Inspections Division
Date: 04/28/17

2/17/14

LEASE AGREEMENT entered into on and as of this 2/24/14, by and between Neptune Properties, LLC a Maine Limited Liability Company, ("Landlord"), and Hella Good Tacos, LLC ("Tenant") a Food Service Establishment.

1. SUBJECTS REFERRED TO: Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Article:

a) Landlord: Neptune Properties, LLC
120 Exchange Street
Portland, ME 04101

b) Tenant:
Hella Good Tacos, LLC TIN# 45-4289280

c) Premises: A portion of 500 Washington Ave on the 1st floor consisting of 1,896 +/- SF historically "Steve and Renee's Diner.

d) Term Commencement Date: March 1, 2014

e) Rent Commencement Date: March 1, 2014

f) Term: 5 years

g) Option Term: One (1) renewal term of five (5) years. Rent to be mutually agreed upon by both parties within thirty (30) days of Tenant providing notice of its intent to renew. Tenant to provide nine (9) months prior written notice.

h) Parking: As provided

i) Annual Rent: Year 1&2: $14.52/SF
Year 3-5: 3% annual escalator

j) Minimum Security Deposit: One month rent

k) Taxes, Insurance, Common Area Maintenance: Tenant shall pay its pro rate share based upon the proportion which the square foot area of the leased premises bears to the total leasable square foot area of the building.

l) Permitted Uses: Food and Beverage Service

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m) Public Liability Insurance: Bodily injury and property damage of $2,000,000, combined single limit.

n) Pet Policy: No pets are permitted in the premises, except service dogs.

2. LEASE: Landlord hereby leases unto Tenant, and tenant hereby leases from Landlord the Premises located at 500 Washington Ave, 1st floor, deemed to consist of 1,896 square feet of space historically known as "Steve and Renee's Diner".

3. TERM: Tenant shall have and hold the Premises, unless sooner terminated, for the original term and commencing on the Term Commencement Date.

4. RENT: The annual rent is as set forth in Article 1 above. Said rent shall be payable on a prorated basis on the first day of such month within the term. Not withstanding any other provisions of this Lease. Tenant agrees that any rent not paid by the fifth (5th) of the month will be assessed a penalty of five percent (5%) for payment not received by the fifth (5th) day of the month.

5. SECURITY DEPOSIT: Tenant will pay over to Landlord the sum provided in Article 1 j), to be held by Landlord throughout the term of this Lease in a non-interest bearing account, as a security deposit for the faithful performance of all of Tenant's obligations hereunder. Said security without interest will be returned to Tenant at the end of the Lease Term, provided the Leased Premises are left in good repair, "broom clean", and provided Tenant has not been in default of the Lease. Landlord will have the right to apply any part or the whole of said security deposit less interest earned to the curing of any default that may exist, without prejudice, or to any other remedy which Landlord may have on account thereof, where Landlord must apply said security deposit to rectify Tenant's default. Tenant is obligated to Landlord for restitution and/or recompensation for the amounts owed up to the value of the security deposit. Should the premises be conveyed by Landlord, such deposit, or the balance thereof, will be turned over by Landlord to Landlord's transferee, and, if such is done, Tenant hereby releases Landlord from any and all liability with respect to the deposit and it application or return; tenant agrees to look only to such transferee thereafter. If Tenant shall have fully complied with all of the terms of this lease during the entire term hereof or if Tenant shall have recompensated Landlord for security deposit applied to rectify Tenant's default, the said security deposit will be returned to Tenant at the end of the Lease term.

6. REAL ESTATE TAXES, INSURANCE AND COMMON AREA MAINTENANCE ASSESSMENTS: Real estate taxes, reasonable insurance and normal and customary reasonable cleaning, maintenance and management fees, and customary snow removal charges shall be paid by Tenant on a pro rate basis based upon the proportion which the square foot area of the leased premises bears to the total square foot area of the building. Tenant will pay said pro rata assessments each month in addition to the base rent set forth above. Landlord has the right at its reasonable determination to allot certain common expenses to those tenants who primarily benefit from same which will increase their percentage share for those specific items.

