

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice, Johnny Buscema Jr. (“Buscema”), S.A.F.E. Structure Designs (“SAFE Structure”), and U.S.A. Manufacturing d/b/a U.S.A. Contractor (“USA Manufacturing”) (together Buscema, SAFE Structure, and USA Manufacturing are “Settling Parties”), through their authorized representatives. Collectively, the United States and the Settling Parties will be referred to as the “Parties.”

RECITALS

A. SAFE Structure is a Florida company with a principal place of business in Las Vegas, Nevada. SAFE Structure sells safety equipment to commercial and military customers.

B. USA Manufacturing is a Florida construction company with a principal place of business in New Port Richey, Florida. USA Manufacturing submitted bids on government solicitations as a third-party logistics company.

C. Buscema is an individual residing in New Port Richey, Florida. Buscema owns and operates USA Manufacturing and SAFE Structure. Neither SAFE Structure nor USA Manufacturing has any full-time employees other than Buscema.

D. Noble Sales Co., Inc. d/b/a Noble Supply & Logistics (“Noble”) is a Massachusetts corporation with a principal place of business at One Marina Park Drive, Suite 220, Boston, Massachusetts 02210. Noble contracts with the Defense Logistics Agency (“DLA”) to provide maintenance, repair, and operations procurement services, both domestically and abroad, to the United States government, including its Armed Forces.

E. From August 2016 through 2023 (the “Relevant Time Period”), Noble contracted with DLA to provide maintenance, repair, and operations (“MRO”) support to the military in the continental United States under the following contracts:

Contract Category	Contract No.	Title	Start/ Effective Date	End Date
NE MRO	SPE8E3-15-D-0033	Northeast MRO	06/09/2016	06/08/2021
NE MRO	SPE8E3-21-D-0009	Northeast MRO Bridge # 1	06/09/2021	11/22/2022
NE MRO	SPE8E3-23-D-0002	Northeast MRO Bridge # 2	11/12/2022	12/11/2023
NE MRO	SPE8E3-24-D-0004	Northeast MRO Bridge # 3	12/11/2023	06/30/2024
NE MRO	SPE8E3-24-D-0022	Northeast MRO Bridge # 4	07/01/2024	12/27/2024
SE MRO	SPE8EG-14-D0010	Southeast MRO	08/29/2014	08/28/2019
SE MRO	SPE8E3-19-D-0010	Southeast MRO Br # 1	08/29/2019	11/28/2020
SE MRO	SPE8E3-21-D-0002	Southeast MRO Br # 2	11/29/2020	11/28/2021
SE MRO	SPE8E3-22-D-0004	Southeast MRO Br # 3	11/29/2021	01/14/2023
SE MRO	SPE8E3-22-D-0011	Southeast MRO Br # 4	01/15/2023	05/14/2024
SE MRO	SPE8E3-24-D-0012	Southeast MRO Br # 5	05/15/2024	08/15/2025

Collectively, the contracts listed in the table above will be referred to as “Noble’s MRO CONUS Contracts.”

F. The United States contends that Settling Parties knowingly submitted or caused to be submitted false or fraudulent claims for payment to DLA under Noble’s MRO CONUS Contracts during the Relevant Time Period.

G. Settling Parties each admit, acknowledge, and accept responsibility for the following facts:

1) During their dealings with Noble, Settling Parties understood that Noble is a prime vendor contracted by DLA to solicit other vendors for procurement awards under Noble’s MRO CONUS Contracts.

2) During their dealings with Noble, Settling Parties understood that Noble’s MRO CONUS Contracts required Noble to solicit quotes from vendors (such as SAFE Structure and USA Manufacturing) through a competitive process, which required Noble to obtain quotes from independently competing vendors and from vendors that did not

collude with the prime vendor or other competitors on bid, price, or allocation of government customer.

3) Settling Parties coordinated with Noble to submit quotes to Noble for Noble's MRO CONUS Contracts that were not obtained through a competitive process, as required by Noble's MRO CONUS Contracts. In coordination with Noble, Settling Parties provided quotes on terms that permitted another vendor to have a lower bid, as follows:

a. Noble solicited quotes from Settling Parties that Noble and Settling Parties described as "courtesy bids" or "comps." Settling Parties understood courtesy bids or comps to be quotes that Settling Parties knew were not developed through a competitive process or independently. When submitting courtesy bids or comps to Noble, Settling Parties did not intend to win the business they were quoting.

b. When seeking courtesy bids or comps, Noble provided Settling Parties with either the specific prices (including material, labor, installation, and/or freight costs) that Settling Parties should bid or the price floor to exceed when Settling Parties submitted those quotes to Noble.

c. Settling Parties submitted over 100 courtesy bids or comps in response to solicitations under Noble's MRO CONUS Contracts, and the procurements were awarded to other vendors.

