

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by and between the Laborers' Pension Fund and the Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity, and James S. Jorgensen, Administrator of the Funds (the "Funds") and Windy City Maintenance Contractors, Inc. (the "Company"), and Jorge Blizondo as guarantor on the Agreement, (the Funds and the Company will be collectively referred to as the "Parties"), to fully and finally settle and resolve any and all issues raised in *Laborers' Pension Fund et al., v. Windy City Maintenance Contractors, Inc.*, Case No. 15 C 5331 (N.D. Ill.), (the "Lawsuit"). The Parties, by and through the authorized signatures below, agree to the following:

1. Simultaneously, with the execution of this Agreement, the Company, by and through its owner, Jorge Blizondo, will sign the Installment Note ("Note"), which is hereby incorporated in the Agreement by reference, and provides for the total payment amount of \$49,925.81, and will sign a Personal Guaranty ("Guaranty"), indicating that Mr. Blizondo personally guaranty's the payment to the Funds the total amount of \$49,925.81 and also incorporating the Guaranty into the Agreement by this reference. The amount of \$49,925.81 is the total amount remaining owed after an offset of \$9,281.46 has been applied to the amounts reflected due pursuant to a fee report and the audit report, covering the period of October 1, 2014 through June 30, 2015, including unpaid contributions and Union dues, accumulated interest and liquidated damages, audit costs, attorneys' fees and costs.

2. On or about April 1, 2016, the Company shall be current on all outstanding reports to the Funds and for Union dues, and shall pay ten percent liquidated damages on those reports that are untimely reported and paid.

3. On or about May 1, 2016, the Company shall make a down payment in the amount of \$10,721.21. Thereafter, the Company shall make three equal payments, each in the amount of \$13,068.20 on or before the first of the month (respectively June 1st, July 1st and August 1st, 2016). The down payment and those three monthly payments will be referred to as the Settlement Payments hereinafter. The Settlement Payments must be made in accord with the terms and conditions provided in the Note. In addition to the amounts owed to resolve the Lawsuit, the Company also agrees to report and pay all of its ongoing monthly contributions to the Funds, as obligated under the terms of its collective bargaining agreement ("CBA") and the Funds' respective Agreements and Declarations of Trust, and the Company also agrees to maintain a bond consistent with the CBA.

4. The Parties agree that the Settlement Payments referred to above represent a resolution of the Lawsuit for the period from October 1, 2014 through March 31, 2016. The Company represents that it has properly reported contributions due to the Funds for the period from July 1, 2015 through to the present. However, contribution amounts have not been reviewed during the time after June 30, 2015, by the Funds' auditors. As consideration for the Funds acceptance of this representation and the documentation submitted by the Company in support of such representation, the Company hereby agrees to permit the Funds the opportunity to audit the books and records of the corporation under the CBA, Trust Agreements and the Funds' Policies and the Company further agrees that it may be liable for contributions owed, in the event that an audit determines amounts owed to the Funds for the period from July 1, 2015 to the present. The Parties agree that after an audit report is presented to the Company in the regular course of business, the Funds at their discretion may file an action against the Company seeking unpaid contributions for the period from July 1, 2015 to the present.

5. In the event that the Company fails to maintain its obligations under this Agreement, the CBA and the Funds' respective Agreements and Declarations of Trust, including but not limited to its obligations to submit timely contribution reports and to make timely current contribution payments, the Company shall be deemed in default within ten (10) days after payments are due, or within ten (10) days of a material breach of the terms of this Agreement. Thereafter, the Funds shall have the right to reinstate this action, provided that the Funds will permit the Company twenty (20) additional days to cure such a default by paying the amounts due. Should the Company fail to cure its default upon the expiration of the twenty (20) day cure period, the Funds may declare the entire unpaid amounts immediately due and accelerate collection of the total balance owed (including monthly report payments plus the unpaid balance owed as of the default). The Funds, on motion in accordance with the Court rules and notice to the Company at 1040 N. Rockwell Street, Unit 1 Chicago, Illinois 60622, shall be entitled to entry of judgment by the Court against the Company and against Jorge Elizondo, individually. The Funds shall have leave to amend the Complaint seeking judgment against Jorge Elizondo, without further notice, for all unpaid amounts due as described by this Agreement and the Guaranty and for reasonable attorneys' fees, incurred by the Funds in obtaining said judgment order.

