

IN THE UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF ILLINOIS
 EASTERN DIVISION

MASONRY INSTITUTE, BRICKLAYERS)	
LOCAL 21 PENSION FUND, BRICKLAYERS)	
LOCAL 21 OF ILLINOIS APPRENTICESHIP)	
AND TRAINING PROGRAM, AND BRICK-)	
LAYERS AND STONE MASONS OF)	
ILLINOIS DISTRICT COUNCIL NO.1 B.A.C.)	
ANNUITY TRUST FUND,)	
)	
Plaintiffs,)	
)	No. 08C 1153
v.)	
)	Judge Bucklo
LOUIS TUCKPOINTING, INC., an Illinois)	
Corporation,)	Mag. Judge Keys
)	
Defendant.)	

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Settlement Agreement"), effective on the last date executed below, is made and entered into by and between Plaintiffs Masonry Institute, Bricklayers Local 21 Pension Fund, Bricklayers Local 21 of Illinois Apprenticeship and Training Program, and Bricklayers and Stone Masons of Illinois District Council No. 1 B.A.C. Annuity Trust Fund ("Plaintiffs") and Defendant Louis Tuckpointing, Inc., an Illinois corporation ("Defendant") (hereinafter collectively referred to as the "Parties"). The Parties hereby stipulate and agree as follows:

1. That in the interest of settling the above-entitled legal action filed by Plaintiffs against Defendant (the "Lawsuit"), and without any admission herein of liability by Defendant, the Parties hereby agree to settle the Lawsuit as set forth herein.

2. That Defendant hereby agrees to pay to Plaintiffs the total amount of \$55,600.92 (\$52,500.00 principal plus seven percent (7%) interest per annum), to be paid as follows: \$3,088.94 on or before October 1, 2008, and the balance in monthly installments of \$3,088.94, commencing on November 1, 2008, and on the first day of each month thereafter, through and including March 1, 2010, when the balance remaining shall be paid.

This Settlement Agreement concerns all amounts purportedly due and owing by Defendant to Plaintiffs through and including December 31, 2007, including but not limited to delinquent contributions, liquidated damages, and interest. This Settlement Agreement expressly supersedes the Agreement and Promissory Note executed by Defendant on or about August 9, 2007 (the "Note"), attached hereto as Exhibit A, and Plaintiffs hereby release and waive their

Exh. "B"

right to enforce the terms of the Note, including their ability to collect any amounts purportedly due and owing by Defendant under the Note. The Settlement Agreement does not release any claims made, or which could have been made, by Plaintiffs for periods after January 1, 2008.

3. That the Court shall retain jurisdiction for the purpose of enforcement of the terms and provisions of this Settlement Agreement.

4. (a) The Lawsuit shall be dismissed without prejudice, subject to reinstatement only as set forth below, and Plaintiffs and anyone claiming through them agree not to sue and further agree to release and forever discharge Defendant and each of its past, present, and future owners, directors, officers, agents, and employees, and the predecessors, successors, and assigns of each of them, from any and all claims that were or could have been asserted against Defendant in the Lawsuit, including but not limited to any claims under the Note and any claims for delinquent contributions, liquidated damages, and interest accruing prior to December 31, 2007. Upon completion of the payment program set forth in Paragraph 2 herein, the dismissal without prejudice shall become a dismissal with prejudice.
- (b) If Defendant fails to make any installment payment due hereunder, the Defendant shall be considered in default.
- (c) Upon twenty (20) days' written notice to Defendant of said default, and upon Defendant's failure to cure said default within the 20-day period, the Order of Dismissal entered in this Lawsuit shall be vacated and set aside and the Lawsuit reinstated.
- (d) Upon the Order of Dismissal having been vacated and set aside and upon the Lawsuit being reinstated, judgment shall be immediately entered in the amount remaining due and owing, and any additional amounts for current payments which accrue hereinafter.

5. This Settlement Agreement constitutes and contains the entire agreement and understanding of the Parties concerning the subject matter of the Settlement Agreement, and supersedes all prior negotiations, proposed agreements, and understandings, if any, of the Parties.


6. This Settlement Agreement may not be amended, nor shall any waiver, change, modification, consent, or other discharge be effective, except by an instrument in writing executed by Plaintiffs and Defendant.

7. Each person executing this Settlement Agreement represents and warrants that he or she has proper authority to bind the Party on whose behalf he or she is executing it.

8. It is expressly understood and agreed that the terms of this Settlement Agreement shall remain strictly confidential and shall not be disclosed to any individuals or entities other than the Parties and their counsel, accountants, auditors, or as otherwise required by law or by order of the court.

9. This Settlement Agreement may be executed in counterparts, and each counterpart shall constitute an original instrument, but both such separate counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties or their duly authorized agents, have duly executed this Settlement Agreement as of the day and year provided below.

 Louis Farrisok : Dated: 9-19-08
For Defendant

 Robert B. Greenberg : Dated: 9-24-2008
For Plaintiffs

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