

SETTLEMENT AGREEMENT

This Agreement is made and entered into effective as of April 27, 2004, by and between KB Home, Kaufman & Broad of Northern California, Inc., Kaufman & Broad of Southern California, Inc., Kaufman & Broad Land Company, Kaufman & Broad of San Diego, Inc., Lewis Homes of California, and Lewis Development Company (collectively, the "KB Entities"), and Consolidated Industries Corp. ("Consolidated") (collectively, the "Parties").

I. FACTUAL RECITALS

1.1 This Agreement is entered into with reference to the following facts:

1.2 Between approximately 1983 and 1993, the KB Entities developed, built, and/or constructed numerous residences containing furnaces manufactured by Consolidated containing NOx rods under various trade and brand names (the "Consolidated NOx Furnaces"). The KB Entities represent that, upon becoming aware of the Consumer Product Safety Commission release dated September 27, 2000, it waived its protections under California Code of Civil Procedure Section 337.15, if any, by replacing and/or fully or partially reimbursing the cost to replace approximately 2,150 Consolidated NOx Furnaces, of which approximately 197 were Addison brand furnaces. For the purposes of this Agreement, all of the Consolidated NOx furnaces replaced by the KB Entities or homeowners (who received full or partial reimbursement from the KB Entities) prior to the date of this Agreement are referred to herein as the "Replaced Consolidated NOx Furnaces."

1.3 Certain disputes and disagreements have arisen or may arise between the Parties concerning the Replaced Consolidated NOx Furnaces.

1.4 As a result of the disputes and disagreements referred to in paragraph 1.3 above, the KB Entities commenced a lawsuit which is now pending in Los Angeles County Superior Court, entitled KB Home, et al. v. Consolidated Industries, Corp., et al., Case No. BC 250181 (the "KB Action"). In the KB Action, the KB Entities assert claims for strict liability, negligence, breach of warranty, and fraud, and, as to each such claim, seek damages in excess of \$5 million.

1.5 In or about February 1994, John Salah, et al., commenced a proposed class action lawsuit in Santa Clara County Superior Court, entitled Salah, et al. v. Consolidated Industries, Inc., et al., Case No. CV 738376 (the "Salah Action") against Consolidated and others on behalf of owners of certain Consolidated furnaces.

1.6 In February 2002, the plaintiffs in the Salah Action entered into a classwide settlement agreement with Consolidated (the "Class Settlement"). On or about February 22, 2002, the court in the Salah Action granted preliminary approval of the Class Settlement and conditionally certified a settlement class defined as:

All Persons who were, are, or become Owners of Furnaces and/or who have asserted, or could assert, claims in any way arising out of or relating to Furnaces, and all subrogees, assignees, successors, and other Persons or Representatives who have asserted or could assert any such claims by, through, or on behalf of such past, current, and future Owners and/or residents and occupants of such Residences. Excluded from the Settlement Class are all Persons to the extent that they properly and timely opt out pursuant to the Consolidated Stipulation of Settlement. As used herein, Person means any individual, proprietorship, corporation, partnership, association, trustee, unincorporated association, or any other type of legal entity. As used herein, Owner means a Person who: (a) owns a Residence that contains or previously contained a Furnace; (b) received an assignment of rights from a Person who owns a Residence that contains or previously contained a Furnace; (c) replaced (or paid for the replacement of) a Furnace at no cost to the owner of a residence that contains or previously contained a Furnace; and/or (d) had or has any claim or right against Consolidated in any way arising out of or relating to one or more Furnaces. As used herein, Furnace means a horizontal

gas furnace manufactured by Consolidated Industries Corp. containing NOx rods. As used herein, Residences means all structures, including homes, townhomes, condominiums, apartments, mobile homes, and other types of buildings or structures, in which Furnaces were installed.

1.7 Absent a proper request for exclusion, the KB Entities are members of the Salah Class.

1.8 In May 2002, the KB Entities opted out of the Salah Class.

1.9 In June 2002, the court in the Salah Action granted final approval to the Class Settlement.

1.10 Section 7.3 of the Class Settlement provides, in part: "At any time after the entry of the Final Approval Order, any Person who has elected to opt out of this Stipulation may withdraw that election only upon receiving the written consent of Consolidated and Court approval."

