

HOEL LAW OFFICE

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Wexford PA 15090

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December 18, 2012

Linda M. Johnson-Wasler, City Clerk
City of Pittsburgh
510 City-County Building
Pittsburgh PA 15219

RECEIVED
2012 DEC 18 P 4: 22
CITY CLERKS OFFICE

Re: Application For Intermunicipal Transfer of Liquor License R-9623
Applicant: The Cure Restaurant, LLC, 5536 Butler Street, Pittsburgh PA 15201

Dear Ms. Johnson-Wasler:


The Cure Restaurant, LLC, my client, applies for City of Pittsburgh approval of the transfer of Pennsylvania restaurant liquor license R-9623 for use at 5536 Butler Street, Pittsburgh, Pennsylvania 15210 (Lawrenceville), the premises at which Cure Restaurant currently operates an award-winning restaurant. The license is currently issued for use at premises located in the Borough of Duquesne.

In connection with this application, I submit these documents:

- (1) Application For Intermunicipal Liquor License Transfer;
 - (2) Business plan for The Cure Restaurant, LLC;
 - (3) Commercial Net Lease Agreement (dated August 1, 2011);
- and
- (4) a Hoel Law Office check made payable to "Treasurer, City of Pittsburgh" in the amount of Two Hundred Twenty Dollars (\$220.00), submitted for payment of the application fee.

Thank you for your attention to this submission. I look forward to working with you to arrange the approval of this application.

Sincerely,


Cristopher C. Hoel
HOEL LAW OFFICE

Enclosures

APPLICATION FOR INTERMUNICIPAL LIQUOR LICENSE TRANSFER

Please provide the following information. If answers exceed the designated spaces, please attach additional sheets of paper with requested information.

1. License Number: R-9623

2. Name and address of the individual or entity to whom the license is being transferred ("applicant"):

The Cure Restaurant, LLC

5536 Butler Street

Pittsburgh PA 15201

3. If entity or corporation, please provide names and addresses of all principals:

Justin Severino

5536 Butler Street

Pittsburgh PA 15201

4. From whom is the license being purchased? (Include name and address of the establishment and copy of sales agreement for purchase of liquor license):

GM Lutsko, Inc. (trading as Huckster's)

1212 Crawford Avenue

Duquesne PA 15110

5. Reason(s) that the license is being acquired outside of the City of Pittsburgh rather than within City of Pittsburgh boundaries:

Availability (as determined by search for suitable license).

6. Name and address of the proposed business to which the license is being transferred:

Cure Restaurant

5536 Butler Street

Pittsburgh PA 15201

7. Description of the proposed business that will be conducted with the transferred license (i.e. what is the primary purpose of the establishment?):

Cure Restaurant offers casual fine dining distinguished by on-site preparation of essentially all menu items.

8. Terms of any lease agreement or property ownership related to the location of the proposed business (please attach a copy of the agreement):

Five-year lease with five-year renewal option (until 2021); original monthly rent is \$1,850.00, with 2% annual increases.

9. Evidence that zoning approvals for the proposed establishment have been obtained or what zoning approvals are necessary prior to commencing operation of the establishment:

Cure Restaurant is currently in operation in the to-be-licensed premises, in extent approved restaurant space (formerly occupied by the Sunrise Cafe).
Cure Restaurant has operated in this space since December 31, 2011.

10. Copy of the business plan associated with this entity (please provide a copy of the plan):

A copy of the business plan accompanies this document.

11. Evidence that necessary financing for the success of the business is in place (please provide any documentation):

One Restaurant has operated successfully in this location since
December 31, 2011.

12. Name and location of any other businesses that the applicant is associated with or has an ownership interest:

NONE

13. Name and location of any businesses the applicant previously owned or was associated with and an explanation as to why the business ceased to operate:

NONE

14. Information regarding any LCE violations associated with either current or prior businesses (please provide any supporting documentation):

NONE

15. Any misdemeanor or felony convictions of any individuals who have an ownership interest in the proposed business (please provide any supporting documentation):

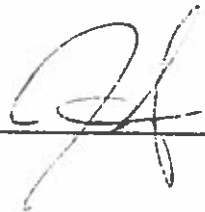
NONE

16. Any additional information that you may feel is relevant to City Council's consideration of your request: Cure Restaurant proposes to offer limited alcohol beverage service to dining guests as a complement to extra-local urban Mediterranean food prepared almost entirely from scratch, providing an amenity to Lawrenceville. Justin Severino is a current candidate for Food & Wine Magazine's "Best New Chef" award. Cure Restaurant has been named the 13th-best new restaurant in the United States by Bon Appetit magazine, and ranked among Pittsburgh's top 25 restaurants by Pittsburgh Magazine.
(Additional information may be requested after reviewing the application.)

