is owned by Landlord free and clear of any claims, liens or other encumbrances, except as may be determined by way of a search of the title on the Cromwell Land Records.

Landlord further represents that the personal property described in Schedule B attached hereto is owned personally by Sebastian Milardo of Middletown, Connecticut, a member of the limited liability company which is the Landlord herein, free and clear of any claims, liens or other encumbrances.

At the inception of this Lease agreement, and for the entire term of this agreement, all fixtures and items of personal property which are attached to the interior or exterior walls of the premises are to be considered by the parties hereto as part of the real property, owned by Landlord, and not as personal property of Sebastian Milardo.

(b) To be responsible for all exterior, roof, parking areas and foundation repairs or replacements to the building, and for repairs to the leased premises that are necessitated by the negligent or reckless conduct of the Landlord or Landlord's other tenants in the building.

(c) Landlord shall be solely responsible for the payment of all real estate taxes and building insurance expenses.

**SECTION FOUR
RE-ENTRY**

If the Tenant or his representatives or assigns shall neglect or fail to perform and observe any covenant which on the Tenant's part is to be performed, or if his leasehold estate shall be taken on execution, or if the Tenant shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of his creditors, then the Landlord may, immediately or at any later time, and without notice or demand, enter into and upon the premises or any part of the premises, and repossess the same as of their former estate, and expel the Tenant and those claiming under him and remove their effects, forcibly, if necessary, without being taken or deemed to be guilty of any manner of trespass, and this lease, shall then terminate, but without prejudice to any remedies which might otherwise be used by the Landlord for arrears of rent or any breach of the Tenant's covenants. In the event that the lease is terminated pursuant to this section, the Landlord shall retain all amounts collected as a deposit on the purchase price from Tenant.

**SECTION FIVE
TERMINATION OF LEASE OR SUSPENSION
OF RENT IN CASE OF FIRE**

In case the premises or any part shall at any time during the term be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use, and so that the premises cannot be rebuilt or restored by the Landlord within 120 days, then this lease shall terminate. If, however, the premises can be rebuilt or restored within 120 days, then the Landlord will at its own expense and with due diligence so rebuild or restore the premises, and a just and proportionate part of the rents here reserved shall be paid by the Tenant until the premises shall have been so rebuilt or restored. In the event that such casualty occurs, the Tenant shall have the option to terminate the contract, in which case the Landlord shall refund all amounts collected as a deposit on the purchase price to Tenant.

**SECTION SIX
TERMINATION OF LEASE OR SUSPENSION OF RENT
IN CASE OF TAKING BY EMINENT DOMAIN**

If the whole or a substantial part of the premises shall be taken by the city or state or other public authority for any public use, then this lease shall terminate from the time

when possession of the whole or of the part so taken shall be required for public use, and the rents, properly apportioned, shall be paid up to that time, and the Tenant shall not claim or be entitled to any part of the award to be made for damages for such taking for public use; and such taking shall not be deemed a breach of the Landlord's covenant for quiet enjoyment as provided in Section Three above. However, Tenant shall be entitled to pursue compensation from the condemning authority for the loss of its business interests, fixtures and any relocation costs to which Tenant is entitled from the condemning authority.

SECTION SEVEN MISCELLANEOUS PROVISIONS

Binding on Successors, Use of Terms. This agreement shall inure to the benefit of, and be binding upon, the heirs, administrators, and assigns of each of the parties hereto. Words used in this agreement in the present tense include the future as well as the present; words used in the masculine gender include the feminine and neuter; the singular number includes the plural, and the plural the singular; and the word "person" includes a Corporation as well as a natural person.

Captions and section Headings. Captions and section headings used herein are for convenience only and are not a part of this agreement and shall not be used in construing it.

Applicable Law. This contract shall be interpreted pursuant to the laws of the State of Connecticut.

Arbitration. Any controversy or claim arising out of or relating to this contract shall only be settled by arbitration in accordance with the rules of the American Arbitration Association, one Arbitrator, and shall be enforceable in any court of competent jurisdiction. The costs, expenses and reasonable attorneys fees incurred in enforcing any of the provisions of this agreement shall be paid to the prevailing party by the non-prevailing party.

Notice of Lease. The parties shall execute a statutory notice of lease for recording on the Cromwell Land Records.

In witness, each party to this agreement has caused it to be executed at Middletown, Connecticut on the date indicated below.

Dated this 25 day of July, 2014, at Middletown, Connecticut.

