

ASSIGNMENT OF CLAIMS AGREEMENT

I. PARTIES

The parties to this Assignment of Claims Agreement (the "Assignment") are as follows:

1. GILBANE BUILDING COMPANY ("Gilbane") a Rhode Island Corporation, authorized to do business in Illinois.
2. THE BOARD OF EDUCATION OF PLEASANTDALE SCHOOL DISTRICT 107 ("PSD") a body corporate and politic in the state of Illinois.

II. CONSIDERATION AND TERMS

1. Gilbane, for valuable consideration, including the execution and performance by PSD of all obligations under a separate, confidential, settlement agreement, (the "Gilbane Settlement"), hereby assigns all rights, claims, and causes of action (the "Claims") which Gilbane has, or may come to have, against its trade contractor Kiefer Specialty Flooring, Inc. ("Kiefer"), and any of Kiefer's predecessor, successor, parent, subsidiary, affiliate, and member corporations and companies, and all of their past, present, and future owners, partners, officers, directors, stockholders, shareholders, insurers, coinsurers, reinsurers, sureties, representatives, servants, employees, subsidiaries, affiliates and partners, arising out of or related in any material way to Kiefer's work on the gymnasium floor at Pleasantdale Middle School in or around the calendar year of 2007 pursuant to Gilbane's contract with Kiefer, Agreement # 43137-000, made as of February 22, 2007, inclusive of any applicable Change Orders (the "Project" or "Kiefer Contract," attached hereto as Exhibit A). The parties agree that the Claims specifically include any claims arising in law and equity, including any claims based on contract, including but not limited to the Kiefer Contract, warranty, tort, or statutory causes of action. The parties further agree that the Claims also include without limitation any rights to indemnification or contribution from Kiefer related to any amounts Gilbane paid to PSD related to the Project.
2. Gilbane warrants that there is no contractual provision or any other written or oral agreement prohibiting or limiting in any way Gilbane from assigning these Claims to PSD. Gilbane further warrants that it is not aware of any law that would nullify or void in whole or in part this Assignment.
3. This Assignment is effective as of the date the Parties have fully executed the Gilbane Settlement.
4. Gilbane further agrees to (a) provide all documents and information reasonably related to the Claims, and to (b) cooperate, including providing reasonable access to its witnesses and information, at its own costs, with any litigation related activity which PSD may initiate, and which is reasonably necessary to the prosecution of the claims.

5. PSD, for valuable consideration, agrees to accept this Assignment, and further agrees that it will take sole responsibility for prosecuting any Claims, and bear all legal fees, expenses, and costs associated therewith except for those responsibilities and costs Gilbane agrees to bear pursuant to Section II.4 of this Assignment.
6. This constitutes the entire agreement between the parties with respect to the assignment of claims in question, and the parties agree, that except as set forth herein, that no representations, warranties, or promises have been made or relied upon by any party hereto.
7. No provision of this Assignment may be waived, modified, or amended except by written agreement by the parties.
8. The failure of a party to insist upon strict adherence to any obligation of this Assignment shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Assignment. No waiver by the parties of any failure to keep or perform any covenant or condition hereof shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant or condition.
9. If any provision of the Assignment is held to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired or invalidated. The parties to this Assignment agree that to the extent that any provision of the Assignment could be more narrowly drawn so as not to be invalid, void, or unenforceable, then it shall be so narrowly drawn without invalidating the remaining provisions of this Assignment.
10. This Assignment of Claims Agreement shall be construed in all respects in accordance with and governed by the laws and decision of the State of Illinois without regard to its choice of law provisions. Each of the Parties consents to exclusive jurisdiction in the the State of Illinois and the exclusive venue in the Circuit Courts of Illinois or the U.S. District Court, Northern District of Illinois, eastern Division, as permitted by applicable law. Each of the Parties waives any and all rights to contest jurisdiction and venue.
- ~~10.~~ 11. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Assignment or a signature transmitted by facsimile or electronic mail will have the same effect as an original signature.

III. SIGNATURES

GILBANE BUILDING COMPANY

By: _____

Date: _____

Its: _____

Subscribed and sworn to me this _____ day of _____, 2018.

Notary Public, State of _____

My Commission Expires: _____

THE BOARD OF EDUCATION OF PLEASANTDALE SCHOOL DISTRICT 107

By: _____

Date: _____

Its: _____

Subscribed and sworn to me this _____ day of _____, 2018.

Notary Public, State of _____

My Commission Expires: _____