VERIFICATION

I, JUSTIN SEVERINO, verify and represent that the statements and averments of fact contained herein are true and correct to the best of my knowledge, information and belief, and are made subject to the penalties of 18 Pa. C.S. §4904.

Date: OCTOBER 26, 2012



LIQUOR LICENSE ACQUISITION AGREEMENT

THIS LIQUOR LICENSE ACQUISITION AGREEMENT (this "Agreement") is made as of the ____ day of September, 2012 ("Effective Date"), by and between

GM LUTSKO, INC.,

a Pennsylvania corporation whose principal business address is 1212 Crawford Avenue, Duquesne, Pennsylvania 15110 ("Seller"),

and

THE CURE RESTAURANT, LLC,

a Pennsylvania limited liability company whose principal place of business is located at 5536 Butler Street, Pittsburgh, Pennsylvania 15201 ("Purchaser").

Each of Purchaser and Seller is sometimes referred to herein as a "Party," and Purchaser and Seller together as the "Parties."

WHEREAS, the Pennsylvania Liquor Control Board ("PLCB") has issued to and holds in safekeeping for Seller, and Seller is the current licensee with respect to, Pennsylvania restaurant liquor license R-9623 (the "Liquor License") for use at licensed premises located at 1212 Crawford Way, Duquesne, Pennsylvania 15110 (Borough of Duquesne, Allegheny County); and

WHEREAS, Seller therefore desires to sell to Purchaser (or Purchaser's designee), and Purchaser desires to purchase from Seller, Seller's entire right and title to and interest in the Liquor License (the "Liquor License Interest"); and

WHEREAS, Seller and Purchaser desire to cause the PLCB to effect the intermunicipal transfer of the Liquor License from Seller to Purchaser for use in the retail sale of beer, wine, distilled spirits and other alcohol beverages at to-be-licensed premises located at 5536 Butler Street, Pittsburgh, Pennsylvania 15201 (City of Pittsburgh, Allegheny County) ("Premises").

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, and intending to be legally bound, Seller and Purchaser hereby agree:

I. PURCHASE AND SALE

1.1 Purchase and Sale. On the terms and subject to the conditions of this Agreement, at Closing (as defined in Section 2.1 hereof), Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, Seller's Liquor License Interest.

1.2 Purchase Price. On the terms and subject to the conditions of this Agreement, and in full consideration for the conveyance, transfer and delivery to Purchaser of Seller's Liquor License Interest, Purchaser shall pay a purchase price of **Sixty Thousand Dollars (\$60,000.00)** (the "Purchase Price") to Seller in this manner:

2. CLOSING

2.1 Time and Place of Closing. The closing of the purchase and sale of Seller's right and title to and interest in the Liquor License ("Closing") shall occur at the Premises at a time and date determined by mutual agreement of Purchaser and Seller (the "Closing Date"), which time and date shall be no later than three (3) days after Purchaser's receipt of a final, non-appealable written determination or order (the "Final Order") of the PLCB or of a judicial body possessing jurisdiction approving the application for transfer of the Liquor License from Seller to Purchaser. If for any reason Closing does not occur within this three-day period, Seller or Purchaser shall be entitled to fix the date and time of Closing by providing written notice at least two (2) business days before Closing is to occur, time being of the essence.

2.2 Instruments of Conveyance and Transfer. At Closing, Seller shall

2.2.1 deliver to Purchaser any and all bills of sale, endorsements, assignments and other instruments of conveyance and assignment (in form and substance reasonably satisfactory to Purchaser's counsel), containing full warrants of title, as shall be effective to vest in Purchaser good, absolute and marketable title to the Liquor License free and clear of all liens, charges, encumbrances or restrictions; and

2.2.2 take all other steps necessary to complete transfer of the Liquor License from Seller to Purchaser.

