

**PROPOSITION 65 SETTLEMENT AGREEMENT
(Susan Davia AG Notice 2017-02095)**

1. INTRODUCTION

1.1 The Parties

This settlement agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Susan Davia (“Davia”) and Argonaut Inflatable Research and Engineering, Inc., an Idaho corporation (“Settling Defendant” or “AIRE”), with Davia and AIRE each referred to as a “Party” and collectively referred to as the “Parties.”

1.2 Davia

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

1.3 AIRE

AIRE is alleged to have been responsible for the manufacture and distribution of the products subject to this Agreement. AIRE is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 *et seq.* (“Proposition 65”).

1.4 General Allegations

Davia alleges that AIRE participated in the manufacture (or other acquisition), distribution and/or sale, in the State of California, of vinyl/PVC waterproof storage bags, cases and accessories, which bags, cases and other accessories allegedly exposed users to di(2-ethylhexyl)phthalate (DEHP) without first providing a “clear and reasonable warning” under Proposition 65. DEHP is a listed carcinogen and reproductive and developmental toxin pursuant to Proposition 65. DEHP shall hereinafter be referred to as the “Listed Chemical”.

1.5 Notice of Violation

On October 8, 2017, Davia served AIRE and various public enforcement agencies with a document entitled “60-Day Notice of Violation” that provided public enforcers and the noticed

entities with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn consumers of the presence of DEHP found in Covered Products sold in California. AIRE received this 60-Day Notice of Violation (the “Notice”).

AIRE and Davia represent that, as of the date each executes this Agreement, it is not aware of any public enforcer that is diligently prosecuting a Proposition 65 enforcement action related to DEHP or DINP in the Covered Products as identified in that Notice to AIRE.

1.6 No Admission

This Agreement resolves claims that are denied and disputed by AIRE. The Parties enter into this Agreement pursuant to a full, final and binding settlement of any and all claims between the Parties for the purpose of avoiding prolonged litigation. AIRE denies the material factual and legal allegations contained in the Notices, maintains that it did not knowingly or intentionally expose California consumers to any Listed Chemical through the reasonably foreseeable use of the Covered Products and otherwise contends that, all Covered Products it has manufactured, distributed and/or sold in California have been and are in compliance with all applicable laws. Nothing in this Agreement shall be construed as an admission by AIRE of any fact, finding, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by AIRE of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by AIRE. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect AIRE’s obligations, responsibilities, and duties under this Agreement.

1.7 Consent to Jurisdiction

For purposes of this Agreement only, the Parties stipulate that the Marin County Superior Court has jurisdiction over AIRE as to the allegations in the Notice and that venue is proper in the County of Marin. As an express part of this Agreement, this Agreement shall be considered as made pursuant to Code of Civil Procedure Section 664.6, and the Marin County Superior Court shall retain jurisdiction over the Parties to enforce this Agreement until performance in full of the terms of the settlement.

2. DEFINITIONS

2.1 The term “Product” or “Covered Product” shall mean all AIRE brand vinyl/PVC waterproof storage bags, cases and accessories (including, but not limited to, AIRE Vision Bag, Air Rescue Bag, AIRE Bowline Bag, Landing Pad, Foot Brace Kit, Thwart Handle, Smash Bucket, Duffel Bag, River Sack, Kayak Bag, River Pack, Frodo Bag, Splashproof Bag, Kayak Cooler, Cooler Bag, Raft Bag, Kayak Cargo Hold, Inflatable Seat, Vision Bag, Wader Bag, OSG Deluex Boat Bag, OSG River Sack, OSG Frameless Boat Bag, OSG Float Tube Bag, Boater Bag and Float Tube Cooler (all sizes and colors)).

2.2 The term “Phthalate Free” Covered Products shall mean that each component of each Covered Product contains less than or equal to 1,000 parts per million (“ppm”) of di(2-ethylhexyl phthalate) (“DEHP”), dibutyl phthalate (“DBP”), diisononyl phthalate (“DINP”), diisodecyl phthalate (“DIDP”), di-n-hexyl phthalate (“DnHP”) and butyl benzyl phthalate (“BBP”) as determined by test results using Environmental Protection Agency (“EPA”) testing methodologies 3580A and 8270C.