6. Judgment will be entered for all unpaid amounts due plus reasonable attorneys' fees incurred by the Funds in their efforts to obtain compliance with the Agreement. Defendants, Windy City Maintenance Contractors, Inc., and Jorge Elizondo, will not be permitted to raise defenses to bar judgment of the unpaid balance other than payment. Plaintiffs are also entitled to judgment for reasonable attorneys' fees and costs incurred in connection with efforts to enforce the Agreement.

7. In consideration of the receipt of all amounts owed as described in paragraphs 1

through 3 above, and the promises made by the Parties herein, the Funds hereby release and discharge the Company and each of their affiliates, parents, subsidiaries, divisions, partners, owners, stockholders, directors, officers, employees, agents, representatives, and their predecessors, successors, heirs, executors, administrators and assigns, agents, attorneys, representatives, trustees, administrators, and all persons acting by, through or under any of them jointly and severally, in their individual, fiduciary and corporate capacities, or any of them, of and from all actions, causes of action, grievances, suits, complaints or claims, arising out of the obligation to contribute to the Funds for the period from October 1, 2014 through the date of execution of this Agreement, with the exception of delinquencies that may be identified in a subsequent audit report, which audit will be conducted at a future date at the Funds' discretion covering the period from July 1, 2015 to the present.

8. The Parties agree to execute a Stipulated Dismissal, dismissing all claims asserted by the Funds against the Company in this Lawsuit without prejudice through the date by which the Note will be satisfied, after the Funds' counsel of record, Sara S. Schumann, receives an executed original or copy of: the Agreement, Note, and the Guaranty executed by Mr. Elizondo, as the individual personally responsible for the full amount of the Guaranty should the Company fail to pay the full amount. The Parties agree in the event that the Company does not make the Settlement Payments pursuant to the schedule described in paragraphs 2-3 above, or otherwise materially breaches the terms of this Agreement, that either the Funds or the Company may reinstate this Lawsuit and Plaintiffs will add Mr. Elizondo as an individual Defendant, pursuant to the Guaranty.

9. This Agreement is entered into solely for the purpose of settling disputed claims, and shall not be construed as an admission by the Defendant of any (a) liability or wrongdoing; (b)

violation of any statute, law, regulation, collective bargaining agreement or declaration of trust; or (c) waiver of defenses as to those matters within the scope of this Agreement. It is understood that Defendant denies engaging in unlawful conduct, and this Agreement does not constitute an admission by Defendant of any violation of any law, regulation, collective bargaining agreement or declaration of trust.

10. This Settlement Agreement and Release, Note and Guaranty constitute the entire Agreement between the Parties concerning the subject matter hereof and supersede all prior and contemporaneous oral and written agreements, if any, between the Parties relating to the subject matter hereof. This Agreement may be amended only by a written document signed by an authorized representative of the Funds and the Company.

11. Each of the undersigned has read this Agreement and the Guaranty, understands its contents, has had the opportunity to and did negotiate over the terms of this Agreement, and is authorized to sign same on behalf of the entity indicated below.

12. Each Party signing this Agreement represents to the other Party that it has the authority to release the claims, demands and causes of action which are purported to be released herein and none of said claims, demands or causes of action has been previously assigned to or is owned by any other person or entity.

13. The Company may prepay the amounts due in this Agreement at any time. The Funds will make a determination of the balance owed on the date of such pre-payment. The Company is responsible for all note interest owed to the Funds, which in the event of pre-payment is redetermined by the Funds.

14. The Funds may without notice and without releasing liability of any party hereto

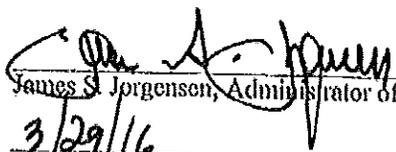
grant extensions and/or renewals from time to time of any terms in this Agreement. No delay by the Funds in exercising any power or right hereunder and no partial exercise of such power or right shall operate in any way as a waiver of any subsequent exercise thereof. The Funds shall not be prejudiced by granting an extension or a renewal of any term in this Agreement.

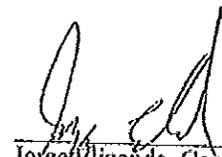
15. The Agreement, Note and Guaranty may be signed in separate counterparts which will have the same effect as if signed in one document. In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will remain enforceable.

16. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. The Funds will request the United States District Court for the Northern District of Illinois, Eastern Division, to retain jurisdiction to enforce the terms of this Agreement.