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7. UTILITIES: Tenant shall pay for all water charges, sewer charges or sewer tax, gas, electricity, fuel and like utilities used or consumed in or upon the leased premises, including the operation of the heating, air-conditioning, and sprinkler systems for the leased Premises. Separate metering may be provided for the leased Premises for utilities. Landlord may interrupt the supply of water, gas, electric and also sewer service and any other similar utilities by both parties, upon terms that are mutually agreed upon by both parties, and with prior written notification of such interruption. The payment of any deposits or similar charges required to be paid in connection with supply of services and for the payment of any sewer or other utility assessment, charge or connection fee required to be paid as a result of a change in the nature of a utility service to the leased Premises made by the Tenant after the commencement date of this Lease is the responsibility of the Tenant. For items beyond the direct or indirect control of Landlord, Landlord shall not be liable in damages or otherwise for any failure to furnish or interruption of the services of water, gas, electricity or sewer. Nothing in this article is intended to limit Landlord's ability to make emergency repairs in a prompt manner, as Landlord deems necessary. Tenant's agreement and written notification are both waived with respect to emergencies. For those utilities, and charges under Section 6 of this Lease, billed by the Landlord to the Tenant, whether metered or pro-rated, the Tenant shall pay all charges in full by the twentieth (20th) of the month for the previous month's usage. Landlord to provide bill to Tenant by the tenth (10th) of the month. Tenant agrees to pay a penalty of five percent (5%) if payment is not received by the twentieth (20th) of the month.

8. QUIET ENJOYMENT: The Tenant, upon payment of the rent herein reserved and upon performance of all the terms of this Lease, shall at all times during the lease term, and any extension thereof, peacefully and quietly enjoy and be able to productively use the leased property for the intended purposes without unreasonable disturbance.

9. MAINTENANCE:

a) The Tenant shall keep the leased Premises in a neat, clean and sanitary condition and in as good order and repair as at the commencement of the Lease, reasonable wear and tear accepted. Tenant shall not do anything to cause the leased Premises or the activities therein to violate any municipal, county, state or federal law, ordinance, or requirement, including but not limited to any Maine Department of Environmental Protection regulations, and shall promptly act upon any direction of any officer of competent authority. The Tenant shall permit no waste with regard to the leased Premises. Tenant shall make no permanent improvements to the leased Premises without the prior written approval of Landlord. Any such permanent improvements approved by Landlord shall become the property of Landlord upon termination of this Lease for any reason except as mutually agreed by Tenant and Landlord. No work which Landlord permits Tenant to do pursuant to this Lease, whether in the nature of erecting, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall pay promptly all persons furnishing labor or materials performed or furnished, or alleged to be

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performed or furnished, to Tenant or to anyone holding the leased Premises through or under Tenant. Tenant shall forthwith cause the same to be discharged or bonded, after being notified of the filing thereof; and, in addition to any other right of remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord including reasonable attorney's fees incurred by Landlord in procuring the discharge of lien, per annum, shall be due and payable by Tenant to Landlord as additional rental. In addition, Landlord may charge interest of eighteen percent (18%) on such funds after thirty (30) days of delivery of notice by Landlord to Tenant that Landlord has paid such lien.

b) The Landlord shall keep the structural, mechanical, electrical and sanitary portions of the building which shall be defined to include without limitation, exterior walls, foundation, floors, roof, and exterior glass in good order and repair, provided, however, that any such maintenance made necessary by fault or neglect of the Tenant or the employees or visitors of the Tenant shall be at the expense of the Tenant and Tenant shall pay all costs therefor. Tenant will be responsible for all light bulb replacement and bathroom supplies.

c) Tenant shall be solely responsible for any costs related to security of common areas of the premises necessitated by the Tenant's use, employees, customers, or clients. This determination shall be at the sole discretion of the Landlord. Landlord shall promptly notify Tenant of any security issues that Landlord judges to require security action prior to initiating such action and/or expense.