3. SELLER'S REPRESENTATIONS AND WARRANTIES

To induce Purchaser in reliance thereon to enter into this Agreement and to consummate the transaction contemplated by this Agreement, and notwithstanding any investigation by Purchaser or Purchaser's representatives, Seller makes these representations and warranties:

3.1 Authority of Seller. Purchaser is a Pennsylvania corporation that possesses full power and authority to enter into this Agreement and to consummate the transactions and agreements contemplated by this Agreement.

3.2 Effect Of Agreement. The execution and delivery of this Agreement by Seller, the consummation of the transactions contemplated by this Agreement, and the fulfillment of and compliance with the terms and conditions of this Agreement do not and will not violate any lawful obligation of Seller; conflict with, result in breach or termination of, or constitute a default under any of Seller's agreements with other entities; or result in the creation of any lien, charge or encumbrance with respect to the Liquor License.

3.3 Title; Absence of Liens or Encumbrances. Seller possesses and will at Closing possess sole, exclusive, good, absolute and marketable right and title to and interest in the Liquor License (excepting claims by or right of Purchaser). Upon sale of the Liquor License to Purchaser at Closing, Purchaser will possess good, absolute and marketable title to the Liquor License, free and clear of any adverse or co-ownership interests, claims, liens, pledges, security interests, debts, charges, fines or encumbrances (excepting claims by or rights of Purchaser).

1.2.1 Purchaser shall within three (3) business days of the Execution Date deposit in escrow with Gelman & Reisman Law Offices, as escrow agent ("Escrow Agent"), **Six Thousand Dollars (\$6,000.00)** ("Deposit"), which Deposit shall be

1.2.1.1 paid to Purchaser without delay if this Agreement is terminated consequent to Purchaser's inability to secure municipal approval of the contemplated intermunicipal transfer of the Liquor License or consequent to Seller's breach or fault;

1.2.1.2 paid to Seller as liquidated damages if this Agreement is terminated for any other reason; or

1.2.1.3 paid to or on behalf of Seller (in the manner identified at subsections 1.2.3.2 and 1.2.3.3 of this Agreement) as part of the Purchase Price at a Closing.

1.2.2. Purchaser shall within three (3) days of the Execution Date deliver to Seller a Promissory Note evidencing Purchaser's obligation to pay **Fifty-Four Thousand Dollars (\$54,000.00)** to Seller upon completion of the intermunicipal transfer of the Liquor License ("Note"), which Note is to be held by Escrow Agent until Closing in compliance with the terms and conditions of this Agreement.;

1.2.3 At the Closing,

1.2.3.1 Purchaser shall pay **Fifty-Four Thousand Dollars (\$54,000.00)** to Seller, in exchange for delivery and cancellation of the Note and in immediately available funds;

1.2.3.2 Escrow Agent shall pay **One Thousand Dollars (\$1,000.00)** to Seller from the Deposit; and

1.2.3.3 Escrow Agent shall on behalf of Seller pay **Four Thousand Dollars (\$4,000.00)** to Gelman & Reisman Law Offices from the Deposit for legal fees; and

1.2.3.4 Escrow Agent shall on behalf of Seller pay **One Thousand Dollars (\$1,000.00)** to Bernard Pucka for a brokerage commission.

1.3 **Liabilities Not Assumed.** Purchaser shall not assume any, and Seller shall retain all, liabilities and obligations of Seller (including without limitation tax obligations, license fees, and brokers' commissions).

1.4 **Escrow Agent.** Escrow Agent shall not be responsible for the performance or conduct of either Party; shall be entitled (but not required) to require a writing signed by both Parties before disbursing any funds entrusted to Escrow Agent; and shall not be liable to any Party except for willful misappropriation of funds entrusted to Escrow Agent.

Seller shall not, from Effective Date through the Closing Date, cause or permit any liens or encumbrances to be filed or created against the Liquor License. Purchaser shall be entitled, but not obligated, to require Seller to satisfy or remove any liens or encumbrances related to the Liquor License, in addition to all other rights and remedies available to Purchaser in equity or under law.

3.4 Further Assistance to Purchaser. Seller, at Purchaser's reasonable request before or after Closing, shall execute and deliver to Purchaser any instrument of conveyance or transfer and shall take any other action to convey or more effectively convey or transfer the Liquor License to Purchaser.

3.5 Litigation. There exists no judgment or decree outstanding, or litigation, proceeding, action or suit pending (or to best of Seller's knowledge threatened), against the Liquor License or against Seller with respect to the Liquor License.