2.3 “California Customer” shall mean any distributor and/or retailer of the Covered Products that is located in California, has a California ship to address or that AIRE reasonably understands maintains a retail store in California or sells to customers located in California.

2.4 “Effective Date” shall mean February 28, 2018.

3. INJUNCTIVE-TYPE RELIEF

3.1 Product Reformulation Commitment

3.1.1 No later than the Effective Date, AIRE shall provide the Phthalate Free phthalate concentration standards of Section 2.2 to its then-current manufacturers of any Covered Product and inquire as to such manufacturers whether component materials that meet the Phthalate Free concentration standards of Section 2.2 can be incorporated into each Covered Product without compromising product performance. AIRE shall maintain copies of all manufacturer correspondence relating to the Phthalate Free concentration standards for two (2) years after the Effective Date and

shall produce such copies to Davia within fifteen (15) days of receipt of reasonable request made in writing from Davia, as long as such request is made within two (2) years after the Effective Date.

3.1.2 After the Effective Date, AIRE shall provide the Phthalate Free phthalate concentration standards of Section 2.2 to any New Manufacturers of any Covered Product and inquire as to such manufacturers whether component materials that meet the Phthalate Free concentration standards of Section 2.2 can be incorporated into any Covered Product without compromising product performance. "New Manufacturers" means manufacturers of Covered Products from whom AIRE was not obtaining Covered Products as of the Effective Date.

3.1.3 As a material term of this Agreement, AIRE represents that it has already commenced labelling the Covered Products with clear and reasonable Proposition 65 warnings. As of the Effective Date, AIRE shall only manufacture, cause to be manufactured, order, cause to be ordered, distribute or cause to be distributed Covered Products that are Phthalate Free or are labelled with a clear and reasonable Proposition 65 warning as detailed in Section 3.3. As a material condition of this Section 3.1.3 obligation, AIRE shall not be subject to liability under this Section 3.1.3 for any Covered Product not ultimately sold to a consumer in the State of California.

3.1.4 After the Effective Date, for every Covered Product AIRE distributes or otherwise sells to a California Customer without a Section 3.3 warning as a consequence of meeting the Phthalate Free concentration standards, AIRE shall maintain copies of all testing of such products, shall maintain copies of all manufacturer correspondence relating to the Phthalate Free concentration standards of Section 2.2 and shall produce such copies to Davia within fifteen (15) days of receipt of reasonable request made in writing from Davia, as long as such request is made within two (2) years after the Effective Date.

3.2 Customer Notification

No later than the Effective Date, AIRE shall send a memorandum or letter, electronic or otherwise, to the primary sales contact/coordinator for each of its California Customers, advising such individual that Covered Products contain DEHP and require a Proposition 65 warning before any such Covered Product is sold in the California market or to a California customer.

3.3 Covered Product Warning Communication

Commencing no later than the Effective Date, for all Covered Products that are not Phthalate Free, AIRE shall not distribute any such Covered Product to a California Customer, unless such Covered Product is labeled as set forth hereafter.

Each such label utilized by AIRE for any Covered Product shall be prominently placed either on the exterior surface of the product or product packaging, on the attached product information tags or where other health and safety warnings are located, with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions *before* purchase or use.

3.3.1 Covered Product Warning Label.

For all non-Phthalate Free Covered Product distributed or sold by, or on behalf of, AIRE to a California Customer prior to the Effective Date, AIRE shall affix a warning label to the Covered Product that provides one of the following warnings:

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

or

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

3.3.2 Previously Applied Warning Labels.

AIRE represents that it has already commenced placement of warning labels on Covered Product information tags. To the extent that AIRE, prior to the Effective Date, has already placed or caused to be placed warning labels on Covered Products reading “WARNING: This product contains a chemical known to the State of California to cause cancer, birth defects and/or other reproductive

harm” it may continue to sell such Covered Products to California Customers until the existing supply is depleted, at which time it will commence using only labels including the warning language of Section 3.3.1.

