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SUSAN DAVIA
5

6
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF MARIN
9 UNLIMITED CIVIL JURISDICTION

10 SUSAN DAVIA,

11 Plaintiff,

12 vs.

13 MIDWEST AIR TECHNOLOGIES, INC.,
14 MAT HOLDINGS, INC., THE HOME
DEPOT, INC., HOME DEPOT, USA, INC.
15 and DOES 1-150,

16 Defendants.
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Case No. CIV 1604383

SETTLEMENT AGREEMENT AND
CONSENT TO JUDGMENT

Case Filed: December 7, 2016
Trial Date: None Assigned

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This Consent to Judgment settlement agreement (“Agreement” or “Settlement Agreement”)
4 is entered into by and between Susan Davia (“Davia”), on the one hand, and Midwest Air
5 Technologies, Inc. and MAT Holdings, Inc. (collectively, “MAT”), on the other hand, with Davia
6 and MAT collectively referred to as the “Parties.”

7 **1.2 Susan Davia**

8 Davia is an individual residing in the State of California who seeks to promote awareness of
9 exposure to toxic chemicals and improve human health by reducing or eliminating hazardous
10 substances contained in consumer products.

11 **1.3 Midwest Air Technologies, Inc. and MAT Holdings, Inc.**

12 Midwest Air Technologies, Inc. is a person in the course of doing business for purposes of
13 the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§
14 25249.6 *et seq.* (“Proposition 65”). MAT Holdings, Inc. is also a person in the course of doing
15 business for purposes of Proposition 65.

16 **1.4 General Allegations**

17 Davia alleges that MAT, The Home Depot, Inc. and Home Depot USA, Inc. (“Home Depot”)
18 manufactured, distributed and/or sold, in the State of California, vinyl or PVC-coated fencing
19 products containing di(2-ethylhexyl)phthalate (“DEHP”), including HDX PVC Coated Hardware
20 Cloth, HDX PVC Coated Poultry Fence, HDX PVC Coated Welded Wire, HDX PVC Coated Poultry
21 Netting and Everbilt PVC Coated Poultry Netting (collectively “Products” or “Covered Products”).

22 Davia further alleges the California sale of such Covered Products exposed users to DEHP without
23 first providing “clear and reasonable warning” under Proposition 65. DEHP is listed as a
24 carcinogen and reproductive and developmental toxicant pursuant to Proposition 65 and is
referred to hereinafter as the “Listed Chemical” or “DEHP”

25 **1.5 Notice of Violation**

26 On October 1, 2015, Davia served MAT, Home Depot and various public enforcement

1 agencies with a document entitled "60-Day Notice of Violation" ("Notice") that provided public
2 enforcers, Home Depot and MAT with notice of alleged violations of Health & Safety Code §
3 25249.6 for failing to warn consumers of the presence of DEHP, a toxic chemical found in their
4 Products sold in California. On October 29, 2015, Davia served MAT, Home Depot and various
5 public enforcement agencies with a document entitled "60-Day Notice of Violation (Amended)"
6 ("Amended Notice") that provided public enforcers, Home Depot and MAT with notice of alleged
7 violations of Health & Safety Code § 25249.6 for failing to warn consumers of the presence of
8 DEHP, a toxic chemical found in their Products sold in California. MAT and Home Depot received
9 the Notice and Amended Notice. The Parties represent that, as of the date each executes this
10 Agreement, it is not aware of any public enforcer that is diligently prosecuting a Proposition 65
11 enforcement action related to DEHP in the Covered Products, as identified in the Notice or
12 Amended Notice.

12 1.6 Complaint

13 On December 7, 2016, , Davia filed the instant action ("Complaint"), naming Midwest Air
14 Technologies, Inc., MAT Holdings, Inc., The Home Depot, Inc. and Home Depot USA, Inc. as
15 defendants for the alleged violations of Health and Safety Code section 25249.6 that are the subject
16 of the Notice.