3.6 Taxes. Seller has filed or will timely file all required federal, state and local tax returns with respect to the Liquor License and/or licensed business, and has made or will make timely payment of all taxes shown by those returns (or assessed by a taxing authority) to be due and payable.

3.7 Enforcement Matters. No citation or other action or proceeding involving a regulatory or enforcement agency (including, without limitation, the PLCB, the Pennsylvania State Police Bureau of Liquor Control Enforcement (the "BLCE") or the United States Department of the Treasury's Alcohol and Tobacco Tax and Trade Bureau (the "TTB") is pending or threatened with respect to Seller or the Liquor License. Seller will resolve without delay (by waiver and compromise followed by immediate satisfaction of any fine or penalty) any citation, action or other enforcement proceeding arising before the Closing Date. Until Closing, Seller will timely file any renewal, validation or other required application and take any other step necessary to maintain properly the Liquor License.

3.8 Breach. A breach of any representation or warranty made by Seller in this Agreement, if not cured within thirty (30) days of Seller's receipt of notice of the breach, shall constitute a default by Seller, entitling Purchaser to

3.8.1 terminate this Agreement and/or exercise any right or remedy available under law or in equity; or

3.8.2 declare this Agreement to continue to be effective, with any payment or performance obligation of Purchaser abated until the breach is remedied or Purchaser provides a written waiver.

3.9 Notice of Breach. Seller will provide immediate written notice to Purchaser of any breach of any representation or warranty made by Seller in this Agreement.

4. PURCHASER'S REPRESENTATIONS AND WARRANTIES

To induce Seller in reliance thereon to enter into this Agreement and to consummate the transaction contemplated by this Agreement, and notwithstanding any investigation by Seller or Seller's representatives, Purchaser makes these representations and warranties:

4.1 Residence and Authority of Purchaser. Purchaser is a Pennsylvania limited liability company that possesses full power and authority to enter into this Agreement and to consummate the transactions and agreements contemplated by this Agreement.

4.2 Effect of Agreement. The execution and delivery of this Agreement by Purchaser, the consummation of the transactions contemplated by this Agreement, and the fulfillment of and compliance with the terms and conditions of this Agreement, do not and will not violate any lawful obligation of Purchaser or conflict with, result in breach or termination of, or constitute a default under any of Purchaser's agreements with other entities.

4.3 No Knowledge of Disqualification. Purchaser possesses no knowledge of any fact or circumstance that would disqualify Purchaser from involvement in the ownership or operation of a business licensed by the PLCB or from receipt of the Liquor License by transfer.

4.4 Source of Funds. All funds used by Purchaser to comply with the terms of this Agreement will be disclosed to and derive from sources acceptable to the PLCB.

4.5 Breach. A breach of any representation or warranty made by Purchaser in this Agreement shall constitute a default by Purchaser, entitling Seller to declare that any payment or performance obligation of Seller shall be abated until the breach is remedied or Seller provides a written waiver.

4.6 Notice of Breach. Purchaser will provide immediate written notice to Seller of any breach of any representation or warranty made by Purchaser in this Agreement.

5. TRANSFER OF LIQUOR LICENSE

5.1 Transfer of Liquor License. Purchaser and Seller shall promptly apply for transfer of the Liquor License from Seller to Purchaser. No later than three (3) days after the Effective Date (or within three (3) days of a later request for assistance), Seller shall deliver to Purchaser

5.1.1 two (2) completed and signed originals of an Application for Transfer of License and Permit (PLCB-21); and

5.1.2 any other document(s) reasonably requested by Purchaser.

Seller will cooperate with and assist Purchaser with respect to the applications for transfer of the Liquor License, and in particular, will take any and all action necessary (including, without limitation, prompt filing of tax returns or statements and immediate payment of outstanding tax obligations) to obtain relevant tax clearances, time being of the essence of this Agreement. Seller and Purchaser agree to execute and deliver all documents, to furnish all information, and to take all

other actions as either Party may reasonably request from time to time, before or after Closing, in order to accomplish the transfer of the Liquor License to Purchaser for use at the Licensed Premises, all without further payment or other consideration. Any filing costs or fees required to transfer the Liquor License shall be paid by Purchaser.

