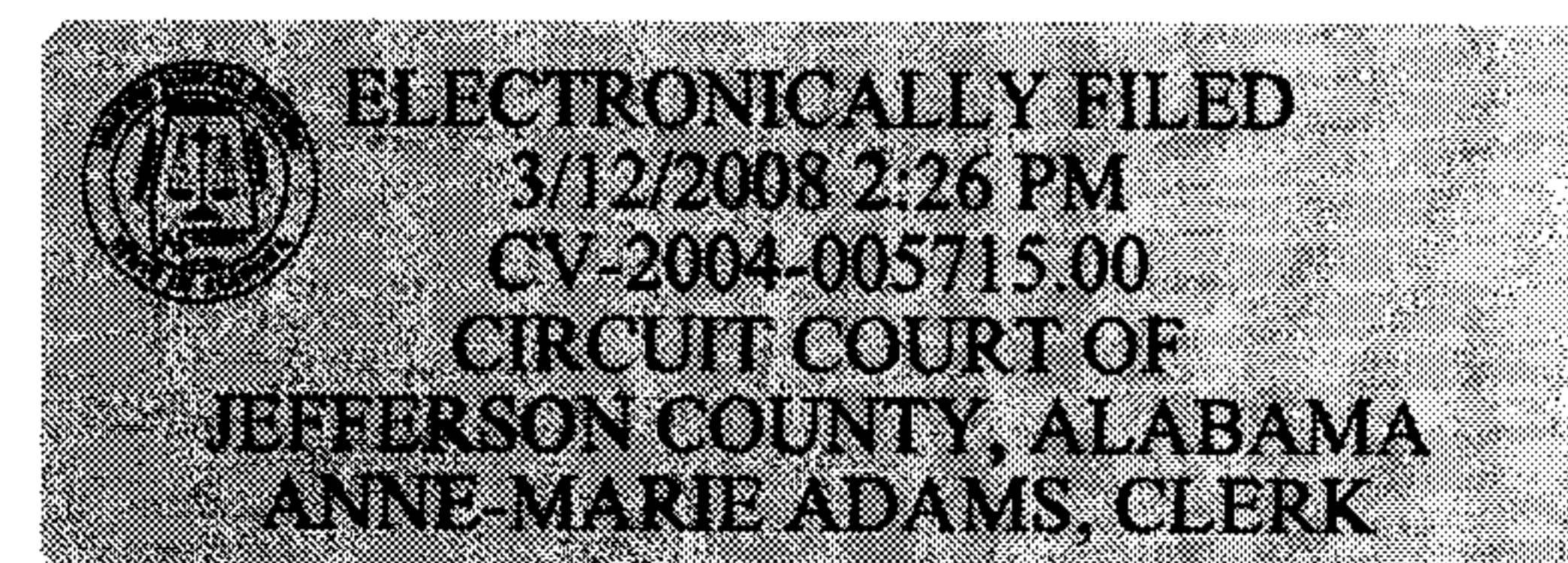




IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

Johnny Beck,

Plaintiff.

V.

Ace Masonry, Inc., et al.

Defendants.

[illegible]

Civil Action No.
CV-2004-5715-RSV



FINAL ORDER

The plaintiff's pending motion to enforce settlement agreement is GRANTED, based on the conclusion that there was a meeting of minds on October 24, 2007, that resulted in a binding contract. Both defendants' counsel and defendant Danny Beck testified that counsel had the authority to settle the dispute for \$325,000.00, which he did. While defendant Beck now attempts to create a fact issue regarding the time frame for payment of this amount, the Court finds such evidence unpersuasive to refute the fact that his counsel, as an agent, had the express authority to enter into the settlement reached on that day.

Accordingly, and pursuant to the agreement among the parties of October 24, 2007, the following is hereby ORDERED:

1. The defendants are to make payment to the plaintiff in the amount of \$325,000.00 within 60 days from the entry of this order.
2. Defendant Ace Masonry is ordered to pay off the remainder of its tax debt within 60 days.
3. Defendant Ace Masonry is ordered to promptly provide to the plaintiff clear title to his truck.
4. Defendant Ace Masonry is ordered to make the

arrangements necessary to pay off any existing loans or lines of credit for which the plaintiff has any obligation within 60 days from the entry of this order.

5. The defendants shall indemnify and defend the plaintiff for any debts or liabilities incurred by Ace Masonry, including but not limited to any debt owed to Colonial Bank or any other bank.

6. Upon the completion of items 1-5, the plaintiff is ordered to promptly relinquish and convey all his shares of stock in defendant Ace Masonry.

7. Upon completion of items 1-5, the plaintiff is ordered to promptly deliver to the defendants a quitclaim deed conveying any interest he may have to the Ace Masonry property, with the plaintiff's express warranty that he has done nothing to encumber title to the property since he left Ace Masonry.

8. The Court regards this as a final order with the above terms in th nature of injunctive relief commanding specific performance from the parties. Any other claims remaining in this case are hereby DISMISSED with prejudice, costs taxed as paid.

DONE and ORDERED on this 12th day of March, 2008.

/s/ Robert S. Vance, Jr.
Circuit Judge



20080404000137350 2/3 \$17.00
Shelby Cnty Judge of Probate, AL
04/04/2008 10:40:12AM FILED/CERT



20080404000137350 3/3 \$17.00
Shelby Cnty Judge of Probate, AL
04/04/2008 10:40:12AM FILED/CERT

I, Anne-Marie Adams, Clerk of the Circuit Court, of
Jefferson County, do hereby certify that the
foregoing is a true, correct and full copy of
the instrument herewith set out as appears of
record in said Court.

WITNESS my hand and the seal of said Court,
this

the _____ day of APR 02 2008

Anne-Marie Adams
CLERK