10. COMMON AREAS: Landlord grants to Tenant and his agents, employees and customers, a non-exclusive license to use the Common Areas in common with others during the Term, subject to the exclusive control and management thereof at all times by landlord and Tenant set forth herein.

11. INSURANCE:

a) Tenant agrees to and does hereby indemnify Landlord and save him harmless from and against any and all claims, actions, damages, liability and expense, including attorney's and other professional fees, in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the building or any part thereof or any other part of the building, when such loss of life, personal injury or property damage is caused directly by any negligent act or omission of tenant. In kind, Landlord shall indemnify Tenant and save him harmless against any and all claims, actions, etc., that are due to the negligence of the Landlord. Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the leased Premises or any part of the building, or for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage or leakage of electrical cable wires, water, gas, sewer, or steam pipes, activation of any fire suppression system, or the leaking of the roof or exterior walls of the building, or the seepage or flooding of ground or storm water into the building, except to the extent that such loss or damage is caused either directly or indirectly by any act, conduct or omission of Landlord, his agents, employees or contractors. To the maximum extent permitted by law, Tenant agrees to

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use and occupy the Premises, and to use such other portions of the building as Tenant is given the right to use, at Tenant's own risk.

b) At all times after the execution of this Lease, Tenant will take out and keep in force, at his expense, public liability insurance, including insurance against assumed or contractual liability, with respect to the Premises, to afford protection to the limit, for each occurrence, of not less than Two Million Dollars ($2,000,000.00), combined single limit. Said insurance shall provide for coverage of all third parties, including other tenants in the Landlord's building who might be harmed or injured, or suffer property damage, as a result of any negligent act of the Tenant. The insurance policy shall protect and hold harmless Landlord from any and all claims of all third parties and other tenants in the building who are harmed as described above unless such claims arise from any act, conduct or omission of the Landlord, its agents, employees or contractors. Tenant shall provide evidence of such coverage as an attachment to this Lease (Exhibit "A").

c) Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises, which will contravene Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done or omitted to be done by Tenant, upon or about the leased Premises, shall cause the rate of fire or other insurance on the Premises or on other property of Landlord or of others within the building to be increased beyond the minimum rate from time to time applicable to the Premises or to any such property for the use or uses made thereof, Tenant will pay as additional rental, the amount of any such increases upon Landlord's demand.

d) Tenant shall provide at its expense a policy or policies of insurance, covering loss or damage to its personal property in the amount of full replacement value thereof providing protection against all perils included within the classification of fire, extended coverage, vandalism malicious mischief, special extended perils (all risk) and business interruption insurance.

12. DAMAGE OR DESTRUCTION: In case the Premises shall be damaged by fire or other casualty so as to render the same untenantable in whole or in part for any period, a just abatement of rent shall be made until the same shall be repaired by the Landlord, provided, however, that in case the Premises shall be so badly damaged by fire or any other casualty that the Landlord shall not desire to rebuild, this Lease shall terminate at the Landlord's option and rent shall be apportioned to the time of such termination. Tenant shall be given prompt notice of any decision not to rebuild, and failure to commence rebuilding within 45 days after damage or destruction shall be deemed to be notice not to rebuild. Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of tenant's personal property (including without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) or to any leasehold improvements installed in the Premises by Tenant unless such damage or casualty was caused by the acts or omissions of Landlord, his agents, employees, or contractors.

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than those obligations set forth in Article 18 below) provided that the buyer, transferee, or assignee shall assume all obligations and duties of landlord hereunder.

