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PREPARED BY:
Lee F. DeWald
Riebandt & DeWald, P.C.
1237 S. Arlington Heights Road
Arlington Heights, IL 60005

Doc#: 0802260038 Fee: \$38.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 01/22/2008 12:35 PM Pg: 1 of 8

WHEN RECORDED MAIL TO:
Lee F. DeWald
RIEBANDT & DEWALD, P.C.
P.O. Box 1880
Arlington Heights, Illinois 60006-1880

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

FRED RIEBLE, as Assignee for)
SOLEIL SYSTEMS, INC.,)

Plaintiff,)

NO. 07 CH 14589

v.)

RAYMOND BELLAN and MARIA)
BELLAN,)

Defendants.)

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Agreement") is made and entered into this ____ day of January, 2008, by and between SOLEIL SYSTEMS, INC. ("Soleil"), MOGLIA ADVISORS, INC. ("Moglia"), FRED RIEBLE ("Rieble"), JAMES R. FALCIONE, SR. ("Falcione"), ALAN CARTWRIGHT ("Cartwright"), and CONCISE INDUSTRIES, INC. d/b/a O'HARE METAL PRODUCTS ("Concise") (collectively referred to as the "Soleil Parties"); and RAYMOND and MARIA BELLAN ("Bellan"). The Soleil Parties and Bellan may sometimes be referred to as the "Parties".

WHEREAS, Soleil, Moglia and Rieble filed a lawsuit against Bellan in the Circuit Court of Cook County, Illinois initially entitled *Soleil Systems, Inc. v. Raymond Bellan and Maria Bellan*, and identified as Case No. 07 CH 14589 ("the Lawsuit"); and

WHEREAS, Bellan had leave to file a Counterclaim and Third Party Complaint against the Soleil Parties with the exception of Moglia; and

WHEREAS, the Parties dispute the allegations filed or that were to be filed against them and deny all liability thereto; and

WHEREAS, the Parties wish to settle and compromise the Lawsuit

NOW, THEREFORE, for good and valuable consideration, the Parties hereby agree as follows:

1. **Payments to Rieble.** Bellan agrees to pay Rieble Twenty Five Thousand and 00/100ths (\$25,000.00) Dollars on or before July 14, 2008 in certified funds. Payment shall be made to Fred Rieble and delivered to Riebandt & DeWald, P.C. at 1237 South Arlington Heights Road, Arlington Heights, Illinois 60005.

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2. **Security.** Bellan agrees to allow this Agreement to be recorded against their property located at 13 Watergate Drive, South Barrington, Illinois 60010 subordinate only to mortgages and liens recorded prior to December 19, 2007.

3. **Default.** If Bellan defaults on the payment set forth in Paragraph 1, then Seventy Five Thousand and 00/100ths (\$75,000.00) Dollars plus costs shall be due and payable to Rieble by Bellan. This amount represents the liquidated damages amount that Soleil sought from Bellan. In the event of a default, Rieble shall be entitled to file a Motion to Reinstate the Lawsuit for Entry of Judgment in the above amount (\$75,000.00), less any amounts paid against Bellan who agree to entry of the Judgment.

4. **Dismissal of Lawsuit.** Upon execution of this Agreement, the Parties agree to dismiss the Lawsuit with the Court to retain jurisdiction to enforce the terms hereof.

5. **Mutual Release.** Except for the obligations set forth in this Agreement, the Parties forever waive and release each other and any and all of their agents, attorneys, representatives and assigns, from any and all claims, suits, causes of action, complaints, and/or otherwise which they may have had, have, or may have against one another of any nature whatsoever arising from, based upon, or in any way connected with, or related to any event, occurrence, action, or omission to act, from any agreement or any other claim whether before any federal, state, local or private court, agency, arbitrator, or other entity, whether on behalf of themselves or for others, whether for damages, commissions, attorneys' fees, and/or any other relief or remedy, whether legal or equitable, or based upon any contract, law (federal, state or local), ordinance, regulation, rule or understanding or any other theory of any nature whatsoever, including, but not limited to, those allegations set forth or that could have been set forth in the Lawsuit.