17 1.7 No Admission

18 This Consent Judgment resolves claims that are denied and disputed by MAT. The Parties
19 enter into this Consent Judgment pursuant to a full and final settlement of any and all claims
20 between the Parties for the purpose of avoiding prolonged litigation. MAT denies the material
21 factual and legal allegations contained in the Notice and Amended Notice, maintains that it did not
22 knowingly or intentionally expose California consumers to DEHP through the reasonably
23 foreseeable use of the Covered Products and otherwise contends that, to MAT's knowledge, all
24 Covered Products it has manufactured, distributed and/or sold in California have been and are in
25 compliance with all applicable laws. Nothing in this Consent Judgment shall be construed as an
26 admission by MAT of any fact, finding, issue of law, or violation of law. Compliance with this
Consent Judgment shall not constitute or be construed as an admission by the MAT of any fact,

1 finding, conclusion, issue of law, or violation of law, such being specifically denied by MAT.
2 However, notwithstanding the foregoing, this section shall not diminish or otherwise affect MAT's
3 obligations, responsibilities, and duties under this Consent Judgment.

4 **1.8 Consent to Jurisdiction**

5 For purposes of this Consent Judgment, the Parties stipulate that the Marin County
6 Superior Court has jurisdiction over MAT as to the allegations in the 60-Day Notice received from
7 Davia, and this Consent Judgment, that venue is proper in County of Marin, and that the Marin
8 County Superior Court has jurisdiction to enforce the provisions of this Consent Judgment. As an
9 express part of this Consent Judgment, pursuant to Code of Civil Procedure Section 664.6 the Marin
10 County Superior Court has jurisdiction over the parties to enforce the settlement until performance
11 in full of the terms of the settlement.

12 **2. DEFINITIONS**

13 **2.1** The term "Covered Products" means HDX or Everbilt branded vinyl or PVC-
14 coated fencing products containing di(2-ethylhexyl)phthalate ("DEHP") identified with SKU
15 222958 (2'X25' 1" 20GA PVC Poultry Netting), SKU 223088 (2'X5' 1/2" 19GA PVC Hardware Cloth),
16 SKU 258792 (3X50 14GA Green Vinyl Welded Wire), SKU 258806 (4'X50' 14GA Green Vinyl
17 Welded Wire), SKU 757238 (3'X50' 14GA Black Vinyl Welded Wire) and SKU 757247 (4'X50' 14GA
18 Black Vinyl Welded Wire).

19 **2.2** The term "DEHP Free" Covered Products shall mean any component of any
20 Covered Product containing less than or equal to 1,000 parts per million ("ppm") of DEHP, DIDP,
21 DINP, DBP, DnHP and BBP as determined by a minimum of duplicate quality controlled test
22 results using Environmental Protection Agency ("EPA") testing methodologies 3580A and 8270C.

23 **2.3** "Effective Date" shall mean the date this Agreement is approved by the Court and
24 Judgment entered upon the Agreement.

25 **3. INJUNCTIVE RELIEF**

26 **3.1 Clear and Reasonable Warnings**

MAT represents as a material term of this Agreement that they have been including the
following Proposition 65 warning on the labelling of the Covered Products since shortly after

1 receipt of Davia's October 1, 2015, 60-Day Notice of Violation:

2
3 WARNING: This product contains a chemical
4 known by the State of California to cause cancer
and birth defects or other reproductive harm.

5 Until the Effective Date, MAT will continue to include such warning language on all Covered
6 Products. As of the Effective Date, MAT agrees to not sell or ship any Covered Product to a
7 California vendor or retailer, or sell or ship any Covered Product to a vendor or retailer that MAT
8 reasonably understands maintains retail outlets in California, unless such Covered Products
9 contain the warning set forth above, are DEHP Free as defined in section 2.2, or contain one of the
following alternative warnings:

10 WARNING: This product can expose you to
11 chemicals, including DEHP, which are known
12 to the State of California to cause cancer and
13 birth defects or other reproductive harm. For
more information go to
www.P65Warnings.ca.gov

14 or

15 WARNING: Cancer and Reproductive Harm -
16 www.P65Warnings.ca.gov

17 The alternative warnings shall be accompanied by a symbol consisting of a black
18 exclamation point in a yellow equilateral triangle with a bold black outline. Where the label for the
19 product is not printed using the color yellow, the symbol may be printed in black and white. The
20 symbol shall be placed to the left of the text of the warning, in a size no smaller than the height of
21 the word "WARNING".