3.3.3 Internet Website Warning.

A warning must be given in conjunction with the sale of any Covered Products by AIRE through its website either: (a) on the same web page on which a Covered Product is displayed; (b) on the same web page as the order form for a Covered Product; (c) on the same page as the price for any Covered Product; or (d) on one or more web pages displayed to a purchaser during the checkout process. One of the following warning statements shall be used and shall appear in any of the above instances adjacent to or immediately following the display, description, or price of the Covered Product for which it is given in the same type size or larger than the Covered Product description text:

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. *Please avoid direct and indirect mouth or food contact. Please wash hands after handling*

or

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

4. MONETARY PAYMENTS

4.1 Civil Penalty

As a condition of settlement of all the claims referred to in this Agreement, AIRE shall cause to be paid a total of \$4,000 in civil penalties in accordance with California Health & Safety Code § 25249.12(c)(1) & (d).

4.2 Augmentation of Penalty Payments

For purposes of the penalty assessment under this agreement, Davia is relying entirely upon AIRE and its counsel for accurate, good faith reporting to Davia of the nature and amounts of relevant sales activity. If within nine (9) months of the effective date, Davia discovers and presents to AIRE evidence that the covered products have been distributed by AIRE in sales volumes materially different (greater than 20%) than those identified by AIRE prior to execution of this agreement, then AIRE shall be liable for an additional penalty amount of \$10,000.00. AIRE shall also be liable, in accordance with the requirements of code of civil procedure section 1021.5 for any reasonable, additional attorney fees expended by Davia in discovering such additional retailers or sales. Davia agrees to provide AIRE with a written demand for all such additional penalties and attorney fees under this section. After service of such demand, AIRE shall have thirty (30) days to agree to the amount of fees and penalties owing by AIRE and submit such payment to Davia in accordance with the method of payment of penalties and fees identified in Sections 4.1 and 4.4. Should this thirty (30) day period pass without any such resolution between the parties and payment of such additional penalties and fees, Davia shall be entitled to file a formal legal claim for additional civil penalties pursuant to this section and shall be entitled to all reasonable attorney fees and costs, in accordance with the requirements of Code of Civil Procedure Section 1021.5, relating to such claim.

4.3 Reimbursement of Davia's Fees and Costs

The Parties acknowledge that Davia and her counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee issue to be resolved after the material terms of the agreement had been settled. AIRE then expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been finalized. The Parties then attempted to (and did) reach an accord on the compensation due to Davia and her counsel under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure section 1021.5, for all work performed in this matter, except fees that may be incurred on appeal. Under these legal principles, AIRE shall cause to be paid to Davia's

counsel the amount of \$21,000 for fees and costs incurred investigating, litigating and enforcing this matter. Such payment shall be made payable to "Sheffer Law Firm".

4.4 Payment Procedures

AIRE shall satisfy its obligation to pay civil penalties pursuant to Section 4.1 by delivery of a civil penalty check payable to "OEHHA" (EIN: 68-0284486, Memo line "Prop 65 Penalties, 2017-02095"), in the amount of \$3,000 and a civil penalty check payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop 65 Penalties, 2017-02095") in the amount of \$1,000. Davia shall be responsible for delivering to the California Office of Environmental Health Hazard Assessment the civil penalty check payable to OEHHA.

AIRE shall satisfy its obligation to pay attorney fees and costs pursuant to Section 4.3 by delivery of a check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2017-02095") in the amount of \$21,000.

AIRE shall satisfy its obligation to pay any civil penalties pursuant to Section 4.2 by civil penalty checks payable to "OEHHA" and "Susan Davia" (Memo line "Prop 65 Penalties, 2017-02095"), in the amounts agreed to pursuant to Section 4.2 or as ordered by the Court.

