

COMMERCIAL LEASE (MODIFIED GROSS LEASE)

1. PARTIES:

GEOFFREY I. RICE, with a mailing address of 657 Congress Street, First Floor, Portland, Maine 04101 ("LANDLORD"), hereby leases POKE' POP INC. Federal Tax Id # (_____-_____) a Maine corporation with a mailing address of _____, Maine ("TENANT"), and the TENANT hereby leases from LANDLORD the below-described leased premises:

2. LEASED PREMISES/TENANT'S WORK:

A. The premises is located at 658 Congress Street, Portland, Maine 04101, which premises are a first floor restaurant and is approximately 1,810 square feet, as shown on the floor plan attached to and made a part hereof as Exhibit A. The first floor space and the basement space also shown on Exhibit A as under the first floor are to be used equally with the Landlord. In the basement space are some appliances, fixtures and equipment that the LANDLORD controls including but not limited to, electric services, plumbing fixtures, fire sprinkler system and heat and hot water apparatus. Some of these items run throughout the first floor store. Basement storage shall be limited to equipment, canned and dry goods only. Food and food product not in cans shall be prohibited. LANDLORD and those acting for him at all times shall have common access with TENANT to the basement space and first floor space, and may use TENANT'S first floor leased premises to get to the basement. In an emergency situation entry will be without notice. However, in non-emergency situations LANDLORD will give TENANT at least a four-(4) hour notice prior to entry. LANDLORD and his contractors will use their best efforts to prevent interference with TENANT'S dining customers. TENANT will not install any additional locks on or in the premises without LANDLORD'S written consent. Any additional locks that TENANT desires shall have cylinders that are keyed to LANDLORD'S master key system. There is no parking on or near the leased premises for TENANT or TENANT'S customers, employees, agents, or invitees. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease. The roof of the building is not part of the leased premises; TENANT has no right to use it or to assess it.

B. TENANT shall perform at its cost and expense in and to the leased premises and the basement all work TENANT deems necessary and convenient in order to fit-up the leased premises and the basement for TENANT'S use and occupancy (which work is herein referred to as the "Tenant's Work"). Tenant's Work includes creating an access way to the basement area, as shown on the attached Exhibit A. As a condition of TENANT possession TENANT shall share with LANDLORD all origins, changes or amendments of construction plans, specifications, work crew information and principal contacts including the name, address, and phone numbers of the foreman and general contractor, subcontractor and employees, independent contractors, firms or individuals supplying material or equipment, tenant's agent, work sketches and plans and city and state permits and approvals. All plans, specifications, designs and other material related to Tenant's Work shall be subject to LANDLORD'S prior approval. TENANT shall indemnify and defend the LANDLORD and its property against

liens by the contractor, subcontractors and materialmen. Failure by TENANT to secure a release of any lien recorded against the premises within 30 days following notice from the LANDLORD shall constitute a default under this Lease. TENANT shall obtain and pay for all permits, approvals and licenses necessary to construct Tenant's Work, and shall pay all amounts owed to TENANT's contractors, engineer, architect and others, and costs for licenses and permits, with respect to Tenant's Work. Tenant's Work shall include all work necessary to create a separate demised space in the basement, including installation and construction of an access stairway from the first floor to the basement, and code-compliant walls, ceiling, and doors. Tenant's Work shall also include without limitation any work that may be required outside of the leased premises and basement area (such as installation of sprinkler system upgrades, electrical system upgrades and other improvements to the building whether within the leased premises or not), and all such work shall be at TENANT'S cost and expense. Any and all modifications, alterations and additions to the building, building systems, or leased premises, including without limitation alterations required for the building and leased premises to be ADA compliant, must be approved by LANDLORD whether or not reflected on the plans or any amendments thereto. All of Tenant's Work must be performed in a good and workmanlike manner in compliance with all applicable federal, state and local codes and ordinances.

3. TERM:

The Term of this lease shall be for five (5) years unless sooner terminated as herein provided, commencing on September 1, 2017 (the "Commencement Date") and ending at 4:00 p.m. on August 31, 2022. The term shall begin on the Commencement Date and end at the termination of the Initial Term, unless the Term is extended as provided hereafter. LANDLORD will give possession of Leased Premises within twenty-four hours of signing of the Lease Agreement.

