

OPTION TO PURCHASE

THIS OPTION entered into this 25th day of July, 2014, between 307 MAIN STREET CROMWELL, LLC (hereinafter called "Seller") and FL PIZZA, LLC or its Assigns (hereinafter called "Buyer"), whether one or more.

WITNESSETH:

In consideration for the amount of \$5,392.89, cash in hand paid by Buyer to Seller, the receipt of which is hereby acknowledged, Seller hereby grants unto Buyer, for a period of twenty-four (24) months from even date hereof, the exclusive right and option to exercise this option to purchase the real property known as 307 Main Street, Cromwell, Connecticut (the "*Premises*"), more specifically described in Schedule A attached hereto and made a part hereof, which shall also include the personal property contained therein ("*Personal Property*"), more specifically described in Schedule B attached hereto and, upon exercise, to thereupon purchase same for \$370,000.00.

All notices shall be considered as having been given when received by the recipient when sent by Federal Express or other recognized overnight courier service addressed to the Seller at 713 Pine Street, Middletown, CT with a copy to Attorney Bonye Wolf Barone, 107 McTigh Road, Higganum, CT 06441 and to Buyer at 307 Main Street, Cromwell, Connecticut with a copy to Attorney Brian Silver, One Liberty Square, New Britain, CT 06051.

In the event the Buyer fails to exercise this Option and unless otherwise expressly provided herein, the sum paid for this Option shall be retained by the Seller. In such event, the monies retained and costs hereunder assumed by the Buyer shall be considered to be a full and complete satisfaction and accord of any damages suffered by Seller because of Buyer's failure to purchase this property.

The \$5,392.89 paid herewith shall be non-refundable by Seller but shall be applied toward the purchase price set forth above.

Buyer shall have the right to exercise this Option by giving ninety (90) days written notice to Seller of Buyer's intent to exercise the within option to purchase the Premises. The parties hereby agree, thereupon, execute any additional documentation which may be reasonably required by Buyer's lender and/or title company including, but not limited to, a standard real estate purchase and sales agreement. At closing, Seller shall be required to transfer the Premises and Personal Property free and clear of all liens and encumbrances and Seller shall be required to tender a duly executed Warranty Deed, title affidavit and additional customary closing documentation which may be reasonably required.

This Option is for the benefit of and binding upon the heirs, successors and assigns of the parties hereto. Buyer shall be entitled to assign its rights to the within Option to Purchase to a separate limited liability company of which he shall be a majority

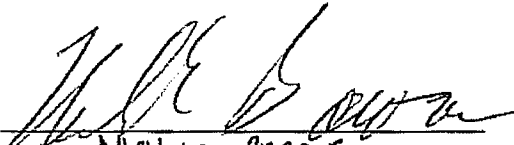
member. This Agreement is the result of negotiations between the parties and shall be considered as jointly drafted for all purposes.

This Option may be recorded in the Cromwell Land Records.

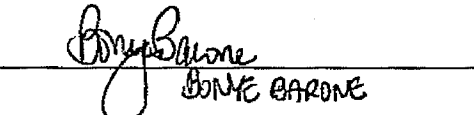
In the event Buyer exercises the within Option to Purchase the Premises, Seller shall be solely responsible for the commission, in the amount of \$12,800.00 due and owing to CT Restaurant Brokers, LLC.

In the event Buyer determines not to exercise its Option to Purchase the Premises within the two (2) year time period, Buyer shall hereby be afforded a secondary option to purchase the Personal Property only for the agreed amount of \$15,000.00. All terms and conditions set forth above shall remain applicable, including the method and time period of providing notice of Buyer's intent to exercise this secondary option to purchase the Personal Property.

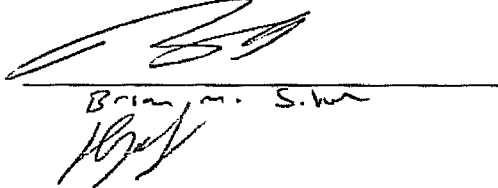
IN WITNESS WHEREOF, Seller and Buyer have executed this instrument in duplicate originals as of the date first set out above.



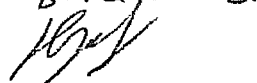
NICHOLAS BARONE



DONNIE BARONE

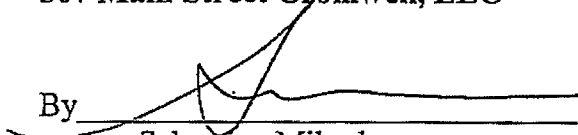


Brian M. S. W.