18. COSTS:

a. Landlord and Tenant hereby agree that the Premises shall be improved substantially as set forth below: N/A

b. The cost of such improvement shall be borne by N/A. All other improvements/costs shall be the sole responsibility of the Tenant. Any and all modifications to the building by Tenant or Tenant's agent shall be submitted to Landlord for its approval prior to commencement of work. Tenant agrees that all work shall be completed in compliance with all applicable state and municipal building codes and ordinances.

19. DEFAULT: This Lease is made on the condition that if the Tenant shall fail to pay any rental as provided hereunder, or shall fail to pay any other monetary obligation to Landlord as provided hereunder, within ten (10) days of its due date, or fail to perform any other obligation hereunder and such other failure shall continue for fifteen (15) days after written notice thereof by Landlord, or if the estate hereby created shall be taken on execution or other process of law, or if Tenant shall be declared bankrupt or insolvent according to law, or if Tenant shall make or offer to make, in or out of bankruptcy, a composition with the Tenant's creditors, or if Tenant shall commit any act of bankruptcy, or if a receiver, trustee or other officer shall be appointed to take charge of Tenant's assets by any court, or if the Tenant shall hold over at the termination of this Lease as herein above provided, then and in any of said cases, notwithstanding any license of any former breach of covenants or waiver or consent in former instances, the Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter, upon three days prior written notice, (a) terminate this Lease by notice in writing to be effective three days hence or on a later date stated in said notice, (b) with or without process of law, enter into and upon leased Premises or any part thereof and repossess the same as of the Landlord's former estate; and/or (c) , expel the Tenant and those claiming through or under the Tenant and remove its 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 preventing a breach of covenant, and upon entry as aforesaid, all rights of Tenant hereunder shall terminate. Tenant covenants that in case of such termination, Tenant will during the remainder of the then-current term, pay to Landlord on the last of each calendar month the difference, if any, between the rental and other monetary obligations of Tenant which would have been due for such month had there been no such termination and the sum of such amounts being received by Landlord from occupants of the leased Premises, if any. The Landlord shall make reasonable effort to relet the Premises at a market rate of rent for the Premises concerned. In addition, Tenant agrees to pay to Landlord, as damages for any above described breach, the costs of reletting the Premises, including real estate commissions, costs of renovating the Premises to suit a new tenant, and costs of moving and storing Tenant's personal and trade fixtures. Tenant further agrees to pay and indemnify the Landlord against all legal costs and charges, including counsel fees reasonably incurred, in obtaining possession of the leased Premises after a default of the

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13. CONDEMNATION: If the Premises or any part thereof are taken or condemned by a duly constituted public authority, this Lease shall, as to the part taken, terminate and all proceeds and awards shall be paid to the Landlord. In the event that a substantial portion of the leased Premises itself is taken, both Landlord and Tenant shall have the right to terminate this Lease upon the giving of notice in writing ten (10) days in advance of the proposed termination date. In the event this Lease shall not be terminated as provided herein, rent shall abate proportionately as to the part so taken.

14. ASSIGNMENT AND SUBLETTING: The Tenant shall not assign, mortgage or encumber this Lease nor sublet or permit the leased Premises or any part thereof to be used by others without the prior written consent of the Landlord in each instance, which consent shall not be unreasonably withheld, giving, however, due consideration to the proposed usage and financial responsibility of the proposed assignee or subtenant. If this Lease is assigned or if the leased Premises or any part thereof is sublet or occupied by anybody other than the tenant, Landlord may, after default by the Tenant, collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved, provided that no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant or the acceptance of the assignee or subtenant as tenant or a release of the Tenant from the further performance of his obligations hereunder. The consent by the Landlord to an assignment or subletting shall not be construed to relieve or release the Tenant from his obligations under the terms of this Lease, unless Landlord shall so consent in writing.

15. USE: Tenant shall not use or occupy or permit the leased Premises to be used or occupied, nor do or permit anything to be done in or on the leased Premises, in a manner which will in any way violate any present or future laws or regulations of any governmental authority, including but not limited to zoning regulations, departments and environmental protection regulations.