4. RENT:

Upon the signing of this Lease Agreement TENANT shall pay to LANDLORD \$3,000 which shall be applied to the security deposit of \$1,500 and \$1,500 for the first one month rental for the period September 1, 2017 through 11:59 P.M. on September 30, 2017, 2022. The TENANT shall pay to the LANDLORD the following base rent:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
September 1, 2017 to August 31, 2018	\$18,000.00	\$1,500.00
September 1, 2018 to August 31, 2019	\$19,200.00	\$1,600.00
September 1, 2019 to August 31, 2020	\$20,400.00	\$1,700.00
September 1, 2020 to August 31 2021	\$21,600.00	\$1,800.00
September 1, 2021 to 4:00 p.m. on August 31, 2022	\$22,800.00	\$1,900.00

Base rent shall be payable in advance in equal monthly installments on the first day of each month during the term of this Lease, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent

and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated: LANDLORD AT 657 Congress Street, First Floor, Portland, Maine 04101.

If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to ten percent (10%) of the amount due LANDLORD each month in addition to the rent then due.

The yearly rental amount shall be divided by twelve (12) in order to convert to an equal monthly rental. This monthly rental shall be paid in twelve (12) month consecutive payments due in advance on the first day of each month.

If the sidewalk space in front of the building of which the leased premises is a part is used for serving TENANT'S customers and has chairs and/or tables set on it then the rental rate is increased by \$400 monthly above the base rental listed elsewhere in this Agreement. The fee is due if any usage is used in the prior month. It is not computed on a daily basis. This rental is due on the first day of the month following usage. This provision applies during both the base term plus in the option term.

5. RENEWAL OPTION:

If the Lease is in full force and effect, and TENANT is not in default hereunder, including applicable cure periods, the Lease may be renewable for one (1) five (5)-year rental period under the following terms. Unless either party shall provide the other party with written notice that it elects not to renew this Lease by certified or registered mail, return receipt requested, on or before 1:00 p.m. on February 1, 2022, then this lease shall extend for five (5) years from 4:00 p.m. on August 31, 2022 to 4:00 p.m. on August 31, 2027, without further notice to the other party.

All the covenants, conditions, provisions and agreements herein agreed to be paid, kept or performed by the Tenants will continue throughout this five (5) year extension, except as to the monthly rental. During the first twelve (12) months of the extension that is from 4:00 p.m. on August 31, 2022 to 11:59 P.M. August 31, 2023, the monthly rental shall be the greater of \$1,900 per month or the fair market rental as determined by Frank O'Connor or NAI/The Dunham Group using his or its knowledge of the commercial space rates in Portland, Maine areas, taking into account this property's uniqueness. The determination of the fair market rental rate shall be made no later than February 1, 2022 and shall be conveyed to the TENANT by written notice, delivery confirmed. In the event the fair market rental rate is not determined and conveyed to the TENANT by February 1, 2022, the rental rate shall be \$1,900 per month until it is determined. Once determined, either party has the right on notice to the other to terminate this lease on the later of August 31, 2022 or the date six months from the day of delivery of the determination notice.

The rental rates beginning with year two (2) of the extension term shall be computed for each twelve (12) month- period of the remaining four (4) year extension term based on the Consumer Price Index - United States, All- Items and Major Figures for Urban Wage Earners and Clerical Workers (including single workers) published by the Bureau of Labor Statistics of the United States Department of Labor, using the period 1982 – 1984 = 100 as the base period. The minimum rental per month is the monthly rental charges during the period 4:00 p.m. on August 31, 2022 through August 31, 2027 hereinafter referred to as Base Minimum. If the computation hereinafter stated results in a monthly rental below this Base Minimum amount, then the rental shall be the Base Minimum. The monthly rental during this four (4) year period from September 1, 2023, through 4:00 p.m. on August 31, 2027 shall be computed monthly by dividing the sum of the monthly rental for year one (1) of the extension, by the index number of August, 2022, and then multiplying that amount by the index number of the following:

- A. June 2023 for the period September 1, 2023 through 11:59 p.m., August 31, 2024.
- B. June 2024 for the period September 1, 2024 through 11:59 p.m., August 31, 2025.
- C. June 2025 for the period September 1, 2025 through 11:59 p.m., August 31, 2026.
- D. June 2026 for the period September 1, 2026 through 4:00 p.m., August 31, 2027.

This monthly rental shall be paid in twelve (12) equal monthly consecutive payments due in advance on the first day of each month. LANDLORD will make the yearly computations, document the same and either deliver by hand to TENANT or mail this information to the TENANT by either first-class mail or certified mail, return receipt requested. In the event that the Bureau of Labor Statistics shall change the base period (now 1982 - 1984 = 100), the new index number for August 2022 shall be substituted for the index number originally used as the division of the rental.