22 3.2 Internet Sales

23 Covered Products offered for sale by MAT via the internet that are not DEHP Free as
24 described in section 2.2 shall be accompanied by any of the Proposition 65 warnings identified in
25 section 3.1, either: (a) on the same web page on which the Covered Product is displayed; (b) on the
26 same web page as the order form for the Covered Product; (c) on the same web page as the price for
the Covered Product prior to sales completion; (d) on one or more web pages displayed to a

1 purchaser during the checkout process prior to sales completion (so long as the warning clearly
2 identifies the Covered Product to which it applies) ; or (e) on a web page with a conspicuous
3 hyperlink from the Covered Product display page, which hyperlink is identified by the word
4 "Proposition 65 Warning".

5 3.3 Customer Warning For Old Covered Products

6 If, at any time after the Effective Date, MAT discovers evidence that any of its California
7 customers have any remaining inventory of Covered Products that are not DEHP-Free and are not
8 labeled with a Proposition 65 warning compliant with Section 3.1, , then MAT shall send a letter,
9 electronic or otherwise ("Notification Letter") to each such California customer advising the
10 recipient that the Covered Products "contain DEHP, a chemical known to the State of California to
11 cause birth defects or other reproductive harm," and request that the recipient either: (a) label,
12 pursuant to Section 3.2, the Covered Products remaining in inventory for sale in California, or for
13 sale to California Customers; or (b) return, at MAT's sole expense, all units of the Covered Product
14 held for sale in California, or to California Customers, to MAT. The Notification Letter shall
15 require a response from the recipient within 15 days, confirming whether the Covered Products
16 will be labeled or returned. MAT shall maintain records of all correspondence or other
17 communications generated pursuant to this Section for two years after the Effective Date and shall
18 promptly produce copies of such records upon Davia's written request.

18 4. MONETARY PAYMENTS

19 4.1 Civil Penalty

20 In settlement of all causes of action in Davia's Complaint, MAT shall pay a total of \$8,000
21 in civil penalties in accordance with California Health & Safety Code § 25249.12(c)(1) & (d).

22 4.2 Information Provided in Good Faith

23 For purposes of the penalty assessment under this Agreement, the parties acknowledge that
24 Davia is relying entirely upon MAT and its counsel for accurate, good faith reporting to Davia of
25 the nature and amounts of relevant sales activity, and that Davia has relied on that information in
26 arriving at the terms of this Agreement.

1 **4.3** Reimbursement of Davia’s Fees and Costs

2 The Parties acknowledge that Davia and her counsel offered to resolve this dispute without
3 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee
4 issue to be resolved after the material terms of the agreement had been settled. MAT then
5 expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been
6 finalized. The Parties then attempted to (and did) reach an accord on the compensation due to
7 Davia and her counsel under general contract principles and the private attorney general doctrine
8 codified at California Code of Civil Procedure section 1021.5, for all work performed in this matter,
9 except fees that may be incurred on appeal. Under these legal principles, MAT shall pay Davia’s
10 counsel the amount of \$42,000 for fees and costs incurred investigating, litigating and enforcing this
11 matter.

11 **4.4** Payment Procedures

12 MAT shall deliver all settlement payment checks or funds required by this Agreement to its
13 counsel within one week of the date that this Agreement is fully executed by the Parties. MAT’s
14 counsel shall confirm receipt of settlement funds in writing to plaintiff’s counsel and, thereafter,
15 hold the amounts paid in trust until the Court approves this settlement.

