

**PROPOSITION 65 SETTLEMENT AGREEMENT
(Susan Davia AG Notices 2024-01279)**

1. INTRODUCTION

1.1 The Parties

This settlement agreement (“Agreement” or “Settlement Agreement”) is entered into by and between noticing party Susan Davia (“Davia”) and noticed party Sobhy Yousef (dba Country Club Mobil) (hereafter, “Yousef”), with Davia and Yousef 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 Yousef

For purposes of this settlement agreement only, Yousef does not dispute that it he, dba Country Club Mobil, qualifies as 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 Yousef is responsible for the design, manufacture, distribution and/or sale, in the State of California, of Smile Brand Booster Cables and Carry Case products made with vinyl components that expose users to di(2-ethylhexyl)phthalate (DEHP), diisononyl phthalate (DINP) and di-n-butyl phthalate (DBP) without first providing “clear and reasonable warning” under Proposition 65. Pursuant to Proposition 65, DINP is listed as a carcinogen, DBP is a reproductive toxin and DEHP is both a carcinogen and reproductive toxin. DEHP, DBP and DINP shall be referred to hereinafter, collectively, as the “Listed Chemicals.”

1.5 Notice of Violation

On March 29, 2024, Davia served Yousef and various public enforcement agencies with a document entitled “Supplemental 60-Day Notice of Violation” (“Notice”) 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 the Listed Chemicals found in Smile Brand booster cable and carry case Covered Products (the “Covered Products” defined in § 2.1) sold in California (AG Notice 2024-01279).

This March 29, 2024, Supplemental Notice of Violation shall hereafter be referred to as “Notice.” Yousef represents that, as of the date it executes this Agreement, it is not aware of any public enforcer that is diligently prosecuting a Proposition 65 enforcement action related to DEHP, DBP or DINP in the Covered Products, as identified in the Notice.

1.6 No Admission

Yousef denies the material, factual, and legal allegations in the Notice and maintains that all of the products it has manufactured, sold and/or distributed for sale in California, including Covered Products, have been, and are, in compliance with all applicable laws and regulations, including Proposition 65. To the extent that it could be proven that the Covered Products were subject to Proposition 65, Yousef denies the material factual and legal allegations contained in the Notice and maintains that it did not knowingly or intentionally expose California consumers to the Listed Chemical through the reasonably foreseeable use of the Covered Products. Nothing in this Agreement shall be construed as an admission by Yousef 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 Yousef of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Yousef. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect Yousef’s obligations, responsibilities, and duties under this Agreement.

1.7 Final Settlement

The Parties enter into this Agreement pursuant to a full and final settlement of all claims between the Parties for the purpose of avoiding prolonged litigation.

1.8 Consent to Jurisdiction

For purposes of this Agreement only, the Parties stipulate that the Riverside County Superior Court has jurisdiction over Yousef as to this Agreement and that venue for any action to enforce this Agreement is proper in County of Riverside.

2. DEFINITIONS

2.1 “Covered Product” shall mean all size and capacity variations of Smile Brand booster cables in carrying case, including, but not limited to, Smile Brand Booster Cables & Carry Case 12 Ft., 10 Ga., 200 Amp. (7 66150 12601 3).

2.2 “Phthalate Free” Covered Products shall mean any accessible component of any Covered Product contains less than or equal to 1,000 parts per million (“ppm”) of DEHP, DINP, DBP, diisodecyl phthalate (“DIDP”), di-n-hexyl phthalate (“DnHP”) and butyl benzyl phthalate (“BBP”) as determined by a minimum of duplicate quality controlled test results using Environmental Protection Agency (“EPA”) testing methodologies 3580A and 8270C or equivalent methodologies utilized by federal or state agencies to determine the presence and measure the quantity of phthalates in solid substances.

2.3 “Effective Date” shall mean February 1, 2025.

