

**GUARANTY OF PROMISSORY NOTE**

EPS, June, Co., a Nebraska corporation (referred to herein as the "Guarantor"), hereby irrevocably and unconditionally, guarantees to the City of Grand Island, a municipal corporation, and its successors and assigns ("Lender"), the prompt payment of the principal of, interest on, and all other amounts due under that certain Secured Promissory Note, dated September 27, 2016, made by FAMous Construction, Inc. and The Chocolate Bar, Inc. (individually and jointly referred to herein as the "Company") in favor of Lender in the original principal amount of \$159,200.00 (such promissory note is hereinafter referred to as the "Secured Promissory Note"), (ii) the full and prompt performance of all obligations of the Company to Lender under the aforesaid Secured Promissory Note, and the terms of the Agreement by and among the City of Grand Island, the Downtown Business Improvement District, and The Chocolate Bar dated June 10, 2015, and (iii) Lender's cost of collection and/or enforcing its rights and remedies (including but not limited to reasonable attorneys' fees and disbursements) under the aforesaid Secured Promissory Note, this guaranty or any collateral security therefor. This Guarantee is given in consideration of Lender's consent to sale of business assets of The Chocolate Bar, Inc. to EPS, JUNE, CO.

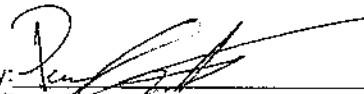
Except for the limitation of Guarantor's liability hereunder as aforesaid, this Guaranty is unconditional and absolute, the Guarantors each hereby waive notice of any default by Company, and Lender may proceed directly against Guarantor in the event of a default by Company under either of the aforesaid Secured Promissory Note or any collateral security therefor without being required to proceed first against Company. This Guaranty shall be governed by the laws of the State of Nebraska and may not be orally modified or released, but only by a written instrument signed by both the Lender and the Guarantor.

This Guaranty shall not be impaired, released or terminated in the event of (i) the sale or transfer of the Company, any of the Company's assets, or any voting equity securities in the Company, (ii) the release or discharge of Company in any creditors', receivership, bankruptcy or other proceedings, (iii) the impairment, limitation or modification of the liability of Company in bankruptcy, or of any remedy for the enforcement of Company's liability under the aforesaid Secured Promissory Note or any collateral security therefor resulting from the operation of any present or future provision of Title 11 of the United States Code or other statute or from the decision of any court, (iv) rejection or disaffirmance of the aforesaid Secured Promissory Note or any collateral security therefor in any such proceedings, (v) assignment or transfer of the aforesaid Secured Promissory Note or any collateral security therefor by Company, (vi) disability or other defense of Company, or (vii) dissolution or liquidation of Company or the cessation from any cause whatsoever of the business or liability of Company, but in any such event this Guaranty shall remain in full force and effect until all payments and obligations of Company to Lender have been fully paid and/or performed.

This Guaranty shall be binding on the Guarantor and its successors and assigns, and shall at all times inure to the benefit of the Lender and its successors and assigns.

DATED: July 8, 2019.

EPS, June, Co, a Nebraska corporation, Guarantor

By:   
Perry Schutz, Guarantor

ACCEPTED AND AGREED TO as of  
July 9, 2019

City of Grand Island, Lender

By: Roger G. Steele  
Roger G. Steele, Mayor

[attest]

RaNae Edwards  
RaNae Edwards, City Clerk