

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between the California Air Resources Board (CARB), with its principal location at 1001 I Street, Sacramento, California 95814; and Miratech Group, LLC (also known as Miratech Corporation) ("Miratech"), with its principal location at 420 South 145th East Avenue, Suite A, Tulsa, Oklahoma 74108 (collectively, the "Parties," or individually, "Party").

LEGAL BACKGROUND

- (1) Purpose. The California Health and Safety Code mandates the reduction of the emission of toxic air contaminants (TAC). (Health & Saf. Code, §39002, et seq., *id.* §§ 39650-39675.) CARB has determined that particulate matter (PM) from diesel-fueled engines is a TAC.
- (2) Regulation. CARB adopted the *Verification Procedure, Warranty, and In-use Compliance Requirements for In-use Strategies to Control Emissions from Diesel Engines* (Verification Procedure) (Cal. Code Regs. tit. 13, §§ 2700-2711) to ensure those reductions were met.
- (3) Regulatory Provisions. The Verification Procedure requires that a diesel emission control strategy be approved by a CARB Executive Order (EO) identifying the verified emission reduction level, and any conditions that must be met for the diesel emission control strategy to function properly. The Verification Procedure requires emissions testing after the applicant sells or leases 300 units in the California market. (Cal. Code Regs. tit. 13, § 2709 subd. (a).) The applicant is required to submit an in-use compliance emissions testing proposal to CARB within 90 days of selling or leasing the 300th unit in the California market. (Cal. Code Regs. tit. 13, § 2709 subd. (d).) The applicant is required to submit an in-use compliance testing report to CARB no later than 18 months after selling or leasing the 300th unit in the California market. (Cal. Code Regs. tit. 13 § 2709 subd. (k).) Applicants that receive verification are required to keep records that have valid end user contact information. (Cal. Code Regs. tit. 13, § 2702 subd.(n).)

The Verification Procedure further provides: "No person shall sell, offer to sell, or introduce into commerce a CARB verified diesel emission control strategy unless all of the conditions of the governing EO and the Verification Procedure are met." (Cal. Code Regs. tit. 13, § 2711 subd. (b).) Additionally, "No person shall represent a device as being a CARB verified diesel emission control strategy unless it has received verification pursuant to this article." (Cal. Code Regs. tit. 13, § 2711 subd. (d).)

- (4) Penalty Provisions. Failure to comply with the regulatory requirements of the Verification Procedure is a violation of State law that may result in civil penalties

of up to six thousand two hundred seventy-five dollars (\$6,275.00 USD) and a maximum of twelve thousand five hundred fifty dollars (\$12,550.00 USD) per day, per violation (Health & Saf. Code § 42402, et seq.) Penalties are increased annually based on California Consumer Price Index. (Assembly Bill 1685 (Gomez, 2016).) CARB may also choose to impose administrative penalties as an alternative to civil penalties.

CASE BACKGROUND

- (5) Corporate Entity. At all relevant times, Miratech was organized under the laws of Delaware as a limited liability company and conducted business in the State of California.
- (6) Allegations. CARB alleges that Miratech violated the Verification Procedure by: Failing to conduct emissions testing after selling 300 units in California (Cal. Code Regs. tit. 13, §§ 2709 subds. (a), (b), and (d)); Failing to keep valid end user contact information (Cal. Code Regs. tit. 13, § 2702 subd. (n)); Selling CARB-Verified diesel emission control strategies outside the conditions of the governing Executive Order (Cal. Code Regs. tit. 13, § 2711 subd. (b)); and Falsely representing devices as being CARB-Verified diesel emission control strategies (Cal. Code Regs. tit. 13, §§ 2711 subds. (b) and (d)), resulting in a total count of 112 violations, as outlined in Notice of Violation (NOV) #DSS-VDECS-Miratech-2024. CARB alleges that if paragraphs 1 through 6 were proven, civil penalties could be imposed against Miratech for each and every piece of equipment involved and for each day of violation.
- (7) Acknowledgment. Miratech admits to the facts in paragraphs 1 through 6 but denies any liability resulting from said allegations.
- (8) Consideration. In consideration of the foregoing, and of the promises and facts set forth herein, the Parties desire to settle and resolve all claims, disputes, and obligations relating to the above-listed alleged violations and voluntarily agree to resolve this matter by means of this Settlement Agreement. In order to resolve the violations described herein, Miratech has taken, or agrees to take, the actions enumerated below within the Terms and Conditions. Further, CARB accepts this Settlement Agreement in termination and full settlement of this matter.