6. SECURITY DEPOSIT:

Upon the execution of this Lease Agreement, TENANT shall pay to LANDLORD the amount of Three Thousand Dollars (\$3,000.00), which shall be applied to a Security Deposit of \$1,500 and \$1,500 to the first calendar month rental. The security deposit is security for the Tenant's performance as herein provided and refunded to TENANT without interest within thirty (30) days after the end of this lease subject to the TENANT'S satisfactory compliance with the conditions hereof.

7. ADDITIONAL RENT:

TAXES:

TENANT shall be responsible for all personal property taxes assessed against personal property owned by both LANDLORD and TENANT and located at the demised premises and for all taxes assessed against improvements made by the TENANT plus if in any tax year commencing with the City of Portland fiscal tax year 2018 (July 1, 2017 through June 30, 2018) the real estate taxes and the Downtown Improvement District tax, Storm Water tax. or similar tax, hereinafter called real estate tax on the land and buildings, of which the leased

premises are part, are in excess of the amount of real estate taxes thereon for the fiscal year 2017 (July 1, 2016 through June 30, 2017) hereinafter called the "Base Year". TENANT will pay to LANDLORD as additional rent hereunder, thirty percent (30%) of such excess that may occur in each year of the term this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends. If the LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the TENANT. Payment of this real estate tax shall be due and payable either September 1 of each year or upon presentment of the exact amounts from the LANDLORD.

INSURANCE COST:

TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, thirty percent (30%) of the yearly increase in the building and umbrella insurance premiums as hereinafter stated above the base level. LANDLORD shall maintain an insurance policy providing coverage on the building or structure of which the leased premises are a part, LANDLORD'S machinery and equipment contained therein, loss of LANDLORD'S income there from. The policy shall cover the perils of fire, lightning, extended coverage, vandalism, malicious mischief and liability covering the LANDLORD'S interest as owner. The amount of coverage for building or structure, machinery and equipment shall be the replacement value. The policy year begins July 15 and runs for twelve (12) months. The insurance premium costs for the period July 15, 2016 to July 15, 2017 is \$5,949.00 hereinafter called BASE INSURANCE PREMIUM, and LANDLORD will fully pay this amount. For the periods beginning July 15, 2017, if the insurance premiums increase above this BASE INSURANCE PREMIUM amount then TENANT shall pay LANDLORD thirty percent (30%) of the increased cost as additional rent hereunder. LANDLORD shall provide TENANT with a copy of the insurance premium statement. TENANT shall include the payment required hereunder with the payment for the first succeeding monthly rental after notice being given. During the final year of the Lease term the insurance premium cost shall be apportioned according to the number of Lease months contained in the insurance premium year. If TENANT subsequently does not enter its renewal term, LANDLORD shall reimburse TENANT for any premium cost paid in excess of the apportioned payment. This shall be reimbursed within thirty-one (31) days after the end of the tenancy.

The above is modified as follows: TENANT is not using the lease premises for a retail purpose. TENANT is using the premises for a restaurant that will serve alcoholic beverages as well as for food. The insurance premiums because of this usage are at a higher amount than of the usage as a retail purpose.

Therefore, TENANT shall in addition to the above calculation reimburse LANDLORD on demand one hundred percent (100%) of the amount by which TENANT'S particular use of the Leased Premises causes LANDLORD'S insurance premiums to be higher than they would otherwise be if the Leased Premises were used for office or retail purposes.

TENANT shall not keep or have on the leased premises any article or items of a dangerous, inflammable, or explosive character that might reasonably increase the danger of fire on the

leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company. TENANT agrees to comply with all regulations of the fire rating organization-having jurisdiction and to comply with all requirements of the LANDLORD'S insurance carrier. If the LANDLORD'S insurance carrier requires a dry or wet chemical system around any appliance or equipment, then TENANT will install the system upon a twenty- (20) day notice thereof.

8. UTILITIES:

TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered. TENANT shall also be responsible for all bills for separately metered natural gas servicing the leased premises, and all charges for telephone and other communication systems used at and supplied to the leased premises and all bills for rubbish removal and janitorial services for the leased premises which TENANT shall be responsible for coordinating. Meters may be located outside of the leased premises at a location designated by the LANDLORD. The Portland Water District allows only one meter for measuring water and sewer usage for each building. The water meter will be in LANDLORD's name and the TENANT will install submeters to measure TENANT's water and sewerage usage and the TENANT shall pay the submetered charges for water and sewer based upon the measured usage. TENANT will install the submeter in an area reasonably acceptable for LANDLORD's agent to read.