16 Within five days of the date the Court approves the settlement, defendant’s counsel shall
17 deliver the settlement payment checks or funds it has held in trust to plaintiff’s counsel as
18 follows:

- 19 1. a civil penalty check in the amount of \$6,000 payable to “OEHHA” (EIN: 68-
20 0284486, Memo line “Prop 65 Penalties, 2015-01141”);
- 21 2. a civil penalty check in the amount of \$2,000 payable to “Susan Davia” (Tax ID to
22 be supplied on request, Memo line “Prop 65 Penalties, 2015-01141”); and
- 23 3. an attorney fee and cost reimbursement check, pursuant to Section 4.3, in the
24 amount of \$42,000 payable to “Sheffer Law Firm” (EIN 55-08-58910, Memo line
25 “2015-01141”)

26 All Section 4.1 and Section 4.3 penalty and attorney fee/cost payments shall be delivered
to the Sheffer Law Firm at the following address:

1 Sheffer Law Firm
2 Attn: Proposition 65 Controller
3 81 Throckmorton Ave., Suite 202
4 Mill Valley, CA 94941

5 MAT shall be liable for payment of interest, at a rate of 10% simple interest, for all amounts
6 due and owing from it under this Section that are not received by Sheffer Law Firm within five (5)
7 business days of the due date for such payment.

8 While certain of the obligations of this Agreement are binding upon the Effective Date, the
9 Release of MAT shall not become effective until after all monetary payments have been delivered
10 to Sheffer Law Firm as set forth above.

11 4.5 Issuance Of 1099 Forms

12 After this Agreement has been executed and the settlement funds have been transmitted to
13 Davia's counsel, MAT shall issue three separate 1099 forms, as follows:

14 (a) The first 1099 shall be issued to the Office of Environmental Health Hazard
15 Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) in the amount paid pursuant
16 to Sections 4.1 and 4.2;

17 (b) The second 1099 shall be issued to Davia in the amount paid pursuant to Sections
18 4.1 and 4.2, whose address and tax identification number shall be furnished upon request; and

19 (c) The third 1099 shall be issued to the Sheffer Law Firm (EIN: 55-08-58910) in the
20 amount paid pursuant to Section 4.3.

21 5. RELEASES

22 5.1 Davia's Release of MAT

23 5.1.1 Davia, acting in her individual capacity, her past and current representatives and
24 attorneys, and in the public interest, in consideration of the promises and monetary payments
25 contained herein, hereby releases Midwest Air Technologies, Inc., MAT Holdings, Inc., The Home
26 Depot, Inc. and Home Depot USA, Inc., and their respective parents, subsidiaries, shareholders,
directors, officers, employees, attorneys, successors and assigns, and each entity to whom MAT
directly or indirectly distributes or sells Covered Products, including, but not limited, to
downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and
licensees ("Releasees"), from any violation arising under Proposition 65 based on the failure to

1 warn about alleged exposures to DEHP contained in the Covered Products that were
2 manufactured, distributed, sold and/or offered for sale in California prior to the Effective Date.
3 Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65
4 by MAT, Home Depot and Releasees with regard to the alleged or actual failure to warn about
5 exposures to DEHP from Covered Products manufactured, distributed, sold and/or offered for sale
6 in California after the Effective Date.

7 **5.1.2** In further consideration of the promises and agreements herein contained, Davia
8 on behalf of herself, her past and current representatives and attorneys, hereby waives all Davia's
9 rights to institute or participate in, directly or indirectly, any form of legal action and releases all
10 claims that Davia may have, including, without limitation, all actions, and causes of action, in law
11 or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or
12 expenses -- including, but not limited to, investigation fees, expert fees, and attorneys' fees, but
13 exclusive of fees and costs on appeal -- limited to and arising under Proposition 65 with respect to
14 the DEHP in the Covered Products manufactured, distributed, sold and/or offered for sale by
15 MAT before the Effective Date (collectively "claims"), against MAT and Releasees.

