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CLERK'S OFFICE

JUN 22 2004

STATE OF ILLINOIS
Pollution Control Board

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

MORRY GABEL, MYRA GABEL, DON)
FOREMAN, MARSHA FOREMAN, KEITH)
PINSONEAULT and TRACY PINSONEAULT,)

Complainants,)

vs.)

No. PCB 03-38

THE WEALSHIRE, INC., an Illinois)
Corporation,)

Respondent.)

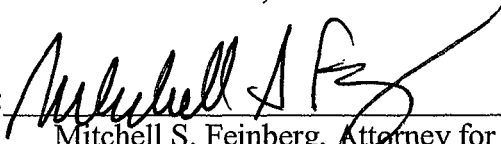
NOTICE OF FILING

Bradley P. Halloran, Hearing Officer
Illinois Pollution Control Board
100 W. Randolph – Suite 11-500
Chicago, IL 60601
FAX: 312-814-3669

Bruce T. Logan
Ash, Anos, Freedman & Logan, L.L.C.
77 W. Washington – Suite 1211
Chicago, IL 60602
FAX: 312-346-7847

PLEASE TAKE NOTICE that on the 22nd day of June, 2004, there was filed with the Illinois Pollution Control Board the attached **Joint Motion for Voluntary Dismissal and Settlement Agreement**, copies of which are herewith served upon you.

CHUHAK & TECSON, P.C.

By: 

Mitchell S. Feinberg, Attorney for
Complainants

Mitchell S. Feinberg
CHUHAK & TECSON, P.C.
Attorney for Complainants
30 S. Wacker Drive – Suite 2600
Chicago, IL 60606
312-444-9300
Firm ID No. 70693

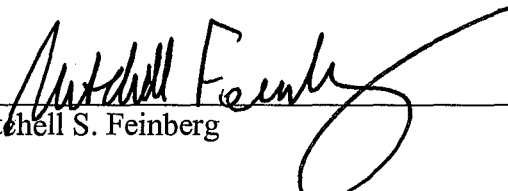
AFFIDAVIT OF SERVICE

The undersigned, being first duly sworn on oath, deposes and says that he caused to be served the above and foregoing Notice of Filing and Joint Motion for Voluntary Dismissal and Settlement Agreement, by sending a copy to:

Bradley P. Halloran, Hearing Officer
Illinois Pollution Control Board
100 W. Randolph – Suite 11-500
Chicago, IL 60601
FAX: 312-814-3669

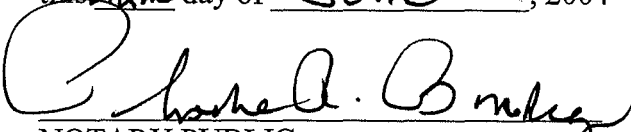
Bruce T. Logan
Ash, Anos, Freedman & Logan, L.L.C.
77 W. Washington Street – Suite 211
Chicago, IL 60602
FAX: 312-346-7847

by depositing same in the U.S. Mail Chute at 30 S. Wacker Drive, Chicago, Illinois 60606, with proper postage prepaid, before 5:00 p.m. on June 22, 2004.

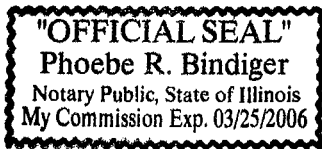


Mitchell S. Feinberg

SUBSCRIBED AND SWORN to before me
this 22nd day of June, 2004



NOTARY PUBLIC



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STATE OF ILLINOIS
Pollution Control Board

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

STATE OF ILLINOIS
POLLUTION CONTROL BOARD
100 W. RANDOLPH STREET, SUITE 11-500
CHICAGO, ILLINOIS 60601

MORRY GABEL, MYRA GABEL,)
DON FOREMAN, MARSHA FOREMAN,)
KEITH PINSONEAULT and TRACY PINSONEAULT.)

Complainant,)

vs.)

No. PCB 03-38

THE WEALSHIRE, INC., an)
ILLINOIS CORPORATION.)

Respondent.)