LANDLORD shall pay no part of the charge for water consumed and sewage expended at and from the building of which the leased premises are a part that are used by TENANT. TENANT herein is one of twenty-three (23) renters- two (2) commercial and twenty-one (21) residential- for the building in which the leased premises are a part. TENANT will pay the entire water and sewage charges it uses. TENANT shall pay water and sewerage charges beginning with date of possession at the same rate charged to the LANDLORD by the City of Portland and the Portland Water District and the LANDLORD will bill the TENANT monthly with all charges due on the monthly due date for rent. In addition TENANT will pay LANDLORD 30% of the monthly fee charged by Portland Water District for having separate water line for possibly sprinkler usage.

TENANT must pay this amount to the LANDLORD within ten (10) days of its due date. If the amount is now paid within this time, LANDLORD may do either or both of the following: (1) Terminate the Lease; (2) sue TENANT for money damages in the amount of the unpaid water and sewage charges. TENANT will maintain at its own expense a hot water heater, which shall provide hot water solely for TENANT'S use. TENANT will provide and pay for its hot water usage. At the end of the useful life of the water heater, or in the event of failure, then TENANT will, at their own expense, replace the unit with either a gas or an electric hot water heater.

The first payment for water and sewerage usage will be due and payable in arrears, 30 days following the rent commencement date. The second and all further payments shall be based upon the monthly usage charge from the date of the opening of the business to an average charge for a 30 day period subsequent to the opening of the business. LANDLORD shall make

all readings and computations and billings following reconciliation at least once yearly or more upon the request by the TENANT or at LANDLORD's election.

After the TENANT has both been granted its certificate of occupancy and has commenced business, if in any calendar year (any part or all of which falls within the Lease term), the LANDLORD incurs any cost for a capital improvement made in compliance with any law or governmental regulations (as, for example, respecting fire safety in accordance with the City of Portland or State of Maine Fire Safety Laws, Regulations, Codes), because of TENANTS usage of the demised premises, then the total cost shall be prorated over the remaining balance of the Lease term with an equal monthly installment being due at the time of, and together with, the rental payment. The first installment is due either at the time the improvement is completed or when a valid contract is entered into for the improvements, whichever first occurs. For the purposes of determining this cost, the total term is divided into 2 periods, which are: Base Lease is 5 year term, lease extension is a 5 year term. Each of these two periods are computed separately. The first installment is due either at the time the improvement is completed or when a valued contract is entered into for the improvement, whichever occurs first.

TENANT will furnish at its expense reasonable heat and air conditioning in the leased premises. The heating season is October 1, through May 15. TENANT will not allow or suffer the heat or hot water to be wasted. A minimum temperature of 50 degrees Fahrenheit will be maintained at all times. TENANT will be liable for actual and consequential damages caused to the building and LANDLORD'S property by failure to maintain this temperature.

TENANT will be responsible for cleaning, repairs and servicing the furnace and boiler, which supplies the heat to the premises. The cleaning and servicing will be done every twelve (12) months within the period July 1, to September 30, by a State of Maine licensed boiler repair person. TENANT will furnish at its expense other services utilized at the leased premises including (but without limitation) sewer, cold and hot water, electricity, gas, telephone service, computer service, rubbish removal, cleaning, pest control service, snow and ice removal. The TENANT'S snow and ice removal area is from the sidewalk or way adjacent to or abutting the exterior of the leased premises. The rubbish removal must be done at least once per week or more frequently if needed. The leased premises must be exterminated once per month for cockroaches, mice, rats, and other vermin as a preventative measure by a licensed professional exterminating firm.

If the municipal government, through its employees, agents, subcontractors removes the snow, ice, litter, rubbish, from sidewalks or way surrounding or abutting the leased premises, then TENANT will pay either LANDLORD or municipal government upon receipt of the billing charge for this removal service; if the municipal government does not remove these, then TENANT will at its own expense. If the Tenant does not remove the snow and ice from the sidewalk in front of the Lease premises within eight (8) hours from the storms end or by 7:30 A.M. after the storms end, whichever is a shorter time period, then LANDLORD may do so at his option. If LANDLORD does remove the snow and ice, it will charge TENANT Two Hundred Fifty Dollars (\$250.00) for each removal times the CPI-W of the third month prior to the date of removal over CPI-W of July, 2017.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD.

