

PROMISSORY NOTE

\$35,000.00
Naperville, Illinois

Date: September 29, 2016
Maturity Date: January 31, 2017

1. AGREEMENT TO PAY. For value received, CREATIVE TRANSIT LLC, an Illinois limited liability company (the "Borrower") promises to pay to the order of _____, an Illinois _____ (together with its successors and assigns, the "Lender"), the principal sum of \$35,000 (the "Loan"), on or before January 31, 2017 (the "Maturity Date"), at the place and in the manner hereinafter provided, together with interest thereon at the rate or rates described below, and any and all other amounts which may be due and payable hereunder or under any of the Loan Documents (as hereinafter defined) from time to time.

2. INTEREST RATE.

2.1 Interest Prior to Default. The Loan shall bear no monthly interest other than the Additional Interest contained in paragraph 2.4 of this Promissory Note unless there remains any principal and/or interest payable after the Maturity Date.

2.2 Interest After Default. From and after the Maturity Date or upon the occurrence and during the continuance of an Event of Default (as hereinafter defined), interest shall accrue on the unpaid principal balance during any such period at an annual rate (the "Default Rate") equal to 4%; provided, however, in no event shall the Default Rate exceed the maximum rate permitted by law. The interest accruing under this Section 2.2 shall be immediately due and payable by the Borrower to the holder of this Note upon demand and shall be additional indebtedness evidenced by this Note.

2.3 Interest Calculation. Interest on this Note after the Maturity Date shall be calculated on the basis of a three hundred sixty (360) day year and the actual number of days elapsed in any portion of a month in which interest is due. The Borrower acknowledges and agrees that the interest calculation method set forth in this Section 2.3 results in a higher effective interest rate than the numeric interest rate stated in Section 2.2. If any payment to be made by the Borrower

hereunder shall become due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in computing any interest in respect of such payment.

2.4 Additional Interest. In addition to the interest provided above, the Borrower agrees that on or before the Maturity Date, it shall pay the Lender an additional interest payment of \$15,000.00 (the "Additional Interest").

3. PAYMENT TERMS.

3.1 Principal and Interest. Payments of principal and interest due under this Note, if not sooner declared to be due in accordance with the provisions hereof, the unpaid principal balance of this Note, together with all accrued and unpaid interest thereon, the

Additional Interest and any other amounts due and payable hereunder shall be due and payable in full on the Maturity Date.

3.2 Application of Payments. Prior to the occurrence of an Event of Default, all payments and prepayments on account of the indebtedness evidenced by this Note shall be applied as follows: (a) first, to the Additional Interest, (c) second, to any other amounts which may then be due and payable under the Loan Documents, (d) third, to fees, expenses, costs, and other similar amounts then due and payable to the Lender, including, without limitation, any late charges due under this Note, (e) fourth, to any other amounts then due the Lender under this Note, and (f) last, to the unpaid principal balance of this Note. Any prepayment on account of the indebtedness evidenced by this Note shall not extend or postpone the due date or reduce the amount of any subsequent payment of principal and/or interest due hereunder. If an Event of Default has occurred and is continuing, payments may be applied by the Lender to amounts owed hereunder in such order as the Lender shall determine, in its sole discretion.

3.3 Method of Payments. All payments of principal and interest hereunder shall be paid by wire transfer, check or in coin or currency which, at the time or times of payment, is the legal tender for public and private debts in the United States of America and shall be made at such place as the Lender or the legal holder or holders of this Note may from time to time appoint in the payment invoice or

otherwise in writing, and in the absence of such appointment, then at the offices of the Lender at _____, _____, Illinois 60____. Payment made by check shall be deemed paid on the date the Lender receives such check; provided, however, that if such check is subsequently returned to the Lender unpaid due to insufficient funds or otherwise, the payment shall not be deemed to have been made and shall continue to bear interest until collected. The Lender reserves the right to have all payments due under this Note paid by wire transfer pursuant to the Lender's notice given to the Borrower at least 10 days before any date that a payment is due hereunder.

3.4 Principal Prepayments. This Note may be prepaid, either in whole or in part, without penalty or premium, at any time and from time to time upon seven (7) days prior notice to the Lender; however, the Additional Interest must still be paid on or before the Maturity Date.

4. EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Note; the failure by the Borrower to pay (i) any installment of principal or interest payable pursuant to this Note within 10 days after the date when any such payment is due, or (ii) any other amount payable to the Lender under this Note within 10 days after the date when any such payment is due in accordance with the terms hereof or thereof; or

5. REMEDIES. At the election of the holder hereof, and without notice, the principal balance remaining unpaid under this Note, and all unpaid interest accrued thereon and any other amounts due hereunder, shall be and become immediately due and payable in full upon the occurrence of any Event of Default. Failure to elect to accelerate the Loan pursuant to the preceding sentence shall not constitute a waiver of the right to elect to accelerate the Loan in the event of any subsequent Event of Default. No holder hereof shall, by any act of omission or commission, be deemed to waive any of its rights, remedies or powers hereunder or otherwise unless such waiver is in writing and signed by the holder hereof, and then only to the extent specifically set forth therein. The rights, remedies and powers of the holder hereof, as provided in this Note, the Mortgage and in all of the other Loan Documents, are cumulative and concurrent and may be pursued singly, successively or together against any of the Borrower, any guarantor hereof, any of the Premises and any other

security given at any time to secure the repayment hereof, all at the sole discretion of the holder hereof. If any suit or action is instituted or attorneys are employed to collect this Note or any part hereof, the Borrower promises and agrees to pay all costs of collection, including reasonable attorneys' fees and court costs.