1.11 It is now the desire and intention of the Parties to settle all of the KB Entities' claims against the released parties set forth in Section 5.1 below relating to or arising out of the Replaced Consolidated NOx Furnaces that are referred to in paragraph 1.3 above, and/or that are referred to in the KB Action. Pursuant to this desire, and in consideration of the mutual promises contained herein, the Parties agree as follows:

II. COURT APPROVAL OF THE SETTLEMENT

2.1 Within five days after both the execution of this Agreement and the execution of the written funding agreement referenced in Section 3.1, the Parties shall provide to counsel for the Salah class a proposed stipulation and order regarding the KB Entities' withdrawal of their election to opt out of the Salah Class and for the reinstatement of such Entities as members of the Salah Class for all purposes consistent with this Agreement. In particular, and without limitation, the stipulation and order referenced in this Section 2.1 shall

provide that, notwithstanding any provision of the Class Settlement, by re-entering the Salah Class, the KB Entities do not release Enodis Corporation f/k/a Welbilt Corporation ("Welbilt"), Welbilt Holding Company ("Holding"), Marion Antonini, Daniel Yih, Richard Hirsch, David Hirsch, or Lawrence Gross (Messers Antonini, Yih, Hirsch, Hirsch, and Gross shall be referred to as the "Individuals"). The Parties shall cooperate in securing approval by class counsel and the Salah court for the KB Entities' re-entry into the Salah Class (the "Salah Approval Order").

2.2 Within ten days after notice of the entry of the Salah Approval Order, Consolidated shall file with the court in the KB Action, a motion or application for a determination that this Agreement constitutes a good faith settlement pursuant to California Code of Civil Procedure Section 877.6. The determination of good faith and the order entered pursuant thereto (the "Good Faith Order") shall provide that this Agreement was made in good faith, and that any and all implied or equitable claims or cross-claims against Consolidated relating to the Replaced Consolidated NOx Furnaces for contribution and/or indemnity, whether partial, total, comparative, or otherwise, are completely and forever barred and dismissed with prejudice and shall not be the basis of any action, proceeding, arbitration, lawsuit, or claim against Consolidated, Consolidated's insurers, or any of their successors, predecessors, subsidiaries, parents, affiliates, related entities, divisions, components, shareholders, employees, agents, representatives, officers, directors, attorneys, or insurers.

2.3 Within fifteen business days after notice of the entry of both the Salah Approval Order and the Good Faith Order, Consolidated shall file a motion in the United States Bankruptcy Court, Northern District of Indiana, Hammond Division at Lafayette, Case No. 98-40533, for an order granting approval of this Agreement and the funding agreement referenced in Section 3.1 (the "Bankruptcy Court Approval Order").

III. SETTLEMENT TERMINATION

3.1 This Agreement and each of the obligations set forth herein are subject to and expressly conditioned upon the execution of a written funding agreement between Consolidated and one or more of its insurers. If such written funding agreement is not fully executed within five days after the execution of this Agreement -- which deadline may be extended only upon written consent of the KB Entities -- this Agreement shall be null and void. Notwithstanding any provision in this Agreement, execution of this Agreement by the Trustee shall not constitute approval of this Agreement by the Trustee, Consolidated, or Consolidated's insurers unless and until the funding agreement referenced in this Section 3.1 is fully executed.

3.2 This Agreement and each of the obligations set forth herein are subject to and expressly conditioned upon the entry of the orders referenced in Sections 2.1, 2.2, and 2.3 in a form agreeable to the Parties and upon such orders becoming final. Orders and rulings shall be final for purposes of this Agreement when the time for any appeal has expired or, if any appeal is taken, when the orders or rulings are affirmed and no further or additional review is available. If (a) any of the orders referenced in Sections 2.1, 2.2, and 2.3 are not entered by the respective trial and bankruptcy courts by December 31, 2005 and/or (b) if any ruling that reverses or sets aside any of the orders referenced in Sections 2.1, 2.2, and 2.3 becomes final, this Agreement shall automatically terminate.

3.3 If either or both of the payments referenced in Sections 4.2 and 4.3 below are not made, the KB Entities shall have the right to terminate this Agreement.

3.4 If this Agreement is terminated for any reason after any of the payments referenced in Sections 4.2 or 4.3 are made, the KB Entities shall return such payment(s) to Consolidated's counsel within fifteen days after notice of such termination.

IV. CONSIDERATION

4.1 Within five days after receipt of the payments referenced in Sections 4.2 and 4.3 below, the KB Entities shall execute, file, and serve a request for dismissal with prejudice of each and all of their respective purported claims regarding the Replaced Consolidated NOx Furnaces against Consolidated in the KB Action and all other claims, if any, without prejudice. The Court shall retain jurisdiction to set aside such dismissal nunc pro tunc in the event that this Agreement is terminated for any reason. Upon termination of this Agreement, if the Court fails or refuses to set aside the dismissal and the KB Entities file a new complaint asserting the same claims as in the Fourth Amended Complaint in the KB Action, such re-filed claims shall be treated, for statute of limitations purposes, as if they were never dismissed pursuant to this Agreement.