3. INJUNCTIVE RELIEF

3.1 As of the Effective Date, Yousef, at its sole discretion, agrees to either (a) cease selling, offering for sale or distributing the Covered Products in California, (b) manufacture, import, or otherwise source for authorized sale in California only reformulated Products, as defined pursuant to Section 2.1 below, or (c) provide a clear and reasonable Proposition 65 warning on the Covered Products pursuant to Section 3.2 below.

3.2 Warnings


Beginning on the Effective Date, and continuing thereafter, Yousef shall not sell in California, or distribute for sale in California, any Covered Product that is not Phthalate Free, unless accompanied by warnings provided for in Section 3.2 and Section 3.3. As used in this Section 3.2, “distribute for sale in California” means to directly ship Covered Products into California or to sell Covered Products to a distributor Yousef reasonably understands will sell Covered Products in California.

3.2.1 General Warning Requirements


Yousef agrees that each warning shall be prominently placed 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. Each warning shall be provided in a manner such that the consumer or user understands to which *specific*

Covered Products the warning applies to minimize the risk of consumer confusion.

For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered Products shall consist of a warning affixed to the packaging, label, tag, directly to each Covered Products sold in California by Yousef, or on a placard, shelf tag, sign or electronic device or automatic process that contains one of the following statements:

 **WARNING:** This product can expose you to chemicals, including Di(2-ethylhexyl)phthalate (DEHP), di-n-butyl phthalate (DBP), diisononyl phthalate (DINP), 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

or

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

The triangle above shall be yellow on the warning statement. This warning statement shall be prominently displayed on the Covered Products, on the packing of the Covered Products, or on a placard, shelf tag, or sign provided that the statement is displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual prior to sale. If the warning statement is displayed on the Covered Products' packaging, it must be in a type size no smaller than the largest type size used for other consumer information on the product. In no case shall a warning statement displayed on the Covered Products' packaging appear in a type size smaller than 6-point type.

If the Covered Products' packaging contains consumer information in a foreign language, a warning statement in that language is required.

3.2.2 E-commerce Warning

As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent that Yousef sells Covered Products online on a website within his control, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603(a) must be provided by including either the warning or a clearly marked hyperlink using the word "**WARNING**" on the product display page, or by otherwise

prominently displaying the warning to the purchaser prior to completing the purchase. If an on-product warning is provided pursuant to Cal. Code Regs. Tit. 27, § 25603(a), the warning provided on the website may use the same content as the on-product warning. For purposes of this section, a warning is not prominently displayed if the purchaser must search for it in the general content of the website. These requirements extend to any websites under the exclusive control of Yousef where Covered Products are sold into California. In addition, Yousef shall instruct any third-party website to which it directly sells Covered Products to include the same online warning, as set forth above, as a condition of selling the Covered Products in California.

There shall be no obligation for Yousef to provide a warning for Covered Products that have left Yousef's possession or control and that entered the stream of commerce prior to the Effective Date, and the Section 4 release applies to all such Covered Products.

If the Covered Products' packaging contains consumer information in a foreign language, an ecommerce warning statement in that language is required.

3.3 The requirements for warnings, set forth in subsection 3.2.1 above, are imposed pursuant to the terms of this Settlement Agreement. The Parties recognize that these are not the exclusive methods of providing a warning under Proposition 65 and its implementing regulations. Yousef shall be deemed to be in compliance with the warning requirements of this Settlement Agreement by either adhering to this Section 3.2 or by complying with the Proposition 65 warning requirements adopted by the State of California Office of Environmental Health Hazard Assessment ("OEHHA") as of or after the Effective Date.

3.4 Changes in Warning Regulations or Statutes

In the event that the Office of Environmental Health Hazard Assessment promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Covered Products and the chemical at issue, which are different than those set forth above, Yousef shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Agreement. If regulations or legislation are enacted providing that Proposition 65 warnings as to phthalate chemicals in this product are no longer

required, a lack of warning by Yousef will not thereafter be a breach of this Agreement so long as Yousef can demonstrate meeting all of the requirements and conditions of such regulations or legislation.

