

**LAW OFFICES OF CONSTANTINE BARDIS, LLC**

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Attorneys for Plaintiff, More Than Pizza, Inc. t/a Luigi's Famous Pizza

<p>MORE THAN PIZZA, INC. t/a Luigi's Famous Pizza</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>LINCROFT PLAZA, LLC; THE LINCROFT GROVE, LLC; TATUM'S TABLE; DANIEL MENAKE</p> <p style="text-align: center;">Defendant</p>
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SUPERIOR COUR OF NEW JERSEY  
CHANCERY DIVISION  
MONMOUTH COUNTY  
DOCKET NO.:

CIVIL ACTION

**VERIFIED COMPLAINT**

Plaintiff More that Pizza, Inc., t/a Luigi's Famous Pizza ("Luigi's), a corporation operating a restaurant at 650 Newman Springs Road, Lincroft, (County of Monmouth) New Jersey 07738, by way of Verified Complaint against the Defendants pleads as follows:

**THE PARTIES**

1. Plaintiff More than Pizza, Inc., t/a Luigi's Famous Pizza ("Luigi's) is a corporation operating a restaurant at 650 Newman Springs Road, Lincroft, (County of Monmouth) New Jersey 07738.

2. Defendants Lincroft Plaza, LLC and The Lincroft Grove, LLC (“Landlord”) are limited liability companies at 48 Leland Road, Colts Neck, New Jersey 07722 that lease space to Luigi’s in a plaza (the “Plaza”) on Newman Springs Road in Lincroft, NJ.
3. Defendant Tatum’s Table is a restaurant located in the same Plaza as Luigi’s, and is owned and operated by Defendant Daniel Menake (“Menake”).

**FACTS COMMON TO ALL COUNTS**

4. As a principal part of its business, Luigi’s sells what is principally Italian cuisine at its restaurant.
5. A copy of the menu at Luigi’s is annexed as **Exhibit A**.
6. The menu attached as **Exhibit A** indicates menu items that may not be sold by any other tenants in the plaza where Luigi’s operates and that is owned by Defendant Landlord; the items that may not be sold by other tenants are indicated with the word “OK” next to them in brackets.
7. That portion of the lease agreement that specifies the items prohibited to be sold in the Landlord’s Plaza is attached as **Exhibit B**.
8. Luigi’s, through its president, Jason Emerson, has learned that Tatum’s Table, owned and operated by Menake, is selling or plans to sell prohibited food items in the Landlord’s Plaza and is planning to do so without authorization from Landlord.
9. If items are sold by Tatum’s Table or another tenant that are identical to those on Luigi’s menu and that are prohibited from being sold under the lease between Luigi’s and Landlord and without Landlord’s authorization, Luigi’s will be irreparably harmed in that it will lose goodwill, substantial sums of business, and its local reputation as an exclusive seller of Italian cuisine at the Plaza.

**COUNT I**

**Injunctive Relief for Breach of Lease Terms and Protections**

10. Plaintiff repeats each and every allegation of the prior paragraphs as if set forth at length and verbatim.
11. If Landlord permits Tatum's Table to sell prohibited food items, Luigi's will be irreparably harmed in that it will lose goodwill, substantial sums of business, and its local reputation as an exclusive seller of Italian cuisine at the Plaza.
12. If Landlord permits Tatum's Table to sell prohibited food items, the same is a breach of the lease terms between Landlord and Luigi's and Luigi's will be irreparably harmed in that it will lose goodwill, substantial sums of business, and its local reputation as an exclusive seller of Italian cuisine at the Plaza.

**WHEREFORE, AND AS TO ALL COUNTS**, Plaintiff demands the entry of an Order temporarily and permanently enjoining any of the Defendants from selling, offering to sell, advertising for sale or otherwise providing any of the food items listed on **Exhibit A**, or permitting the same, unless those items are sold or offered for sale only by Plaintiff Luigi's;

For damages;

For attorneys' fees and costs;

For any other relief as this Court deems equitable and just.