On behalf of the Laborers' Pension Fund, and
Laborers' Welfare Fund of the Health and
Welfare Department of the Construction and
General Laborers' District Council of
Chicago and Vicinity,

On behalf of Windy City Maintenance
Contractors, Inc.,


James S. Jorgensen, Administrator of the Funds
3/29/16
Date


Jorge Blizondo, Company President
3/29/2016
Date

INSTALLMENT NOTE

This Installment Note ("Note") is made between the Laborers' Pension Fund ("Pension Fund"), the Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity and the Retiree Health and Welfare Fund ("Welfare Funds" or collectively the "Funds"), the parties of the first part, and Windy City Maintenance Contractors (the "Company"), the parties of the second part.

WHEREAS, the Company has at all relevant times been party to a collective bargaining agreement ("CBA") with the Construction and General Laborers' District Council of Chicago and Vicinity, whereunder it is obligated to make certain contributions to the above-named Funds, as well as to the Training Fund, on behalf of its covered employees, and to submit payment of all employee union dues;

WHEREAS, the Company has failed to timely pay certain contributions owed to the Funds for the audit period of October 1, 2014 through June 30, 2015;

WHEREAS, the Company has failed to remit all employee union dues to the Funds, as the designated collection agent for the Construction and General Laborers' District Council of Chicago and Vicinity, for the audit period of October 1, 2014 through June 30, 2015;

WHEREAS, the Company desires to pay all delinquencies owed to the Funds, to pay all union dues owed to the Construction and General Laborers' District Council of Chicago and Vicinity, together with liquidated damages, and interest, as set forth below and further desires to remain current in its obligation to pay contributions to the Funds;

THE PARTIES HEREBY AGREE as follows:

1. The Company will pay \$21,544.71 to the Health and Welfare Fund (comprised of \$14,523.40 in delinquent contributions, \$2,253.83 in liquidated damages, \$2,213.00 in attorneys' fees and costs, \$255.44 in audit costs and \$1,599.04 in interest) (based on an interest rate of 12%). The Company will pay \$9,797.70 to the Retiree Health and Welfare Fund (comprised of \$5,385.15 in delinquent contributions, \$1,130.22 in liquidated damages, \$2,213.00 in attorneys' fees and costs, \$255.44 in audit costs and \$613.89 in interest). The Company will also pay \$15,122.53 to the Pension Fund (comprised of \$14,892.73 in delinquent contributions, \$2,011.83 in liquidated damages, \$4,426.00 in attorneys' fees and costs, \$510.87 in audit costs, \$1,562.56 in interest less a \$9,281.46 credit on file). All of these amounts shall be paid according to the schedule described below in paragraphs 4 and 5.
2. The Company will also pay \$872.95 to the Training Fund (comprised of \$727.63 in delinquent contributions, \$72.77 in liquidated damages and \$72.55 in interest), \$122.23 to the LDCM Fund (comprised of \$101.88 in delinquent contributions, \$10.19 in liquidated damages and \$10.16 in interest), \$275.81 to the LDCMC Fund (comprised of \$188.43 in delinquent contributions, \$18.84 in liquidated damages and \$18.54 in interest) and \$2,239.88 in union dues (comprised of \$2,036.25 in delinquent contributions and \$203.63 in liquidated damages). These delinquent amounts shall be paid in their entirety at the time payment under this Note commences, as part of up-front money in paragraph 4.
3. The Company will also pay the Funds or the sum of \$8,852.00 representing attorney fees and costs incurred by the Funds in Case No. 15 C 5331. This amount is split between the Welfare, Retiree Welfare and Pension Funds as described in paragraph 1 above.
4. On or before May 1, 2016, the Company will make an up-front payment of \$10,721.21.
5. For three (3) consecutive months commencing on June 1, 2016 and ending on August 1, 2016, the Company will pay \$5,919.88 per month to the Health and Welfare Fund, \$2,781.15 to the Retiree Health and Welfare Fund and \$1,367.17 per month to the Pension Fund.
6. The Company will remit all payments to the Funds' Administrative Offices, which are located at 11465 Cermak Road, Westchester, Illinois 60154.
7. The Company understands and agrees that this Installment Note is based on reports submitted by the Company to the Funds and that the Funds reserve the right to conduct an audit, in accordance with the terms of the CBA and the Funds' respective Agreements and Declarations of Trust, to determine benefit contribution compliance for the time period covered herein and further reserve the right to collect any unpaid contributions, union dues, interest, liquidated damages, and audit costs as shown on said audit.