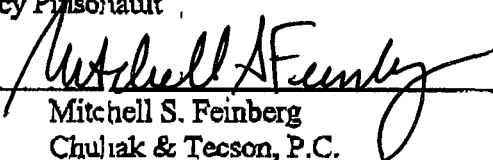
JOINT MOTION FOR VOLUNTARY DISMISSAL

NOW COME the Complainants, MORRY GABEL, MYRA GABEL, DON FOREMAN, MARSHA FOREMAN, KEITH PINSONEAULT and TRACY PINSONEAULT, by their Attorneys, Mitchell S. Feinberg of Chuhak & Tecson, P.C., and the Defendant, THE WEALSHIRE, INC., by its Attorneys, Bruce T. Logan of Ash, Anos, Freedman & Logan, L.L.C., and jointly move that this cause be dismissed, without prejudice. The parties entered into a Settlement Agreement on mutually agreeable terms following Defendant's modifications to its chiller units. Under the Settlement Agreement, the parties will conduct joint testing and the Respondent will perform further modification(s) if the unit is not within the statutory Illinois sound measurement limits, and the Complainants, in their sole discretion, determine the sound level is unacceptable to them. The parties further agree that the Complainants reserve their right to refile their complaint.

WHEREFORE, the parties jointly move for an order of voluntary dismissal without prejudice to re-filing.

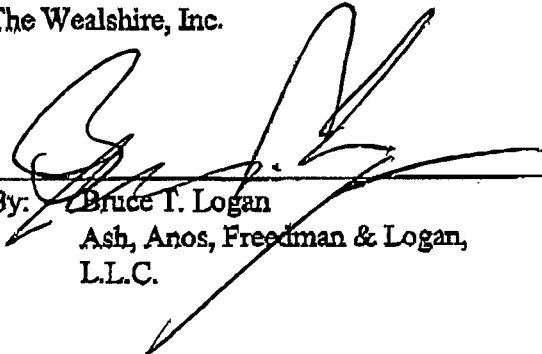
COMPLAINANTS:

Morry Gabel, Myra Gabel, Donald Foreman
Marsha Foreman, Keith Pinsonault, and
Tracy Pinsonault

By: 
Mitchell S. Feinberg
Chuhak & Tecson, P.C.

RESPONDENT:

The Wealshire, Inc.

By: 
Bruce T. Logan
Ash, Anos, Freedman & Logan,
L.L.C.

Mitchell S. Feinberg
CHUHAK & TECSON, P.C.
30 S. Wacker Drive -- Suite 2600
Chicago, IL 60606
312-444-9300
Firm ID No 70693
Attorneys for Complainants

Bruce T. Logan
Ash, Anos, Freedman & Logan, L.L.C.
77 West Washington Street
Chicago, IL 60602
312-346-1389
Attorneys for Respondent

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STATE OF ILLINOIS
Pollution Control Board

SETTLEMENT AGREEMENT

NOW COMES THE WEALSHIRE, INC. (herein the "Owner") and MORRY GABEL, MYRA GABEL, DON FOREMAN, MARSHA FOREMAN, KEITH PINSONAULT, and TRACY PINSONEAULT (herein the "Complainants"), and enter into this Settlement Agreement upon the following:

WHEREAS, the Complainants filed a Formal Complaint before the Illinois Pollution Control Board which is currently pending under PCB 03-38 concerning allegations of noise pollution emanating from the chiller system on the Owner's property at 150 Jamestown Lane, Lincolnshire, Illinois 60069; and

WHEREAS, the parties have now completed discovery, including taking the depositions of the Complainants, the depositions of the Owner's employees and officers, namely, Arnold Goldberg and Ralph Chapman, and the depositions of the Complainants' expert, Gregory Zak and the Owner's expert, Timothy O'Neill; and

WHEREAS, during the period following the filing of the Formal Complaint, the Owner has made certain improvements and modifications to the chiller system; and

WHEREAS, the chiller equipment will be placed back into operation on or about May 15, 2004 for the summer cooling season; and

WHEREAS, the parties have resolved to try to conclude the dispute between themselves without proceeding to hearing on the Formal Complaint at this time; and

WHEREAS, the parties have reached a mutual understanding and agreement.

NOW, WHEREFORE, upon the good and valuable mutual promises as set forth herein, the sufficiency of which is acknowledged by the parties, the parties do agree as follows:

1. The Complainants will voluntarily dismiss the pending Formal Complaint, without prejudice, and subject to future refiling at any point in time.

2. The Owner agrees that should the Complainants refile a Formal Complaint before the Illinois Pollution Control Board, that the Owner will not assert defenses to such a re-filing based upon *laches*, *res judicata*, the statute of limitations, or any other defense related to the voluntary dismissal. Nothing herein shall be deemed a waiver by the Owner of the Owner's right to a defense on the merits.