**COUNT II**

**Injunctive Relief by Operation of Plaintiff's Third-Party Beneficiary Status of Lease or Contract Between Landlord and Defendants Tatum's Table and Daniel Menake**

13. Plaintiff repeats each and every allegation of the prior paragraphs as if set forth at length and verbatim.

14. Plaintiff is the third-party beneficiary of any restrictions imposed by lease or other contract by Landlord upon Tatum's Table as to food items that Tatum's Table and/or Menake may sell, offer to sell, advertise or otherwise make available to the public in the Plaza.
15. As a third-party beneficiary of any lease or other contract by Landlord and Tatum's Table and/or Menake, Plaintiff has standing to enforce the terms of any such lease or contract that imposes restrictions on any food items that Tatum's Table and/or Menake may sell, offer to sell, advertise or otherwise make available to the public in the Plaza.
16. If Tatum's Table sells prohibited food items, the same is a breach of the lease terms between Landlord and Luigi's and Luigi's will be irreparably harmed in that it will lose goodwill, substantial sums of business, and its local reputation as an exclusive seller of Italian cuisine at the Plaza.

**WHEREFORE, AND AS TO ALL COUNTS**, Plaintiff demands the entry of an Order temporarily and permanently enjoining any of the Defendants from selling, offering to sell, advertising for sale or otherwise providing any of the food items listed on **Exhibit A**, or permitting the same, unless those items are sold or offered for sale only by Plaintiff Luigi's;

For damages;

For attorneys' fees and costs;

For any other relief as this Court deems equitable and just.

**PRAYER FOR RELIEF AS TO ALL COUNTS**

**WHEREFORE, AND AS TO ALL COUNTS**, Plaintiff demands the entry of an Order temporarily and permanently enjoining any of the Defendants from selling, offering to sell,

advertising for sale or otherwise providing any of the food items listed on **Exhibit A**, or permitting the same, unless those items are sold or offered for sale only by Plaintiff Luigi's;

For damages;

For attorneys' fees and costs;

For any other relief as this Court deems equitable and just.

**DEMAND FOR TRIAL BY JURY**

Plaintiff demands a trial by Jury for all issues so triable, regardless of whether the action remains laid in the Chancery Division or the Law Division.

**DESIGNATION OF TRIAL COUNSEL**

Constantine Bardis is designated as trial counsel for the Plaintiff within.

By: /s/ Constantine Bardis  
Constantine Bardis, Esq.  
Law Office of Constantine Bardis, LLC  
Attorney Plaintiff, More Than Pizza, Inc. t/a Luigi's Famous Pizza

**February 11, 2025**

**CERTIFICATION PURSUANT TO R. 4:5-1**

I certify that the action within is not the subject of any other action or arbitration, actual or contemplated. No other parties known to this party should be joined to this suit **WITH THE FOLLOWING EXCEPTIONS:** None.

I certify that the foregoing statements by me are true. I understand that if any of the foregoing statements by me are willfully false, I am subject to punishment.

By: /s/ Constantine Bardis  
Constantine Bardis, Esq.  
Law Office of Constantine Bardis, LLC  
Attorney Plaintiff, More Than Pizza, Inc. t/a Luigi's Famous Pizza

**February 13, 2025**

**VERIFICATION AND CERTIFICATION BY PLAINTIFF**

I am Jason Emerson, President of the corporate Plaintiff named herein, and I have read the Verified Complaint and the factual allegations within. I certify that the factual statements made within the Verified Complaint are true to the best of my knowledge, information and belief, and are made for no improper purpose or collusion. I understand that if any of the foregoing statements made in this Verification and Certification by me are willfully false, I am subject to punishment.