16. SUBORDINATION: Tenant shall, from time to time, upon request of Landlord, subordinate this Lease to any mortgage deed, and/or other security indenture hereafter placed upon the Premises, and to any renewal, modification, replacement or extension of such mortgage or security indenture, provided that, in the instrument of subordination, the holder thereof agrees that so long as Tenant shall not be in default under this Lease, he will not be disturbed from his peaceful, quiet enjoyment of the premises and using the Premises for the intended purposes. Any estoppel document submitted by Landlord to tenant which is not signed, or signed as amended, within 5 days of delivery shall be deemed to reflect that Landlord is in full compliance with all Terms and conditions under this Lease.

17. SALE: The term "Landlord" as used in this Lease means only the owner for the time being in fee of the leased Premises, or the owner of the leasehold estate created by an underlying lease, or the mortgagee of the fee or of such underlying lease in possession for the time being of the leased Premises, so that in the event of any sale of the leased Premises or of any creation, transfer or assignment or other conveyance of such underlying lease and the leasehold estate thereby created, the seller, transferor, or assignor shall be entirely relieved of all further obligations and duties hereunder (other

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tenant or after the Tenant's default in surrendering possession upon the expiration or earlier termination of the term of the Lease or of enforcing any covenant or obligation of the Tenant herein contained.

20. ACCESS: The Landlord and his personal representatives, agents, or employees, may enter the leased Premises at any reasonable time for the purpose of inspecting the property, performing any work which the Landlord elects to undertake, or such other purposes as Landlord elects to undertake, or such other purposes as Landlord shall determine, provided same does not unreasonably interfere with the quiet enjoyment of Tenant, and provided that Landlord provides Tenant with 72-hour advance written notice, except for emergencies.

21. NOTICES: Any notice of communication relating to this Lease shall be deemed duly given if in writing and either hand delivered or sent by certified registered mail, return receipt requested, postage pre-paid, addressed to the party for whom it is intended such place as shall have been last designated by such party. Unless designated otherwise in writing, notices required under this Lease shall be given according to the names and addresses of Tenant and Landlord set forth in Article 1 above.

22. SIGNS: Tenant shall not place or suffer to be placed or maintained on the exterior of the leased Premises or of the building, any sign, advertising matter or other thing of any kind, and will not place or maintain any decorations, window shades, curtains or blinds, or window treatments of any kind, letter or advertising matter on same or on the glass of any window or door of the leased Premises except as specifically approved in writing by Landlord as to size, style and location on the Premises. Any signage approved by Landlord shall be at Tenant's sole cost and expense. All sign cabinets, panels, mounting hardware, and wiring shall become part of the building and considered the Landlord's property at the termination of the lease.

23. PARTIAL PAYMENTS: The acceptance of a check by Landlord for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount constitutes payment in full, shall be given no effect and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

24. HOLDOVER: If Tenant fails to vacate the Leased Premises at the termination of this lease and/or any renewal term(s), then the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two and one half (2 1/2) times the then current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by the Landlord for Tenant to holdover at the termination of this Lease, and terms of this holdover provision shall not preclude Landlord from recovering any other damages which it incurs as a result of Tenant's failure to vacate the Leased Premises at the termination of this Lease.

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25. MISCELLANEOUS PROVISIONS:

a. Subject to the foregoing, 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 or Tenant, expressed or implied, shall be binding upon any person during such person's period of ownership or leasing, nor binding individually upon any fiduciary, and shareholder or any beneficiary under any trust.

b. 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 legal representatives, heirs, administrators, executors, successors, and assigns.

c. Landlord and Tenant agree that this Lease shall not be recordable. Landlord and Tenant agrees that this Lease shall not be recordable. Landlord and Tenant, at the request of either, shall enter a Memorandum of Lease in recordable form, setting forth the actual commencement and termination dates of this Lease and the option to renew.

