

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

1. For valuable consideration identified herein, the State of Indiana and the City of East Chicago, by and through Gregory F. Zoeller, Attorney General of Indiana, do hereby forever release, acquit and discharge Calumet Concrete and Masonry, Inc. (hereinafter "Calumet"), Robert J. Velligan, Jr., and all of Calumet's present and former members, officers, agents, employees and its successors, assigns, and insurers from any and all claims, demands, actions, including attorney's fees and costs, and causes of action of each and every kind whatsoever, if any, arising out of the claims asserted in the lawsuit captioned *State of Indiana, and the City of East Chicago, ex. rel. Gregory F. Zoeller, Attorney General of Indiana v. Robert A. Pastrick, et al.*, filed in the United States District Court for the Northern District of Indiana, Hammond Division, under Cause Number 3:04-cv-0506 (hereinafter referred to as the "Lawsuit").

2. As part of this Release and Agreement, Calumet hereby forever releases, acquits and discharges the State of Indiana, Attorney General of Indiana, and the City of East Chicago, and all their present and former members, officers, agents, employees, and successors known and unknown from any and all claims, demands, actions, including attorney's fees and costs, including but not limited to the lawsuit captioned *Calumet Concrete and Masonry, Inc., et al. vs. City, East Chicago, Ind./Ind. Political Subdiv.*, 45D03-0411-CC-01407, and causes of action of each and every kind whatsoever, if any, arising out of the claims

asserted in the Lawsuit, and any claim which could have been raised, and any claim that may exist as of the date of the execution of this Release and Agreement.

3. Calumet agrees to dismiss with prejudice its claims against the City of East Chicago in the lawsuit captioned *Calumet Concrete and Masonry, Inc., et al. vs. City, East Chicago, Ind./Ind. Political Subdiv.* filed in Cause No. 45D03-0411-CC-01407 and to take any and all other action necessary to carry out the purpose and intent of this Release and Agreement.

4. The undersigned recognize that this Release and Agreement evidences the full, final, and complete settlement of disputed and doubtful claims and that it is made for the purpose of compromise only and to avoid litigation between the parties; that said settlement does not in any manner constitute an admission of liability on the part of Calumet, its successors, assigns, or agents, for any injury, expenses, or damages which the State or its citizens may have sustained as a result of these allegations and the undersigned, Gregory F. Zoeller, Attorney General for the State of Indiana, does hereby promise and agree that the State will not hereafter assert any further claims on behalf of any person, firm, or corporation against Calumet and its successors, assigns, or agents, for any past, present or future losses or damages as a result of the allegations stated within the Complaint filed in the Lawsuit.

5. As part of this Release and Agreement, Robert J. Velligan, Jr., as principal and president of Calumet Concrete and Masonry, Inc., acknowledges

his guilty plea as to two counts of tax fraud for tax years 1999 and 2000 under Case Number 2:04-cr-017 captioned *United States of America v. Robert J. Velligan, Jr.* resulting in his incarceration served at the Oxford Federal Work Camp, Oxford, Wisconsin and criminal restitution as of April 4, 2008 of Seventy-one Thousand, Four Hundred and seventy-four Dollars (\$71,474.00) and federal tax liability of Five-Hundred and Eighty Four Thousand, Six Hundred and Fifty Dollars and Fifty Cents (\$584,650.50) for tax year 1999, One Hundred and Ninety-Nine Thousand, Five Dollars and Seventy Cents (\$199,005.70) for tax year 2000 and Twenty-Eight Thousand, Nine Hundred and Seventy-Four Dollars and Sixty Nine Cents (\$28,974.69) for tax year 2001.

6. The State of Indiana and the City of East Chicago agree to dismiss with prejudice their claims against Calumet in the Lawsuit and to take any and all other action necessary to carry out the purpose and intent of this Release and Agreement.

