

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter the "Agreement") is made and entered into as of this 14th day of January, 2014 (the "Effective Date"), by and among the State of Connecticut (the "State"), H. I. Stone & Son, Inc., including its present and former affiliates, subsidiaries, predecessors, successors and assigns and all officers, directors, employees, of the foregoing ("H. I. Stone") and Harry H. Stone, III ("Chuck Stone"). The State, H. I. Stone and Chuck Stone may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, H. I. Stone is a corporation with a principal place of business at 313 Main Street North, Southbury, Connecticut which engages in general contracting services, including snowplowing services for the Town of Southbury, Connecticut;

WHEREAS, Chuck Stone is an individual residing at 70 Pine Hill Road, Southbury, Connecticut and is, and has at all relevant times been, the Vice President and part-owner of H. I. Stone;

WHEREAS, the Connecticut Office of the Attorney General ("OAG") has conducted an investigation into the conduct of H. I. Stone and Chuck Stone, among others, in or around October and November, 2011, and with regard to the Town of Southbury's bid for snow removal services for the 2011-2012 winter snowplowing season and beyond (the "Investigation").

WHEREAS, a civil action is currently pending among the Parties in the Superior Court of the State of Connecticut, styled as *State of Connecticut v. H.I. Stone & Son, Inc. et al.*, Docket No. HHD-CV-13-6046436-S (the "Litigation") in which the OAG, on behalf of the State, filed the operative complaint on October 30, 2013 ("Complaint");

WHEREAS, the State has alleged in the Complaint that H. I. Stone and Chuck Stone, among others, engaged in an unlawful group boycott and/or refusal to deal by jointly refusing to provide snowplowing services to the Town of Southbury unless they obtained a longer-term guaranteed minimum for snowplowing work;

WHEREAS, the State has also alleged that H. I. Stone and Chuck Stone, among others, entered into and engaged in an unlawful conspiracy to suppress and eliminate competition by rigging a bid for the provision of snow removal and/or snowplowing services to the Town of Southbury, Connecticut;

WHEREAS, the State contends that these actions constitute two (2) separate *per se* violations of the Connecticut Antitrust Act, as well as separate violations of the Connecticut Unfair Trade Practices Act;

WHEREAS, H. I. Stone and Chuck Stone neither admit nor deny the allegations in the Complaint;

WHEREAS, the OAG finds the relief and agreements contained in this Agreement appropriate and in the public interest;

NOW THEREFORE, intending to be legally bound and in consideration of the mutual promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose and Scope

The purpose of this Agreement is to resolve completely and for all time the Litigation and to preclude any and all potential future litigation that the State may institute or could institute against the Parties based on conduct described in the Complaint.

2. Withdrawal of the Litigation

Within seven (7) days of the Effective Date, the State shall file a Withdrawal of the Litigation with regard to H. I. Stone and Chuck Stone, with prejudice and without costs, in the form attached hereto as Exhibit A.

3. Payment of Civil Penalty

Subject to all of the terms and conditions contained in this Agreement, and upon execution of this Agreement, a total payment shall be made to the State in the amount of Thirty Thousand Dollars (\$30,000.00) (the "Settlement Amount"), as a civil penalty for the conduct alleged in the Complaint, within three (3) days of the Effective Date.

4. H. I. Stone Undertakings

As consideration for resolving the Litigation, H. I. Stone agrees to take the following actions with respect to its business practices. H. I. Stone's obligation to undertake any and all of the following actions will expire at the end of the 2016 calendar year.

(a) **Plowing for the Town of Southbury.** Starting with the 2013-2014 winter snowplowing season and continuing through the end of the 2015-2016 winter season, for a total of three (3) winter snowplowing seasons, H. I. Stone shall make two (2) plow trucks – falling within the category of single axle truck, minimum 40,000 pounds – available to the Town of Southbury for plowing services at a rate of \$95 per hour (per truck), and shall perform all snowplowing services requested by the Town at that rate. If the Town of Southbury elects not to use one or more of the trucks made available pursuant to the terms of this Agreement during a particular winter snowplowing season, it will notify H. I. Stone of its decision by no later than July 31st of that year, at which point H. I. Stone will be permitted to utilize the truck(s) for other snowplowing services during that particular winter season.