4.2 Within five days after notice of entry of both the Salah Approval Order and the Good Faith Order, Consolidated shall advise Vy Le at Poorman-Douglas (the administrator of the Class Settlement) to distribute to the KB Entities a check in the amount of \$585,900 as the KB Entities' total benefits under the Class Settlement. Such check shall be made payable to KB Home and shall be sent to Greg Dillion at Newmeyer & Dillion.

4.3 In addition to the payment in Section 4.2, KB shall receive a payment equal to one-third of the undisbursed funds from the Addison class action settlement that are transferred to the Consolidated settlement fund pursuant to the terms of the Salah Court's March 12, 2003 Order. Such check shall be made payable to KB Home and shall be sent to Greg Dillion at Newmeyer & Dillion no later than 20 days after notice of the transfer of the undisbursed Addison funds and the entry of both the Salah Approval Order and the Good Faith Order.

4.4 The law firm of White & MacDonald, counsel for the Consolidated settlement class in the Salah Action, shall receive a payment equal to one-third of the undisbursed funds from the Addison class action settlement that are transferred to the Consolidated settlement fund pursuant to the terms of the Salah Court's March 12, 2003 Order, in consideration for the benefits such counsel conferred on KB during its representation in the Salah Action. Such check shall be made payable to the firm of White & MacDonald and shall be sent to Rob MacDonald at White & MacDonald no later than 20 days after notice of the transfer of the undisbursed Addison funds and the entry of both the Salah Approval Order and the Good Faith Order.

4.5 The Bankruptcy Court Approval Order shall provide that the KB Entities shall be allowed a pre-petition general unsecured claim in the amount of \$925,000 (the "KB Unsecured Claim"), which amount shall be the compromised amount of KB's warranty claims against the Consolidated chapter 7 estate. The Bankruptcy Court Approval Order shall further provide that the KB Unsecured Claim shall not be subject to any further objection by any party in interest. The entry of the Bankruptcy Court Approval Order shall automatically allow the KB Unsecured Claim without any further need for filing a proof of claim with the Bankruptcy Court. However, at the Trustee's discretion, he may request that the KB Entities complete and file a proof of claim form in the above amount and, if such request is made, the KB Entities agree that they shall promptly file such proof of claim form. In the event that they fail to do so, the Trustee may file the proof of claim form on behalf of the KB Entities.

4.6 Pursuant to Section 7.3 of the Class Settlement, the KB Entities hereby agree to withdraw their election to opt out of the Salah Class, and Consolidated hereby consents to such withdrawal.

4.7 Notwithstanding any other provision of this Agreement, except as to the estate's obligation as to the KB Unsecured Claim, neither the Trustee, Consolidated, nor the estate shall have any personal obligation to provide any monies or benefits to the KB Entities or their counsel.

V. RELEASES

5.1 Except for the obligations and rights created by this Agreement, including the KB Unsecured Claim, the KB Entities, and each of them, on behalf of themselves and their agents, representatives, partners, joint venturers, affiliates, attorneys, predecessors, successors, heirs, assigns, insurers, and any other person or entity claiming by or through them, in their capacities as such, hereby release and absolutely and forever discharge Consolidated and its insurers, in their capacities as such, of and from any and all claims, demands, debts, damages, liabilities, accounts, obligations, costs, expenses, liens, rights, matters, losses, actions, and causes of action of every kind or nature whatsoever, whether now known or unknown, suspected or unsuspected, asserted or unasserted, which any of the KB Entities now have, or at any time ever had, or hereafter may have, regardless of legal theory or type or amount of relief or damages claimed, which in any way arises out of, is based on, or relates in any way to the Replaced Consolidated NOx Furnaces, the disputes or disagreements referred to in paragraph 1.3 above, and/or the matters alleged concerning the Replaced Consolidated NOx Furnaces or that could have been alleged in the KB Action (all of which are hereinafter referred to as and are included within "the Released Matters"). Notwithstanding this Section 5.1, any other provision of this Agreement, or any provision of the Class Settlement, the KB Entities do not release any claims against Welbilt, Holding, or the Individuals.