9. USE OF LEASED PREMISES:

TENANT shall use the leased premises for the following purpose only and for none other; A restaurant and food sales with preparations. In addition, first: TENANT will not use a fryolator, grill, or any appliance having an open flame unless it is used under a metal hood ducted to the exterior of the building above the roof line and the metal hood has a chemical system approved by both LANDLORD and LANDLORD'S property insurance carrier, TENANT will clean the filters and hood of the system of grease and other particles weekly or more often as needed; second: LANDLORD specifically prohibits the premises being used as a bar or for the sale of beer or alcoholic beverages for take-out and off -premises consumption. Alcoholic beverages may be sold for on-premises consumption purposes only provided the gross sales through alcoholic beverages are no more than forty percent (40%) of total premises sales. The period reviewed herein will be the five- (5) calendar months prior to the date of request. TENANT within ten (10) days of receipt of a request from the LANDLORD will provide LANDLORD with documentation of its total income and of its alcoholic beverage income, both on a monthly basis and for the prior twelve (12) so as to determine compliance with this provision. If TENANT does not fully comply willingly and cooperate in providing this information within the ten (10) day period, then LANDLORD thereafter on a thirty (30) day notice may either terminate this Lease or terminate permission for alcoholic beverages to be sold or used at the leased premises.

10. COMPLIANCE WITH LAWS:

TENANT agrees to conform to the following provisions during the entire term of this Lease (i) TENANT shall not injure or deface the leased premises or building; (ii) TENANT shall not allow the use of tobacco or marijuana in the leased premises; (iii) no auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iv) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; (v) TENANT shall comply with all regulations and laws concerning limitations on nuisance including but not limited to noise ordinances and law pertaining to the exhausting of cooking smells and odors and TENANT shall install sufficient equipment so that the odors from the Leased Premises including but not limited to food odors, cooking odor, beer and alcohol odor, smoking of meat, baking odor will not be detected elsewhere in the building and (vi) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside stairway, windows or doors, both to the front and rear of the property. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care

and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements, maintenance or installations to the building, and/or accommodations in TENANTS use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises of TENANT'S alterations or additions thereto, which alterations, improvements, installations and maintenance shall be subject to LANDLORD'S consent as provided in this Lease.

11. MAINTENANCE:

A. TENANT'S OBLIGATIONS:

TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time TENANT holds any part of said premises to keep the leased premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. TENANT shall keep the leased premises and sidewalk in front of the leased premises from the building to the curb clean and free of dirt, litter, snow, ice and other refuse matter. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all exterior glass windows and all exterior and interior doors in good repair and condition and to carry adequate full replacement value insurance to provide for the replacement of any such plate, laminate, or insulate glass which is damaged or destroyed with proof of insurance to LANDLORD.

B. LANDLORD'S OBLIGATIONS:

LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs thereof. The following repairs and replacement will be made by TENANT at its expense and are not included as structural repairs:

A. ELECTRICAL MAINTENANCE: TENANT shall install and maintain all electrical apertures. This includes without limitation: installation, repair, fix or replace duplex outlets, replace blown fuses or circuit breaker, light bulbs, starters, balusters, light fixtures, ceiling fans, fire alarm detection system, and HVAC system.

B. PLUMBING MAINTENANCE: TENANT will install and maintain all plumbing, apertures. This includes without limitation: kitchen and bathroom lines and fixtures, fire sprinkler system, and TENANT shall remedy and repair blockage, or back-up of plumbing lines, damaged or broken fixtures, and fire sprinkler system due to TENANT use or misuse within the leased premises. The plumbing work and electrical work, if

any, will be done by a Maine licensed plumber and electrician. TENANT, at its own expense, will construct, install, and fixture complete handicap bathrooms that will meet City of Portland code compliance in the leased premises. Before commencement of the bathroom work, TENANT will present its plans to LANDLORD for written approval.

C. HVAC MAINTENANCE: TENANT shall be responsible for the installation, replacement, repair, and maintenance of the HVAC system and shall enter into a regular annual maintenance contract for the HVAC system and sprinkler and fire safety system for the leased premises. The HVAC contract shall provide service every three (3) months. LANDLORD shall designate the HVAC service provider and may change the providing company from time to time. The present designation is HVAC Services, Inc., 73 Bradley Drive, Westbrook, Maine. Telephone number is (207) 854-4822. TENANT shall provide LANDLORD promptly with a copy of its annual contract. If maintenance is not performed each three (3) month period, LANDLORD may and will have the unit serviced and repairs which will be at TENANT's expense. TENANT will reimburse LANDLORD within ten (10) days after the work has been completed.