(b) **Antitrust Compliance Program.** H. I. Stone shall establish and maintain an antitrust and competition training and compliance program (the “Compliance program”), completion of which shall be required on an annual basis for all of H. I. Stone's officers, directors and employees whose responsibilities concern sales, marketing, bidding, contracting and customer relations. On an annual basis, and no later than the anniversary of the Effective Date of this Agreement each year, H. I. Stone shall submit a copy to the OAG of the Compliance program.

(c) **Compliance with the Law.** H. I. Stone and Chuck Stone shall not, directly or indirectly, enter into any contract, agreement, combination or understanding with any person in violation of any federal or state antitrust or consumer protection laws.

(d) **Notice.** For the next three (3) years after the Effective Date of this Agreement, H. I. Stone and Chuck Stone shall notify the OAG that it has complied with the

terms and conditions of this Agreement generally, and specifically with regard to Section 4, on or before the yearly anniversary of the Effective Date of this Agreement.

5. Release

Subject to the payment of the Settlement Amount and in consideration for the undertakings of H. I. Stone and Chuck Stone enumerated above, the OAG hereby releases H. I. Stone and each of its past and present parents, subsidiaries, divisions, successors, predecessors, assignors and assigns, and their respective current and former directors, officers, and employees, and Chuck Stone (collectively, the "Releasees") from each and every claim that the OAG has made or could have made relating to the acts, practices or course of conduct identified in the Complaint.

6. No Additional Relief

Upon execution of this Agreement and payment of the Settlement Amount, no additional relief, monetary or otherwise, will be sought by the State from H. I. Stone and Chuck Stone in connection with the Litigation or the conduct described in the Complaint, provided, however, that this provision shall not impact whatever rights the OAG has to enforce the terms of this Agreement.

7. Representations and Warranties

H. I. Stone and Chuck Stone represent and warrant that:

- (a) Each has the authority to enter into this Agreement;
- (b) Each has taken all necessary corporate actions to approve the making and performance of this Agreement and no further corporate or other internal approval is necessary;
- (c) The making and performance of this Agreement will not violate any provision of H. I. Stone's articles of incorporation, charter or by-laws; and
- (d) Each has signed this Agreement of its own free act and that in making this Agreement it has obtained the advice of competent legal counsel.

8. Entire Agreement

This Agreement, including the exhibit attached hereto, constitutes all agreements between the Parties. Any representations, promises or statements not set forth in this Agreement shall be of no force and effect. This Agreement shall not be amended or modified in any way without the written consent of all of the Parties. This Agreement shall not be construed against any Party preparing it, but shall be construed as if all Parties jointly prepared the Agreement and any uncertainty or ambiguity shall not be interpreted against any one Party.

9. Enforcement

The OAG may make such application as appropriate to enforce or interpret the provisions of this Agreement or, in the alternative, maintain any action within its legal authority for such other relief as the OAG may determine in its sole discretion is proper and necessary for the enforcement of this Agreement.

10. Choice of Law and Forum

The Parties agree that any suit, action or proceeding arising under or concerning this Agreement shall be brought only in the Superior Court for the Judicial District of Hartford, which shall have exclusive jurisdiction, and that the law of the State of Connecticut shall govern any such matters.

11. Execution

This Agreement may be executed in duplicate counterparts, each of which shall constitute an original and all of which together shall be deemed a single document.

12. Effective Date

The Effective Date of this Agreement shall be the date upon which all of the Parties have executed this Agreement.