3.5 Products No Longer in Yousef's Control

Yousef represents as a material part of this Agreement that Yousef is not aware of any retail customer of Yousef's that maintains or controls any inventory of Covered Products. Should Yousef obtain actual notice of any retail customer of Yousef's having possession of any inventory of Covered Product without a Section 3 warning, Yousef shall immediately advise such customer, in writing, that such Covered Products may only be sold in California with a warning meeting the requirements of Section 3.1 through Section 3.4.

3.6 Product Reformulation Request for New Covered Product Acquisition

After the Effective Date, to the extent Yousef himself, or through a fictitious business of his (including Country Club Mobil), purchases or otherwise obtains Covered Products from a manufacturer or authorized distributor of the Covered Products (and not simply a reseller), Yousef shall provide the Phthalate Free concentration standards of Section 2.2 to such vendor or manufacturer of any Covered Product and request such entities not to incorporate any raw or component materials that do not meet the Phthalate Free concentration standards of Section 2.2 into any Covered Product. Prior to purchase and acquisition of any Covered Product from such vendor or manufacturer, Country Club shall obtain a written confirmation from the new vendor confirming whether the Covered Product complies with the Phthalate Free concentration standard in all materials comprising the Covered Product. For every Covered Product Yousef orders, causes to be ordered or otherwise obtains from such a vendor or manufacturer after the Effective Date, Country Club shall either confirm it is Phthalate Free or only sell the Covered Product in California in Compliance with Section 3.1 through 3.4. For all such correspondence under this Section, Yousef shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for two (2) years from the Effective Date and shall produce such copies to Davia within fifteen (15) business days of receipt of written request from Davia.

4. MONETARY PAYMENTS

4.1 Civil Penalty

As a condition of settlement of all the claims referred to in this agreement, Yousef shall pay a

total of \$1,200 in civil penalties in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty remitted to Davia.

4.2 Augmentation Of Penalty Payments

For purposes of the penalty assessment under this Agreement, Davia is relying entirely upon Country Club 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 evidence to counsel for Country Club that the Covered Products have been distributed in California in sales volumes materially different (more than 10X) than those identified by Country Club prior to execution of this Agreement, and Country Club does not provide Davia with competent and credible evidence to dispute this claim, then Country Club shall be liable for an additional penalty amount of \$10,000.00. Davia agrees to provide counsel for Country Club with a written demand for all such additional penalties and attorney fees under this Section. After service of such demand, Country Club shall have thirty (30) days to either present evidence to counter this claim or to agree to the amount of fees and penalties owing by Country Club and submit such payment to Davia in accordance with the method of payment of penalties and fees identified in Section 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 the additional civil penalties pursuant to this Section and the prevailing party to such action shall be entitled to all reasonable attorney fees and costs relating to such claim.

4.3 Attorney Fees and Costs

Under the legal principles of the private attorney general doctrine, codified at California Code of Civil Procedure section 1021.5, Yousef agrees to pay \$35,529.00 to Davia and its counsel, in three installments, for all fees and costs incurred in investigating, bringing this matter the attention of Yousef, and negotiating a settlement.

4.4 Payment Procedures

To satisfy its monetary obligations under Sections 24.1 and 4.3, Yousef shall deliver settlement checks to plaintiff’s counsel as follows:

No later than February 7, 2025, one civil penalty check payable to "OEHHA" (EIN: 68-0284486, Memo line "Prop 65 Penalties, 2024-01279"), in the amount of \$900;

No later than February 7, 2025, one civil penalty check payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop 65 Penalties, 2024-01279") in the amount of \$300;

No later than February 7, 2025, one fee and cost reimbursement check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2024-01279") in the amount of \$11,843;

No later than March 7, 2025, a second fee and cost reimbursement check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2024-01279") in the amount of \$11,843; and

No Later than April 4, 2025, a third fee and cost reimbursement check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2024-01279") in the amount of \$11,843.

