

CONVERTIBLE PROMISSORY NOTE

\$24,315,027

**February 21, 2017
Chicago, Illinois**

For value received, GTI Core, LLC, a Delaware limited liability company, having its principal place of business located at 325 West Huron Street, Suite 230, Chicago, Illinois 60654 (the “**Company**”), promises to pay to the order of Vision Management Services, LLC, a Delaware limited liability company, or its assigns, having its principal place of business located at 325 West Huron Street, Suite 230, Chicago, Illinois 60654 (“**Holder**”), the principal sum of **\$24,315,027** (the “**Principal**”) together with accrued and unpaid interest thereon, each due and payable on the date and in the manner set forth below.

1. Repayment. All payments of interest and Principal shall be in lawful money of the United States of America and shall accrue to Holder, or its assigns as directed by Holder. All payments shall be applied first to accrued interest, and thereafter to Principal. Unless this Note has been previously converted in accordance with the terms of Sections 3, 4, and 5, or is accelerated by Holder upon the occurrence of an Event of Default pursuant to Section 8, the outstanding Principal and all interest accrued on the Principal shall be due and payable on February 20, 2037 (the “**Maturity Date**”), unless otherwise agreed to in writing by the Company and Holder.

2. Interest Rate. Subject to Sections 3, 4, and 5, the Company promises to pay simple interest on the outstanding Principal hereof on the Maturity Date. The interest payable hereunder shall accrue at the annual rate of the Long-Term Applicable Federal Rates for February 2017 as set forth by the U.S. Internal Revenue Service. All accrued and unpaid Interest shall be due and payable in full on the Maturity Date.

3. Conversion. At any time after the Company’s execution of this Convertible Promissory Note, Holder shall have the option (the “**Conversion Option**”) to cause all, but not less than all, unpaid accrued interest and the outstanding Principal balance of this Convertible Promissory Note to convert in whole, into all of the Company’s membership interests, regardless of any partial prepayment of Principal made by the Company to Holder, if applicable. As a result of the exercise of the Conversion Option, such conversion would result in Holder receiving and being issued all of the Company’s membership interests from the members of the Company and, for the avoidance of doubt, own one hundred percent (100%) of all issued and outstanding membership interests of the Company on an as-if-converted fully-diluted basis. In the event that Holder elects to exercise the Conversion Option, Holder shall exercise the Conversion Option by written notice to the Company. Notwithstanding anything to the contrary herein, Holder’s conversion of the Principal and accrued interest shall be treated as a contribution for one hundred percent (100%) of all issued and outstanding membership interests of the Company on an as-if-converted fully-diluted basis.

4. Consent to Conversion. Upon Holder’s exercise of the Conversion Option in accordance with Section 3, Holder and each of its owners, *if necessary*, shall provide the Company with any and all background information, fingerprints, tax returns, and other documentation as reasonably requested by the Company, to obtain the requisite approval and

consent, if necessary, from any governmental organizations (the “*Governmental Authorities*”) as are necessary to maintain all regulatory licenses held by the Company and to add Holder, or Holder’s assigns, as a Member of the Company (the “*Consent*”).

5. Effect of Conversion. Upon the Company’s receipt of written notice from Holder to exercise the Conversion Option, each member of the Company shall automatically forfeit all of their respective membership interest in the Company without payment and Holder shall become the sole owner of all of the Company’s membership interest without the necessity of any further action of the Company, Holder or any member of the Company. Each member of the Company, by their execution below, acknowledges the Conversion Option, the automatic forfeiture of their membership interests in the Company, agrees not to in any way transfer, sell, assign or encumber such membership interest, and authorizes and directs Holder to take any and all action, including any and all assignment and transfer documentation including executing such members’ names, to carry out the above, such agency coupled with an interest and irrevocable.

6. Maturity. Unless this Convertible Promissory Note has been previously converted in accordance with the terms of Sections 3, 4, and 5, the entire outstanding Principal and all unpaid accrued interest shall become fully due and payable on the Maturity Date.

7. Prepayment. Prepayment at any time is not permitted without the prior written consent of Holder in its sole and absolute discretion. For the avoidance of doubt, Holder may forestall the prepayment by either rejecting same or exercising the Conversion Option.

8. Default. If there shall be any Event of Default hereunder, Holder shall have the option of (i) seeking all available remedies at law or in equity, (ii) accelerating this Convertible Promissory Note at which time all Principal and unpaid accrued interest shall become due and payable within 30 days of the Event of Default. The occurrence of any one or more of the following shall constitute an Event of Default:

(a) Unless this Convertible Promissory Note has been previously converted in accordance with the terms of Sections 3, 4, and 5, the Company fails to pay timely the Principal and unpaid accrued interest due under this Note on the Maturity Date;

(b) The Company defaults in its performance of any covenant under this Convertible Promissory Note;

(c) The Company engages in a Prohibited Transfer (as defined herein);

(d) The Company makes a Prohibited Payment (as defined herein);

(e) The Company files any petition or action for relief under any bankruptcy, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors; or

(f) An involuntary petition is filed against the Company (unless such petition is dismissed or discharged within 60 days under any bankruptcy statute now or hereafter in effect), or a custodian, receiver, trustee, assignee for the benefit of creditors, or other similar official is appointed to take possession, custody or control of any property of the Company.

9. Restricted Transfer of the Company Membership Interest. Unless this Convertible Promissory Note has been previously converted in accordance with the terms of Sections 3, 4, and 5 and otherwise until Holder has been paid Principal together with accrued and unpaid interest thereon, neither the Company nor its members shall (i) enter into any transaction that would result in the sale, transfer, or pledge of any interest in the Company (a “*Prohibited Transfer*”) without the prior written approval of Holder, or (ii) without the prior written approval of Holder, make any distributions from the Company to its members (a “*Prohibited Payment*”), other than distributions made for tax purposes in accordance with the Company’s operating agreement.

10. Governing Law. This Convertible Promissory Note shall be governed by and construed under the laws of the State of Delaware, and is made and to be performed entirely within the State of Delaware, without giving effect to conflicts of laws principles.

11. Notice. Any notice to the Company may be given by delivering it or mailing it to the Company at the address of the Company referenced above, or at a different address if notice of such different address is given to Holder.

12. Modification; Waiver. Any term of this Convertible Promissory Note may be amended or waived with the written consent of the Company and the Holder.

13. No Course of Dealing. No course of dealing between the Company and Holder shall operate as a waiver of any of the rights of Holder under the Convertible Promissory Note.

[Signature on Following Page]

COMPANY:

GTI CORE, LLC

By: 
Peter Kadens, Authorized Member

ACKNOWLEDGEMENT AND CONSENT

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, the undersigned, being all of the members of the Company, do hereby acknowledge and consent to the terms of the above Convertible Promissory Note, agree to remain fully bound by it until fully paid (or converted) and agree to execute any further documents, instruments and agreements reasonable requested by Holder to give effect to any of its terms.



Pete Kadens



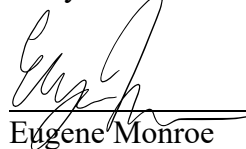
Ben Kovler

Anthony Georgiadis

Anthony Georgiadis



Andy Grossman



Eugene Monroe