

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by and between the Laborers' Pension Fund and the Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity, and James S. Jorgensen, Administrator of the Funds (the "Funds") and Francis, LLC ("Francis"), (the Funds and the defendant will be collectively referred to as the "Parties"), to fully and finally settle and resolve any and all issues raised in *Laborers' Pension Fund et al., v. Francis, LLC*, No. 11 C 3884 (N.D. Ill) (the "lawsuit"). The Parties agree to the following:

1. Simultaneously with the execution of this Settlement Agreement and Release, Francis, by its President, Steven Searles, will sign the Installment Note (the "Note"), which is incorporated by reference and which provides for payment of a total amount of \$26,375.45 (inclusive of precalculated interest to accrue over the entire term of the Note). This amount of \$26,375.45 is the total amount owed pursuant to the Note which includes accumulated interest owed for the unpaid contributions from the period of May 24, 2010 through October 31, 2010 and includes additional precalculated interest to accrue over the term of the Note.

2. Francis will make its first installment payment on or before March 1, 2012, in the total amount of five hundred dollars (\$500.00), which also consists of amounts owed to the Training and Ancillary Funds. The Note further indicates that Francis will continue to pay monthly installments for 52 consecutive months beginning on April 1, 2012 and ending on June 11, 2016. All of the note payments as described by the Note are hereinafter referred to as the Settlement Payments and must be made in accordance with the terms and conditions provided in the Note.

3. The Parties agree that the Settlement Payments referred to in paragraphs 1 and 2 above and in paragraphs 5 and 6 of the Note represent a resolution of the lawsuit for the period from May 2010 through October 2010. Francis represents that it has properly reported contributions due to the

Funds for the period from November 2010 through January 2012, however, contribution amounts have not been reviewed by the Funds' auditors. As consideration for the Funds' acceptance of this representation and the documentation submitted by the Company in support of such representations, Francis hereby agrees to permit the Funds an opportunity to audit the books and records of the corporation under the collective bargaining agreement, Trust Agreements and the Funds' Policies and Francis agrees that it may be liable for contributions owed, in the event that an audit determines amounts owed to the Funds. The parties agree that after an audit report is presented to Francis in the regular course of business, the Funds at their discretion may file an action against Francis seeking unpaid contributions for the November 2010 through January 2012 time period.

4. In the event that Francis fails to maintain its obligations under this Agreement, the collective bargaining agreement and the Funds' respective Agreements and Declarations of Trust, including but not limited to its obligations to submit timely contribution reports and to make timely current contribution payments, Francis shall be deemed in default within ten (10) days after payments are due, or within ten days of a material breach of the terms of this Agreement or Note and the Funds shall have the right to reinstate this action. In the event of such a default, the Funds may declare the entire unpaid amounts immediately due and accelerate collection of the total balance owed (including monthly payments plus the unpaid balance owed under the Note less any precalculated interest not yet accrued at the time of default). The Funds, on motion in accordance with the Court rules and notice to defendant at its usual place of business at 79 West Monroe Street, Suite 808, Chicago, Illinois 60603 shall be entitled to entry of judgment by the Court against Francis.

5. In the event that a Judgment is entered pursuant to the terms in Paragraph 4 of this Agreement, such Judgment will be entered for all unpaid amounts due, less all precalculated interest not yet accrued as of the date of the Judgment, plus reasonable attorneys' fees incurred by the Funds in their efforts to obtain compliance with this Settlement Agreement. Defendant Francis will not be

permitted to raise defenses to bar judgment of the unpaid balance other than payment or a miscalculation of the proper amount of the Judgment. Plaintiffs are entitled to judgment for reasonable attorneys' fees and costs incurred in connection with efforts to enforce the Settlement Agreement and Release.