TERMS AND CONDITIONS

In consideration of CARB not filing a legal action against Miratech for the alleged violations referred to above in the Legal Background and Case Background, and Miratech's agreement to complete all terms and conditions set forth below, CARB and Miratech agree as follows:

- (9) Settlement Amount. Miratech shall pay a civil penalty of one hundred thirty-seven thousand five hundred dollars (\$137,500.00 USD), and agrees to fund a Supplemental Environmental Project (SEP) entitled *El Sol Environmental Community Health Worker Learning HUB* in the amount of one hundred thirty-seven thousand five hundred dollars (\$137,500.00 USD), consistent with CARB's SEP Policy, for a total settlement of two hundred seventy-five thousand dollars (\$275,000.00 USD). Miratech shall make all payments within thirty (30) calendar days from the Notification Date.
- (10) Notification Date. The date upon which CARB notifies Miratech according to Paragraph 16 (Notices), that the Settlement Agreement is fully executed or when CARB sends the fully executed Settlement Agreement to Miratech.
- (11) Civil Penalty Payment Method. Miratech shall pay the civil penalty by check, credit card, wire transfer, or portal, payable to the "California Air Resources Board," using instructions provided separately by CARB in a Payment Transmittal Form. Miratech is responsible for all payment processing fees. Payments shall be accompanied by the Payment Transmittal Form to ensure proper application. At the time of payment, Miratech shall provide CARB with proof of payment including a copy of the Payment Transmittal Form to the CARB email address provided in Paragraph 16 (Notices). CARB shall deposit the civil penalty amount into the Air Pollution Control Fund for the purpose of carrying out CARB's duties and functions to ensure the integrity of its air pollution control programs. Should payment instructions change, CARB will provide notice to Miratech in accordance with Paragraph 16 (Notices).
- (12) SEP Payment Method(s). Miratech shall fund the SEP by wire, payable to the SEP Recipient/Administrator, El Sol Neighborhood Educational Center, using instructions provided separately by CARB in a SEP Payment Transmittal Form. Miratech is responsible for all payment processing fees. Payments shall be accompanied by the SEP Payment Transmittal Form to ensure proper application. Should payment instructions change, CARB will provide notice to Miratech in accordance with Paragraph 16 (Notices).
- (13) Prohibition Against Financial Benefit. Miratech has agreed that by funding the SEP entitled *El Sol Environmental Community Health Worker Learning HUB*, Miratech will not receive any direct or indirect financial benefit, and that whenever Miratech publicizes or refers to the SEP or the results of the SEP, Miratech will state that the SEP is being undertaken as part of the settlement of a CARB enforcement action.
- (14) Assignment of Rights. In the event the SEP Recipient/Administrator does not fully implement or complete the SEP in accordance with the terms of the SEP Agreement, CARB shall be entitled to recover the full amount of the SEP from the SEP Recipient/Administrator, less any amount expended on the timely and

successful completion of any previously agreed upon interim milestone(s). CARB will deposit any such recovery into the Air Pollution Control Fund. Accordingly, Miratech assigns any and all rights against the SEP Recipient/Administrator to CARB.

- (15) Documents. Miratech shall promptly email or mail the signed and dated Settlement Agreement to the address or email in Paragraph 16 (Notices) and the CARB Enforcement Investigator managing this Settlement.
- (16) Notices. Unless otherwise specified in this Settlement Agreement, whenever notifications, submissions, or communications are required by this Settlement Agreement, they shall be submitted in writing to the address or email below:

As to CARB:

California Air Resources Board
Enforcement Division / Settlement Agreements
Stationary Sources Enforcement Branch / District Support Section
P.O. Box 2815
Sacramento, California 95812-2815
Settlement_Agreement@arb.ca.gov

As to Miratech:

Gregg Byers, Chief Financial Officer
C/O Miratech
420 South 145th East Avenue, Suite A
Tulsa, Oklahoma 74108
gbyers@miratechcorp.com

As to Miratech's Legal Representation:

Sedina L. Banks
2049 Century Park East, Suite 2600
Los Angeles, California 90067
sbanks@greenbergglusker.com

Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above. Notices submitted pursuant to this section shall be deemed submitted upon emailing or mailing.

- (17) Repeat Violations. Miratech agrees to comply with all regulatory requirements and acknowledges that repeat violations could result in increased penalties in the future.

- (18) Entirety. This Settlement Agreement constitutes the entire agreement and understanding between the Parties concerning the Case Background and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning the Case Background hereof. This Settlement Agreement consists of 9 pages and 36 paragraphs.
- (19) Binding Effect. This Settlement Agreement binds Miratech, and any principals, officers, receivers, trustees, successors and assignees, subsidiary and parent corporations and CARB and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Settlement Agreement.
- (20) Effective Date. The effective date shall be the date upon which this Settlement Agreement is fully executed.
- (21) Modification and Termination. No agreement to modify, amend, extend, supersede, terminate, or discharge this Settlement Agreement, or any portion thereof, is valid or enforceable unless it is in writing and signed by all Parties to this Settlement Agreement.
- (22) Severability. Each provision of this Settlement Agreement is severable, and in the event that any provision of this Settlement Agreement is held to be illegal, invalid or unenforceable in any jurisdiction, the remainder of this Settlement Agreement remains in full force and effect.
- (23) Choice of Law. This Settlement Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without regard to California's choice-of-law rules.
- (24) Non-Discharge. It is further agreed that the penalties described in this Settlement Agreement are non-dischargeable under United States Code, title 11, section 523(a)(7), which provides an exception from discharge for any debt to the extent such debt is for a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit.
- (25) Rules of Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Settlement Agreement.
- (26) Non-Waiver. The failure to enforce any provision of this Settlement Agreement shall not be construed as a waiver of any such provision, nor prevent such Party thereafter from enforcing such provision or any other provision of this Settlement Agreement. The rights and remedies granted all Parties herein are cumulative and the election of one right or remedy by a Party shall not constitute a waiver of such

Party's right to assert all other legal remedies available under this Settlement Agreement or otherwise provided by law.