7. Calumet represents and warrants that it has not heretofore assigned or transferred (or purported to assign or transfer) to any person or entity any of these claims such as has been released in this Release and Agreement.

8. Calumet acknowledges and agrees that its promises, obligations, actions, and undertakings pursuant to this Release and Agreement are supported by good and sufficient consideration.

9. In the event of any litigation arising out of or relating to this Release and Agreement, the prevailing party shall recover from the non-prevailing party all costs and expenses paid or incurred by the prevailing party in such proceeding, including but not limited to reasonable attorneys' fees, expert witness fees, and any fees or expenses initially paid or shared by, or initially allocated to, such prevailing party.

10. This Release and Agreement shall be governed by and construed in accordance with the substantive laws of the State of Indiana, without regard to conflicts-of-law principles, unless otherwise preempted by federal law.

11. Each of the parties to this Release and Agreement represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, causes of action, or defenses referred to in this Release and Agreement, and that the signatory for each party signing this Release and Agreement has the right and authority to execute this Release and Agreement.

12. This Release and Agreement may be executed in one or more counterparts, each of which shall be deemed original and all of which shall constitute a single agreement.

13. This Release and Agreement shall be binding upon and inure to the benefit of the parties to this Release and Agreement and each of their respective predecessors, successors, and assigns, as well as any entities with which any of them have merged or consolidated, or with which any of them may merge or consolidate in the future. None of the provisions of this Release and Agreement

are intended to be, nor shall they be deemed to be, for the benefit of any other person or entity, including but not limited to the other named defendants in the Lawsuit.

14. If any provision of this Release and Agreement is unlawful, invalid, or unenforceable for any reason that does not affect the remaining provisions of this Release and Agreement, then all such remaining provisions shall be valid and enforceable as if the unlawful, invalid, or unenforceable provision or provisions had not been included in this Release and Agreement.

15. The language of all parts of the Release and Agreement shall be in all cases construed as a whole, according to its fair meaning and not strictly construed for or against the drafter.

16. Each of the parties to this Release and Agreement understands, agrees and intends that this Release and Agreement shall completely and finally resolve, compromise, and settle all actual and potential litigation and claims between and among them concerning the Lawsuit. The parties to this Release and Agreement further agree after execution of this Release and Agreement each will, upon reasonable request of the other or its counsel, execute and deliver such other documents and instruments and take such other actions as may be required or reasonably necessary to carry out the provisions or intent of this Release and Agreement.

17. This Release and Agreement shall not be filed with the Court.

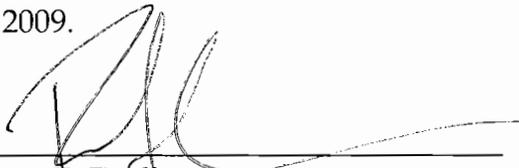
18. It is expressly warranted by the parties to this Release and Agreement that no promise or inducement has been offered except as set forth herein; that this Release and Agreement is executed without reliance upon any statement or representation of the parties or persons released, or their representatives, concerning the nature and extent of the injuries, damages and/or legal liability therefore; that acceptance of the consideration set forth herein is in full accord and satisfaction of a disputed claim for which liability is expressly denied.

19. Each of the persons executing this Release and Agreement on behalf of a party to this Release and Agreement represents that he is expressly authorized to do so by such party.

**ENTERED INTO BY THE PARTIES OR THEIR COUNSEL AS EVIDENCED
BY THEIR SIGNATURES ON THE DATES NOTED:**

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, the undersigned, Gregory F. Zoeller, by Deputy Attorney General Patricia Orloff Erdmann, has executed this Release and Agreement this 15th day of May, 2009.