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Jason Emerson

**February 13, 2025**

**Exhibit “A”**

**Exhibit “A”**

**Exhibit “A”**

# Luigi's

FAMOUS PIZZA & RISTORANTE



Specializing in our Large  
16 Slice Rectangular Pizza

PICKUP / DINE IN / OR DELIVERY

842-2122

650 Newman Springs Road • Lincroft, NJ

Hours: Sun. 12:00 noon to 10 PM • Mon. to Thurs. 11 AM to 10 PM  
Fri. & Sat. 11 AM to 11:00 PM

Home Delivery Service From Opening 'Til Closing • \$1.00 House Delivery Charge

Q7



## SPECIALTY PIZZA

	Small		Medium		Large	
	Half	Whole	Half	Whole	Half	Whole
Meat Pizza - Ham, Meatballs, Pepperoni, Sausage	8.95	8.95	9.95	11.25	12.95	14.95
Special - Sausage, Peppers, Onion, Pepperoni, Meatballs, Mushrooms	8.95	10.95	11.95	13.95	14.95	17.95
(5) Five Cheese Pizza	7.95	9.25	10.50	11.50	13.75	15.75
American, Provolone, Mozzarella, Ricotta, Romano						
Vegetable Pizza	7.75	8.75	10.50	11.75	13.50	14.95
Spinach, Tomatoes, Onions, Broccoli, Eggplant						
Taco Pizza - Taco Meat & Taco Chips	6.95	7.75	8.95	11.50	11.95	14.25
Taco Supreme Pizza	8.95	10.25	13.25	14.75	14.95	18.75
Taco Meat, Taco Chips, Onions, Tomatoes, Black Olives, Hot Peppers, American Cheese						

## PIZZA

	Traditional (Thin Crispy Crust)	Sicilian Style (Thick Crispy Crust)	Homemade Fresh Dough Made Daily on Premises	Small (12") "Personal Pizza" 6 Slices	Medium (14") 8 Slices	Large (16") Rectangular 16 Slices			
				Small	Medium	Large			
				Half	Whole	Half	Whole		
(Thin) Plain	-	-	-	-	6.25	7.95	-	9.95	
Extra Tomato	-	-	-	-	6.50	8.25	-	10.50	
Extra Cheese	7.00	7.00	7.00	7.00	7.75	8.75	10.50	11.75	12.95
(Thick) Sicilian	-	-	-	-	7.50	9.50	-	11.95	
White	7.50	7.50	7.50	7.50	8.75	8.95	10.50	11.75	13.95

Pizza Toppings—Small: Half .75 Whole 1.50 / Med: Half 1.00 Whole 2.00 / Large: Half 1.25 Whole 2.25

Meat and Veggie Toppings Menu — \*(Star) items are an additional 50¢ half, \$1.00 whole

• Chicken	Sausage	Anchovies	• Sun-dried Tomatoes	• Roasted Peppers	Green Peppers	Broccoli
Salami	Ham	• Shrimp	• Pesto Sauce	• Sweet Red Peppers	Onions	Eggplant
Meatballs	• Bacon	• Clams	• Taco Meat	• Hot Peppers	Mushrooms	• Pineapple
Pepperoni	• Ricotta	Fresh Garlic	• Steak	Fresh Tomatoes	Spinach	Black Olives

## STUFFED PIZZA

Chicago Style — "Delicious"  
(All Stuffed Come w/ Ricotta, Mozzarella, House Spices)

	Small	Medium	Large
Stuffed Pizza - Sausage, Pepperoni, Broccoli, Onions, Ricotta, Mozzarella	9.95	13.95	17.50
Meat Stuffed Pizza - Sausage, Pepperoni, Ham, Meatball, Ricotta, Mozzarella	10.95	14.95	17.95
Vegetable Stuffed Pizza - Spinach, Tomatoes, Broccoli, Eggplant, Ricotta, Mozzarella	9.75	13.95	17.50
Luigi Stuffed Pizza - Ham, Sausage, Spinach, Sliced Tomatoes, Ricotta, Mozzarella	9.95	13.95	17.50
Domenico Stuffed Pizza - Sausage, Peppers, Onions, Ricotta, Mozzarella	10.95	13.95	17.50
Baked Ziti Stuffed	10.95	13.95	15.95
Chicken Parmigiana Stuffed	10.95	14.25	16.25
Eggplant Parmigiana Stuffed	9.50	13.50	15.50
Philly Cheese Steak Stuffed	11.25	14.95	17.95
Roasted Chicken Stuffed - Chicken, Roasted Pepper, Mushrooms, Onions	11.25	14.95	17.95
Supreme Stuffed - Sausage, Pepperoni, Peppers, Onions, Mushrooms	10.95	14.95	17.95

