

GUARANTY AGREEMENT

This Guaranty Agreement, dated effective as of February 15th, 2016 (this "*Agreement*"), is entered into by and between Michael S. Clem, an individual residing in the State of Texas at 1200 Brophy Pflugerville TX 78660 (the "*Guarantor*"), and Michael Wilkov, an a Texas resident with his principal place of business at 4800 Alpha Road, Dallas, TX 75244(the "*Guarantee*").

WITNESSETH:

WHEREAS, the Guarantor is a manager, officer and a 35 % owner of Bella Vita Custom Homes, LLC, a Texas limited liability company (the "*Debtor*");

WHEREAS, the Debtor has issued a Promissory Note (the "*Note*") on even date herewith to the Guarantee evidencing indebtedness in the principal amount of \$1,000,000.00, with simple interest at the annual rate of 11% and maturing on February 15th, 2020;

WHEREAS, in order to induce the Guarantee to accept the Note, the Guarantor and Steven A. Clem (collectively, the "*Clems*") have also entered into that certain Profits Interest and Minimum Purchase Agreement (the "*Side Agreement*") with Michael Wilkov; and

WHEREAS, in order to induce the Guarantee to accept the Note, the Guarantor has agreed, among the other obligations set forth herein, to guaranty the Debtor's payment of the Note and the Clems' obligations under the Side Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and undertakings herein, and for such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

ARTICLE I

GUARANTY

1.01 The Guarantor hereby unconditionally guaranties (the "*Guaranty*") to the Guarantee (a) the full and punctual payment of all principal and interest payment obligations of the Debtor under the Note, including any extensions, renewals or refinancings thereof, whether such be direct or indirect, liquidated or unliquidated, absolute or contingent, single, joint, by the entirety or several, now existing or hereafter arising, due or to become due; (b) the full and punctual performance and payment of all of the Clems' obligations under the Side Agreement; and (c) all of the Guarantee's reasonable costs of collection and/or enforcement of any of the foregoing (collectively, the "*Guaranteed Indebtedness*").

1.02 In the event of the default by the Debtor in payment or performance of all or part of the Guaranteed Indebtedness, when such indebtedness becomes due, either by its terms or as the result of the exercise of any power to accelerate, the Guarantor shall, on demand and without further notice of dishonor, pay the amount due thereon to the Guarantee, at such place as designated by the Guarantee, or at such other place or to such other party or parties as may be designated by the Guarantee from time to time, or such other address as the Guarantee shall designate in writing to the Guarantor. The Guarantor hereby waives notice of acceptance of the Guaranty and all other notices in connection herewith or in connection with the Guaranteed Indebtedness and waives diligence, presentment, protest, and suit on the part of the Guarantee in the collection of any of the Guaranteed Indebtedness. Guarantor waives all rights arising out of any statute now existing or hereafter enacted with respect to guaranty or suretyship and which may otherwise require Guarantee at any time to take legal action against Debtor. Suit may be

brought and maintained against the Guarantor at the election of the Guarantee, without joinder of the Debtor as a party thereto. Notwithstanding any limit on the liability of the Guarantor hereunder, the Guarantor agrees promptly to pay to the Guarantee the amount of all court costs and reasonable attorneys' fees incurred by the Guarantee in the enforcement of its rights hereunder. Demand hereunder shall be deemed to have been made when made in person or mailed postage prepaid to the Guarantor's most recent address on file with the Guarantee.

1.03 Guarantor shall be obligated to make payment in full to Guarantee in accordance with the terms and provisions hereof irrespective of the validity, regularity or enforceability of any instrument or writing evidencing such Guaranteed Indebtedness or of the Guaranteed Indebtedness itself, and if the Guaranteed Indebtedness is secured, said obligation of Guarantor to make payment hereunder shall be made irrespective of the validity, perfection, regularity or enforceability of any instrument or writing evidencing such security or of the security itself and it shall not be necessary for Guarantee to resort to such security before enforcing Guarantor's liability hereunder. Demand may be made upon Guarantor for the enforcement of this Guaranty without the necessity of action at any time by Guarantee against Debtor or any collateral or to first accelerate the maturity of any Guaranteed Indebtedness. Any action taken by Guarantee against Debtor, including foreclosure of any security held by Guarantee, shall in no event be considered a waiver or diminishment of any rights against Guarantor under this Guaranty and Guarantee shall, at its sole discretion, have the right at any time to discontinue any action or proceeding against Debtor and require full payment by Guarantor of the Guaranteed Indebtedness together with reasonable attorneys' fees, cost of the proceedings and court costs. It is agreed that a compromise and settlement of any Guaranteed Indebtedness shall, in no sense, compromise or settle Guarantor's liability hereunder. Guarantee may apply any collateral for the Guaranteed Indebtedness in such order as it may elect and without any obligation to account to Guarantor or any of them for the manner or order of application.