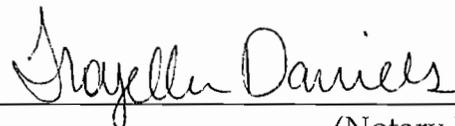
Gregory F. Zoeller
by Deputy Attorney General
Patricia Orloff Erdmann

On behalf of the State of Indiana, ex. rel.
Gregory F. Zoeller, Attorney General of
Indiana, and the City of East Chicago,
ex. rel. Gregory F. Zoeller, Attorney
General of Indiana

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Gregory F. Zoeller by Patricia Orloff Erdmann and acknowledged the execution of the foregoing Release and Agreement as her free and voluntary act and deed.

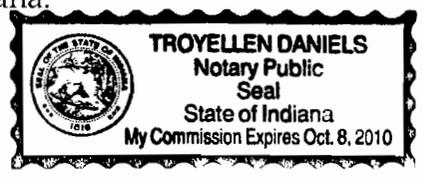
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15th day of May, 2009.



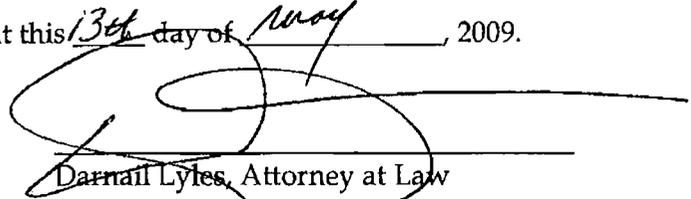
(Notary Public)

I am a resident of Marion County, State of Indiana.

My commission expires: Oct. 8, 2010



IN WITNESS WHEREOF, the undersigned, Darnail Lyles, has executed this Release and Agreement this 13th day of May, 2009.


Darnail Lyles, Attorney at Law

On behalf of the City of East Chicago
In *Calumet Concrete and Masonry, Inc.,
et al. vs. City, East Chicago, Ind./Ind.
Political Subdiv.*

STATE OF INDIANA)
) SS:
COUNTY OF Lake)

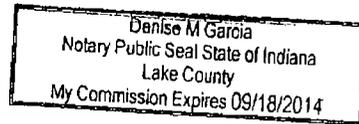
Before me, a Notary Public in and for said County and State, personally appeared Darnail Lyles and acknowledged the execution of the foregoing Release and Agreement as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13 day of May, 2009.


(Notary Public)

I am a resident of Lake County, State of Indiana.

My commission expires: 9/18/2014.



IN WITNESS WHEREOF, the undersigned, Calumet Concrete and
Masonry, Inc., by its counsel, has executed this Release and Agreement this 11th
day of May, 2009.

By: Paul A. Velligan
Paul A. Velligan, Attorney at Law

On behalf of Calumet Concrete
and Masonry, Inc.

STATE OF INDIANA)
) SS:
COUNTY OF Lake)

Before me, a Notary Public in and for said County and State, personally
appeared Calumet Concrete and Masonry, Inc. by Paul Velligan
(name) and acknowledged the execution of the foregoing Release and Agreement
as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 11 day of May, 2009.



[Signature]
(Notary Public)

I am a resident of Lake County, State of Indiana.

My commission expires: January 16, 2015.

IN WITNESS WHEREOF, the undersigned, Calumet Concrete and
Masonry, Inc., by its counsel, has executed this Release and Agreement this 11th
day of May, 2009.



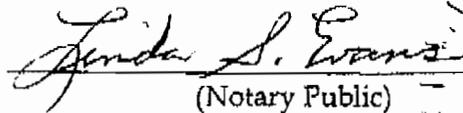
David Saks, Attorney at Law

On behalf of Calumet Concrete and
Masonry, Inc. in Calumet Concrete and
Masonry, Inc., et al. vs. City, East Chicago,
Ind./Ind. Political Subdiv.

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally
appeared Calumet Concrete and Masonry, Inc. by David Saks, Attorney
(name) and acknowledged the execution of the foregoing Release and Agreement
as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 11th day of MAY, 2009.



(Notary Public)



I am a resident of LAKE County, State of Indiana.

My commission expires: 2-8-15