## CALZONES

Cheese Calzones	6.95
Extra Items (See Pizza Toppings)	1.25 Each
Side of Sauce	.85

## CHILDREN'S MENU

Chicken Tenders & Curly Fries	4.95
Cheesburger & Curly Fries	5.25
Baked Ziti	4.95
Ravioli w/ Tomato Sauce	4.95
Spaghetti & Meatballs	4.95
Pasta w/ Butter Sauce	4.75

## SPECIALTY ROLLS

Luigi Roll - Smoked Ham, Cooked Onion, Broccoli, Cheddar Cheese	4.95
Pepperoni Roll - Pepperoni, Sautéed Spinach, Mozzarella, Grated Cheese & Garlic	4.95
Veggie Roll - Spinach, Broccoli, Tomatoes, Parmesan & Mozzarella Cheese	4.95
Steak Roll - Strips of Steak, Peppers, Onions, Choice of American, Swiss or Mozzarella	5.25
Sausage Roll - Sweet Italian Sausage, Peppers, Onions, Mozzarella	4.95
Italian Hot Dog Roll - Hot Dogs, Peppers, Onions, Potatoes and House Spices	4.95
Meatball Parmigiana Roll	4.95
Chicken Parmigiana Roll	4.95
Original Stromboli - Sausage, Pepperoni, Peppers, Onion, Mozzarella	5.25

## BEVERAGES

Soda	1.20
Soda	20 oz. 1.95 2 Liter 2.25
Pitcher of Soda	4.50
Coffee - Reg. or Decaf	.95
Tea	.85
Milk	.85

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### APPETIZERS

Beer Battered Onion Rings	2.75
Garlic Bread	2.75
Garlic Cheese Bread	3.95
Stuffed Garlic Bread w/Cheese	6.95
Eggplant, Broccoli, Tomatoes, Spinach	
OK - Eggplant Rollatini	6.50
Zeppolis	1/2 Dozen 2.75 Dozen 4.25
Fried Beer Battered Mushrooms	3.95
Broccoli Cheese Poppers	4.50
Jalapeno Poppers	4.75
OK - (12) Mussels - Hot, Med, Sweet, White <i>Red Sauce only</i>	6.75
(5) Extra Large Fried Shrimp	6.95
(5) Shrimp Cocktail	6.95
OK - (6) Clams Oreganato	6.25
Fried Calamari	6.25
OK - (6) Zuppa De Clams <i>Red Sauce only</i>	7.95
Fried Ravioli	5.95
OK - (6) Mozzarella Sticks	4.50
Curly Fries	1.95
Curly Fries w/Cheese	2.95
Buffalo Wings	1/2 Dozen 3.95 Dozen 7.25
Boneless Buffalo Strips	1/2 Dozen 4.95 Dozen 8.95

### SALADS

Add Grilled Chicken to Any Salad 1.75 Extra

	Small	Large
Tossed Salad	3.75	5.75
Lettuce, Onion, Tomato, Red Cabbage & Seasoned Croutons		
House Salad	4.75	6.95
Lettuce, Onion, Tomato, Green & Black Olives, Provolone, Pepperoni & Red Cabbage		
Health Salad	5.95	7.95
Lettuce, Onion, Tomato, Mushrooms, Spinach, Green Peppers, Red Peppers, Broccoli, Red Cabbage		
Chef Salad	8.95	
Olives, Turkey, Roast Beef, Ham, Swiss, American Cheese		
OK - Antipasto	8.95	
Lettuce, Onion, Tomato, Cepicola, Salami, Pepperoni, Provolone, Pimientos, Sweet Red Peppers, Black & Green Olives, Hot Peppers, Artichoke Hearts, Pepperoncini, Anchovies, Shrimp, Red Cabbage. Side Order of Italian Bread		
Side Salad	1.75	
Lettuce, Onion, Tomato, & Red Cabbage		
Caesar Salad	5.95	w/chicken 7.25
Grilled Chicken Salad	Small 5.75 Large 7.95	
OK - Fresh Mozzarella Salad	7.75	
Tuna Salad	7.25	