5.2 It is the intention of the KB Entities in executing this Agreement and in receiving the consideration called for in this Agreement that this Agreement shall be effective as a full and final general release of the Released Matters. The KB Entities acknowledge that they are familiar with California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims to which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The KB Entities waive and relinquish any right or benefit which they have or may have under Section 1542 to the full extent that they may lawfully waive such rights and benefits pertaining to the subject matter of this Agreement. In connection with such waiver and relinquishment, the KB Entities acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of this Agreement or any Party hereto; but it is the KB Entities' intention to fully, finally, and forever settle and release all of the claims and matters released in paragraph 5.1 above, whether known or unknown, suspected or unsuspected, which now exist, hereinafter may exist, or heretofore may have existed. In furtherance of this intention, the releases herein shall be and remain in effect as full and complete general releases of the Released Matters by the KB Entities of Consolidated and the other releasees, notwithstanding the discovery or existence of any such additional or different claims or facts.

5.3 The KB Entities warrant and represent to Consolidated that they are the only persons or entities having any right, title, or interest in and to any claim or cause of action

relating to any Released Matter, and that no such claim or cause of action or any portion thereof has heretofore been or purported to be assigned, granted, or transferred in any way to any other person or entity, whether voluntarily or involuntarily, by operation of law, or otherwise.

5.4 Consolidated agrees that the KB Unsecured Claim will be treated in accordance with 11 U.S.C. Section 726. The KB Entities agree that they shall not transfer, assign, sell, settle, release, modify, withdraw, or in any way whatsoever reduce, eliminate, or impair the KB Unsecured Claim without the express written consent of the Trustee, which consent may be unreasonably withheld. The KB Entities further agree that they shall not enter into any agreement with Welbilt, Holding, or any of the Individuals, or any person or entity acting for or affiliated with Welbilt, Holding, or any of the Individuals, or any of their respective successors, assigns or affiliates which would have the effect of: (1) releasing Welbilt, Holding, or any of the Individuals from any claims for alter ego, veil piercing or successor to liability or breach of fiduciary duty or any other similar claims or causes of action; or (2) causing the KB Unsecured Claim to be disallowed, released, withdrawn or in any way no longer capable of being asserted in the Consolidated bankruptcy case. The KB Entities further acknowledge and stipulate that any such action on their part would be void and in violation of the automatic stay under 11 U.S.C. § 362(a) as an act seeking to exercise control over property of the Consolidated bankruptcy estate. The KB Entities represent that they have taken no such action and will take no such action in the future. The KB Entities further stipulate and acknowledge that alter ego, veil piercing, successor to liability, and breach of fiduciary duty claims against Welbilt, Holding, or the Individuals are the property of the Consolidated bankruptcy estate within the meaning of 11 U.S.C. § 541.

5.5 Subject to the parties' compliance with the terms of this Agreement and the accuracy of the representations made in this Agreement, the Parties agree that each will use its best efforts to cause the Bankruptcy Court to approve this Agreement and that each shall not take any action or allow any other person or entity acting on its behalf to take any action which would have the effect of causing the Bankruptcy Court to not enter the Bankruptcy Court Approval Order.

VI. GENERAL

6.1 Together with the Class Settlement, which is incorporated herein by this reference except as provided herein, this Agreement constitutes and contains the entire agreement and understanding concerning the subject matter hereof between the Parties and supersedes and replaces all other prior negotiations, proposed agreements, or agreements, written or oral, pertaining to the subject matter hereof.

6.2 Each Party acknowledges to every other Party that neither the other Parties nor any agent or attorney of the other Parties has made any promise, representation, or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof to induce it to execute this Agreement, and each Party acknowledges that it has not executed this Agreement in reliance on any promise, representation, or warranty not contained herein.

6.3 Each Party acknowledges to every other Party that it has been represented by independent legal counsel of its own choice throughout all of the negotiations which preceded the execution of this Agreement and that it has executed this Agreement with the consent and on the advice of such independent legal counsel. Each Party further acknowledges that it and its counsel have had adequate opportunity to make whatever investigation or inquiry

they may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof and delivery and acceptance of the consideration specified herein.

6.4 This Agreement in all respects shall be interpreted, enforced, and governed by and under the laws of the State of California applicable to instruments, persons, and transactions which have legal contacts and relationships solely within the State of California. Any action pertaining to the terms of this Agreement shall be brought in a court of competent jurisdiction located in the State of California, County of Los Angeles.

6.5 This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any Party.

6.6 The Parties shall perform such further acts and execute such further documents as may be reasonably necessary or appropriate to effectuate the terms and purpose of this Agreement.

6.7 This Agreement may be executed in counterparts and shall be effective when each Party has signed a counterpart.

6.8 Each person executing this Agreement warrants and represents to the other Parties that he/she has authority to execute this Agreement, that he/she has read and fully understands this Agreement, and that he/she is entering into this Agreement freely and voluntarily.