12. ALTERATIONS-ADDITIONS:

TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerials or flagpoles or the like, visible from outside of the leased premises, that is, from outdoors or from any corridor or other common area within the building, or permit anyone except TENANT to use any part of the leased premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of the LANDLORD. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.

13. ASSIGNMENT-SUBLEASING:

TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of stock of a corporate TENANT or the change of a general partner of a partnership TENANT or the title change of manager of a limited liability company tenant shall constitute an assignment of this Lease which shall require the LANDLORD'S consent.

If there is a sale, assignment, or sublet by TENANT in connection with the sale or lease of assets in the leased premises which results in TENANT obtaining a net profit above its

combined net Federal tax basis in these assets as of the date TENANT commences its business from the leased premises, then LANDLORD shall receive one third (1/3) of this profit amount.

14. SUBORDINATION AND QUIET ENJOYMENT:

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any Time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises.

15. LANDLORD'S ACCESS

LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises (i) to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to by LANDLORD in writing, (ii) to show the leased premises to prospective purchasers and mortgagees, and (iii) to show the leased premises to prospective tenants during the six (6) months preceding the expiration of this Lease. LANDLORD also reserves the right at any time within six (6) months before the expiration of this Lease to affix to any suitable part of the leased premises a notice for leasing the leased premises and at any time a notice for selling the property of which the leased premises are a part and in each situation to keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY

TENANT will defend and, except to the extent caused solely by the negligence or willful misconduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contracts, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT'S breach of any provisions of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person

claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or neglect of TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the TENANT or others.

17. TENANT'S LIABILITY INSURANCE

TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000) combined single limit with deductibles of not more than \$5,000 per occurrence and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased premises under standard Maine form policies against fire and standard extended coverage risks, in such amounts and with such companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each assured named therein.

18. FIRE CASUALTY-EMINENT DOMAIN

Should a substantial portion of the leased premises or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. If the damage renders the premises untenable in whole or in such part that it becomes impractical for the TENANT to conduct its business therein, the rent shall abate until the damage has been repaired. If the damage renders the premises untenable in part, but TENANT continues to occupy them in part, the rent shall be reduced in the proportion that the unoccupied portion of the premises bears to the entire premises until the damage has been repaired. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore said premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding

anything to the contrary, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

19. DEFAULT AND BANKRUPTCY

The LANDLORD may enter to view and make improvements. At the sole option of the LANDLORD this Lease may be terminated and LANDLORD may expel the TENANT if TENANT shall fail to pay the rent aforesaid, or if TENANT shall make or suffer any strip or waste thereof, or shall fail to quit and surrender the premises to the LANDLORD at the end of said term, or shall violate any covenants in this Lease by TENANT to be performed. In this paragraph #19 written notice to correct a default may be given simultaneously with the written notice to terminate. In the event that:

(a) The TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within five (5) days after written notice thereof, or \

(b) The TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof, or

(c) The leasehold hereby created shall be taken on execution, or by other process of law; or

(d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law, then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant.

20. NOTICE:

Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if delivered by hand, or if left at the leased premises addressed to TENANT, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing.

21. SURRENDER:

TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased premises and all additions alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.

In the event that the movable trade fixtures are removed by the TENANT, any damage caused by said removal shall be repaired at the time of removal by the TENANT at its sole cost and expense. The following is considered part of the real estate upon their installation and are not movable furniture or movable fixtures. Items attached to the walls, items wired directly to the electrical systems, items connected directly to the plumbing system.

22. HAZARDOUS MATERIALS:

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous, Materials (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof and comply with applicable state, local

and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal state or local.

23. LIMITATION OF LIABILITY:

TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD it being agreed that LANDLORD is not personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD.

The LANDLORD shall in no way be responsible for any damage or injury to TENANT'S personal property or fixtures or those of others for which TENANT act as bailers from any cause whatsoever, and TENANT, in execution of this Lease, understands that said personal property is placed in or upon the leased premises entirely at TENANT'S own risk.

24. LANDLORD DEFAULT:

LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over LANDLORD'S rights under this Lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.

25. WAIVER OF DEFAULT:

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other condition or duty.