13. Notice

Any notice or other writing required or permitted to be given under this Agreement shall be sufficient if made as follows:

To The OAG:

Michael E. Cole
Chief, Antitrust and Government Program Fraud Department
Office of the Attorney General
P.O. Box 120
Hartford, CT 06141-0120

To H. I. Stone and Chuck Stone:

Ralph Crozier, Esq.
Ralph C. Crozier, LLC
7 Wakeley Street
Seymour, CT 06483

14. General Provisions

(a) The acceptance of this Agreement by the OAG shall not be deemed approval by the OAG of any of H. I. Stone's business practices, and H. I. Stone and Chuck Stone shall make no representation to the contrary.

(b) The Parties agree that this Agreement constitutes an obligation of H. I. Stone and Chuck Stone legally enforceable by the OAG in accordance with its terms.

(c) The Parties agree that this Agreement constitutes an obligation of H. I. Stone and Chuck Stone legally enforceable in the event of a violation.

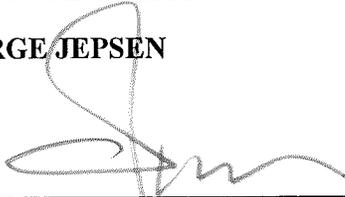
(d) The provisions of this Agreement shall apply to H. I. Stone and to each of its officers, agents, employees, successors and assigns, including specifically Chuck Stone.

(e) Neither this Agreement, nor any acts performed nor documents executed in furtherance of this Agreement, are an admission of liability nor shall they be construed as evidence of any liability of H. I. Stone or Chuck Stone.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, affix their signatures hereto:

THE STATE OF CONNECTICUT

GEORGE JEPSEN

A handwritten signature in black ink, appearing to read 'G. Jepsen', written over a horizontal line.

Attorney General of the State of Connecticut
55 Elm Street, P.O. Box 120
Hartford, CT 06141-0120

H. I. STONE & SON, INC.

By 

Harry H. Stone, III
313 Main Street North
Southbury, CT 06488

HARRY H. STONE, III

By 

Harry H. Stone, III
70 Pine Hill Road
Southbury, CT 06488

EXHIBIT A

Withdrawal

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter the "Agreement") is made and entered into as of this 4th day of January, 2014 (the "Effective Date"), by and among the State of Connecticut (the "State"), S & S Asphalt Paving, Inc., including its present and former affiliates, subsidiaries, predecessors, successors and assigns and all officers, directors, employees, of the foregoing ("S & S Asphalt") and Kevin W Starchak ("Kevin Starchak"). The State, S & S Asphalt and Kevin Starchak may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, S & S Asphalt is a corporation with a principal place of business at 680 Main Street South, Southbury, Connecticut which engages in general contracting services, including snowplowing services for the Town of Southbury, Connecticut;

WHEREAS, Kevin Starchak is an individual residing at 65 Fox Road, Woodbury, Connecticut and is, and has at all relevant times been, the President and co-owner of S & S Asphalt Paving;

WHEREAS, the Connecticut Office of the Attorney General ("OAG") has conducted an investigation into the conduct of S & S Asphalt and Kevin Starchak, among others, in or around October and November, 2011, and with regard to the Town of Southbury's bid for snow removal services for the 2011-2012 winter snowplowing season and beyond (the "Investigation").

WHEREAS, a civil action is currently pending among the Parties in the Superior Court of the State of Connecticut, styled as *State of Connecticut v. H.I. Stone & Son, Inc. et al.*, Docket No. HHD-CV-13-6046436-S (the "Litigation") in which the OAG, on behalf of the State, filed the operative complaint on October 30, 2013 ("Complaint");

WHEREAS, the State has alleged in the Complaint that S & S Asphalt and Kevin Starchak, among others, engaged in an unlawful group boycott and/or refusal to deal by jointly refusing to provide snowplowing services to the Town of Southbury unless they obtained a longer-term guaranteed minimum for snowplowing work;

WHEREAS, the State has also alleged that S & S Asphalt and Kevin Starchak, among others, entered into and engaged in an unlawful conspiracy to suppress and eliminate competition by rigging a bid for the provision of snow removal and/or snowplowing services to the Town of Southbury, Connecticut;