4) In addition, Noble and Settling Parties coordinated to obtain quotes from Settling Parties and other vendors on terms that permitted Settling Parties to have a lower bid, as follows:

a. On multiple solicitations allocated to Settling Parties under Noble's MRO CONUS Contracts, Noble solicited from Buscema, and Settling Parties provided, a quote from SAFE Structure and a quote from USA Manufacturing on the same solicitation, in order to use at least one of the two quotes as a courtesy bid or comp. Noble solicited quotes from SAFE Structure and USA Manufacturing for the same solicitations from Buscema, after Buscema informed Noble that he owned and operated both SAFE Structure and USA Manufacturing and that they were not independently competing vendors.

b. Settling Parties also understood that Noble solicited courtesy bids or comps from other vendors to use as courtesy bids or comps in the bid packages that Noble submitted to DLA for the solicitations that were allocated to Settling Parties.

5) Settling Parties paid (a) Bloom Industrial, a government contractor that is based in Pittsburgh, Pennsylvania and (b) AB Rings Group, a government contractor that is based in Pompano Beach, Florida between \$200 and \$250 per quote to submit at least 60 quotes in response to solicitations on Noble's MRO CONUS Contracts.

6) Settling Parties submitted over 100 quotes and received at least 95 procurement awards from Noble based on the conduct described in subparagraph 4 and 5, including (i) at least 58 awards where Bloom Industrial and/or AB Rings Group provided a courtesy bid or comp and (ii) at least 15 awards where both SAFE Structure and USA Manufacturing submitted a quote on the same solicitation.

7) The Settling Parties understood that Noble submitted bid packages to DLA that included the quotes described in this Paragraph G, and DLA awarded contracts to vendors, including Settling Parties. Settling Parties coordinated with or caused Noble to

submit claims to DLA under Noble's MRO CONUS Contracts based on the conduct described in this Recital Paragraph G. Settling Parties understood that Noble submitted the quotes to DLA, that DLA awarded the business to Settling Parties or another vendor, and that DLA made payments through Noble to Settling Parties or another vendor under the awards. Between 2016 and 2023, Settling Parties received not less than \$14.7 million in payments from Noble's MRO CONUS Contracts.

H. The United States contends that it has certain civil claims against Settling Parties for engaging in the conduct described in Recital Paragraph G between 2016 and 2023 (hereinafter referred to as the "Covered Conduct"). In particular, the United States contends that, as a result of the Covered Conduct, Settling Parties caused the submission of false claims to DLA by knowingly causing a false claim to be presented to the government and knowingly making, using, or causing to be made or used, a false record or statement material to a false or fraudulent claim, in violation of 31 U.S.C. § 3729.

In consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Settling Parties shall pay to the United States One Million Dollars (\$1,000,000), plus interest accruing at an annual rate of 4 % from June 30, 2024, until the date of payment (the "Settlement Amount"). Of the Settlement Amount, One Million Dollars (\$1,000,000) shall constitute restitution to the United States. Settling Parties shall pay the Settlement Amount to the United States by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the District of Massachusetts.

2. Settling Parties agree to pay the Settlement Amount as follows:

a. Five Hundred Thousand Dollars (\$500,000), plus accrued interest, no later than ten (10) days after the Effective Date of this Agreement;

b. Three Hundred Thousand Dollars (\$300,000), plus accrued interest, no later than one (1) year after the Effective Date of this Agreement; and

c. Two Hundred Thousand Dollars (\$200,000), plus any remaining interest, no later than two (2) years after the Effective Date of this Agreement.

d. Each Settling Party is jointly and severally liable for the Settlement Amount.

