

## 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 ("Welfare Fund") and the Retiree Health and Welfare Fund ("Retiree Welfare Fund") (hereinafter the Pension Fund, Welfare Fund and Welfare Retiree Fund will be collectively referred to as the "Funds"), the parties of the first part; and Environmental Cleansing Corporation (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 Local 225 (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 report period of December 2015 through April 2016;

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 December 2015 through April 2016;

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 \$104,421.94 to the Health and Welfare Fund (comprised of \$81,626.42 in delinquent contributions, \$2,503.20 in attorney's fees and costs and \$20,292.32 in interest) (based on an interest rate of 12%). The Company will pay \$42,100.69 to the Retiree Health and Welfare Fund (comprised of \$32,716.00 in delinquent contributions, \$1,251.60 in attorney's fees and costs and \$8,133.09 in interest). The Company will also pay \$111,978.81 to the Pension Fund (comprised of \$87,678.88 in delinquent contributions, \$2,503.20 in attorney's fees and costs and \$21,796.73 in interest). All of these amounts shall be paid according to the schedule described below in paragraphs 4 and 5.
2. The Company will also pay \$4,663.73 to the Training Fund (comprised of \$4,089.50 in delinquent contributions and \$574.23 in interest), \$652.93 to the LECET Fund (comprised of \$572.54 in delinquent contributions and \$80.39 in interest), \$1,585.68 to the LDCMC Fund (comprised of \$1,390.44 in delinquent contributions and \$195.24 in interest) and \$12,023.23 in union dues (comprised of \$12,023.23 in delinquent contributions). These delinquent amounts shall be paid in their entirety at the time the Note is signed along with the amounts due in paragraph 4.
3. The Company will also pay the Funds the sum of \$6,258.00 representing attorney fees and costs incurred by the Funds in regard to Case No. 15 C 8532 (N.D. Ill.). This amount is split between the Welfare, Retiree Welfare and Pension Funds as described in paragraph 1 above.
4. Simultaneously with the execution of this Note, the Company will pay an up-front amount of \$65,003.25, which is comprised of the amounts described above in paragraph 2 and twenty (20) percent of the remaining outstanding indebtedness, excluding note interest (or \$18,617.62 to the Health and Welfare Fund, \$7,461.97 to the Retiree Health and Welfare Fund and \$19,928.09 to the Pension Fund).
5. For twenty-four (24) consecutive months commencing on August 1, 2016 and ending on July 1, 2018, the Company will pay the amount of \$8,850.99 each month, consisting of \$3,575.18 per month to the Health and Welfare Fund, \$1,443.28 to the Retiree Health and Welfare Fund and \$3,832.53 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 collective bargaining agreement 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 10<sup>th</sup> 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 10<sup>th</sup> day following the date on which payment should have been received by the Fund's under the terms of this Note. In such event 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.
9. This Installment Note is conditioned on the Company staying current on its obligations to the Funds and District Council under the terms of the collective bargaining agreement 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 collective bargaining agreement 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 12<sup>th</sup> day of the July, 2016.

Environmental Cleansing Corporation,  
 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 Vicinity and Retiree Health and Welfare Fund,  
 By: [Signature]  
 Title: ADMINISTRATOR

**FINANCIAL SCHEDULE FOR INSTALLMENT NOTE**

**NOTE-2**

CODE 11318

CONTRACTOR ENVIRONMENTAL CLEANSING

**ASSUMPTIONS:**

- 1.) INTEREST RATE 12.00%
- 2.) NUMBER OF PAYMENTS 24
- 3.) BEGINNING OF PERIOD PAYMENTS
- 4.) NO INTEREST ON ATTORNEY FEES AND AUDIT COSTS

PHONE \_\_\_\_\_

PERIOD	RETIREE			DUES	LDCLMCC	LECET	TRAINING FUND	TOTALS
	WELFARE	WELFARE	PENSION					
Dec-16	10,083.00	7,240.00	10,403.20	2,680.70	307.70	128.70	905.00	48,707.10
Jan-16	10,443.04	7,392.00	10,810.58	2,718.05	314.10	128.30	924.00	49,729.77
Feb-16	13,027.09	6,682.00	14,059.76	2,051.30	237.24	97.69	697.76	37,652.82
Mar-16	13,477.09	6,402.00	14,477.30	1,985.24	220.60	94.64	676.26	36,341.07
Apr-16	17,714.50	7,100.00	19,028.00	2,600.26	301.75	124.25	807.60	47,765.76
SUB-TOTAL CONTRIBUTIONS	81,628.42	32,718.00	67,878.88	12,023.23	1,380.44	672.64	4,089.60	270,097.01
10% LIQUIDATED DAMAGES								
20% LIQUIDATED DAMAGES								
ACCUMULATED LIQUIDATED DAMAGES								
ACCUM. INTEREST - ABOVE REPORTS	11,461.69	4,693.88	12,311.65		195.24	80.30	574.23	29,218.93
TOTAL BEFORE ATTY & AUDIT COSTS	93,088.11	37,309.08	80,090.43	12,023.23	1,685.08	652.93	4,663.73	
LESS 20% DOWN PAYMENT	18,617.62	7,461.97	10,098.09					
AMOUNT FINANCED	74,470.49	29,847.89	70,092.34					\$ 65,003.25 DUE UP-FRONT
ATTORNEY FEES AND COSTS	2,503.20	1,261.60	2,503.20					
AUDIT COSTS				WEL 3,470.88	ATTY 104.30	AUDIT -		
MONTHLY PAYMENT	\$ 6,050.99	3,575.18	1,443.28	3,832.53	RET WEL 1,391.13	ATTY 62.16	AUDIT -	
NUMBER OF PAYMENTS	24	24	24	PENS 3,728.23	ATTY 104.30	AUDIT -		
TOTAL PAID	86,804.32	34,036.72	01,080.72					
LESS AMOUNT FINANCED	74,470.49	29,847.89	70,092.34					
LESS ATTORNEY FEES AND COSTS	2,503.20	1,261.60	2,503.20					
LESS AUDIT COSTS								
EQUALS NOTE INTEREST	8,830.63	3,639.23	0,485.18					
PLUS ACCUMULATED INTEREST	11,461.69	4,693.88	12,311.65					
EQUALS TOTAL INTEREST	20,292.32	8,133.00	21,796.73					
GUARANTY AMOUNT	277,427.01							

**SUMMARY TOTALS**

WEL	81,628.42
WEL RET	32,718.00
PEN	87,878.88
DUES	12,023.23
LDCLMCC	1,380.44
LECET	672.64
TRAIN	4,089.60
CCA	
MARBA	
CISCO	
SUBTOT	220,097.01
LIQ. DAM.	
INT	51,072.00
ATTY	6,268.00
AUDIT	
TOTAL	277,427.01