8. Payments made pursuant to this Installment Note shall be considered "contributions" as defined under the terms of the CBA and the Funds' respective Agreements and Declarations of Trust. If the contributions are not paid by the 10th day following the date on which payment should have been received, the contribution shall be considered delinquent and all charges which apply to the late payment of contributions under the terms of the CBA and the Funds' respective agreements and Declarations of Trust shall apply, including, but not limited to, the assessment of interest and liquidated damages. Further, in the event the Company fails to timely make any payments described in this Note, all amounts described in paragraph 1 herein shall immediately become due on the 10th day following the date on which payment should have been received by the Funds under the terms of this Note. In such event, the Company shall be held to have defaulted on this Installment Note, and the Company further agrees to pay all attorneys' fees and costs incurred by the Funds in any action to enforce any part of this Note, provided that the Funds agree that the Company shall be allotted twenty (20) days from the default to cure the default by paying the delinquent amount which was due according to the schedule as set forth in paragraphs 4 and 5 above.
9. This Installment Note is also conditioned on the Company staying current on its obligations to the Funds and District Council under the terms of the CBA and the Funds' respective Agreements and Declarations of Trust. In the event that the Company fails to maintain its obligations under the terms of the CBA and the Funds' respective Agreements and Declarations of Trust, including, but not limited to, its obligations to submit timely contribution and dues reports and to make timely contribution and dues payments by the tenth day following the month in which laborers' work was performed, then the Funds shall have the right to accelerate and collect all amounts due under this Installment Note, plus payment of all attorneys' fees and costs incurred by the Funds in any action to accelerate this Installment Note.
10. The Company further agrees to obtain and maintain a surety bond to insure the payment of wages and benefit contributions as required under the terms of the CBA.
11. The Company shall have the right to prepay the entire amount due under the Note prior to the date upon which payment is due without penalty and without payment of any precalculated Note interest that has not accrued as of the date full payment has been made.

The Parties hereby agree to these terms by their execution hereof on the 27th day of the March 2016.

Whidy City Maintenance Contractors

By: [Signature]
 Title: President

Laborers' Pension Fund, Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Voluntary and Retiree Health and Welfare Fund.

By: [Signature]
 Title: ADMINISTRATOR

GUARANTY OF PAYMENT AND INDEMNIFICATION

This Guaranty ("Guaranty") is made as of March 29th 2016 by the undersigned, Jorge Alvarez (the "Guarantor"), to and for the benefit of the LABORERS' PENSION FUND AND THE LABORERS' WELFARE FUND OF THE HEALTH AND WELFARE DEPARTMENT OF THE CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY (collectively, the "Funds").

WHEREAS, Windy City Maintenance Contractors (the "Company") has agreed to pay a total of \$49,925.81 to the Funds in settlement of the alleged delinquent contributions owed to the Funds and to be paid under the terms of a Settlement Agreement and Installment Note ("Note");

WHEREAS, the Funds are unwilling to enter into the Note unless the Guarantor executes this Guaranty; and

WHEREAS, the Guarantor has a financial interest in the Company and will be benefited by the Note;

NOW THEREFORE WHEREAS, in consideration of the foregoing, the Guarantor agrees as follows:

1. Guaranty of Payment and Indemnification. The undersigned guarantees, absolutely and unconditionally: (a) the payment when due of the entire principal indebtedness and all interest evidenced by the Note during the three (3) month payment period including interest and liquidated damages for late or unpaid payments due on the Note; and (b) the full and complete payment of any and all fees and costs incurred pursuant to default under terms of the Note, whether litigation is involved or not, and if involved, whether at the trial or appellate levels or in pre- or post-judgment bankruptcy proceedings in enforcing or realizing upon the obligations of the Guarantor hereunder (the obligations of Guarantor under this Paragraph 1 are collectively hereinafter referred to as the "Obligations"). The Guarantor also agrees to be personally liable for all monthly benefit contributions, union dues and/or wages owed from the Company to the Funds, the District Council, all ancillary funds, and/or the participants that are due at the time the Note and Guaranty are entered into and/or are incurred and become due and owing for the duration of the Note, including all interest, liquidated damages, audit costs, attorneys' fees and costs.

2. Continuing Guaranty. This Guaranty shall be a continuing Guaranty, and shall not be discharged, impaired or affected by; (a) the existence or continuance of any obligation on the part of the Company with respect to the Note; (b) any forbearance or extension of the time of payment of the Note; (c) the validity or invalidity of the Note; (d) any defenses whatsoever that the Company or any of the party thereto may have to the performance or observance of any term, covenant or condition contained in the Note; (e) the existence or non-existence of the Company as a legal entity; (f) any limitation or exculpation of (other than the payment and performance in full of all of the Company's Obligations) that Guarantor may have as to his undertakings, liabilities and obligations hereunder; including any defenses based upon any legal disability of the Company or any discharge or limitation of the disability of the Company, whether consensual or arising by operation of law or any bankruptcy, insolvency or debtor-relief proceeding, or from any other cause, each and every such defense being hereby waived by the Guarantor.