In the event a citation is issued against the Liquor License by the PLCB, the BLCE, the TTB or any other federal, state or local governmental authority while the transfer application is pending before the PLCB, and the citation is not disposed of within thirty (30) days after the issuance of the citation, or if the citation results in the closing of the business, Purchaser shall have the right, in its sole discretion, to (i) terminate this Agreement; (ii) receive return of the Note; and (iii) pursue any and all remedies available to it at equity or in law, including, without limitation, an indemnification action pursuant to Section 6.5. In addition to the foregoing, Seller agrees to be solely responsible for any fine imposed by the PLCB, the BLCE, the TTB or any other federal, state or local governmental authority as a result of any citation promptly upon demand by Purchaser.

5.2 Costs Associated With Transfer And Renewal. Purchaser shall pay and be entirely responsible for all application or other regulatory costs related to the application for transfer of the Liquor License.

5.3 Tax Clearance. To obtain Seller's tax clearance(s), Purchaser shall be entitled (but not obligated), after providing twenty (20) days' advance notice to Seller, to require Seller to pay any of Seller's tax obligations and to file any relevant returns.

5.4 Citation(s). In the event the PLCB, the BLCE, the TTB or other federal, state or local governmental authority regulating alcoholic beverages issues an enforcement citation (or similar accusation) against the Liquor License or Seller before Closing Date, Seller shall waive its rights to a hearing and shall immediately satisfy any fines and/or penalties associated with the citation. In the event a citation issued after Closing Date derives from conduct or events occurring before the Closing Date, Seller shall indemnify and hold harmless Purchaser with respect to any fines, penalties and/or costs (including reasonable attorney fees) associated with response to the citation.

5.5 Purchaser's Designation of Transferee(s). Purchaser shall be entitled to designate any person or entity (a majority of which is owned by Justin and/or Hilary Severino) to act as transferee of the Liquor License in Purchaser's stead (and shall be entitled to designate any person or entity as replacement transferee) before or after any application for transfer has been filed, approved or disapproved and before or after any breach by Purchaser of this Agreement. Purchaser shall remain responsible for its obligations under this Agreement notwithstanding any designation of transferee(s). Purchaser's representations and warranties under Sections 4.2, 4.3, and 4.4 of this Agreement shall be applicable to any designated transferee.

5.6 Payoff of Claims. The Parties acknowledge and agree that Seller and/or the Liquor License may on the Effective Date, or may become prior to or on the Closing Date, subject to various claims, liens, pledges, security interests, encumbrances, indebtedness, obligations, liabilities and/or judgments, contractual or otherwise ("Claims"), of or obtained by private and governmental third parties ("Creditors"). The Parties acknowledge and agree that it

is their intention that any and all Claims known to the Parties as of the Closing Date that would prevent a free and clear transfer of the Liquor License to Purchaser shall be paid in full from the Purchase Price proceeds, such that there will exist no remaining known Claims after the disbursement of the Purchase Price on the Closing Date.

5.7 Delivery of Note From Escrow At Closing. At Closing, and upon receipt of joint written instruction from Seller and Purchaser for delivery of the Note, the Escrow Agent shall deliver the Note to the Seller from escrow.

5.8 Delivery of Note and Disposition of Deposit After Termination. If Seller or Purchaser notifies Seller that this Agreement has been terminated, the Escrow Agent shall upon written instruction from Purchaser and Seller immediately return the Note to Purchaser and distribute the Deposit in the manner contemplated by Section 1.2. If Escrow Agent, after requesting written instruction from Purchaser and Seller, does not receive written instruction from Purchaser and Seller, the Deposit and Note may be interpleaded by Escrow Agent to court for disposition.

5.9 Conflicting Demands Concerning Escrow. Escrow Agent shall, in the event of conflicting demands or instructions of Purchaser and Seller, be entitled to refrain from acting until receipt of a written agreement or final, non-appealable order resolving all differences between Purchaser and Seller.

6. MISCELLANEOUS PROVISIONS

6.1 Amendment and Modification. This Agreement may be amended, modified and/or supplemented solely by written agreement signed by Purchaser and Seller.

6.2 Payment of Expenses. Each of Purchaser and Seller shall pay all expenses it incurs in connection with this Agreement, including without limitation its legal, accounting and other professional fees.

6.3 Survival of Representations And Warranties. The representations and warranties expressed in this Agreement or in documents delivered in connection with Closing shall survive the Closing Date by one (1) year.

