

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by and between the Laborers' Pension Fund and the Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity, and James S. Jorgensen, Administrator of the Funds (collectively hereinafter referred to as the "Funds") and Environmental Cleansing Corporation (the "Company"), and Matthew A. Konopko, as Guarantor of the installment note (the "Note") and the commercial security agreement ("Security Agreement") pursuant to Matthew A. Konopko's personal guaranty ("Guaranty"), in order to fully and finally settle and resolve any and all issues raised in the third-party litigation between the Funds and the Company, in Case No. 15 C 8532 (N.D. Ill.) (the "Lawsuit"). The Funds and the Company are collectively referred to hereinafter as the "Parties" and agree by and through their respective signatures below to the following:

1. Simultaneously with the execution of this Agreement, the Company, by and through its President, Matthew A. Konopko, will sign the Note, which is incorporated by reference and provides for payment of the total amount of \$277,427.01, and he will also sign the Guaranty and the Security Agreement, which are also incorporated into this Agreement, indicating that Mr. Konopko will personally guaranty the payment to the Funds in the amount of \$277,427.01. The amount of \$277,427.01 is the total amount owed, according to the Company's unpaid reports for December 2015 through April 2016 and including accumulated and note interest.

2. The Company shall also simultaneously with the execution of this Agreement, remit an up-front payment in the amount of \$65,003.25, which consists of twenty percent of amounts owed

to the Welfare, Retiree Welfare, and Pension Funds and the total amounts owed to the dues, training and other ancillary funds, plus accumulated interest. The Note further indicates that the Company will thereafter remit twenty-four monthly installment payments in the amount of \$8,850.99 each (consisting of \$3,575.18 to the Welfare Fund, \$1,443.28 to the Retiree Welfare Fund, and \$3,852.53 to the Pension Fund) for 24 consecutive months beginning on August 1, 2016 and ending on July 1, 2018. All of the installment note payments as described by the Note are referred to herein as the Settlement Payments and must be made in accordance with the terms and conditions provided in the Note. In addition to the amounts owed and paid under the Note, the Company agrees to report and pay all ongoing monthly contributions to the Funds as it is obligated under the terms of the collective bargaining agreement and the Funds' respective Agreements and Declarations of Trust and to maintain a bond consistent with the collective bargaining agreement.

3. The Parties agree that the Settlement Payments referred to in paragraphs 1 and 2 above and as described in paragraphs 1 through 6 of the Note represents a resolution of the Lawsuit for the outstanding amounts owed for unpaid reports for December 2015 through April 2016. The Company represents that it has properly reported contributions due to the Funds, for this period. However, the Funds' auditors have not reviewed the Company's contribution amounts for this period. As consideration for the Funds' acceptance of the Company's representation and the documentation submitted by the Company in support of such representations, the Company hereby agrees to permit the Funds the opportunity to audit the books and records of the corporation under the collective bargaining agreement, Trust Agreements and the Funds' Policies. Moreover, the Company agrees that it may be liable for contributions owed, in the event that an audit determines amounts owed to the Funds for this unaudited period. The Parties agree that after an audit report is presented to the

Company in the regular course of business, the Funds at their discretion may reinstate this cause or re-file an action against the Company seeking unpaid contributions for this time period.

4. In the event that the Company fails to maintain its obligations under this Agreement, the collective bargaining agreement and the Funds' respective Agreements and Declarations of Trust, including but not limited to its obligations to submit timely contribution reports and to make timely current contribution payments, the Company shall be deemed in default within ten (10) days after payments are due, or within ten days of a material breach of the terms of this Agreement or the Note and the Funds shall have the right to reinstate this action. Upon default, the Funds may declare the entire unpaid amounts immediately due and accelerate collection of the total balance owed (including unpaid monthly report payments plus the unpaid Note balance). The Funds, on motion in accord with the Court rules and notice to the Company at 16612 S. Crawford Avenue, Markham, Illinois 60428, shall be entitled to entry of judgment by the Court against the Company and against Matthew A. Konopko, individually. The Funds shall have leave to amend the Complaint seeking judgment against Matthew A. Konopko, without further notice, in order to obtain a judgment for all unpaid amounts due as described by this Agreement, the Note and Guaranty as well as for the reasonable attorneys' fees, incurred by the Funds in obtaining said judgment order.

5. Judgment will be entered for all unpaid amounts due plus reasonable attorneys' fees incurred by the Funds in their efforts to obtain compliance with this Agreement. Defendants, Environmental Cleansing Corporation, or Matthew Konopko will not be permitted to raise defenses to bar judgment of the unpaid balance other than payment. Plaintiffs are also entitled to judgment for reasonable attorneys' fees and costs incurred in connection with efforts to enforce the Agreement.