### SAUTES

Broccoli Saute	4.50
Spinach Saute	4.50
String Beans Saute	4.50
Spinach & Mushroom Saute	4.75
Chicken Broccoli Saute	6.25

### SIDE ORDERS

OK - Baked Ziti	4.95
Spaghetti, Linguini or Ziti <i>Red Sauce only</i>	4.95
3-Meatballs <i>FRANCO only</i>	3.50
3-Sausages	3.75
Potato Salad	1.95
Macaroni Salad	1.95

### BAKED DISHES

Baked Ziti	8.75
Eggplant Parmigiana w/Spaghetti	9.25
Baked Ziti Siciliano	9.25
Stuffed Shells	7.95
Cheese Lasagna (w/Meat add 1.25)	8.25
Manicotti	7.95
Ravioli (Meat or Cheese)	8.50
Tour of Italy	10.95
Chicken Parmigiana, Fettucini Alfredo & Stuffed Shells	
Eggplant Rollatini (w/Spaghetti)	7.95

All Above Dinners Served with Side Salad & Italian Bread

### PASTAS

Tomato Sauce	6.75
Marinara	6.75
Butter Sauce	6.75
Garlic & Oil	6.75
Mushroom Sauce	7.95
Linguini w/Clam Sauce (Red or White)	8.95
Meatballs	8.50
Sausage	8.50
Meat Sauce <i>Red Sauce only</i>	8.95
Penne Ala Vodka	10.25
Linguini w/Pesto Sauce	11.75
Cavatelli Tomato Sauce	8.75
Fettuccini Alfredo	9.75
w/Chicken, Tomatoes & Broccoli	11.95
Tortellini (Meat or Cheese) w/Tomato Sauce	9.50
w/Alfredo Sauce	9.95
Fettuccini Primavera (Pink Sauce)	9.95
Ravioli (Meat or Cheese)	8.95
Gnocchi	8.95
Bowitz Kelly Ann - Bowtie Pasta w/Sausage, Chicken, Shrimp, tossed in a Roasted Pepper Coulis Sauce	13.95
Penne Pomodoro - Chunky Garden Style Marinara Sauce	9.95
Penne w/Carbonara Sauce	10.95
Penne Pasta Fagolia	9.95
Sundried Ravioli - Vodka Sauce w/sundried tomatoes and Spinach over Cheese Ravioli	10.95
Rigatoni Italiano	11.95
Sweet Italian Sausage, Onions, Mushrooms, Peppers, in a Delicious Light Marinara Sauce over Rigatoni Pasta	

All Above Dinners Served with Side Salad & Italian Bread

### GOURMET SANDWICHES

	Half	Whole
Artichoke, Roasted Peppers, Prosciutto, Egg	4.95	7.95
Shrimp Parmigiana	5.45	8.75
Fresh Mozzarella, Roasted Peppers, Eggplant	5.45	8.75
Grilled Chicken, Fresh Mozzarella, Prosciutto, Roasted Peppers	5.45	8.75
Prosciutto, Roasted Peppers, Fresh Moz.	5.25	7.95
Roasted Turkey, Roasted Peppers, Fresh Moz.	5.25	7.95
Chicken Philly Cheesesteak	5.25	7.75
Chicken BLT	5.95	7.75
Cajun Buffalo Chicken Sandwich	4.95	7.45
Chicken Portabello, Mushrooms, Roasted Peppers, Mozzarella	5.45	8.75

### SOUP

Mama Mia/Pasta Fagolia	Cup 1.75 Bowl 2.75
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### VEAL (Vitello)