All civil penalty and attorney fee/cost payments shall be delivered to Davia's counsel at the following address:

Sheffer Law Firm
Attn: Proposition 65 Controller
232 E. Blithedale Ave., Suite 210
Mill Valley, CA 94941

Yousef 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 five business days of the due date for such payment.

While the obligations of this agreement are binding upon execution, the Release of Yousef shall not become effective until after all monetary payments have been made by Country Club and all funds have cleared.

Country Club shall also pay any augmented civil penalties pursuant to Section 4.2, on or before the date agreed upon by the Parties or ordered by the Court pursuant to Section 4.2, with civil penalty checks payable to "OEHHA" (Memo line "Prop 65 Penalties, 2024-01279") and "Susan Davia" (Memo line "Prop 65 Penalties, 2024-01279") in the amount agreed to by the Parties or ordered by the Court pursuant to Section 4.2 and as divided pursuant to California Health & Safety Code § 25249.12(c)(1) & (d).

Country Club shall also pay any attorney fees and costs pursuant to Section 4.2, on or before the date agreed upon by the Parties or ordered by the Court pursuant to Section 4.2, with a check payable to

“Sheffer Law Firm” (Memo line “2024-01279”) in the amount agreed upon by the Parties or ordered by the Court pursuant to Section 4.2.

All Section 4.2 payments shall be delivered to plaintiff’s counsel at the following address:

Sheffer Law Firm
Attn: Proposition 65 Controller
232 E. Blithedale Ave., Suite 210
Mill Valley, CA 94941

Yousef shall also be liable for payment of interest, at a rate of 10% simple interest, for all amounts due and owing from it under Section 4.2 that are not received by Sheffer Law Firm within ten (15) business days of the due date for such payment.

Yousef agrees to provide a completed IRS 1099 for its payments to, and Davia agrees to provide IRS W-9 forms for, each of the payees under this Settlement Agreement. The Parties acknowledge that Yousef cannot issue any settlement payments pursuant to Section 4.1 above until after Yousef receives the requisite W-9 forms from Davia’s counsel.

5. RELEASES

5.1 DAVIA’S RELEASE OF YOUSEF

This settlement agreement is a full, final and binding resolution between Davia, and Yousef of any violation of Proposition 65 that was or could have been asserted by Davia, individually and on behalf of herself and her past and current representatives, agents, attorneys, successors and/or assigns (“Releasers”) against Yousef, and each of their directors, officers, employees, attorneys, agents, parents, and subsidiaries affiliated entities under common ownership, directors, officers, members, employees, and any entity, including, but not limited to each entity to whom Yousef directly or indirectly distributes or sells the Covered Products, including, but not limited to Circle K, Alimentation Couche-Tard, Inc., and ExxonMobil, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members and licensees (“Releasees”), based on the failure to warn about alleged exposures to DEHP, DBP or DINP contained in the Covered Products that were manufactured, distributed, sold or offered for sale by Yousef before the Effective Date as alleged in the Notice.

In further consideration of the promises and agreements herein contained, and for so long as Yousef remains in compliance with the terms of this Agreement, Davia on behalf of herself, her past

and current representatives, agents, attorneys, successors and/or assigns hereby waives all Davia's rights to institute or participate in, directly or indirectly, any form of legal action and, other than expressly stated herein, releases all claims that Davia may have, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses -- including, but not limited to, investigation fees, expert fees, and attorneys' fees,-- limited to and arising under Proposition 65 with respect to the DEHP, DBP or DINP in the Covered Products manufactured, distributed, sold and/or offered for sale by Yousef before the Effective Date (collectively "claims"), against Yousef and Releasees.

5.2 YOUSEF'S RELEASE OF DAVIA

Yousef, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against Davia and its attorneys and other representatives, for any and all actions taken or statements made by Davia and its attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Covered Products.

