

CONSENT JUDGMENT AND NON-EXECUTION AGREEMENT

This Consent Judgment and Non-Execution Agreement (“Agreement”) is entered into by and between the following parties: Plaintiff, Installation Services, Inc. (“ISI” or “Plaintiff”) and Defendant, Liberty Industries, LC d/b/a Tower Innovations, LLC (“TI” or “Defendant”), and all of their successors, heirs, executors and administrators.

Recitals

1. On February 11, 2011, an arbitration award in the amount of ONE HUNDRED AND TWENTY-EIGHT THOUSAND ELEVEN DOLLARS (\$128,011.00) in favor of the Plaintiff, ISI, and against the Defendant, TI, was entered and arose out of a contractual dispute for work performed by ISI for TI on a certain roof top tower erected by ISI on the roof of the Trump Tower Building in Chicago, Illinois.

2. The Plaintiff has filed suit in the United States District Court, Northern District of Illinois, cause number 1:11-cv-03689, entitled *Installation Services, Inc. v. Liberty Industries, LC d/b/a Tower Innovations, LLC*, to confirm the arbitration award and enter judgment thereon.

3. Pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/2-1303 the aforementioned arbitration award is subject to 9% post-judgment interest since the date of the award. The interest accumulated to August 11, 2011 on the aforementioned arbitration award totals \$5,700.00. It is acknowledged that interest will continue to run on the award and judgment until paid in full.

4. The Plaintiff has incurred court filing cost of \$350.00 to file the Complaint in the United States District Court and \$85.00 for service of summons.

5. Plaintiff and Defendant have engaged in discussions to allow entry of judgment for the Plaintiff, enter into an Agreement for installment payments of the judgment and costs, and for the Plaintiff to not execute on the judgment against Defendants assets and allow Defendant to make installment payments.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the obligations and payments recited herein, it is hereby agreed as follows:

Agreement

1. The Plaintiff and Defendant agree and consent to the Court entering judgment in favor of the Plaintiff, ISI and against the Defendant, Liberty Industries, LLC d/b/a Tower Innovations in the amount of \$134,146.00.

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Initials: ISI


Initials: TI

EXHIBIT A

2. The Plaintiff agrees not to execute or seek recovery of the judgment against Defendant provided the Defendant makes its timely installment payments as agreed to in paragraph 3.

3. The Defendant agrees to make 10 monthly payments of \$14,000 each to the Plaintiff commencing August 20, 2011, with each subsequent monthly payment due on the 20th of each month, ending with a final payment on May 20, 2012.


4. If any of the payments described in paragraph 3 are more than 30 days late, the Defendant will be considered in default of this Agreement and the entire remaining unpaid balance will be due and owing in total, including all interest and costs, and this Agreement will be considered null and void. In the event the Defendant is in default of this Agreement, the Plaintiff can seek to execute or enforce the unpaid balance of the aforementioned judgment against the Defendant without consideration of this installment payment Agreement.

5. Upon entry of the judgment in favor of ISI and against TI in the amount of \$134,146.00., the Plaintiff will dismiss, with prejudice, cause number 1:11-cv-03689 and entitled *Installation Services, Inc. v. Liberty Industries, LC d/b/a Tower Innovations, LLC*.

6. Each term of this Agreement was subject to good faith negotiation between the parties, and acceptance of this Agreement was expressly preconditioned on acceptance of every term herein. Accordingly, a breach of any term herein shall be deemed a material breach of this Agreement.

7. In the event any party breaches any of its obligations under this Agreement, all the terms of the Agreement shall continue to be binding on each of the parties. However, no provision of this Agreement shall be construed as preventing or limiting the parties rights to enforce the terms of this Agreement, or to seek a remedy for any breach of this Agreement, in a court of law or equity. If any of the provisions of this Agreement are held to be void, voidable, or otherwise unenforceable by a court or other tribunal, the remainder of this Agreement shall nevertheless remain in full force and effect and the terms that are found to be void, voidable or otherwise unenforceable by a court or other tribunal shall be considered void *ob initio*, the parties agreeing to modify the Agreement to render the Agreement enforceable.

8. Each and all of the representations, indemnifications and warranties set forth in this Agreement shall survive the execution date of this Agreement. All of the rights and obligations created by this Agreement shall inure to the benefit of and be binding on any and all successors, heirs, and assigns of the Plaintiff or Defendant. This Agreement supercedes any and all prior Agreements, representations, and warranties, whether oral or written, with respect to the subject matter contained in this Agreement. This Agreement constitutes the only Agreement amount and between the Plaintiff and Defendant. Any past Agreements are extinguished and hereby considered null and void.


Initials: ISI


Initials: TI

9. In entering into this Agreement, no party has relied upon any document provided by any other party or any statement, communication or representation made by any other party, or its counsel, except those limited representations specifically made in this Agreement. In entering into this Agreement, each party has relied solely upon its own resources, due diligence, independent judgment, and counsel.

10. This Agreement shall be interpreted under and governed by the laws of the State of Illinois. The parties agree and consent to venue in and the exclusive jurisdiction of the Circuit Court of Cook County Illinois or the United States District Court for the Northern District of Illinois for any disputes arising from or which may be brought under this Agreement.

The parties, by their signatures below, agree to be bound by the terms herein and acknowledge that there exists no other promises, representations or Agreements relating to the settlement, except as specifically set forth herein. Where an agent executes below on behalf of a party, that individual, represents that he or she has the full authority to sign on behalf of that party.

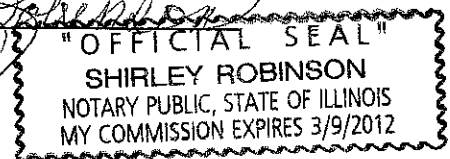
INSTALLATION SERVICES, INC.

By: [Signature]
James Vogel

Dated: Aug 22, 2011

Subscribed and sworn before me
on Aug 22, 2011

[Signature]
Notary Public



**LIBERTY INDUSTRIES, LC d/b/a
TOWER INNOVATIONS, LLC**

By: [Signature]
David Nicholson

Dated: Aug 17, 2011

Subscribed and sworn before me
on Aug 17, 2011

[Signature]
Notary Public