1.04 The Guarantee may from time to time, at its discretion and with or without valuable consideration, surrender, release, exchange, or alter any collateral or security for any Guaranteed Indebtedness and change the manner, interest rate, place or terms of payment, and change or extend the time of payment of, refund, increase, decrease, renew or alter in any manner the Guaranteed Indebtedness without affecting the liability of the Guarantor under the Guaranty, and this Agreement shall continue effective notwithstanding any legal disability of the Debtor to incur any Guaranteed Indebtedness, and any action or inaction by the Guarantee with regard to the Guaranteed Indebtedness or this Agreement shall not impair or diminish the obligations of the Guarantor hereunder. The Guarantee shall not be liable for its failure to use diligence in the collection of the Guaranteed Indebtedness or in preserving the liability of any person liable thereon.

1.05 Whenever the Guarantor shall pay any sum which may become due under the terms of this Agreement, notice in writing shall be delivered to the Guarantee at the time of such payment that the payment has been made by the Guarantor and in the absence of such notice any sum received by the Guarantee on account of any Guaranteed Indebtedness shall be conclusively deemed paid by the Debtor. All sums paid to the Guarantee by the Guarantor may be applied by the Guarantee, at its discretion, to any Guaranteed Indebtedness. The Guarantee may apply any fund, payment, collections throughout process of law or otherwise, or other collateral of the Debtor to the satisfaction and liquidation of the indebtedness or obligations of the Debtor to the Guarantee not guaranteed hereunder, if any, without impairing the character or amount of liability of the Guarantor herein.

1.06 In the event of the death of the Guarantor, the Guaranty and this Agreement shall bind the decedent and the Guarantor's heirs, executors and administrators only as to the Guaranteed Indebtedness which is existing at the time notice in writing of such death is received by the Guarantee and as to all renewals and extensions thereof, in whole or in part, whenever made.

1.07 No notice shall be deemed received by the Guarantee until the earlier of (i) actual receipt by the Guarantee and (ii) four calendar days after a properly stamped and addressed notice is deposited in the United States mail.

1.08 If, for any reason, the Guaranteed Indebtedness cannot be enforced against the Debtor, or any payments thereon must be refunded by the Guarantee to any party for any reason, including bankruptcy, such fact shall not affect the liability of the Guarantor hereunder, and the Guarantor shall be liable hereunder to the same extent as if the Guaranteed Indebtedness had been enforceable against the Debtor or said payments had not been made to the Guarantee.

1.09 This Agreement is performable in Dallas County, Texas. This Guaranty is not intended and does not replace, cancel, or otherwise modify or affect any other guaranty of any other person, held by the Guarantee now or hereafter, relating to the Debtor or other persons or entities.

1.10 Guarantor acknowledges and agrees that he has derived or will derive a financial advantage from the Note and from each and every renewal, extension, modification, release of collateral, or other relinquishment of legal rights made or granted or to be granted by Guarantee to Debtor pursuant thereto and further represents and warrants to Guarantee that he has full power and authority (corporate or otherwise) or capacity, as the case may be, to execute and deliver this Guaranty and that he is not subject to any charter, corporate, contract or other legal restriction that would preclude it from entering into or performing under this Guaranty.

1.11 Guarantor hereby agrees that no payment hereunder shall entitle it by subrogation, indemnification, contribution, reimbursement or otherwise to any payment by Debtor or by any other guarantor or from or out of any property of Debtor or of any other guarantor of any liability hereunder until all Guaranteed Indebtedness has been paid in full.

1.12 Any indebtedness of Debtor for money now or hereafter owed to Guarantor, and any liens related to such indebtedness now or hereafter existing in favor of Guarantor, are hereby subordinated to the rights and liens of Guarantor, any evidence of such obligations shall be so marked with an appropriate legend and if a default in the payment of any amounts owing under this Guaranty shall have occurred and be continuing, any such obligations of Debtor owed to Guarantor, if collected or received by Guarantor, shall be held in trust by Guarantor for Guarantor and be paid over to Guarantor for application in accordance with this Guaranty.

1.13 GUARANTOR AND GUARANTEE HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE COUNTY OF DALLAS, TEXAS OVER ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY, AND GUARANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT TO SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. GUARANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT HE MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. GUARANTOR IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO GUARANTOR AT ITS ADDRESS SET FORTH BELOW. GUARANTOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.