

EXHIBIT B

SETTLEMENT AGREEMENT & RELEASE

THIS SETTLEMENT AGREEMENT & RELEASE ("Agreement") is made and entered into this 5 day of December 2008, between the Chicago Regional Council of Carpenters Pension Fund, Chicago Regional Council of Carpenters Health and Welfare Fund, and the Chicago Regional Council of Carpenters Apprentice and Trainee Fund, on one hand ("Trust Funds") and Rehab Construction Systems, Inc. ("REHAB") (collectively "Parties").

RECITALS

WHEREAS, REHAB, is signatory to a Collective Bargaining Agreement ("CBA") with the Chicago Regional Council of Carpenters ("Union");

WHEREAS, the CBA requires REHAB to submit monthly reports and to make timely fringe benefit contributions to the Trust Funds for its carpenter employees during the time periods it is signatory;

WHEREAS, the Trust Funds filed suit Chicago Regional Council of Carpenters Pension Fund, et al. v. Rehab Construction Systems, Inc., 08 CV 2513, to compel REHAB to submit reports for the period of July 2007 through the present, and to pay any amounts due upon submission of the reports;

WHEREAS, the parties to this Agreement have had the benefit of legal counsel and enter into this Agreement of their own free will and with full knowledge of the terms and provisions contained herein;

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE FOLLOWING IS AGREED:

1. **Incorporation of Preamble:** The Parties repeat the statements set forth above in the Recitals and incorporate those statements as though fully set forth herein.

2. **Payment:** REHAB agrees to pay the Trust Funds the Settlement Payment of \$75,000.00, representing the July 2007 through August 2008 reports and related fees and costs associated with collection of amounts owed, with the understanding that payments corresponding to the September 2008 and October 2008 reports will be paid on or before December 2, 2008. The Settlement Payment shall be payable in ten (10) equal monthly payments of \$7,500.00 beginning on or before January 15, ²⁰⁰⁹ ~~2008~~ and ending on or before November 15, 2009. The Settlement Payment shall be made by check made payable to the Chicago Regional Council of Carpenters Trust Funds and tendered to John Libby, Audit & Collections Supervisor for the Trust Funds.

3. **Timely Submission of Contributions:** REHAB shall remain current in its obligations to submit monthly reports and contributions to the Trust Funds at the time that this Agreement is executed and continuing thereafter as set forth in the CBA and Trust Agreements.

4. **Default:** Should REHAB default on its obligations to submit payments on the date that each is due pursuant to Paragraph 2 above or in the event that REHAB breaches any portion of this Agreement, REHAB agrees to consent to judgment being entered against it for the balance owed of \$75,000.00 plus all accrued interest, liquidated damages and attorney fees as authorized under 29 U.S.C. Section 1132 and the Trust Agreements. REHAB shall be given fourteen (14) days with which to cure any default before consenting to judgment under this provision.

To secure payment of the above stated amounts due, REHAB owner Mary Steward, individually, hereby authorizes irrevocably an attorney of any court of record to appear for the undersigned or either of them in such court, at any time after maturity, and confess a judgment, without process, in favor of the holder of this note for such amount as may appear to be unpaid

thereon together with reasonable cost of collection, including attorneys fees and to waive any errors which may intervene in any such proceedings, and consent to immediate execution upon judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof. This personal indemnification provision shall only be applicable if the Defendant is in default of its payments under this Agreement for a time period in excess of fourteen (14) days.

5. **Release:** In consideration for the above payment, The Trust Funds, for themselves, their trustees, participants, beneficiaries, agents, assigns, representatives, attorneys and employees, release and forever discharge REHAB, its owners, officers, directors, shareholders, successors, assigns, agents, representatives, attorneys, affiliates and employees from any and all claims which form the basis of the action in Chicago Regional Council of Carpenters Pension Fund, et al. v. Rehab Construction Systems, Inc., 08 CV 2513. This Agreement and Release specifically excludes any future or pending audits, withdrawal liability or any other action unknown to the Trust Funds by the date of this Agreement.

6. **Dismissal of Lawsuit:** Upon tender of a fully executed Settlement Agreement, Plaintiffs shall cause the appropriate order to be entered dismissing case no 08 CV 2513 with leave to reinstate on or before September 30, 2009.

7. **Entire Agreement:** This Settlement Agreement constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, if any, between the parties relating to the subject matter hereof. In the event that any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall not be affected.

8. **Advice of Counsel; No Other Representations:** Each of the parties to this Settlement Agreement and Release represents and warrants that in entering into this Settlement

Agreement and Release it has been fully advised or represented by legal counsel of its own independent selection, is familiar with the circumstances and disputes leading to this Settlement Agreement and Release, and is relying upon its own judgment and advice of its own respective counsel. Each party further represents, warrants and agrees that it has been in no way influenced whatsoever by any statement or representation made by any adverse party hereto, or any agent, employees, attorney, representative or servant thereof, except those statements or representations made expressly herein.

9. **Execution of the Document:** Each of the undersigned has read this Settlement Agreement, understands its contents, and is authorized to sign on behalf of the entities listed below. This document may be signed in separate counterparts which will have the same effect as if signed on one document. Photo copied or facsimile copied signatures shall have the same effect as the original signatures.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement and Release as of the date first above written.

CHICAGO REGIONAL COUNCIL OF
CARPENTERS FRINGE BENEFIT
TRUST FUNDS

REHAB CONSTRUCTION SYSTEMS, INC.

By: *[Signature]*

By: *Mary Steward*

Its: AUDIT & COLLECTIONS SUPERVISOR

Its: *Owner*

Date: December 5, 2008

Date: December 2, 2008

MARY STEWARD

By: *Mary Steward*

Date: December 3, 2008