6. In consideration of the receipt of all amounts owed as described in paragraph 1 and promises made by the parties, the Funds hereby release and discharge Francis and each of their affiliates, parents, subsidiaries, divisions, partners, owners, stockholders, directors, officers, employees, agents, representatives, and their predecessors, successors, heirs, executors, administrators and assigns, agents, attorneys, representatives, trustees, administrators, and all persons acting by, through or under any of them jointly and severally, in their individual, fiduciary and corporate capacities, or any of them, of and from all actions, causes of action, grievances, suits, complaints or claims, arising out of the obligation to contribute to the Funds for the period from May 24, 2010 through October 31, 2010.

7. The Laborers' Funds agree to execute a Stipulation of Dismissal which will dismiss without prejudice all claims asserted by the Funds against Francis in this lawsuit after receipt by the Funds' counsel of record, Sara S. Schumann, of an original or a copy of the Settlement Agreement and Release and the Installment Note. The Parties have agreed that when Francis completes its Settlement Payments this lawsuit be dismissed with prejudice, and in the event that Francis does not make its Settlement Payments pursuant to the schedule in the Note, or this Agreement and Release, or otherwise materially breaches the terms of the Note or this Agreement and Release that either party may reinstate this lawsuit.

8. This Agreement is entered into solely for the purpose of settling disputed claims, and shall not be construed as an admission by the defendant of any (a) liability or wrongdoing; (b) violation of any statute, law regulation, collective bargaining agreement or declaration of trust; or

(c) waiver of defenses as to those matters within the scope of this Agreement. It is understood that defendant denies engaging in unlawful conduct, and this Agreement does not constitute an admission by defendant of any violation of any law, regulation, collective bargaining agreement or declaration of trust.

9. This Agreement and the Note constitute the entire Agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements, if any, between the Parties relating to the subject matter hereof. This Agreement may be amended only by a written document signed by an authorized representative of the Funds and Francis.

10. Each of the undersigned has read this Settlement Agreement and Release, understands its contents, has had the opportunity to and did negotiate over the terms of this Agreement, and is authorized to sign same on behalf of the entity indicated below.

11. Each party signing this Agreement represents to the other party that it has the authority to release the claims, demands and causes of action which are purported to be released herein and note of said claims, demands or causes of action has been previously assigned to or is owned by any other person or entity.

12. Francis may prepay the amounts due in this Settlement Agreement at any time without penalty and without payment of the precalculated Note interest which has not accrued as of the date full payment is made. In the event of such prepayment, the Funds will recalculate the balance owed, so as to deduct all precalculated interest that has not yet accrued as of the date of the prepayment. Francis is responsible for all note interest owed to the Funds as recalculated to reflect the interest due on the date such prepayment is received by the Funds.

13. The Funds may without notice and without releasing liability of any party hereto grant extensions and/or renewals from time to time of any terms in this Settlement Agreement and

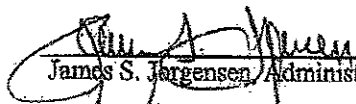
Release and in the Installment Note. No delay by the Funds in exercising any power or right hereunder and no partial exercise of such power or right shall operate in any way as a waiver of any subsequent exercise thereof. The Funds shall not be prejudiced by granting of an extension or a renewal of any term in this Settlement Agreement.

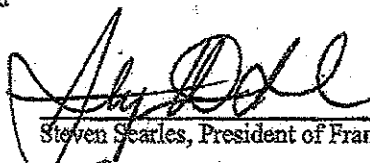
14. This document may be signed in separate counterparts which will have the same effect as if signed on one document. In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will remain enforceable.

15. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. The Funds will request the United States District Court for the Northern District of Illinois, Eastern Division, to retain jurisdiction to enforce the terms of this Agreement and the Installment Note.

LABORERS' PENSION FUND and
LABORERS' WELFARE TRUST FUND
OF THE HEALTH AND WELFARE
DEPARTMENT OF THE CONSTRUCTION
AND GENERAL LABORERS' DISTRICT
COUNCIL OF CHICAGO AND VICINITY, and
JAMES S. JORGENSEN, Administrator of the
Funds

FRANCIS, LLC


James S. Jorgensen, Administrator of the Funds
2/22/12
Date


Steven Seales, President of Francis, LLC
2-21-12
Date