OK - Veal Parmigiana .....	13.25
Veal & Peppers .....	13.25
Veal Pizzaiola .....	13.50
Red Wine Sauce w/Mushrooms, Peppers & Onions & House Seasoning	
Veal Francalse .....	13.50
Egg-battered In a Butter, Lemon, Wine Sauce -	
OK - Veal Picatta .....	13.75
In Butter, Lemon, Wine, Caper Sauce & House Seasoning	
Veal Marsala .....	13.75
Butter, Marsala Wine, Ham, Mushrooms with House Sauce & Seasoning	
Veal Diane .....	13.95
Over Spinach w/Mushroom, Ham, Mozzarella & House Sauce and Seasoning	
Veal Luigi .....	13.95
Red Wine w/Mushroom Sauce & House Seasoning	

### FISH (Pesce)

OK - Shrimp Parmigian .....	12.95
Shrimp Scampi .....	13.50
OK - Shrimp Alfredo w/Broccoli & Tomatoes .....	13.75
Calamari Marinara .....	11.95
Flounder Francals .....	12.95
Shrimp Marinara .....	12.95
Mussels Marinara, Med., Sweet, Hot <sup>or White</sup> .....	10.50
Flounder Parmigiana .....	12.50
Fried Calamari .....	11.95
(7) Fried Shrimp, Curly Fries & Side Salad .....	9.95

All Above Dinners Served with Spaghetti, Side Salad & Italian Bread

### COLD SUBS

	Half	Whole
1. Ham, Salami Provolone .....	4.25	6.75
2. Ham, Provolone .....	3.50	5.95
3. Ham, Capicola, Provolone .....	4.50	6.95
4. Pepperoni, Provolone .....	3.50	5.75
5. Luigi Special .....	4.85	7.95
Ham, Capicola, Salami, Pepperoni, Provolone		
6. Salami, Capicola, Provolone .....	4.25	6.75
7. Salami, Provolone .....	3.75	5.95

All above subs are served w/Lettuce, Onion, Tomato, Oil & Vinegar

8. Turkey .....	4.50	7.75
9. Roast Beef .....	4.50	7.95
10. Turkey, Ham, Swiss .....	4.75	7.95
11. Tuna Fish .....	3.95	6.95
12. Tuna Fish Melt .....	4.25	7.95

All above subs 1-12 are served w/Lettuce, Onion, Tomato, with choice of Oil & Vinegar or Mayo • (Please specify when ordering)

### VEAL SUBS

OK - Veal & Peppers .....	4.75	7.75
OK - Veal & Sausage Parm. ....	4.95	8.25
Veal Parmigiana .....	4.75	7.75
Veal Americana .....	4.75	7.50
Lettuce, Tomato, Mayo & American Cheese		
OK - Veal Italiano .....	4.95	7.95
Peppers, Onions, Mozzarella & Tomato Sauce		

### STEAK SUBS

Cheese Steak .....	4.25	7.25
Steak Italiano .....	4.75	7.95
Mozzarella, Pepponi, Onions, Tomato Sauce		
Steak Phillip .....	4.75	8.25
Peppers, Onions, Potatoes, American Cheese		
Philly Cheese Steak .....	4.50	8.25
Peppers, Onions, American Cheese		
Steak Americana .....	4.25	7.95
Lettuce, Tomatoes, Onions, Mayo, American Cheese		