6. COVENANTS AND WAIVERS. The Borrower and all others who now or may at any time become liable for all or any part of the obligations evidenced hereby, expressly agree hereby to be jointly and severally bound, and jointly and severally: (a) waive and renounce any and all homestead, redemption and exemption rights and the benefit of all valuation and appraisal privileges against the indebtedness evidenced by this Note or by any extension or renewal hereof; (b) waive presentment and demand for payment, notices of nonpayment and of dishonor, protest of dishonor, and notice of protest; (c) except as expressly provided in the Loan Documents, waive any and all notices in connection with the delivery and acceptance hereof and all other notices in connection with the performance, default, or enforcement of the payment hereof or hereunder; (d) waive any and all lack of diligence and delays in the enforcement of the payment hereof; (e) agree that the liability of the Borrower and each guarantor, endorser or obligor shall be unconditional and without regard to the liability of any other person or entity for the payment hereof, and shall not in any manner be affected by any indulgence or forbearance granted or consented to by the Lender to any of them with respect hereto; (f) consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by the Lender with respect to the payment or other provisions hereof, and to the release of any security at any time given for the payment hereof, or any part thereof, with or without substitution, and to the release of any person or entity liable for the payment hereof; and (g) consent to the addition of any and all other makers, endorsers, guarantors, and other obligors for the payment hereof, and to the acceptance of any and all other security for the payment hereof, and agree that the addition of any such makers, endorsers, guarantors or other obligors, or security shall not affect the liability of the Borrower, any guarantor and all others now liable for all or any part of the obligations evidenced hereby. This provision is a material inducement for the Lender making the Loan to the Borrower.

7. GENERAL AGREEMENTS.

7.1 Business Purpose Loan. The Loan is a business loan which comes within the purview of Section 205/4, paragraph (1)(c) of Chapter 815 of the Illinois Compiled Statutes, as amended. The Borrower agrees that the Loan evidenced by this Note is an exempted transaction under the Truth In Lending Act, 15 U.S.C., §1601, et seq.

. 7.2 Time of the Essence. Time is of the essence hereof.

. 7.3 Governing Law. This Note is governed and controlled as to validity,

enforcement, interpretation, construction, effect and in all other respects by the statutes, laws and decisions of the State of Illinois, without regard to its conflict of laws provisions.

7.4 Amendments. This Note may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.

7.5 No Joint Venture. The Lender shall not be construed for any purpose to be a partner, joint venturer, agent or associate of the Borrower or of any lessee, operator, concessionaire or licensee of the Borrower in the conduct of its business, and by the execution of this Note, the Borrower agrees to indemnify, defend, and hold the Lender harmless from and against any and all damages, costs, expenses and liability that may be incurred by the Lender as a result of a claim that the Lender is such partner, joint venturer, agent or associate.

7.6 Disbursement. This Note has been made and delivered at Naperville, Illinois, and all funds disbursed to or for the benefit of the Borrower will be disbursed in Naperville, Illinois.

7.7 Severable Loan Provisions. If any provision of this Note is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Borrower and

the Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

7.8 Interest Limitation. If the interest provisions herein or in any of the Loan Documents shall result, at any time during the Loan, in an effective rate of interest which, for any month, exceeds the limit of usury or other laws applicable to the Loan, all sums in excess of those lawfully collectible as interest of the period in question shall, without further agreement or notice between or by any party hereto, be applied upon principal immediately upon receipt of such monies by the Lender, with the same force and effect as though the payer has specifically designated such extra sums to be so applied to principal and the Lender had agreed to accept such extra payment(s) as a premium-free prepayment. Notwithstanding the foregoing, however, the Lender may at any time and from time to time elect by notice in writing to the Borrower to reduce or limit the collection to such sums which, when added to the said first-stated interest, shall not result in any payments toward principal in accordance with the requirements of the preceding sentence. In no event shall any agreed to or actual exaction as consideration for this Loan transcend the limits imposed or provided by the law applicable to this transaction or the makers hereof in the jurisdiction in which the Premises are located for the use or detention of money or for forbearance in seeking its collection.

7.9 Assignability. The Lender may at any time assign its rights in this Note and the Loan Documents, or any part thereof and transfer its rights in any or all of the collateral, and the Lender thereafter shall be relieved from all liability with respect to such collateral. In addition, the Lender may at any time sell one or more participations in the Note. The Borrower may not assign its interest in this

Note, or any other agreement with the Lender or any portion thereof, either voluntarily or by operation of law, without the prior written consent of the Lender.

7.10 Time. Except as otherwise expressly set forth in this Note, all references to time contained in this Note shall mean the time in Naperville, Illinois.

8. NOTICES. All notices required under this Note will be in writing and will be transmitted in the manner and to the addresses of the Borrower, or to such other addresses as the Lender and the Borrower may specify from time to time in writing.

9. EXPENSES AND INDEMNIFICATION. The Borrower shall pay all costs and expenses incurred by the Lender in connection with the preparation of this Note, including, without limitation, reasonable attorneys' fees. The Borrower shall pay any and all stamp and other taxes, UCC search fees, filing fees and other costs and expenses in connection with the execution and delivery of this Note, and agree to save the Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses.

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IN WITNESS WHEREOF, the Borrower has executed and delivered this Promissory Note as of the day and year first above written.

CREATIVE TRANSIT LLC

By:
Name: Brian Kawamura Its: Manager

Lender:
Name: John Mclean

SIGNATURE

SIGNATURE