6.4 Termination. This Agreement may be terminated and the transaction contemplated by this Agreement may be abandoned, at any time before the Closing Date,

6.4.1 by the written consent of Purchaser and Seller;

6.4.2 by Purchaser or Seller in the event of a material breach by the other Party, which breach is not remedied by the breaching Party within ninety (90) days of receipt of notice of the breach;

6.4.3 by Purchaser if the PLCB provides written denial of the application to transfer the Liquor License from Seller to Purchaser, which denial is based on grounds that cannot be remedied by reasonable means so that approval is provided

within sixty (60) days of that disapproval (provided that Purchaser is not in default under this Agreement); or

- 6.4.4 by Purchaser or Seller if the PLCB fails to approve the transfer, or refuses to renew or validate the Liquor License, within two hundred and ten (210) days of the Effective Date.

If this Agreement is terminated pursuant to Section 6.4.1 hereof, no Party shall have any liability for any costs, expenses or other loss, nor any further obligation for breach of warranty or other reasons. Any termination of this Agreement pursuant to Section 6.4.2 hereof shall occur without prejudice to any other rights or remedies of the Parties. If this Agreement is terminated pursuant to Sections 6.4.3 or 6.4.4 hereof, Escrow Agent shall return the Note to Purchaser, Seller shall retain the Deposit (unless the termination was a consequence of Seller's breach of this Agreement, in which circumstance Seller shall deliver the Deposit to Purchaser) and after disposition of the Deposit this Agreement shall be null and void and the Parties shall have no further liability to one another.

6.5 Indemnification. Seller agrees to indemnify, defend and hold harmless Purchaser, Purchaser Designee (if any), and Purchaser Designee's officers, directors, shareholders, parents, subsidiaries, affiliates, agents, representatives, partners, employees, successors and assigns, from and against any and all claims, actions, liabilities, losses, damages, recoveries, costs, expenses and fees (including all reasonable attorneys' costs, expenses and fees), of whatever nature, known and unknown, incurred by any of them arising out of or in any way associated with:

- 6.5.1 the breach of this Agreement by Seller;
- 6.5.2 any Claims asserted by third parties (including, without limitation, Claims for taxes owed by Seller for periods prior to or after the Closing Date) at any time after Closing and arising from Seller's conduct of the licensed business; or
- 6.5.3 any fine imposed upon Seller or the Liquor License by the PLCB, the BLCE, the TTB or any other federal, state or local governmental authority as a result of any citation issued by any governmental authority in response to acts or omissions of Seller occurring prior to the Closing Date.

6.6 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of Purchaser, Seller and their successors, assigns, heirs and legal representatives, but may not be assigned by Seller. This Agreement may be assigned in its entirety or in part by Purchaser with Seller's consent, which consent will not be unreasonably withheld. Purchaser shall remain responsible for its obligations under this Agreement notwithstanding any assignment.

6.7 Entire Agreement. This instrument constitutes the entire agreement of Purchaser and Seller with respect to the Liquor License and supersedes all earlier-occurring understandings and agreements with respect to the subject matter hereof.

6.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original. Signatures transmitted by facsimile shall constitute original signatures for all purposes.

6.9 Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted to be given pursuant to this Agreement shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed to the Parties as follows:

To Seller:

with copy to:

Gerald M. Lutsko, President
GM Lutsko, Inc.
227 Lougeay Road
Pittsburgh PA 15235

Marc Reisman, Esquire
Gelman & Reisman Law Offices.
429 Fourth Avenue #1701
Pittsburgh PA 15219

To Purchaser:

with copy to:

The Cure Restaurant, LLC
Attn.: Justin Severino, President
5536 Butler Street
Pittsburgh PA 15201

Cristopher C. Hoel, Esquire
Hoel Law Office
2426 Wedgewood Drive
Wexford PA 15090

6.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts made and to be performed in Pennsylvania, without regard to Pennsylvania's conflict of laws provisions.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**ESCROW AGENT:
GELMAN & REISMAN
LAW OFFICES
("ESCROW AGENT")**

**GM LUTSKO, INC.
("SELLER")**

By: _____
Marc Reisman

By: _____
Gerald M. Lutsko, President

**THE CURE RESTAURANT, LLC
("PURCHASER")**

By: _____
Justin Severino, President