3. Waivers. Guarantor waives diligence, presentment, protest, notice of dishonor, demand for payment, extension of time of payment, notice of acceptance of this Guaranty, non-payment at maturity and indulgences and notices of every kind not provided for under this Guaranty. It is the intention of this Guaranty that Guarantor shall remain liable as principal, notwithstanding any act, omission or thing that might otherwise operate as a legal or equitable discharge of Guarantor, until all of the Company's obligations shall have been fully paid and performed.

4. Subrogation. Notwithstanding anything to the contrary elsewhere contained herein or in the Note, the Guarantor(s) expressly waive with respect to the Company any and all rights at law or in equity to subrogation, to reimbursement, to exoneration, to contribution, to set off or to any other rights that could accrue to a surety against a principal, to the Guarantor against a maker or obligor, to an accommodation party against the party accommodated, or to a holder or transferee against a maker, and which the guarantor may have or hereafter acquire against the Company in connection with or as a result of Guarantor's execution, delivery and/or performance of this Guaranty or the Note. The Guarantor agrees that he or she shall not have or assert any such rights against the Company or its successors and

assigns or any other party (including any surety), either directly or as an attempted set off to any action commenced against the Guarantor by the Company (as borrower or in any other capacity) or any other person.

5. Independent Obligations. The Funds may enforce this Guaranty without first resorting to or without first having recourse to the Note; provided, however, that nothing herein contained shall preclude the Funds from suing on the Note or from exercising any other rights; and the Funds shall not be required to institute or prosecute proceedings to recover any deficiency as a condition of any payment hereunder or enforcement hereof.

6. Acceleration. In the event that payments due under the Note shall be accelerated, the Guarantor's obligations hereunder shall also be accelerated without further notice from the Funds.

7. Effect of Bankruptcy. This Guaranty shall continue in full force and effect notwithstanding the institution by or against the Company of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of the Note in any such proceedings, or others.

8. Termination. This Guaranty shall remain in full force and effect as to the Guarantor until all of the Company's Obligations under the Note outstanding shall be finally and irrevocably paid in full. Payment of all of the Company's Obligations from time to time shall not operate as a discontinuance of this Guaranty. If after receipt of any payment of all or any part of the Company's Obligations, the Funds are for any reason compelled to surrender such payment to any person or entity, because such payment is determined to be void or voidable as a preference, impermissible set off, or a diversion of trust fund, or for any reason, this Guaranty shall continue in full force notwithstanding any contract action which may have been taken by the Funds in reliance upon such payment, and any such contrary action so taken shall be without prejudice to the Funds' rights under this Guaranty and shall be deemed to have been conditioned upon such payment having become final and irrevocable.

9. The Company's Financial Condition. The Guarantor assumes full responsibility for keeping fully informed of the Company's financial condition and all other circumstances affecting the Company's ability to perform its Obligations, and agree that the Funds will have no duty to report to Guarantor any information which the Funds receive about the Company's financial condition or any circumstances bearing on its ability to perform.

10. Expenses. The undersigned agrees to pay and reimburse the Funds for all cost and attorney's fees, which they may expend or incur in the enforcement of this Guaranty or any of the Company's Obligations under the Note.

11. Delay, Cumulative Remedies. No delay or failure by the Funds to exercise any right to remedy against the Company or Guarantor will be construed as a waiver of that right or remedy. All remedies of the Funds against the Company and the Guarantor are cumulative.

12. Binding Effect. This guaranty shall inure to the benefit of and may be enforced by the Funds, and shall be binding upon and enforceable against the Guarantor and Guarantor's heirs, legal representatives, successors and assigns. In the event of the death of the Guarantor, the obligations of such deceased Guarantor shall continue in full force and effect against his estate, personal representatives, successors and assigns. Without limiting the generality of the foregoing, the Funds (or their successors and assigns) may from time to time and without notice to undersigned, assign any and all of their rights under this Guaranty without in any way affecting or diminishing the obligations of the undersigned hereunder, who shall continue to remain bound by the obligated to perform under and with respect to this Guaranty as though there had been no such assignment.