AIRE shall satisfy its obligation to pay any attorney fees or costs pursuant to Section 4.2 by a check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2017-02095"), in the amounts agreed to pursuant to Section 4.2 or as ordered by the Court.

All Section 4.1 and Section 4.3 civil penalty and attorney fee/cost payments shall be delivered to plaintiff's counsel within five (5) business days after execution of this Agreement and receipt of a W-9 for each payee, at the following address:

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

All Section 4.2 civil penalty and attorney fee/cost payments shall be delivered to plaintiff's counsel at the following address on or before the date agreed upon pursuant to that section or ordered by the Court:

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

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

4.5 Issuance of 1099 Forms

After this Agreement has been executed and the settlement funds have been transmitted to Davia's counsel, AIRE shall cause three separate 1099 forms to be issued, as follows:

- (a) The first 1099 shall be issued to the Office of Environmental Health Hazard Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) in the amount paid pursuant to Sections 4.1 and 4.2;
- (b) The second 1099 shall be issued to Davia in the amount paid pursuant to Sections 4.1 and 4.2, whose address and tax identification number shall be furnished upon request; and
- (c) The third 1099 shall be issued to the Sheffer Law Firm (EIN: 55-08-58910) in the amount paid pursuant to Section 4.3 and 4.2.

5. RELEASES

5.1 DAVIA'S RELEASE OF AIRE

5.1.1 This settlement agreement is a full, final and binding resolution between Davia, and AIRE of any violation of Proposition 65 that was or could have been asserted by Davia on behalf of herself, her representatives or attorneys, against AIRE, its subsidiary (Outcast Sporting Gear), its manufacturer (Sagittarius Sporting Goods Co., Ltd., a Taiwanese manufacturing company with locations in China), members, directors, officers, employees, agents, representatives, shareholders, and attorneys, and the predecessors, successors and assigns of each of them ("Releasees"), and each California Customer and/or other entity to whom AIRE directly distributes or sells Covered Products ("Downstream Releasees"), based on their alleged failure to warn about alleged exposures to DEHP

contained in the Covered Products that were sold by AIRE into California before the Effective Date. As to Davia only, AIRE's compliance with the terms of this settlement shall be deemed compliance with Proposition 65 as to exposures to DEHP, DINP, DIDP, DBP, DnHP and BBP and any other chemical known to the State of California to cause cancer or reproductive toxicity as published by the State of California effective as of the Effective Date in the Covered Products.

5.1.2 Davia also provides a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all claims, actions and causes of action, of any nature, character or kind, known or unknown, suspected or unsuspected, arising out of the subject matter of the Notice as to Covered Products sold by AIRE or Releasees into California prior to the Effective Date. Davia acknowledges that she is familiar with section 1542 of the California civil code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, 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 principle of similar effect, to the fullest extent that he may lawfully waive such rights or benefits pertaining to the released matters. In furtherance of such intention, the release hereby given shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claims or facts arising out of the released matters.

This Section 5 release shall not release any obligations created by or set forth in this Agreement.

The Parties further understand and agree that this Section 5 release shall not extend upstream to any entities, other than AIRE or Sagittarius Sporting Goods Co., Ltd., that manufactured the Covered Products or any component parts thereof, or any distributors or suppliers who sold the

Covered Products or any component parts thereof to AIRE.

5.2 AIRE RELEASE OF DAVIA

AIRE on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives any and all claims against Davia and her attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Davia and her attorneys and other representatives through the execution of this Agreement whether in the course of investigating claims in this matter, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Covered Products that were the subject of the Notices. AIRE acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides as follows:

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

AIRE expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it by the provisions of Section 1542 of the California Civil Code as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters identified in this Section 5.2. In furtherance of such intention, the release hereby given shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claims or facts arising out of the released matters.