6.9 This Agreement shall be binding upon and shall inure to the benefit of the Parties' successors and to any assignees of the KB Entities approved by the Trustee.

6.10 The Parties acknowledge and agree that each of them, as between them, will bear their own costs, expenses and attorneys' fees arising out of and/or connected with the

claims, actions, and/or the negotiation, drafting and execution of this Agreement, and all matters arising out of or connected therewith; except that, in the event any action is brought by any Party to interpret or enforce this Agreement, the prevailing party in such action shall be entitled to all reasonable attorneys', paralegals' and experts' fees, costs and expenses, in addition to all other legal and equitable relief to which that party or those parties may be entitled.

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day and year first written above.

KB HOME

By: _____
Its: _____

KAUFMAN & BROAD OF NORTHERN CALIFORNIA, INC.

By: _____
Its: _____

KAUFMAN & BROAD OF SOUTHERN CALIFORNIA, INC.

By: _____
Its: _____

KAUFMAN & BROAD LAND COMPANY

By: _____
Its: _____

KAUFMAN & BROAD OF SAN DIEGO, INC.

By: _____

Its: _____

LEWIS HOMES OF CALIFORNIA

By: _____

Its: _____

LEWIS DEVELOPMENT COMPANY

By: _____

Its: _____

CONSOLIDATED INDUSTRIES CORP.

By: _____

Daniel L. Freeland, U.S. Bankruptcy Trustee
for Consolidated Industries Corp.

AGREED AS TO FORM:

NEWMAYER & DILLION LLP

By: _____

Gregory L. Dillion
Attorneys for KB Home; Kaufman & Broad of
Northern California, Inc.; Kaufman & Broad of
Southern California, Inc.; Kaufman & Broad
Land Company; Kaufman & Broad of San
Diego, Inc.; Lewis Homes of California; and
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MITCHELL SILBERBERG & KNUPP LLP

By: _____

Jeffrey L. Richardson
Attorneys for Daniel L. Freeland, U.S.
Bankruptcy Trustee for Consolidated Industries

Corp.

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IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day and year first written above.

KB HOME
By: [Signature]
Its: President

KAUFMAN & BROAD OF NORTHERN CALIFORNIA, INC.
By: [Signature]
Its: Assistant Secretary

KAUFMAN & BROAD OF SOUTHERN CALIFORNIA, INC.
By: [Signature]
Its: Assistant Secretary

KAUFMAN & BROAD LAND COMPANY
By: [Signature]
Its: Assistant Secretary

KAUFMAN & BROAD OF SAN DIEGO, INC.
By: [Signature]

Its: Assistant Secretary

LEWIS HOMES OF CALIFORNIA

By: [Signature]
Its: Assistant Secretary

LEWIS DEVELOPMENT COMPANY

By: [Signature]
Its: Assistant Secretary

CONSOLIDATED INDUSTRIES CORP.

By: _____
Daniel L. Freeland, U.S. Bankruptcy Trustee
for Consolidated Industries Corp.

AGREED AS TO FORM:

NEWMAYER & DILLION LLP

By: _____
Gregory L. Dillion
Attorneys for KB Home; Kaufman & Broad of
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By: _____
Jeffrey L. Richardson
Attorneys for Daniel L. Freeland, U.S.
Bankruptcy Trustee for Consolidated Industries

LEWIS DEVELOPMENT COMPANY

By: _____
Its: _____

CONSOLIDATED INDUSTRIES CORP.

By: Daniel L. Freeland By: D.L.F.
Daniel L. Freeland, U.S. Bankruptcy Trustee for Consolidated Industries Corp.

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and Lewis Development Company

MITCHELL SILBERBERG & KNUPP LLP

By: _____
Jeffrey L. Richardson
Attorneys for Daniel L. Freeland, U.S.
Bankruptcy Trustee for Consolidated
Industries Corp.

Its: Assistant Secretary

LEWIS HOMES OF CALIFORNIA

By: [Signature]
Its: Assistant Secretary

LEWIS DEVELOPMENT COMPANY

By: [Signature]
Its: Assistant Secretary

CONSOLIDATED INDUSTRIES CORP.

By: _____
Daniel L. Freeland, U.S. Bankruptcy Trustee
for Consolidated Industries Corp.

480) AGREED AS TO FORM:
As to their respective clients:
NEWMAYER & DILLION LLP

By: [Signature]
Gregory L. Dillion
Attorneys for KB Home; Kaufman & Broad of
Northern California, Inc.; Kaufman & Broad of
Southern California, Inc.; Kaufman & Broad
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LEWIS HOMES OF CALIFORNIA

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Corp.