d. If any provisions of this Lease or its application to any person or circumstances shall, to any extent, hold invalid or unenforceable, the remainder of this Lease shall be considered valid and enforceable and effect shall be given to the intent manifested by the portion held invalid or unenforceable.

e. Equipment listed in Exhibit "B" is the property of the Landlord and is to be maintained in good working condition by the Tenant, and turned over to the Landlord at the termination of the lease in the condition it was received less normal wear and tear. Tenant is held financially responsible for repair of replacement of the equipment in the case of damage or destruction. At the termination of the lease, Tenant may purchase equipment in Exhibit "B" at a price to be mutually agreed upon by both parties at that time.

f. Tenant agrees to provide Personal Guarantee attached as Exhibit "C"

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IN WITNESS WHEREOF, the parties hereto have set their hand and seals on and as of the date first set forth above.

2/24/14
Witness

Neptune Properties, LLC

Manager
Its:

2/24/14
Witness

Hella Good Tacos, LLC.

Josh Bankhead

Its: Partners Melissa Bankhead

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Hella Good Taco's Lease – Exhibit "B"

1. Domestic Hot Water equipment with all associated piping and controls including but not limited to:
   a. Rennai Tankless hot water heater.
   b. Electric water heater
2. Natural Gas Griddle Cooktop provided by landlord to allow code compliance and fit all cooking equipment under ventilation hood and fire suppression equipment.

3. _____

4. _____

5. _____

2/24/14
Witness

Neptune Properties, LLC

Manager
Its:

2/24/14
Witness

Hella Good Tacos, LLC.

Joshua Bankhead

Melissa Bankhead
Its:

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Hella Good Tacos Lease Exhibit "C"

PERSONAL GUARANTY

For valuable consideration, the receipt of which is hereby acknowledged, and in consideration of Neptune Properties, LLC, (hereinafter "Neptune Properties") leasing premises at 500 Washington Avenue to Hella Good Tacos, LLC (hereinafter "Hella Good Tacos"). Josh Bankhead, the undersigned unconditionally guarantees to Neptune Properties, its successors and assigns, full and prompt payment when due of all rent, utility payments, maintenance payments, and all other financial obligations of Hella Good Tacos, arising out of the written lease agreement dated February 17, 2014, Neptune Properties, including, without limitation, all - modifications thereof or substitutions therefor (collectively, the "Lease"), together with all reasonable costs and expenses of collection thereof and of enforcement of this Guaranty, including, without limitation, reasonable attorneys' fees.

Upon any default by Hella Good Tacos under the aforesaid lease agreement, the liability of the Undersigned shall be effective immediately, without demand, presentment, protest or notice of any kind, all of which are hereby waived, without any action, proceeding or suit, whether against Hella Good Tacos, any security for the Lease, or any other party liable for the - Lease, without exhausting or electing any other remedies, and without further steps to be taken or further conditions to be performed by Neptune Properties. Failure of Neptune Properties to make any demand or otherwise to proceed against any of the undersigned in respect to any default by Hella Good Tacos shall not constitute a waiver of Neptune Property's right to proceed in respect to any or all other defaults by Hella Good Tacos.

This Guaranty shall be binding upon the heirs, personal representatives, successors and assigns of the Undersigned, and the death of the Undersigned shall not relieve her estate from any liability or obligation accruing prior to such death, nor accruing prior to the expiration of five (5) days after the receipt by Neptune Properties of notice of such death, and shall not relieve or discharge the Undersigned from their liability hereunder.

The Undersigned hereby submits to the jurisdiction of the courts of the United States of America and the State of Maine in connection with any suits or proceedings arising hereunder.

This instrument and all rights and remedies of the parties shall be construed and interpreted under the laws of the State of Maine.

IN WITNESS WHEREOF, the Guarantor has duly executed this Guaranty this 21 day of February, 2014 at Portland, Maine.

Witness

Josh Bankhead