6. POST EXECUTION CONVERSION TO CONSENT JUDGMENT

Within twelve months of the execution of this Settlement Agreement AIRE may ask Davia, in writing, to file a complaint, incorporate the terms of this Settlement Agreement into a proposed consent judgment, and to seek the court's approval of the consent judgment pursuant to Health and

Safety Code section 25249.7, or as may be otherwise allowed by law. If so requested, Davia agrees to reasonably cooperate with AIRE and to use her best efforts, and that of her counsel, to support the entry of a consent judgment by a superior court in California. Pursuant to Code of Civil Procedure sections 1021 and 1021.5, AIRE will reimburse Davia and her counsel for their reasonable fees and costs incurred in filing the complaint, converting the Settlement Agreement into a proposed consent judgment and seeking judicial approval of the consent judgment, in an amount not to exceed \$12,000.00, exclusive of fees and cost that may be incurred on appeal. AIRE will remit payment to the Sheffer Law Firm, at the address set forth in Section 9 below. Such additional fees shall be paid by AIRE, within ten days after its receipt of any invoice from Davia for work performed under this paragraph. AIRE understands no motion to approve any proposed consent judgment will be filed absent payment for the work performed under this paragraph. All payments owed to Davia, pursuant to Section 6 shall be delivered to the following payment address:

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

Any failure by AIRE to timely pay Davia invoices under this Section shall result in the assessment of ten percent (10%) interest on any outstanding balance.

7. SEVERABILITY

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

8. GOVERNING LAW

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

9. NOTICES

When any Party is entitled to receive any notice under this Agreement, the notice shall be sent by FedEx (or other tracked delivery service) or electronic mail to the following:

For AIRE:

Mr. Dan Allumbaugh, President
AIRE
2021 E. Wilson Lane
Meridian ID 83680

With a copy to its counsel:

Steven R. Weeks
Weeks Law, PLLC
1041 Libey Road
Viola, ID 83872
srweeks@msn.com

For Davia to:

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

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

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

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

11. MODIFICATION

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

12. ENTIRE AGREEMENT

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or

implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties. No supplementation, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Party to be bound. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any of the other provisions whether or not similar, nor shall such waiver constitute a continuing waiver

13. ATTORNEY'S FEES

13.1 Should Davia prevail on any motion, application for order to show cause or other proceeding to enforce a violation of this Agreement, Davia shall be entitled to her reasonable attorney fees and costs incurred as a result of such motion, order or application, consistent with C.C.P. § 1021.5. Should AIRE prevail on any motion, application for order to show cause or other proceeding to enforce a violation of this Agreement, AIRE may be entitled to its reasonable attorney fees and costs incurred as a result of such motion, order or application upon a finding that Davia's prosecution of the motion or application lacked substantial justification. For purposes of this Agreement, the term substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, *et seq.*

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

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

14. NEUTRAL CONSTRUCTION

Both Parties and their counsel have participated in the preparation of this Agreement and this Agreement is the result of the joint efforts of the Parties. This Agreement was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Agreement shall not be interpreted against any Party as a result of the manner of the preparation of this Agreement. Each Party to this Agreement agrees that any statute or rule of construction providing that ambiguities are

to be resolved against the drafting Party should not be employed in the interpretation of this Agreement and, in this regard, the Parties hereby waive California Civil Code Section 1654.

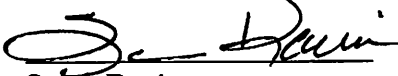
15. COUNTERPARTS, FACSIMILE SIGNATURES

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

16. AUTHORIZATION

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

IT IS SO AGREED

<p>Dated: February __, 2018</p> <p>_____</p> <p>Dan Allumbaugh, President AIRE</p>	<p>Dated: February ¹⁴, 2018</p> <p></p> <p>Susan Davia</p>
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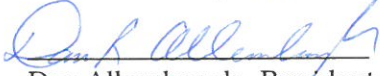
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This Agreement may be executed in counterparts and by facsimile or portable document format (PDF), each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

16. AUTHORIZATION

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

IT IS SO AGREED

<p>Dated: February <u>13</u>, 2018</p>  <p>Dan Allumbaugh, President AIRE</p>	<p>Dated: February __, 2018</p> <hr/> <p>Susan Davia</p>
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