16 **5.1.3** Davia also, in her individual capacity, provides a general release herein which
17 shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action,
18 obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of
19 Davia, of any nature, character or kind, known or unknown, suspected or unsuspected, arising out
20 of the subject matter of the Notice or Complaint as to Covered Products manufactured, distributed
21 or sold by MAT or Releasees before the Effective Date. Davia acknowledges that she is familiar
22 with section 1542 of the California civil code, which provides as follows:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
24 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
25 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
26 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

 Davia, in her individual capacity expressly waives and relinquishes any and all rights and
benefits that she may have under, or which may be conferred on her by the provisions of Section
1542 of the California Civil Code as well as under any other state or federal statute or common law

1 principle of similar effect, to the fullest extent that he may lawfully waive such rights or benefits
2 pertaining to the released matters. In furtherance of such intention, excepting Section 4.2, the
3 release hereby given shall be and remain in effect as a full and complete release notwithstanding
4 the discovery or existence of any such additional or different claims or facts arising out of the
5 released matters.

6 This Section 5.1 release shall not release any obligations created by or set forth in this
7 Agreement.

8 **5.2 MAT's Release of Davia**

9 MAT, and on behalf of all of the other Releasees, by this Agreement Judgment, waives any
10 and all claims against Davia and her attorneys and other representatives, for any and all actions
11 taken or statements made (or those that could have been taken or made) by Davia and her
12 attorneys and other representatives, whether in the course of investigating claims, otherwise
13 seeking to enforce Proposition 65 against it in this matter, or with respect to the Products. MAT
14 acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides as
15 follows:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
17 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
18 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
19 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
20 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

21 MAT expressly waives and relinquishes any and all rights and benefits which it may have
22 under, or which may be conferred on it by the provisions of Section 1542 of the California Civil
23 Code as well as under any other state or federal statute or common law principle of similar effect,
24 to the fullest extent that he may lawfully waive such rights or benefits pertaining to the released
25 matters. In furtherance of such intention, the release hereby given shall be and remain in effect as a
26 full and complete release notwithstanding the discovery or existence of any such additional or
different claims or facts arising out of the released matters.

27 **6. COURT APPROVAL**

Upon execution of this Agreement by all Parties, Davia shall file a noticed Motion for

1 Approval and Entry of Judgment in the above-entitled Court. This Agreement is not effective until
2 it is approved and entered by the Court. It is the intention of the Parties that the Court approve this
3 Agreement, and in furtherance of obtaining such approval, the Parties and their respective counsel
4 agree to mutually employ their best efforts to support the approval of this Agreement and entry of
5 Judgment in a timely manner, including cooperating on drafting and filing any papers in support
6 of the required motion for judicial approval.

7 **7. SEVERABILITY**

8 If any of the provisions of this Agreement are found by a court to be unenforceable, the validity of
9 the enforceable provisions remaining shall not be adversely affected, unless the Court finds that
10 any unenforceable provision is not severable from the remainder of the Agreement.

11 **8. GOVERNING LAW**

12 The terms of this Agreement shall be governed by the laws of the State of California.

13 **9. NOTICES**

14 When any Party is entitled to receive any notice under this Agreement, the notice shall be sent by
15 certified mail and electronic mail to the following:

16 For MAT, to:

17 George Ruhl, CEO
18 Midwest Air Technologies, Inc.
19 MAT Holdings, Inc.
6700 Wildlife Way
Long Grove, IL, 60047

20 With copy to their counsel at:

21 Levi W. Heath
22 Barnes & Thornburg LLP
2029 Century Park East, Suite 300
23 Los Angeles, CA 90067
Tel.: 310.284.3890

24 For Davia to:

25 Proposition 65 Coordinator
26 Sheffer Law Firm
81 Throckmorton Ave., Suite 202
Mill Valley, CA 94941

1 Attn: Davia v. Midwest Air Technologies, Inc.

2 Any Party may modify the person and address to whom the notice is to be sent by sending each
3 other Party notice by certified mail and/or other verifiable form of written communication.

4 **10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)**

5 Davia agrees to comply with the reporting form requirements referenced, in California Health &
6 Safety Code §25249.7(f).