WHEREAS, the State contends that these actions constitute two (2) separate *per se* violations of the Connecticut Antitrust Act, as well as separate violations of the Connecticut Unfair Trade Practices Act;

WHEREAS, S & S Asphalt and Kevin Starchak neither admit nor deny the allegations in the Complaint;

WHEREAS, the OAG finds the relief and agreements contained in this Agreement appropriate and in the public interest;

NOW THEREFORE, intending to be legally bound and in consideration of the mutual promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose and Scope

The purpose of this Agreement is to resolve completely and for all time the Litigation and to preclude any and all potential future litigation that the State may institute or could institute against the Parties based on conduct described in the Complaint.

2. Withdrawal of the Litigation

Within seven (7) days of the Effective Date, the State shall file a Withdrawal of the Litigation with regard to S & S Asphalt and Kevin Starchak, with prejudice and without costs, in the form attached hereto as Exhibit A.

3. Payment of Civil Penalty

Subject to all of the terms and conditions contained in this Agreement, and upon execution of this Agreement, a total payment shall be made to the State in the amount of Thirty Thousand Dollars (\$30,000.00) (the "Settlement Amount"), as a civil penalty for the conduct alleged in the Complaint, within three (3) days of the Effective Date.

4. S & S Asphalt Undertakings

As consideration for resolving the Litigation, S & S Asphalt agrees to take the following actions with respect to its business practices. S & S Asphalt's obligation to undertake any and all of the following actions will expire at the end of the 2016 calendar year.

(a) **Plowing for the Town of Southbury.** Starting with the 2013-2014 winter snowplowing season and continuing through the end of the 2015-2016 winter season, for a total of three (3) winter snowplowing seasons, S & S Asphalt shall make one (1) plow truck – falling within the category of single axle truck, minimum 40,000 pounds – available to the Town of Southbury for plowing services at a rate of \$95 per hour, and shall perform all snowplowing services requested by the Town at that rate. If the Town of Southbury elects not to use the truck made available pursuant to the terms of this Agreement during a particular winter snowplowing season, it will notify S & S Asphalt of its decision by no later than July 31st of that year, at which point S & S Asphalt will be permitted to utilize the truck for other snowplowing services during that particular winter season.

(b) **Antitrust Compliance Program.** S & S Asphalt shall establish and maintain an antitrust and competition training and compliance program (the “Compliance program”), completion of which shall be required on an annual basis for all of S & S Asphalt's officers, directors and employees whose responsibilities concern sales, marketing, bidding, contracting and customer relations. On an annual basis, and no later than the anniversary of the Effective Date of this Agreement each year, S & S Asphalt shall submit a copy to the OAG of the Compliance program.

(c) **Compliance with the Law.** S & S Asphalt and Kevin Starchak shall not, directly or indirectly, enter into any contract, agreement, combination or understanding with any person in violation of any federal or state antitrust or consumer protection laws.

(d) **Notice.** For the next three (3) years after the Effective Date of this Agreement, S & S Asphalt and Kevin Starchak shall notify the OAG that it has complied with

the terms and conditions of this Agreement generally, and specifically with regard to Section 4, on or before the yearly anniversary of the Effective Date of this Agreement.

5. Release

Subject to the payment of the Settlement Amount and in consideration for the undertakings of S & S Asphalt and Kevin Starchak enumerated above, the OAG hereby releases S & S Asphalt and each of its past and present parents, subsidiaries, divisions, successors, predecessors, assignors and assigns, and their respective current and former directors, officers, and employees, and Kevin Starchak (collectively, the "Releasees") from each and every claim that the OAG has made or could have made relating to the acts, practices or course of conduct identified in the Complaint.

6. No Additional Relief

Upon execution of this Agreement and payment of the Settlement Amount, no additional relief, monetary or otherwise, will be sought by the State from S & S Asphalt and Kevin Starchak in connection with the Litigation or the conduct described in the Complaint, provided, however, that this provision shall not impact whatever rights the OAG has to enforce the terms of this Agreement.