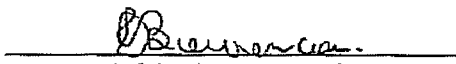
Sarah Oswald

SELLER:
307 Main Street Cromwell, LLC

By  7-30-14

Sebastian Milardo,
Its Member

BUYER:
FL Pizza, LLC



Fabio Lourenconi
Its Member

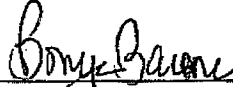
STATE OF CONNECTICUT)

) ss. New Britain

July 30, 2014

COUNTY OF HARTFORD)

Personally appeared, **Sebastian Milardo**, duly authorized **Member of 307 Main Street Cromwell, LLC**, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and the free act and deed of said limited liability company, before me.



~~Notary Public~~
Commissioner of the Superior Court

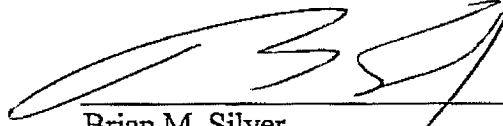
STATE OF CONNECTICUT)

) ss. New Britain

July 25, 2014

COUNTY OF HARTFORD)

Personally appeared, **Fabio Laurenconi**, duly authorized **Member of FL Pizza, LLC**, signer and sealers of the foregoing instrument and acknowledged the same to be his free act and deed, and the free act and deed of said limited liability company, before me.



Brian M. Silver
Commissioner of the Superior Court

Legal Description:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Cromwell, County of Middlesex and State of Connecticut, shown and designated as "The Red Wing Oil Company" on a map on file in the Office of the Town Clerk of said Cromwell entitled "Map Showing Boundary Line Agreed Upon by Mary K. Hamlin, et als, & The Red Wing Oil Company Main Street, Cromwell, CT., Scale 1"=20' Nov. 28, 1956 L. Norman Germain Civil Engineer & Land Surveyor 116 College Street, Middletown, Conn.", reference in which is hereby made. Said premises are more particularly bonded and described as follows:

Commencing at a bound stone in the westerly highway line of said Main Street, which highway line has been designated and established by the Connecticut Highway Department, and is shown on a map on file in the Office of the Town Clerk of said Cromwell, which point is 162.0 feet southerly from a Connecticut Highway Department monument located at the intersection of said westerly highway line of Main Street and the easterly right of way line of land now or formerly of the New York, New Haven and Hartford Railroad Company; thence westerly in a straight line making an angle of $74^{\circ}, 40'$ with said highway line of Main Street, 85.8 feet to a bound stone set in the said easterly right of way line of the said Railroad Company; thence northeasterly in a straight line along the said easterly right of way line making an angle of $74^{\circ} 37' 30''$ with the last described course, 162.0 feet to said Connecticut Highway Department monument located at the intersection of Main Street and said right of way line; thence southerly in a straight line along said westerly highway line of said Main Street, making an angle of $30^{\circ} 42' 30''$ with said right of way line 162.0 feet to the point or place of beginning.

Together with and subject to all rights, privileges, easements, restrictions, reservations, covenants, agreement, consents, drainage and riparian rights, utility line rights and all other encumbrances appurtenant to and affecting premises described above, appearing of record in the aforesaid land records.

SCHEDULE B

LIST OF EQUIPMENT

- 14 tables
- 47 chairs
- 3 baby chairs
- 6 paints
- 1 tv
- 1 cash register
- 2 blodgett oven
- 1 grease trap

- 1 true brand refrigerator (2 door)
- 1 continental brand freezer (2door)
- 1 dough machine
- 1 Hobart slicer
- 1 victory brand 2 door cooler
- 1 continental brand 2 door cooler
- 1 beverage air stainless steel cooler
- 1 three bay sink
- 1 four burner
- 1 flat grill small
- 1 flat grill large
- 1 wolf brand oven

- 1 two deep fry
- 1 brad storage
- 1 vegetable sink
- Pots+pans+ utensils
- 1 food steamer
- 1 cusimart food processor

- 1 stainless steel table with a sink
- 1 hp printer
- 1 delfled brand refrigerator
- 2 stainless steel prep table
- 1 counter
- 1 dishwasher
- 1 open sings led
- 1 security camera system

RECEIVED FOR RECORD
Aug 18, 2014 10:17A
DARLENE A. DIPROTO
TOWN CLERK
CROMWELL, CT