

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is entered by and between the Trustees of the Will County Local 174 Carpenters Fringe Benefit Funds (collectively "Trustees") and Kimberly Kurtz d/b/a W.C. Langeland & Co., Inc. and d/b/a Langeland Construction Company (collectively "Kurtz").

RECITALS

WHEREAS, the Trustees brought litigation against Kurtz seeking unpaid fringe benefit contributions, liquidated damages and interest and such litigation is currently pending in the United States District Court for the Northern District of Illinois as Case No. 12 C 7848 ("the Lawsuit");

WHEREAS, the Trustees and Kurtz have determined to resolve this matter amicably between and among themselves;

NOW THEREFORE for and in consideration of the mutual promises contained herein, the actions to be taken by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustees and Kurtz agree and covenant as follows:

1. The Trustees and Kurtz covenant and agree to settle all claims between them for the sum total of Forty Seven Thousand Five Hundred Forty Four Dollars and Thirty Eight Cents (\$47,544.38). The payment shall be made on or before November 15, 2013. The payments described in this paragraph shall constitute full satisfaction of claims of the Trustees for unpaid fringe benefit contributions, liquidated damages, interest and attorney fees against Kurtz for the months of April 1, 2006 through December 31, 2012, which represents payment of the audit findings, fees, and costs for all findings except those associated with Mark Catenacci. This settlement is prefaced on Kurtz agreeing to pay union scale to all workers working on Kurtz jobs,

including all benefit rates, for those workers doing covered work now and in the future, pursuant to the collective bargaining agreements. Kurtz also warrants that all work being done on Kurtz jobs will be utilizing union workers, and Kurtz will ensure that all such work be done in accordance with all applicable union agreements, including the sections that require that Kurtz ensure that the prevailing rate, including benefits, be paid to anyone doing covered work, regardless of whether they are a direct employee of Kurtz.

2. Upon receipt of the \$47,544.38 payment referenced in Paragraph 1, the Trustees shall dismiss the Lawsuit without prejudice.

3. The Trustees and Kurtz each covenant and agree that the execution of this Settlement Agreement and General Release by each party and the fulfillment of any of the duties and obligations herein shall not be construed to constitute an admission of liability or of violation of law by any such party. The Settlement Agreement and General Release is executed by the parties hereto for the sole purpose of compromising and settling the matters involved in this dispute, and it is expressly understood and agreed, as a condition hereof, that this Agreement shall not constitute or be construed to be an admission of wrongdoing by any party or as any evidence of the alleged truthfulness or correctness of any claims asserted.

4. Upon receipt of the payment, the Trustees, for themselves, the Plans they administer, the participants and beneficiaries of these Plans, their past, present, and future agents, representatives, predecessors, successors, and assigns and their heirs and legal representatives, hereby release Kurtz and its officers, heirs, successors and assigns and any corporation or unincorporated business in which it or any owner, officer, director, partner, proprietor, together with any parents, subsidiaries, officers, directors, stockholders, affiliates, partners, employees, agents or representatives of such corporation or unincorporated business from any claims or

causes of action for discrepancies for the months of April 1, 2006 through December 31, 2006 PROVIDED THAT nothing in this release shall waive, hinder release or otherwise impair the Trustees' ability to obtain a fringe benefit compliance audit of Kurtz for any unaudited periods.

5. The Trustees and Kurtz warrant and covenant that each party has had independent legal advice in determining whether to enter into this Settlement Agreement and General Release.

6. The Trustees and Kurtz warrant and covenant that each has taken all action necessary to authorize execution of this Settlement Agreement and General Release, that this Settlement Agreement and General Release and each of its terms is binding, that each has the requisite power and authority to perform the acts stated herein, and that the undersigned signatories have full authority to bind that party.

7. This Settlement Agreement and General Release shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their representative successors, assigns, heirs and personal representatives, and each of them.

8. If any term or provision of this Settlement Agreement and General Release is declared to be invalid by a court of competent jurisdiction or if any term of provision of this Settlement Agreement and General Release conflicts with any applicable state or federal law, such term or provision shall be severable from, and shall not affect the validity of, any other term or provision of this Settlement Agreement and General Release.

9. This Settlement Agreement and General Release contains the entire understanding of the parties with respect to the subject matter hereof and there are no other agreements or understandings among the parties with respect to its subject matter; nor have there been any representations, express or implied, as to the subject matter herein. This Settlement Agreement

and General Release may be amended or modified only by a written instrument duly executed by each of the parties hereto prior to the effective date of any such agreement or modification.

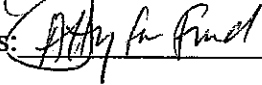
10. This Settlement Agreement and General Release may be executed simultaneously in counterparts, each of which shall be deemed to be an original.

11. All issues concerning this Settlement Agreement and General Release shall be construed under the law of the State of Illinois or, if applicable, federal law.

12. This Settlement Agreement and General Release is contingent upon the Court agreeing to retain jurisdiction to enforce the terms of this Agreement.

TRUSTEES OF THE WILL COUNTY LOCAL
174 PENSION TRUST FUND AND WELFARE FUND

By:  _____

Its:  _____

KIMBERLY KURTZ d/b/a W.C. LANGELAND & CO., INC. and d/b/a LANGLAND
CONSTRUCTION COMPANY

By: Kimberly A Kurtz Langeland Constructor

Its: 10-22-13