7. Representations and Warranties

S & S Asphalt and Kevin Starchak represent and warrant that:

- (a) Each has the authority to enter into this Agreement;
- (b) Each has taken all necessary corporate actions to approve the making and performance of this Agreement and no further corporate or other internal approval is necessary;
- (c) The making and performance of this Agreement will not violate any provision of S & S Asphalt's articles of incorporation, charter or by-laws; and
- (d) Each has signed this Agreement of its own free act and that in making this Agreement it has obtained the advice of competent legal counsel.

8. Entire Agreement

This Agreement, including the exhibit attached hereto, constitutes all agreements between the Parties. Any representations, promises or statements not set forth in this Agreement shall be of no force and effect. This Agreement shall not be amended or modified in any way without the written consent of all of the Parties. This Agreement shall not be construed against any Party preparing it, but shall be construed as if all Parties jointly prepared the Agreement and any uncertainty or ambiguity shall not be interpreted against any one Party.

9. Enforcement

The OAG may make such application as appropriate to enforce or interpret the provisions of this Agreement or, in the alternative, maintain any action within its legal authority for such other relief as the OAG may determine in its sole discretion is proper and necessary for the enforcement of this Agreement.

10. Choice of Law and Forum

The Parties agree that any suit, action or proceeding arising under or concerning this Agreement shall be brought only in the Superior Court for the Judicial District of Hartford, which shall have exclusive jurisdiction, and that the law of the State of Connecticut shall govern any such matters.

11. Execution

This Agreement may be executed in duplicate counterparts, each of which shall constitute an original and all of which together shall be deemed a single document.

12. Effective Date

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13. Notice

Any notice or other writing required or permitted to be given under this Agreement shall be sufficient if made as follows:

To The OAG:

Michael E. Cole
Chief, Antitrust and Government Program Fraud Department
Office of the Attorney General
P.O. Box 120
Hartford, CT 06141-0120

To S & S Asphalt and Kevin Starchak:

Thomas G. Parisot, Esq.
Secor, Cassidy & McPartland, P.C.
41 Church Street
P.O. Box 2818
Waterbury, CT 06723-2818

14. General Provisions

(a) The acceptance of this Agreement by the OAG shall not be deemed approval by the OAG of any of S & S Asphalt's business practices, and S & S Asphalt and Kevin Starchak shall make no representation to the contrary.

(b) The Parties agree that this Agreement constitutes an obligation of S & S Asphalt and Kevin Starchak legally enforceable by the OAG in accordance with its terms.

(c) The Parties agree that this Agreement constitutes an obligation of S & S Asphalt and Kevin Starchak legally enforceable in the event of a violation.

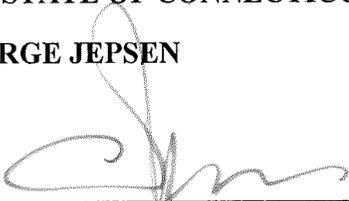
(d) The provisions of this Agreement shall apply to S & S Asphalt and to each of its officers, agents, employees, successors and assigns, including specifically Kevin Starchak.

(3) Neither this Agreement, nor any acts performed nor documents executed in furtherance of this Agreement, are an admission of liability nor shall they be construed as evidence of any liability of S & S Asphalt or Kevin Starchak.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, affix their signatures hereto:

THE STATE OF CONNECTICUT

GEORGE JEPSEN

A handwritten signature in black ink, appearing to read "G. Jepsen", written over a horizontal line.

Attorney General of the State of Connecticut
55 Elm Street, P.O. Box 120
Hartford, CT 06141-0120

S & S ASPHALT PAVING, INC.

