

**INSTALLMENT NOTE**

This Installment Note ("Note") is made between the Laborers' Pension Fund ("Pension Fund") and Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity ("Health and Welfare Fund" or collectively the "Funds"), the parties of the first part, and Francis, LLC (the "Company"), the party of the second part.

WHEREAS, the Company has at all relevant times been party to a collective bargaining agreement ("CBA") with the Construction and General Laborers' District Council of Chicago and Vicinity, whereunder it is obligated to make certain contributions to the above-named Funds, as well as to the Training Fund, on behalf of its covered employees, and to submit payment of all employee union dues:

WHEREAS, the Company has failed to timely pay certain contributions owed to the Funds for the audit period of May 24, 2010 through October 31, 2010.

WHEREAS, the Company has failed to remit all employee union dues to the Funds, as the designated collection agent for the Construction and General Laborers' District Council of Chicago and Vicinity, for the audit period of May 24, 2010 through October 31, 2010.

WHEREAS, the Company desires to pay all delinquencies owed to the Funds, to pay all union dues owed to the Construction and General Laborers' District Council of Chicago and Vicinity, together with liquidated damages, and interest, as set forth below and further desires to remain current in its obligation to pay contributions to the Funds.

**THE PARTIES HEREBY AGREE** as follows:

1. The Company will pay \$13,630.25 to the Health and Welfare Fund (comprised of \$6,409.89 in delinquent contributions, \$1,281.98 in liquidated damages, \$2,562.50 in attorneys fees and costs, \$300.00 in audit costs and \$3,075.88 in interest) (based on an interest rate of 12%). The Company will also pay \$11,542.90 to the Pension Fund (comprised of \$5,167.71 in delinquent contributions, \$1,033.54 in liquidated damages, \$2,562.50 in attorneys fees and costs, \$300.00 in audit costs and \$2,479.15 in interest). All of these amounts shall be paid according to the schedule described below in paragraph 5.
2. The Company will also pay \$360.33 to the Training Fund (comprised of \$271.35 in delinquent contributions, \$54.27 in liquidated damages and \$34.71 in interest), \$59.23 to the CAICA Fund (comprised of \$48.24 in delinquent contributions, \$4.82 in liquidated damages and \$6.17 in interest), \$51.82 to the LECET Fund (comprised of \$42.21 in delinquent contributions, \$4.22 in liquidated damages and \$5.39 in interest), \$88.85 to the LDCMC Fund (comprised of \$72.36 in delinquent contributions, \$7.24 in liquidated damages and \$9.25 in interest and \$642.07 in union dues (comprised of \$583.70 in delinquent contributions and \$58.37 in liquidated damages). These delinquent amounts totaling \$1,202.30 shall be paid out of the \$500.00 per month payments until exhausted. (See paragraph 5)
3. The Company will also pay the Funds or the sum of \$5,125.00 representing attorney fees and costs incurred by the Funds in Case No. 11C03884. This amount is split equally between Welfare and Pension as described in paragraph 1 above.
4. The Company will also pay the Funds the sum of \$600.00 in audit costs. This amount split equally between Welfare and Pension as described in paragraph 1 above.
5. The total payments equal 52.75 (2.4 plus 50.35). The first 2.4 payments will payoff the \$1,202.30 in paragraph 2. For 50.35 consecutive months commencing on March 1, 2012 and ending on June 11, 2016, the Company will pay \$270.73 per month to the Health and Welfare Fund and \$229.27 per month to the Pension Fund.
6. The Company will remit all payments to the Funds' Administrative Offices, which are located at 11465 Cermak Road, Westchester, Illinois 60154.
7. The Company understands and agrees that this Installment Note is based on reports submitted by the Company to the Funds and that the Funds reserve the right to conduct an audit, in accordance with the terms of the collective bargaining agreement and the Funds' respective Agreements and Declarations of Trust, to determine benefit contribution compliance for the time period covered herein and further reserve the right to collect any unpaid contributions, union dues, interest, liquidated damages, and audit costs as shown on said audit.

**Exhibit 2**

8. Payments made pursuant to this Installment Note shall be considered "contributions" as defined under the terms of the CBA and the Fund's respective Agreements and Declarations of Trust. If the contributions are not paid by the 10<sup>th</sup> day following the date on which payment should have been received, the contribution shall be considered delinquent and all charges which apply to the late payment of contributions under the terms of the CBA and the Fund's respective agreements and Declarations of Trust shall apply, including, but not limited to, the assessment of interest and liquidated damages. Further, in the event the Company fails to timely make any payments described in this Note. All amounts described in paragraph 1 herein shall immediately become due on the 10<sup>th</sup> day following the date on which payment should have been received by the Fund's under the terms of this Note. In such event the Company further agrees to pay all attorney fees and costs incurred by the Funds in any action to enforce any part or this entire Note.
9. This Installment Note is conditioned on the Company's staying current on its obligations to the Funds under the terms of the collective bargaining agreement and the Funds' respective Agreements and Declarations of Trust. In the event that the Company fails to maintain its obligations under the terms of the collective bargaining agreement and the Funds' respective Agreements and Declarations of Trust, including, but no limited to, its obligations to submit timely contribution reports and to make timely contribution payments by the tenth day following the month in which laborers' work was performed, then the Funds shall have the right to accelerate and collect all amounts due under this Installment Note, plus payment of all attorneys' fees and costs incurred by the Funds in any action to accelerate this Installment Note and less any pre-calculated interest not yet accrued at the time of such default.
10. The Company further agrees that it will maintain its self-insured status with the Funds who currently hold a \$5,000 check in lieu of a surety bond to insure the payment of wages and benefit contributions as required under the terms of the CBA.
11. The Company shall have the right to prepay the entire amount due under the Note prior to the date upon which payment is due without penalty and without payment of any precalculated Note interest that has not accrued as of the date full payment has been made.

The Parties hereby agree to these terms by their execution hereof on the 21<sup>ST</sup> day of the February 2012.

Francis, LLC

By: [Signature]

Title: President

Laborers' Pension Fund

By: [Signature]

Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity

By: [Signature]