6. In consideration of the receipt of all amounts owed as described in paragraphs 1 and

2 above and the promises made by the Parties herein, the Funds hereby release and discharge the Company and each of their affiliates, parents, subsidiaries, divisions, partners, owners, stockholders, directors, officers, employees, agents, representatives, and their predecessors, successors, heirs, executors, administrators and assigns, agents, attorneys, representatives, trustees, administrators, and all persons acting by, through or under any of them jointly and severally, in their individual, fiduciary and corporate capacities, or any of them, of and from all actions, causes of action, grievances, suits, complaints or claims, arising out of the obligation to contribute to the Funds for the monthly reports submitted for the period from December 1, 2015 through April 30, 2016, with the exception of any delinquencies, which may be identified in an audit to be conducted at a future date within the Funds' discretion covering the Company's unaudited period to the present.

7. The Parties have agreed to execute a Stipulated Dismissal which will dismiss all claims asserted by the Funds against the Company in the Lawsuit after receipt by the Funds' counsel of record, Sara S. Schumann, of the up-front payment (as described in paragraph 2 above), and an original or copy of the executed Agreement, Note, Guaranty and Security Agreement. The Parties have agreed that in the event the Company fails to make the Settlement Payments pursuant to the schedule in the Note, or this Agreement, or otherwise materially breaches the terms of the Note or this Agreement— then either Party may reinstate the Lawsuit for the purpose of enforcing this Agreement and that the Funds may add Matthew A. Konopko as an individual defendant, pursuant to the Guaranty.

8. This Agreement is entered into solely for the purpose of settling disputed claims, and shall not be construed as an admission by either of the Parties of any (a) liability or wrongdoing; (b) violation of any statute, law regulation, collective bargaining agreement or declaration of trust; or

(c) waiver of defenses as to those matters within the scope of this Agreement. It is understood that the Parties do deny engaging in unlawful conduct, and this Agreement does not constitute an admission by either Party as to any violation of any law, regulation, collective bargaining agreement or declaration of trust.

9. This Agreement, the Note, the Guaranty and the Security Agreement constitute the entire Agreement between the Parties concerning the subject matter hereof and supersede all prior and contemporaneous oral and written agreements (if any) between the Parties relating to the subject matter hereof. This Agreement may be amended only by a written document signed by an authorized representative of the Funds and the Company.

10. Each of the undersigned has read this Agreement, understands its contents, has had the opportunity to and did negotiate over the terms of the Agreement, and is authorized to sign same on behalf of the entity as indicated below.

11. Each party signing this Agreement represents to the other party that it has the authority to release the claims, demands and causes of action that are purported to be released herein and confirm that said claims, demands, or causes of action have not been previously assigned to or owned by any other person or entity.

12. The Company may prepay the total amount due in the Agreement at any time. In the event of such a pre-payment, the Funds shall redetermine the balance owed as of the date of the pre-payment. The Company shall remain responsible for the full amount of the note interest as redetermined by the Funds.

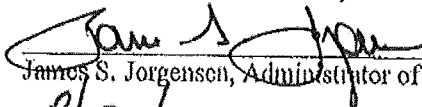
13. The Funds may without notice and without releasing liability of any party hereto grant extensions and/or renewals from time to time of any terms in this Agreement and in the Note.

No delay by the Funds in exercising any power or right hereunder and no partial exercise of such power or right shall operate in any way as a waiver of any subsequent exercise thereof. The Funds shall not be prejudiced by granting of an extension or a renewal of any term in the Agreement.

14. This document may be signed in separate counterparts which will have the same effect as if signed on one document. In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will remain enforceable.

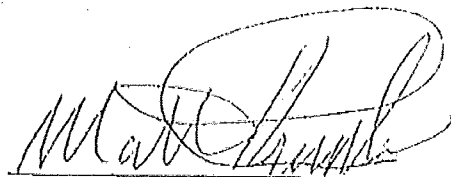
15. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. The Funds will request the United States District Court for the Northern District of Illinois, Eastern Division, to retain jurisdiction to enforce the terms of this Agreement and Note.

LABORERS' PENSION FUND and  
LABORERS' WELFARE TRUST FUND  
OF THE HEALTH AND WELFARE  
DEPARTMENT OF THE CONSTRUCTION  
AND GENERAL LABORERS' DISTRICT  
COUNCIL OF CHICAGO AND VICINITY,  
and JAMES S. JORGENSEN,

  
James S. Jorgensen, Administrator of the Funds

8/23/16  
Date

ENVIRONMENTAL CLEANSING  
CORPORATION,

  
Matthew A. Konopko, President

06-04-16  
Date