By Kevin W. Starchak - Pres.
Kevin W. Starchak, President
680 Main Street South
Southbury, CT 06488

KEVIN W. STARCHAK

By Kevin W. Starchak
Kevin W. Starchak
65 Fox Road
Woodbury, CT 06798

EXHIBIT A

Withdrawal

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter the "Agreement") is made and entered into as of this 14th day of January, 2014 (the "Effective Date"), by and among the State of Connecticut (the "State"), Stone Construction Company, Inc., including its present and former affiliates, subsidiaries, predecessors, successors and assigns and all officers, directors, employees, of the foregoing ("Stone Construction") and George H. Stone, Jr. ("George Stone"). The State, Stone Construction and George Stone may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, Stone Construction is a corporation with a principal place of business at 168 Main Street South, Southbury, Connecticut which engages in general contracting services, including snowplowing services for the Town of Southbury, Connecticut;

WHEREAS, George Stone is an individual residing at 314 Main Street North, Southbury, Connecticut and is, and has at all relevant times been, the President and owner of Stone Construction;

WHEREAS, the Connecticut Office of the Attorney General ("OAG") has conducted an investigation into the conduct of Stone Construction and George Stone, among others, in or around October and November, 2011, and with regard to the Town of Southbury's bid for snow removal services for the 2011-2012 winter snowplowing season and beyond (the "Investigation").

WHEREAS, a civil action is currently pending among the Parties in the Superior Court of the State of Connecticut, styled as *State of Connecticut v. H.I. Stone & Son, Inc. et al.*, Docket No. HHD-CV-13-6046436-S (the "Litigation") in which the OAG, on behalf of the State, filed the operative complaint on October 30, 2013 ("Complaint");

WHEREAS, the State has alleged in the Complaint that Stone Construction and George Stone, among others, engaged in an unlawful group boycott and/or refusal to deal by jointly

refusing to provide snowplowing services to the Town of Southbury unless they obtained a longer-term guaranteed minimum for snowplowing work;

WHEREAS, the State has also alleged that Stone Construction and George Stone, among others, entered into and engaged in an unlawful conspiracy to suppress and eliminate competition by rigging a bid for the provision of snow removal and/or snowplowing services to the Town of Southbury, Connecticut;

WHEREAS, the State contends that these actions constitute two (2) separate *per se* violations of the Connecticut Antitrust Act, as well as separate violations of the Connecticut Unfair Trade Practices Act;

WHEREAS, Stone Construction and George Stone neither admit nor deny the allegations in the Complaint;

WHEREAS, the OAG finds the relief and agreements contained in this Agreement appropriate and in the public interest;

NOW THEREFORE, intending to be legally bound and in consideration of the mutual promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose and Scope

The purpose of this Agreement is to resolve completely and for all time the Litigation and to preclude any and all potential future litigation that the State may institute or could institute against the Parties based on conduct described in the Complaint.

2. Withdrawal of the Litigation

Within seven (7) days of the Effective Date, the State shall file a Withdrawal of the Litigation with regard to Stone Construction and George Stone, with prejudice and without costs, in the form attached hereto as Exhibit A.

3. Payment of Civil Penalty

Subject to all of the terms and conditions contained in this Agreement, and upon execution of this Agreement, a total payment shall be made to the State in the amount of Thirty

Thousand Dollars (\$30,000.00) (the "Settlement Amount"), as a civil penalty for the conduct alleged in the Complaint, within three (3) days of the Effective Date.

4. Stone Construction Undertakings

As consideration for resolving the Litigation, Stone Construction agrees to take the following actions with respect to its business practices. Stone Construction's obligation to undertake any and all of the following actions will expire at the end of the 2016 calendar year.

(a) **Plowing for the Town of Southbury.** Starting with the 2013-2014 winter snowplowing season and continuing through the end of the 2015-2016 winter season, for a total of three (3) winter snowplowing seasons, Stone Construction shall make two (2) plow trucks – falling within the category of single axle truck, minimum 40,000 pounds – available to the Town of Southbury for plowing services at a rate of \$95 per hour (per truck), and shall perform all snowplowing services requested by the Town at that rate. If the Town of Southbury elects not to use one or more of the trucks made available pursuant to the terms of this Agreement during a particular winter snowplowing season, it will notify Stone Construction of its decision by no later than July 31st of that year, at which point Stone Construction will be permitted to utilize the truck(s) for other snowplowing services during that particular winter season.