7 **11. MODIFICATION**

8 This Agreement may be modified only by written agreement of the Parties or court order.

9 **12. ENTIRE AGREEMENT**

10 This Agreement contains the sole and entire agreement and understanding of the Parties
11 with respect to the entire subject matter hereof, and any and all prior discussions, negotiations,
12 commitments, and understandings related hereto. No representations, oral or otherwise, express
13 or implied, other than those contained herein have been made by any Party hereto. No other
14 agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind
15 any of the Parties. No supplementation, modification, waiver, or termination of this Agreement
16 shall be binding unless executed in writing by the Party to be bound. No waiver of any of the
17 provisions of this Agreement shall be deemed or shall constitute a waiver of any of the other
18 provisions whether or not similar, nor shall such waiver constitute a continuing waiver

18 **13. ATTORNEY'S FEES**

19 **13.1** Should any Party prevail on any motion, application for order to show cause or
20 other proceeding to enforce a violation of this Agreement, such Party shall be entitled to their
21 reasonable attorney fees and costs incurred as a result of such motion, order or application.

22 **13.2** Except as otherwise specifically provided herein, each Party shall bear its own
23 costs and attorney's fees in connection with the Notice.

24 **13.3** Nothing in this Section shall preclude a Party from seeking an award of sanctions
25 pursuant to law.

26 **14. NEUTRAL CONSTRUCTION**

 Both Parties and their counsel have participated in the preparation of this Agreement and

1 this Agreement is the result of the joint efforts of the Parties. This Agreement was subject to
2 revision and modification by the Parties and has been accepted and approved as to its final form by
3 all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Agreement
4 shall not be interpreted against any Party as a result of the manner of the preparation of this
5 Agreement. Each Party to this Agreement agrees that any statute or rule of construction providing
6 that ambiguities are to be resolved against the drafting Party should not be employed in the
7 interpretation of this Agreement and, in this regard, the Parties hereby waive California Civil Code
8 Section 1654.

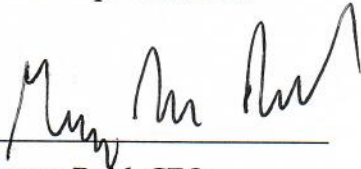
9 **15. COUNTERPARTS, FACSIMILE SIGNATURES**

10 This Agreement may be executed in counterparts and by facsimile or portable document
11 format (PDF), each of which shall be deemed an original, and all of which, when taken together,
12 shall constitute one and the same document.

13 **16. AUTHORIZATION**

14 The undersigned parties and their counsel are authorized to execute this Agreement on
15 behalf of their respective Parties and have read, understood, and agree to all of the terms and
16 conditions of this Agreement.

17 **IT IS SO AGREED**

18 Dated: April __, 2017 19 _____ 20 Susan Davia	21 Dated: April <u>12</u> , 2017 22  23 _____ 24 George Ruhl, CEO 25 Midwest Air Technologies, Inc. 26 MAT Holdings, Inc.
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1 this Agreement is the result of the joint efforts of the Parties. This Agreement was subject to
2 revision and modification by the Parties and has been accepted and approved as to its final form by
3 all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Agreement
4 shall not be interpreted against any Party as a result of the manner of the preparation of this
5 Agreement. Each Party to this Agreement agrees that any statute or rule of construction providing
6 that ambiguities are to be resolved against the drafting Party should not be employed in the
7 interpretation of this Agreement and, in this regard, the Parties hereby waive California Civil Code
8 Section 1654.

9 **15. COUNTERPARTS, FACSIMILE SIGNATURES**


10 This Agreement may be executed in counterparts and by facsimile or portable document
11 format (PDF), each of which shall be deemed an original, and all of which, when taken together,
12 shall constitute one and the same document.

13 **16. AUTHORIZATION**

14 The undersigned parties and their counsel are authorized to execute this Agreement on
15 behalf of their respective Parties and have read, understood, and agree to all of the terms and
16 conditions of this Agreement.

17 **IT IS SO AGREED**

18 Dated: April 13, 2017

19 
20 Susan Davia

21 Dated: April __, 2017

22 _____
23 George Ruhl, CEO
24 Midwest Air Technologies, Inc.
25 MAT Holdings, Inc.
26