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6. **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing and sent by facsimile, to the appropriate party, which, in the case of Soleil, Moglia, Rieble, Cartwright, Falcione and Concise, shall be:

Lee F. DeWald
Riebandt & DeWald, P.C.
1237 South Arlington Heights Road
Arlington Heights, Illinois 60005
Fax - (847) 437-0330

and in the case of Pellan:

Christopher J. Agrella
330 East Main Street
Suite 205
Barrington, Illinois 60010-3203
Fax - (847) 381-6866

7. **Miscellaneous.** This Agreement:
- a. contains the full and complete agreement between the parties, supersedes all prior agreements on its subject matter, and shall be considered and understood to be a contractual agreement and not a mere recital;
 - b. shall bind and inure to the benefit of each party and their or its respective heirs, successors, administrators, executors, representatives, agents and assigns;
 - c. shall be construed in accordance with Illinois law;
 - d. shall be construed without regard to paragraph headings, which are included solely for convenience; and
 - e. shall not be construed against either party on the basis that the party was the drafter, as the Parties to the Agreement have cooperated in its drafting and preparation.

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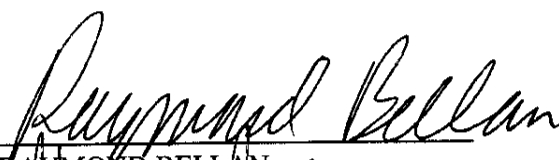
8. **No Admission of Liability/No Waiver.** By entering into this Agreement, no party directly or indirectly admits to any violation of any law, regulation, contract, ordinance, rule or understanding. Any party's waiver of a breach or violation of any portion of this Agreement shall not operate as, or be construed to be, a waiver of any later or continuing breach.


9. **Execution in Counterpart.** This Agreement may be executed by any party in separate counterpart. Each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

AGREED AND ASSENTED TO:

SOLEIL SYSTEMS, INC.

By: _____
Authorized Signatory



RAYMOND BELLAN


MARIA BELLAN

MOGLIA ADVISORS, INC.

By: _____
Authorized Signatory

FRED RIEBLE

ALAN CARTWRIGHT

JAMES R. FALCIONE, SR.

CONCISE INDUSTRIES, INC. d/b/a
O'HARE METAL PRODUCTS

By: _____
Authorized Signatory

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AGREED AND ASSENTED TO:

SOLEIL SYSTEMS, INC.

RAYMOND BELLAN

By: _____
Authorized Signatory

MARIA BELLAN

MOGLIA ADVISORS ~~INC.~~

By: _____
Authorized Signatory

FRED RIEBLE

ALAN CARTWRIGHT

JAMES R. FALCIONE, SR.

CONCISE INDUSTRIES, INC. d/b/a
O'HARE METAL PRODUCTS

By: _____
Authorized Signatory

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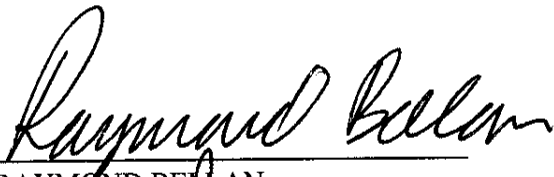
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SOLEIL SYSTEMS, INC.

By: _____
Authorized Signatory



RAYMOND BELLAN


MARIA BELLAN

MOGLIA ADVISORS, INC.

By: _____
Authorized Signatory

FRED RIEBLE

ALAN CARTWRIGHT

JAMES R. FALCIONE, SR.

CONCISE INDUSTRIES, INC. d/b/a
O'HARE METAL PRODUCTS

By: _____
Authorized Signatory

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LEGAL DESCRIPTION

Lot 114 in the Coves of South Barrington Unit Number 4, being a subdivision in the Southwest Quarter of Section 26, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 13 Watergate, South Barrington, Illinois 60010

PIN: 01-26-300-014

Property of Cook County Clerk's Office