(b) **Antitrust Compliance Program.** Stone Construction shall establish and maintain an antitrust and competition training and compliance program (the "Compliance program"), completion of which shall be required on an annual basis for all of Stone Construction's officers, directors and employees whose responsibilities concern sales, marketing, bidding, contracting and customer relations. On an annual basis, and no later than the anniversary of the Effective Date of this Agreement each year, Stone Construction shall submit a copy to the OAG of the Compliance program.

(c) **Compliance with the Law.** Stone Construction and George Stone shall not, directly or indirectly, enter into any contract, agreement, combination or understanding with any person in violation of any federal or state antitrust or consumer protection laws.

(d) **Notice.** For the next three (3) years after the Effective Date of this Agreement, Stone Construction and George Stone shall notify the OAG that it has complied with the terms and conditions of this Agreement generally, and specifically with regard to Section 4, on or before the yearly anniversary of the Effective Date of this Agreement.

5. Release

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7. Representations and Warranties

Stone Construction and George Stone represent and warrant that:

- (a) Each has the authority to enter into this Agreement;
- (b) Each has taken all necessary corporate actions to approve the making and performance of this Agreement and no further corporate or other internal approval is necessary;
- (c) The making and performance of this Agreement will not violate any provision of Stone Construction's articles of incorporation, charter or by-laws; and
- (d) Each has signed this Agreement of its own free act and that in making this Agreement it has obtained the advice of competent legal counsel.

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10. Choice of Law and Forum

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13. Notice

Any notice or other writing required or permitted to be given under this Agreement shall be sufficient if made as follows:

To The OAG:
Michael E. Cole
Chief, Antitrust and Government Program Fraud Department
Office of the Attorney General
P.O. Box 120
Hartford, CT 06141-0120

To Stone Construction and George Stone:
Martin Rader, Esq.
Pinney Payne, P.C.
17 Downs Street
Danbury, CT 06810

14. General Provisions

(a) The acceptance of this Agreement by the OAG shall not be deemed approval by the OAG of any of Stone Construction's business practices, and Stone Construction and George Stone shall make no representation to the contrary.

(b) The Parties agree that this Agreement constitutes an obligation of Stone Construction and George Stone legally enforceable by the OAG in accordance with its terms.

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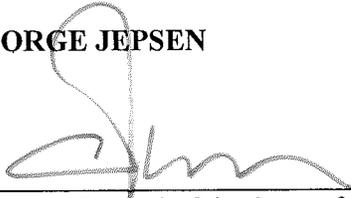
(d) The provisions of this Agreement shall apply to Stone Construction and to each of its officers, agents, employees, successors and assigns, including specifically George Stone.

(e) Neither this Agreement, nor any acts performed nor documents executed in furtherance of this Agreement, are an admission of liability nor shall they be construed as evidence of any liability of Stone Construction or George Stone.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, affix their signatures hereto:

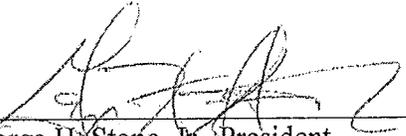
THE STATE OF CONNECTICUT

GEORGE JEPSEN

A handwritten signature in black ink, appearing to read "G. Jepsen", written over a horizontal line.

Attorney General of the State of Connecticut
55 Elm Street, P.O. Box 120
Hartford, CT 06141-0120

STONE CONSTRUCTION COMPANY, INC.

By 
George H. Stone, Jr., President
168 Main Street South
Southbury, CT 06488

GEORGE H. STONE, JR.

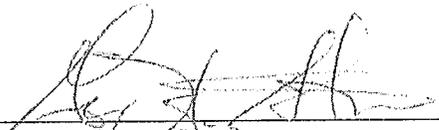
By 
George H. Stone, Jr.
314 Main Street North
Southbury, CT 06488

EXHIBIT A

Withdrawal