e. Settling Parties shall provide the fullest security possible for all payments owed during the Settlement Payment Period in the form of lien rights or other security interest on collateral approved by the United States, including but not limited to lien rights as to the following properties: (1) 4471 Dean Martin Drive, Unit 3701, Las Vegas, Nevada 89103, and (2) 5904 W. Ford Avenue, Unit 302, Las Vegas, Nevada 89139. Settling Parties shall submit liens or security instruments to the United States for approval and filing within thirty (30) days of the Effective Date of this Agreement.

f. Settling Parties agree that all payment obligations described in this paragraph shall be prioritized over distributions to Settling Parties and any other equity owners of any Settling Party and subordinate only to currently existing debt (as of the Effective Date of this Agreement) of higher priority that Settling Parties disclose to the United States Attorney's office for the District of Massachusetts by the Effective Date of this Agreement.

g. Interest shall accrue on the unpaid Settlement Amount as indicated in Paragraph 1.

h. If Settling Parties or any of their affiliates are sold, merged, or transferred, or a significant portion of the assets of Settling Parties or of any of their affiliates are sold, merged, or transferred into another non-affiliated entity, Settling Parties shall promptly notify the United States, and all remaining payments owed pursuant to the Settlement Agreement shall be accelerated and become immediately due and payable.

i. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

3. Subject to the exceptions in Paragraph 4 (concerning reserved claims) and subject to Paragraph 5 (concerning disclosure of assets), Paragraph 10 (concerning default), and Paragraph 11 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount, plus interest due, the United States releases Settling Parties from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Contract Disputes Act, 41 U.S.C. §§ 7101 - 7109; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

4. Notwithstanding the release given in Paragraph 3 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;

- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals, except for the civil liability released in Paragraph 3 as to Buscema;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

5. Settling Parties have provided sworn financial disclosures and supporting documents (together “Financial Disclosures”) to the United States and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. Settling Parties warrant that the Financial Disclosures are complete, accurate, and current as of the Effective Date of this Agreement. If the United States learns of asset(s) in which Settling Parties had an interest of any kind as of the Effective Date of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy Settling Parties’ obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by Settling Parties on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Disclosures by \$50,000 or more, the United States may at its option: (a) rescind this Agreement and file suit based on the Covered Conduct or (b) collect the full Settlement Amount in accordance with the Agreement plus one hundred percent (100%) of the net value of Settling Parties’ previously

undisclosed assets. Settling Parties agree not to contest any collection action undertaken by the United States pursuant to this provision, and agree that they will immediately pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected in the collection action, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States, pursuant to this Paragraph, rescinds this Agreement, Settling Parties waive and agree not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within 120 calendar days of written notification to Settling Parties that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date of this Agreement.

6. Settling Parties waive and shall not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

7. Settling Parties fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Settling Parties have asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

8. Settling Parties agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47, incurred by or on behalf of Settling Parties, their present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) Settling Parties' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payments that Settling Parties make to the United States pursuant to this Agreement,

are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Settling Parties, and Settling Parties shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, Settling Parties shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Settling Parties or any of its subsidiaries or

affiliates from the United States. Settling Parties agree that the United States, at a minimum, shall be entitled to recoup from Settling Parties any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Settling Parties' books and records and to disagree with any calculations submitted by Settling Parties or any of their subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Settling Parties, or the effect of any such Unallowable Costs on the amount of such payments.

9. Settling Parties agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Settling Parties shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Settling Parties further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in their possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on behalf of any of them.

10. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct due solely to Settling Parties' financial condition as reflected in the Financial Disclosures referenced in Paragraph 5.

a. In the event that Settling Parties fail to pay the Settlement Amount as provided in the payment schedule set forth in Paragraphs 1 and 2 above, Settling Parties

shall be in Default of Settling Parties' payment obligations ("Default"). The United States will provide a written Notice of Default, and Settling Parties shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule and paying any additional interest accruing under the Settlement Agreement up to the date of payment. Notice of Default will be delivered to Settling Parties (through Johnny Buscema Jr. at 4471 Dean Martin Drive, Unit 3701, Las Vegas, Nevada 89103 or through undersigned counsel), or to such other representative as Settling Parties shall designate in advance in writing. If Settling Parties fail to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the United States to a modified payment schedule ("Uncured Default"), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

b. In the event of a Default, each Settling Party agrees to the Consent Judgment attached as Exhibit A.