26. SUCCESSORS DEFAULT:

The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's

period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

27. **HOLDOVER:**

If TENANT fails to vacate the leased premises at the termination of this Lease, then all of the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to 125% of the then-current base rent for the period just proceeding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering damages, including consequential damages, which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.

If the TENANT wish to terminate this Lease agreement during any holdover period it must give a written notice to the LANDLORD of this intent on the first day of the month at least thirty (30) days prior to the end of the stated term. If the TENANT does not vacate the premises by the last day of the term (meaning paragraphs 3 and 5) and/or does not give written notice of its intent to do so on the first day of the month prior to the last day of the Lease term, then it is also further agreed that this Lease agreement, with all its provisions and covenants, except the amount of the monthly rental, shall continue in force from month - to - month after the expiration of the stated term. Termination during the month- to-month period referred to previously may be effected by either party giving to the other written notice setting forth clearly the day of termination, which termination day must be at least thirty (30) days after the day on which the notice is given and must be on a rental due date. The monthly rental rate during this period shall be 1.25 times the monthly rental amount as that stated for the last month of the immediately preceding term.

28. **JURY TRIAL WAIVER:**

NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCEABLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT THE STATE OF MAINE LAWS AND JUDICIAL SYSTEM SHALL HAVE EXCLUSIVE JURISDICTION AND ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPREIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

29. MISCELLANEOUS:

If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT, mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective officers, manager, heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

30. BROKERAGE:

Each party warrants and represents to the other that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than Frank O'Connor of NAI The Dunham Group, ("LANDLORD'S BROKER"). In the event of any brokerage claims against LANDLORD by TENANT'S BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than LANDLORD'S BROKER. LANDLORD agrees to pay LANDLORD'S BROKER a commission if this Lease is executed and is not thereafter terminated.

31. SIGN:

TENANT agrees not to erect any signs or awnings on the leased premises or its exterior walls, window and doors without the written permission of the LANDLORD. Both sign installation and maintenance must conform to the City of Portland's laws regarding exterior signs. TENANT must obtain LANDLORD'S written permission as to the design, content, wording, location, size of any proposed sign prior to its use and thereafter prior to any subsequent change in its content or location. LANDLORD consents to the use of the existing sign.

32. NUISANCE:

TENANT covenant at all times during the Lease term not to injure, overload, deface or otherwise harm the leased premises, nor commit any nuisance, nor permit the emission of any objectionable noise or odor, nor burn any trash or refuse within the leased premises, nor make any use of the leased premises which is improper, offensive or contrary to any law or ordinance or which will invalidate or increase the cost of any of the LANDLORD'S insurance nor use any advertising medium that may constitute a nuisance, such as loud speakers, sound amplifiers, phonographs or radio or television broadcasts in a manner to be heard outside the leased premises, nor conduct any auction, fire, "going out of business", or bankruptcy sales, nor do any act tending to injure the reputation of the Lease premises. In the building above the leased premises are residential apartments. TENANT in the operation of its restaurant will have odors from a meat smoker, kitchen cooking and processing operation, services of alcohol and beer. TENANT must install and maintain a system to effectively vent, filter, process these odors and any other odors so as the odors will not affect or penetrate the apartments, so that such tenant's use and enjoyment of their apartments will be odor free.

33. ALTERATIONS:

TENANT shall make no alterations or improvements to the leased premises without first obtaining from the LANDLORD its written approval with respect to the contemplated improvements. TENANT may not place any object on the roof above the leased premises or on the exterior of the buildings walls or doors.

34. ENTRY:

LANDLORD, his agents, employee, independent contractors may, but shall not be obligated to, enter the premises between the hours of 6:30 A.M. and 6:00 P.M., on a four (4) hour reasonable notice to TENANT (except at anytime and without notice in case of emergency) for the purposes of inspection, or the making of such repairs, replacement, and additions in, to, on and about the premises or building of which the leased premises are a part as LANDLORD deems necessary or desirable. LANDLORD and his contractors will use their best efforts to prevent interference with TENANT'S dining customers. TENANT shall have no claim or cause of action against LANDLORD by reason thereof. The leased premises contain some of the building conduits, pipes and wires for TENANT and another building tenant. LANDLORD will share the leased space equally with TENANT and shall have equal access to it for the ability to make repairs and replacement of structural parts. TENANT will not install or allow others to install on the exterior or interior doors to the leased premises any locking device which does not have a cylinder that is part of LANDLORD'S master key system. If TENANT wants any cylinder changed it shall reimburse LANDLORD in advance for the cost of labor and material for this change.