3. The parties agree that within 30 days of the chiller units being back in operation, they will schedule a joint meeting of Gregory Zak and Timothy O'Neill at The Wealshire to conduct sound testings of the chiller units to determine if the modifications and changes made have improved the noise level. The testing will be performed by Gregory Zak and Timothy O'Neill will observe. It is agreed by the parties that the ambient sound level will be taken at the same site as the sound level testing site. The Owner agrees to arrange for the chiller units to be turned on and off at the direction of Gregory Zak during the testing.

4. The notes and test results of Mr. Zak and Mr. O'Neill will be exchanged between them and made available to the parties' attorneys as soon as they are available.

5. If the testing shows that the sound coming from the chiller units is within the statutory level or it is determined by the Complainants that the level is acceptable to the Complainants in their sole discretion, the Complainants agree not to refile their Formal Complaint, so long as the sound remains within the statutory level or continues to be acceptable to Complainants.

6. If the testing determines that the sound emanating from the chiller units is not within the statutory standard and the Complainants in their sole discretion determine that the

sound level is unacceptable to them, the parties agree to mutually work toward additional modifications to further ameliorate the sound emanating from the chiller units, as soon as practicable and without undue delay.

7. In determining what, if any, additional modifications shall be made, the Owner intends to employ Timothy O'Neill of O'Neill Engineered Systems, Inc. to make formal written recommendations to the Owner. Once they are received, they will be given to Mr. Zak and to the Complainants' attorney for their review and comment.

8. If the proposed additional modifications require the approval of the Village of Lincolnshire, then it is agreed by the Complainants that the Owner will be given sufficient time to obtain the approvals, provided the Owner acts reasonably and with due diligence in applying for and obtaining the approvals.

9. If there is any additional modifications made to the chiller units, then there shall be additional testing of the chiller units under the same criteria as provided for above. If the chiller units still do not fall within the statutory standard, then the Complainants in their sole discretion may either negotiate further with the Owner, or Complainants may refile their Formal Complaint. The Owner may agree to make further modifications. The information gained from any tests conducted under the terms of this Settlement Agreement or such other and further testing that they may have performed may be used by the parties in any future proceeding.

10. If a Formal Complaint is filed within 2 years of the date of this Settlement Agreement, the parties agree that only the depositions of the parties' expert witnesses and consultants and any additional or new witnesses shall be taken. The depositions of the Complainants and the previously deposed employees of the Owner, i.e. Arnold Goldberg and

Ralph Chapman, may not be taken except by mutual agreement. Nothing herein shall prevent said Complainants or Owner's employees from testifying at any hearing on a re-filed complaint.

11. This Settlement Agreement contains the entire agreement of the parties. The parties have had the advice and counsel of their respective attorneys and warrant and represent that they have been informed and are fully informed as to the terms and provisions of this Settlement Agreement. This Settlement Agreement shall be interpreted as mutually drafted by the parties.

12. This Settlement Agreement may be signed in counterpart and exchanged, and each Agreement so signed and exchanged shall constitute an original Agreement.

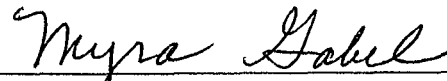
SIGNED as of this ____ day of May, 2004.

THE WEALSHIRE, INC.

By: Its President



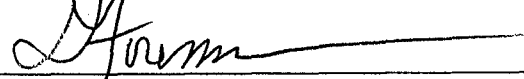
MORRY GABEL



MYRA GABEL



DON FOREMAN



MARSHA FOREMAN



KEITH PINSONNEAULT



TRACY PINSONNEAULT

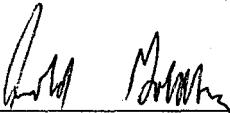
Ralph Chapman, may not be taken except by mutual agreement. Nothing herein shall prevent said Complainants or Owner's employees from testifying at any hearing on a re-filed complaint.

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12. This Settlement Agreement may be signed in counterpart and exchanged, and each Agreement so signed and exchanged shall constitute an original Agreement.

SIGNED as of this ____ day of May, 2004.

THE WEALSHIRE, INC.


By: Its President

MORRY GABEL

MYRA GABEL

DON FOREMAN

MARSHA FOREMAN

KEITH PINSONEAULT

TRACY PINSONEAULT