### CHICKEN (Pollo)

Chicken Parmigiana .....	12.50
Chicken Pizzaiola - Red Wine Sauce w/Mushrooms, Peppers & Onions & House Seasoning	12.95
Chicken Francals - Egg-coated in a Lemon, Butter, Wine Sauce ..	12.95
Chicken Picatta - Butter, Lemon Wine Sauce w/Capers over Pasta .....	12.95
Chicken Marsala - Butter, Marsala Wine, Ham, Mushrooms with House Sauce & Seasoning .....	12.95
Chicken Cacciatore - Mushrooms, Onions in Red Wine Sauce & House Seasoning .....	13.50
Chicken Diane - Over Spinach w/Mushroom, Ham, Mozzarella & House Sauce & Seasoning .....	13.95
Chicken Luigi - Eggplant, Mushrooms, Artichoke Hearts in Brown Wine Sauce & House Seasoning .....	13.95
Chicken Katrina - Grilled Chicken Sautéed in Mushrooms and Spinach in a Garlic Wine Sauce over Spaghetti .....	12.75
Chicken Richard .....	13.25
Artichoke Hearts, Plum Tomatoes & Spinach in a Garlic Wine Alfredo Sauce over Fettucini	
Chicken Marisa - Sautéed in a Smooth Garlic and Wine Sauce w/Sweet Red Peppers & Broccoli over Penne Pasta .....	12.25
Chicken Murphy - Chicken, Sausage, Mushrooms, Peppers, Onions in a Spicy Murphy Style Sauce over Penne .....	12.95
Chicken Penne Ala Vodka .....	11.95
Grilled Marinated Chicken over Penne & Vodka Sauce	
Breaded Chicken Cutlets w/French Fries .....	7.95
Chicken Alfredo Marinated Grilled Chicken Tossed w/Our Delicious Fettucini Alfredo, Broccoli & Tomatoes .....	12.95
Chicken Scampi (Over Unguini or Penne) .....	10.50
(4) Fried, Honey Dipped Chicken (1 Wing, 1 Leg, 1 Thigh, 1 Breast), Curly Fries & House Salad .....	7.50

All Above Dinners Served w/Side Salad & Italian Bread

### HOT SUBS

	Half	Whole
14. Sausage Parmigiana .....	4.50	7.95
15. Meatball Parmigiana .....	4.50	7.95
16. Eggplant Parmigiana .....	4.25	7.75
17. Fried flounder - Lettuce, Tomato, Tarter Sauce ..	4.25	7.95
18. Pizza Subs .....	3.25	5.95
19. Pepperoni Pizza Sub .....	3.75	6.50
20. Pepper & Egg .....	3.25	6.50
21. Sausage, Potato & Egg .....	4.50	7.95
22. Italian Hot Dog (Double) .....	4.25	
23. Hamburger .....	3.25	
24. Cheeseburger .....	3.75	
25. California Burger .....	3.95	
26. Pizzaburger .....	3.95	

Hot Peppers, Cooked Pepponi, Cooked Onions or Parmigiana  
50¢ on Half, \$1.00 on Whole

### CHICKEN SUBS

Chicken Parmigiana .....	4.50	7.75
Chicken Phillip .....	4.75	7.95
Ham, Swiss, Tomatoes, Dijon Mustard or Mayo		
Chicken Americana .....	4.25	7.75
American Cheese, Lettuce, Tomato & Mayo		
Chicken Italiano .....	4.75	7.95
Mozzarella, Peppers, Onions & Tomato Sauce		
Grilled Chicken .....	4.75	7.75
Lettuce, Tomato, Onions, Mayo		

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**Exhibit “B”**

**Exhibit “B”**

**Exhibit “B”**

## ARTICLE 7.00 UTILITIES AND SERVICES

Tenant will make application for all services and pay all initial utility deposits and fees, and all monthly service charges for water, electricity, sewage, gas, telephone, and any other utility services furnished to the Premises and the Improvements on the Premises during the Term of this Lease.

Tenant shall be responsible at Tenants sole cost and expense to keep the store windows and frames clean at all times and to keep and maintain the exterior area of the Shopping Center, directly adjacent the Tenants Leased Space, free of debris, trash, snow, and Ice subsequent to landlord's initial clearing of snow and ice.