35. ACCEPTANCE:

The parties agree as follows:

- A. LANDLORD conveys the Lease premises as is and where it is. LANDLORD will perform no work at the Lease premises.
- B. TENANT takes the Lease premises as is. TENANT will perform each and every item to make the leased premises available for its use ("Tenant's Work"). Tenant's Work shall include all work necessary to ready the leased premises and building for Tenant's use and occupancy, including without limitation any work that may be required outside of the leased premises, including without limitation any work that the City of Portland may require in connection with Tenant's Work (such as sprinkler system upgrades, electrical system upgrades and other improvements to the building whether within the leased premises or not), and all such work shall be at Tenant's cost and expense. Any and all modifications, alterations and additions to the building, building systems, or leased premises, including without limitation alterations required for the building and lease premises to be ADA compliant, must be approved by Landlord. All of Tenant's Work must be performed in a good and workmanlike manner in compliance with all applicable federal, state and local codes and ordinances.

36. KITCHEN HOOD:

If in the kitchen of the leased premises there is a chemical fire system in the metal hood system, TENANT will maintain and service the system at least twice yearly at its expense by a licensed chemical service company. In addition, TENANT will weekly or more frequently if needed clean the hood and filter system. TENANT will arrange its kitchen appliance set-up so that appliances required by both the City Code and building insurance carrier to be under a protective hood will fit under the chemical and hood system.

37. PEST CONTROL:

The building of which the leased premises are a part contains two (2) commercial rental units and 21 residential units. If in any unit there is discovered any presence of cockroaches or any other insect, any rat, mouse or any other rodent, then TENANT shall immediately employ and pay for a licensed professional extermination service to eliminate their presence in all units and shall continue this service for three (3) additional consecutive months. Access to all units shall be provided by LANDLORD to said extermination service. If the TENANT does not have the extermination done within three (3) days of notice to them by LANDLORD, then LANDLORD may have this licensed professional extermination service performed and seek full reimbursement for its cost from TENANT. Any payment required hereunder shall be paid by TENANT to LANDLORD with the first succeeding monthly rental payment after notice being given. In addition to the above, TENANT will have the first floor and basement of the leased premises serviced every month on a preventative maintenance basis by a licensed professional

extermination service for the prevention of mice, rats, cockroaches, fleas, vermin. The first time the service will be done is within ten (10) days of opening for business.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this ____day of _____, 2017.

TENANT:

LANDLORD:

POKE' POP, INC.

By: _____
_____, Its President

Geoffrey I. Rice

[Printed Signer Name]

[Witness to Tenant]

[Witness to Landlord]

[Print Witness Name]

[Print Witness Name]

GUARANTY

For value received, and in consideration for, and as an inducement to GEOFFREY I. RICE (hereinafter referred to as LANDLORD), to enter into the foregoing LEASE with POKE' POP INC. (hereinafter referred to as TENANT), Anusat Limsitong, Social Security # 673-22-6858 and home address of _____, Thanakritta Limsitong, Social Security # 743-80-0768 and home address of _____, Praphan Kaewthong, Social Security #612-82-9974 and home address of _____, and Thanyalak Rojpanichkul, Social Security : 006-08-6553 and home address of _____ (all named parties jointly and severally hereinafter referred to as GUARANTOR) do hereby unconditionally guaranty to LANDLORD the complete and due performance of each and every agreement, covenant, term, and condition of the LEASE to be performed by TENANT, including, without limitation, the payment of all sums of money stated in the LEASE to be payable by TENANT. The validity of this Guaranty and the obligations of the GUARANTOR hereunder shall not be terminated, affected, or impaired by reason of the granting by LANDLORD of any indulgences to TENANT. The liability of GUARANTOR under this Guaranty shall be primary, and in any right of action which shall accrue to LANDLORD under the Lease, LANDLORD may proceed against GUARANTOR and TENANT and may proceed against GUARANTOR jointly or severally without having commenced any action against or having obtained any judgment against TENANT. All of the terms and provisions of this Guaranty shall inure to the benefit of the successors and assigns of LANDLORD and shall be binding upon the successors and assigns of GUARANTOR.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty this ____day of June, 2017.

GUARANTOR:

Anusat Limsitong

Witness Signature

Printed Witness Name

Thanakritta Limsitong

Witness Signature

Printed Witness Name

Praphan Kaewthong

Witness Signature

Printed Witness Name

Thanyalak Rojpanichkul

Witness Signature

Printed Witness Name