Bonye Barone
Witness BONYE BARONE

307 Main Street Cromwell L.L.C.

BY: [Signature]
Sebastian Milardo,
its Member

7-30-14

[Signature]
Witness Brian M. Silve

FL PIZZA, LLC

BY: [Signature]
Fabio Lourenconi, as a
Member and Personal
Guarantor

UNCONDITIONAL AND CONTINUING
GUARANTEE AND INEMNITY AGREEMENT

WHEREAS, 307 MAIN STREET CROMWELL, L.L.C., a Connecticut limited liability company with its principal place of business in Cromwell, Connecticut (the "Landlord") has entered into a lease agreement dated July 25, 2014, with FL PIZZA, LLC and FABIO LOURENCONI (the "Tenant"^{Personal Guarantor}), for the lease of premises and personal property located at 307 Main Street in Cromwell, Connecticut; and,

WHEREAS, the Landlord is willing to consummate the contemplated lease transaction only if Fabio Lourenconi, of Stamford, Connecticut, (the "Guarantor") executes and delivers this Guarantee and Indemnity ("Guarantee") and personally guarantees payment of and indemnifies Landlord against any and all debts and obligations of the business entity known as "FL PIZZA, LLC" owed to Landlord and incurred prior to or subsequent to the date of the closing of the lease transaction;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and in order to induce the Landlord to consummate the lease transaction, the Guarantor hereby acknowledges, agrees and confirms that all of the above recitals are true, correct and complete, and hereby covenants and agrees with the Landlord as follows:

1. The Guarantor guarantees absolutely, irrevocably and unconditionally to Landlord the payment of all indebtedness and the performance of all obligations of the Tenant incurred prior to or subsequent to the closing of the lease transaction, and hereby agrees to indemnify and hold harmless the Landlord from and against liability arising in any way out of the obligations of Tenant incurred prior to or subsequent to the closing of the lease transaction.

2. This Guarantee is a guaranty of payment and performance and not merely of collection.

3. The Guarantor acknowledges that this Guarantee and the Guarantor's obligations under this Guarantee are and shall at all times continue to be absolute, irrevocable and unconditional in all respects, irrespective of the value, genuineness, validity, regularity or enforceability of the obligations, and irrespective of any law, regulation or order now or hereafter in effect in any jurisdiction affecting the obligations.

4. This Guarantee sets forth the entire agreement and understanding between both the Landlord and the Guarantor with respect to the matters covered by this Guarantee. The parties acknowledge that no oral or other agreements, understandings, representations or warranties exist with respect to this Guarantee or with respect to the obligations of the Guarantor under this Guarantee except those specifically set forth in this Guarantee.


5. The Guarantor shall indemnify and hold the Landlord harmless and defend the Landlord, at the Guarantor's sole cost and expense, against each loss, liability, cost and expense (including, but not limited to, reasonable attorney's fees and disbursements of the Landlord's counsel, whether in-house staff, retained firms or otherwise) and each claim, action, procedure and suit, to the extent any such loss, liability, cost, expense, claim, action, procedure and suit arises out of or in connection with this Guarantee.

6. Each reference in this Guarantor to the Landlord shall be deemed to include its successors and assigns, in whose favor the provisions of this Guarantee shall also inure. Each reference in this Guarantee to the Guarantor shall be deemed to include all heirs, executors, administrators, legal representatives, successors and assigns, if any, of the Guarantor, all of whom shall be bound by the provisions of this Guarantee; provided, however, that the Guarantor shall in no event nor under any circumstance have the right, without obtaining the prior written consent of the Landlord, to assign or transfer the Guarantor's obligations and liabilities under this Guarantee, in whole or in part, to any other person, party or entity.

7. This Guarantee is and shall be deemed to be a contract entered into under and pursuant to the substantive laws of the State of Connecticut, and shall be in all respects governed, construed, applied and enforced in accordance with the laws of the State of Connecticut without regard to principles of conflicts of laws.

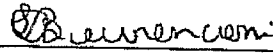
In Witness Whereof, the Guarantor has duly executed this Guarantee the day and year first set forth above.

Signed, Sealed and Delivered
In the Presence of:

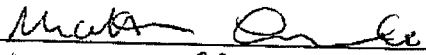


Brian M. Silver

GUARANTOR




Fabio Lourenconi /



MATTHEW CRISCUOLO

State of Connecticut :
County of ~~Middlesex~~ : ss. ~~Middletown~~
HARTFORD : New Britain

On this the 25 day of July, 2014, before me, the undersigned officer, personally appeared Fabio Lourenconi, known to me to be the person who acknowledged himself as having executed the foregoing instrument for the purposes therein contained as his free act and deed.



Brian M. Silver
Commissioner of the Superior Court