c. In the event of Uncured Default, Settling Parties agree that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement, and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against Settling Parties for the claims that would otherwise be covered by the releases provided in Paragraph 3 above, with any recovery reduced by the amount of any payments previously made by Settling Parties to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action or by

reinstating the Civil Action; (iii) offset the remaining unpaid balance from any amounts due and owing to Settling Parties and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity; and/or (v) file the Consent Judgment in the United States District Court for the District of Massachusetts. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, Settling Parties agree immediately to pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Agreement pursuant to this Paragraph, Settling Parties waive and agree not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against Settling Parties within 120 days of written notification that this Agreement has been rescinded, and (ii) related to the Covered Conduct, except to the extent these defenses were available on the Effective Date of this Agreement. Settling Parties agree not to contest any offset, recoupment, and/or collection action undertaken by the United States pursuant to this Paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

11. In exchange for valuable consideration provided in this Agreement, Settling Parties acknowledge the following:

a. Settling Parties have reviewed their financial situation and warrant that they are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Amount.

b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Settling Parties, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

d. The Parties do not intend to hinder, delay, or defraud any entity to which Settling Parties were or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

e. If any of Settling Parties' payments or obligations under this Agreement are avoided for any reason (including but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, Settling Parties or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of Settling Parties' debts; or to adjudicate Settling Parties as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Settling Parties or for all or any substantial part of Settling Parties' assets:

i. the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Settling Parties for the claims that would otherwise be covered by the releases provided in Paragraph 3 above;

ii. the United States has an undisputed, noncontingent, and liquidated allowed claim against Settling Parties in the amount of Twenty Six Million Dollars (\$26,000,000), less any payments received pursuant to Paragraphs 1 and 2 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by a receiver, trustee, creditor, custodian, or similar official;

iii. if any payments are avoided and recovered by a receiver, trustee, creditor, custodian, or similar official, the United States shall not be responsible for the return of any amounts already paid by the United States to a Relator, if any.

f. Settling Parties agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 11.e is not subject to an “automatic stay” pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States’ police and regulatory power. Settling Parties shall not argue or otherwise contend that the United States’ claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Settling Parties waive and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to Settling Parties

that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date of this Agreement.

12. This Agreement is intended to be for the benefit of the Parties only. The United States does not release any claims against any other person or entity, except to the extent provided for in this Agreement.

13. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

14. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

15. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Massachusetts. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

16. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. Forbearance by the United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

17. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

18. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

19. This Agreement is binding on Settling Parties' successors, transferees, heirs, and assigns.

20. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

21. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date" of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

[SIGNATURE PAGES FOLLOW]

THE UNITED STATES OF AMERICA

DATED: _____

BY:

**SAMSON
ASIYANBI**

Digitally signed by SAMSON
ASIYANBI
Date: 2024.12.20 15:01:33
-05'00'

SAMSON O. ASIYANBI
Trial Attorney
Commercial Litigation Branch
Civil Division

DATED: _____

BY:

**BRIAN
LAMACCHIA**

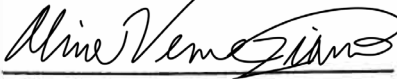
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LAMACCHIA
Date: 2024.12.20 14:44:28
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BRIAN LAMACCHIA
LINDSEY ROSS
Assistant United States Attorneys
District of Massachusetts

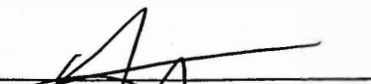
SETTLING PARTIES BUSCEMA, SAFE STRUCTURE, AND USA MANUFACTURING

JOHNNY BUSCEMA JR.

DATED: 12/16/24 BY: 
JOHNNY BUSCEMA JR.

DATED: 12/20/24. BY: 
ALINA VENEZIANO
BRIAN KUESTER
Oberheiden, P.C.
Counsel for Johnny Buscema

SAFE STRUCTURE DESIGNS

DATED: 12/16/24 BY: 
JOHNNY BUSCEMA
On behalf of SAFE Structure

DATED: 12/20/24. BY: 
ALINA VENEZIANO
BRIAN KUESTER
Oberheiden, P.C.
Counsel for SAFE Structure

USA MANUFACTURING

DATED: 12/16/24 BY: 
JOHNNY BUSCEMA
On behalf of USA Manufacturing.

DATED: 12/20/24. BY: 
ALINA VENEZIANO
BRIAN KUESTER
Oberheiden, P.C.
Counsel for USA Manufacturing