## ARTICLE 8.00 USE; OPERATION OF BUSINESS

**8.01 Use - General.** The premises will be used for the purposes described in Article 1.00(N) and for no other purpose. Tenant will not: do or permit to be done in or about the Premises, nor bring to, keep, or permit to be brought or kept in the Premises, anything which is prohibited by or will in any way conflict with an law, statute, ordinance or governmental rule or regulation which is now in force or which may be enacted or promulgated hereafter; do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants of the Shopping Center, or injure or annoy them; use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; cause, maintain or permit any nuisance in, on, or about the Premises. Landlord has agreed that Tenant will have the exclusive right in the Shopping Center for only the sale of those items; marked "okay", prepared and/or served in Italian style, on the attached menu as Exhibit B. In addition, Stamna III may sell all items on Stamna's current menu attached hereto as exhibit D. In addition, current Tenant Subway may sell any items on Tenants menu attached as Exhibit B except pizza. Current Tenant Aleo's shall be permitted to continue to use its space designated 644 C Newman Springs Road, Lincroft NJ for administrative office space, food storage, and food preparation purposes. Any future Tenant engaged in the sale of food products, leasing the space currently leased to Subway shall have the same right with respect to what items may be served or sold at said premises as contained herein with respect to Subway so long as such future tenant's business does not serve or sell any of the exclusive items marked "ok" on Exhibit B. In addition, any future tenant leasing the space presently leased to Subway shall have the right to engage in any business that does not involve the sale of food products. Luigi's will not sell breakfast items, or open for breakfast on any given day. Luigi's may offer eggs in some form of their dishes with other ingredients, available in their restaurant.

**8.02 Operation of Tenant's Business.** Tenant will operate Tenant's business in the Premises so as to maximize the gross sales produced by such operation, and will carry in the Premises at all times a stock of merchandise of such size, character, quantity, and quality as is reasonably designed to produce the greatest gross sales. Tenant will carry on its business diligently and continuously at the Premises through the Term of this Lease and will keep the Premises open for business on all business days in accordance with the schedule of Business Hours specified in the Basic Lease Information. If Landlord from time to time establishes a different schedule of Business Hours for the Shopping Center, Tenant will remain open during such revised Business Hours.

**8.03 Manner of Conducting Business.** Tenant's business in the Premises will be conducted only under the Trade Name specified in Article 1.00 (C). Tenant will not use or permit the Premises to be used under any other trade name without Landlord's prior written consent. Tenant will maintain an adequate number of capable employees and sufficient inventory in order to achieve the greatest possible gross sales. Tenant's local advertising will refer to the business conducted at the Premises and will mention the name of the Shopping Center. Tenant acknowledges that the identity of Tenant, the specific character of Tenant's business, the anticipated use of the Premises, and the relationship between such use and other uses within the Shopping Center have been material


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29.28 Right of first refusal. In the event Landlord ever intends to sell premises, the Tenant has the right to purchase the premises at a price agreed upon by the Landlord and Tenant at the time such agreement is memorialized by a writing. If thereafter, there is no agreement between the parties and the Landlord then contracts to sell the subject Premises during the term of this leasehold or any of the options exercised by Tenant, and Landlord and Tenant agree that the Tenant shall have the right of first refusal to purchase the Premises at the same price offered to the Landlord by a bona fide purchaser for value. Said right of first refusal shall be under the same terms and conditions including financial as offered to Landlord by a bona fide purchaser for value. If exercised, no commission shall be due thereon for said purchase if said offer is ever accepted when the right of first refusal is exercised while the property is listed and the price shall not be reduced. In the event the property is not listed for sale by the Landlord, but an offer for sale of same is made and agreed to by the Landlord, then the Landlord should notify the Tenant of any offer to purchase the premises. Tenant shall then have 48 hours from the receipt of such notification by Landlord within which to notify Landlord of Tenant's decision to exercise the right of first refusal. If the right of first refusal is not exercised by the Tenant this right of first refusal shall be waved and the new Landlord shall take possession of the premises without obligation under this paragraph.

Landlord and Tenant have executed this Lease as of the day and year first above written.

Witness :

LANDLORD:

  
3/25/17

BY:   
Lincroft Grove, LLC  
By: Robert Lombardi, Managing Member

Witness:

TENANT:

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By:   
More Than Pizza, Inc.  
By: Jason Emerson, President

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