5.3 CALIFORNIA CIVIL CODE SECTION 1542

It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to the Covered Products will develop or be discovered. Davia on behalf of herself only, on one hand, and Yousef on behalf of itself only, on the other hand, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through the Effective Date. The Parties acknowledge that the claims released in Sections 5.1 and 5.2 may include unknown claims, and nevertheless waive California Civil Code section 1542 as to any such unknown claims. California Civil Code section 1542 reads as follows:

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

Davia and Yousef each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

5.4 NO UPSTREAM RELEASE

This section 5.1 release shall not extend upstream to any entities, other than Yousef, 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 Yousef.

5.3 PUBLIC BENEFIT

It is Davia's understanding that the commitments it has agreed to herein, and actions to be taken by Yousef under this Settlement Agreement confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent of Yousef that to the extent any other private party serves a notice and/or initiates an action alleging a violation of Proposition 65 with respect to Yousef's alleged failure to provide a warning concerning actual or alleged exposure to DEHP, DBP and/or DINP prior to use of the Covered Products it has manufactured, distributed, sold, or offered for sale in California, or will manufacture, distribute, sell, or offer for sale in California, such private party action would not confer a significant benefit on the general public as to those Covered Products addressed in this Settlement Agreement, provided that Yousef is in material compliance with this Settlement Agreement.

6. ENFORCEMENT

Prior to bringing any motion, order to show cause, or other proceeding to enforce Proposition 65 or any terms of this Agreement relating to the alleged sale in California of any Covered Product without a warning and which is alleged to not be Phthalate Free, in actual or alleged violation of this Agreement, Davia shall provide a Notice of Violation ("NOV") to Yousef. The NOV shall include, for each Covered Product alleged to be violation of this Agreement: the date of alleged violation(s), place of sale, date and proof of purchase (if relevant), and any test data obtained by Davia regarding each such Covered Product. Davia shall take no further action regarding any alleged violation nor seek any monetary recovery for herself, her agents or her counsel if, within 30 days of receiving such NOV, Yousef demonstrates (1) that the Covered Product was manufactured distributed, sold or offered for

sale by Yousef before November 1, 2024; or (2) that Yousef directed the retailer or distributor of the Covered Product to take corrective action by placing an appropriate warning on the Covered Product(s) compliant with Section 3.3 of this Agreement following service of the NOV; or (3) that the Covered Products are Phthalate Free.

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 certified mail or electronic mail to the following:

For Yousef:

Sobhy Yousef
1708 North Palm Canyon Drive
Palm Springs, CA 92262
yucef3862@aol.com

With a copy to its counsel:

Steven Taber, Partner
Leech Tishman
200 South Los Robles Avenue, Suite 300
Pasadena, CA 91101
staber@leechtishman.com

For Davia to:

Proposition 65 Coordinator
Sheffer Law Firm
232 E. Blithedale Ave., Suite 210
Mill Valley, CA 94941
gregs@sheffer-law.net

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.

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

Should either Party prevail on any motion, application for order to show cause or other proceeding to enforce a violation of this Agreement, that Party shall be entitled to its reasonable attorney fees and costs incurred as a result of such motion, order or application, consistent with C.C.P. §§ 1021 and 1021.5.

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

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 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: January __, 2025</p> <p>_____</p> <p>Sobhy Yousef</p>	<p>1/30/2025 Dated: January __, 2025</p> <p> _____</p> <p>Susan Davia</p>
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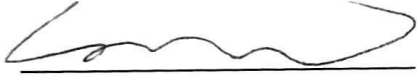
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The undersigned are authorized to execute this Agreement on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this Agreement.

IT IS SO AGREED

<p>Dated: January <u>31</u>, 2025</p>  <p>Sobhy Yousef</p>	<p>Dated: January __, 2025</p> <hr/> <p>Susan Davia</p>
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