13. Default. The Guarantor hereby authorizes irrevocably any attorney of any court of record to appear for him/her in such court, at any time after ten (10) days notice after default in any payment due under this Guaranty, and confess judgement against Guarantor, after service of notice of the claimed default, in favor of the Funds for such amount to be unpaid and owed thereon, including interest, liquidated damages and reasonable cost of collection including reasonable attorneys' fees. The Guarantor agrees to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgement, hereby ratify and confirming all that said attorney may do by virtue hereof.

14. Warranties. Guarantor makes to the Funds the following representations and warranties:

(a) Authorization. Guarantor has full right, power and authorization to enter into this Guaranty and carry out his obligations hereunder.

(b) No Conflict. The execution, delivery and performance by Guarantor of this Guaranty will not violate or be in conflict with, results in a breach of, or constitute a default under, any indenture, agreement or any other instrument to which Guarantor is a party or by which Guarantor or any of his assets or properties is bound, or any order, writ, injunction or decree of any court or governmental institute.

(c) Litigation. There are no actions, suits or proceedings pending, or to the knowledge of Guarantor, threatened against or adversely affecting any Guarantor at law or in equity or before or by governmental agency or instrumentality that involve any of the transactions herein contemplated, or the possibility of any judgment or liability that may result in any material and adverse change in the financial condition of my Guarantor. Guarantor is not in default with respect to any judgment, order, writ, injunction, decree, rule or regulation of any court.

(d) Enforceability. This guaranty is a legal, valid and binding obligation of Guarantor, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the rights of creditors generally.

15. Notices. All notices or other communications required or permitted hereunder shall be (a) in writing and shall be deemed to be given when either (I) delivered in person, (II) three (3) days after deposit in a regularly maintained receptacle of the United States mail as registered or Certified mail, postage prepaid, (III) when received if sent by private courier service, or (IV) on the day on which Guarantor refuses delivery by mail or by private courier service, and (b) addressed as follows:

In Case of Guarantor

Jorge E. Alvarez
6500 W. Archer Ave
Ste. A
Chicago, IL 60638

In Case of the Funds:

Collection Counsel
Sara Schumann
Allison, Slutsky & Kennedy
230 W Monroe St
Suite 2600
Chicago IL 60606

Or such other addresses as may from time to time be designated by the party to be addressed by notice to the other in the manner hereinabove provided. The Funds will use their best efforts to send courtesy copies of notices provided hereunder to Guarantor's attorney, Ryan Young of we. But the failure by the Funds to send courtesy copies to Guarantor's attorney shall not limit or restrict the Funds' rights under this Guaranty in any manner nor relieve Guarantor of any obligations under this guaranty.

16. Additional Waivers. Guarantor expressly and unconditionally waives, in connection with any suit, action or proceeding brought by the Funds on this Guaranty, any and every right he or she may have to (I) injunctive relief, (II) a trial by jury, (III) interpose any counterclaim therein and (IV) seek to have the same consolidated with any other or separate suit, action or proceeding.

17. Severability. If all or any portion of any provision of this Guaranty is declared or found by a court of competent jurisdiction to be unenforceable or null and void, such provision or portion thereof shall be deemed stricken and severed from this Guaranty and the remaining provisions and portions hereof shall continue in full force and effect.

18. Applicable Law; Venue. This Guaranty and the transactions evidenced hereby shall be construed and interpreted under the laws of the State of Illinois. Guarantor, in order to induce the Funds to accept this Guaranty and enter into the loan agreement, and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, agrees that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to or from this Guaranty shall be litigated, at the Fund's sole discretion and election, only in courts having a situs within the county of Cook, State of Illinois, Eastern Division. Guarantor hereby waives any right he or she may have to transfer or change the venue of any litigation brought against him by the Funds on this agreement in accordance with this paragraph.

19. Time is of the Essence. Time is of the essence of this Guaranty as to the performance of the undersigned.

20. Death of a Guarantor. In the event of the death of Guarantor, the Funds shall have the right to accelerate the indebtedness evidenced by the Note unless, within sixty (60) days of his death, Guarantor's estate assumes his obligations hereunder by an instrument satisfactory to the Funds and delivers to the Funds security for performance of such obligations satisfactory to the Funds.

IN WITNESS WHEREOF, the three undersigned Guarantors has executed this instrument as of the date and year first above written.

Jorge Enzondo

Date: 3/29/2016

APPROVED AS TO FORM AND SUBSTANCE
ON BEHALF OF GUARANTOR;

[Signature]
Date: 3/29/2016