- (27) Intent to be Bound. The Parties represent that: They have participated fully in the review and drafting of this Settlement Agreement; understand and accept all terms; enter into this Settlement Agreement freely and voluntarily; have had an opportunity to consult with legal counsel; are fully informed of the terms and effect of this Settlement Agreement; have agreed to this Settlement Agreement after independent investigation and agree it was not arrived at through fraud, duress, or undue influence; and knowingly and voluntarily intend to be legally bound by this Settlement Agreement.
- (28) Venue. The Superior Court of California, located in the County of Sacramento, shall hear any dispute between the Parties arising from this Settlement Agreement.
- (29) Counterparts and Electronic Signatures. This Settlement Agreement may be executed in counterparts. Electronic, facsimile or photocopied signatures shall be considered as valid signatures.
- (30) Release. In consideration of full payment of the civil penalty and SEP payment(s), and all other undertakings above, CARB hereby releases Miratech and its principals, officers, receivers, trustees, successors and assignees, subsidiary and parent corporations, from any claims CARB may have based on the circumstances described in Paragraph 6 (Allegations) above.
- (31) Authority. Each Party warrants that the individual executing the Agreement on behalf of such Party is duly authorized to do so.

PENALTY BASIS

- (32) Per Unit Penalty. The per unit or per vehicle penalty in this case is a maximum of six thousand ninety dollars (\$6,090.00 USD), depending on the year in which the violation occurred, as adjusted for inflation based on the California Consumer Price Index (Health & Saf. Code § 42402 et seq), for violations of the Verification Regulation (Cal. Code Regs. tit. 13, §§ 2700-2711). The penalty of \$275,000 reflects a per unit penalty of approximately \$2,455 per violation.
- (33) Emissions. The provisions cited in Paragraph 6 (Allegations) above do not prohibit emissions above a specified level.
- (34) Aggravating and Mitigating Factors. The penalties in this matter were determined in consideration of all relevant circumstances, including statutory factors as described in CARB's Enforcement Policy. CARB considered whether the violator

came into compliance quickly and cooperated with the investigation; the extent of harm to public health, safety and welfare; nature and persistence of the violation, including the magnitude of the excess emissions; compliance history; preventative efforts taken; innovative nature and the magnitude of the effort required to comply, and the accuracy, reproducibility, and repeatability of the available test methods; efforts to attain, or provide for, compliance prior to violation; action taken to mitigate the violation; financial burden to the violator; and voluntary disclosure. The penalties are set at levels sufficient to deter violations, to remove any economic benefit or unfair advantage from noncompliance, to obtain swift compliance, and the potential costs, risks, and uncertainty associated with litigation. Penalties in future cases might be smaller or larger depending on the unique circumstances of the case.

(35) Confidential Business Information. CARB may have based this penalty in part on confidential business information provided by Miratech or confidential settlement communications.

(36) Effect of Settlement/Reservation of Rights. The following shall apply:

- (a) This Settlement Agreement resolves the civil claims of CARB for the violations alleged in this Settlement Agreement.
- (b) CARB reserves, and this Settlement Agreement is without prejudice to, all claims, rights, and remedies against Miratech with respect to all matters not expressly resolved in this Settlement Agreement. Notwithstanding any other provision of the Settlement Agreement, CARB reserves all claims, rights, and remedies, whether in law or equity, against Miratech with respect to:
 - (i) Noncompliance with or enforcement of any provision of this Settlement Agreement.
 - (ii) Facts that were not disclosed by Miratech to CARB.
 - (iii) Violation of the California Health and Safety Code and its implementing regulations, or other State laws, regulations, or permit condition(s) not expressly resolved in this Settlement Agreement.
 - (iv) Any imminent and substantial endangerment to the public health, welfare, or the environment in California, whether related to the violations addressed in this Settlement Agreement or otherwise.
 - (v) Any criminal liability.

- (vi) Any claim(s) of any officer or agency of the United States or California, other than CARB.
- (c) In any subsequent administrative or judicial proceeding initiated by CARB for injunctive relief, civil penalties, or other appropriate relief relating to enforcement of the Settlement Agreement, Miratech shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, statute of limitations, or other defenses based upon any contention that the claims raised by CARB in the subsequent proceeding were or should have been brought in the instant case.
- (d) This Settlement Agreement does not limit or affect the rights of Miratech or of CARB against any third parties not covered by this Settlement Agreement, nor does it limit the rights of third parties not covered by this Settlement Agreement against Miratech, except as otherwise provided by law. This Settlement Agreement shall not be construed to create rights in, or grant any cause of action to, any third party not covered by this Settlement Agreement.
- (e) This Settlement Agreement is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Miratech is responsible for achieving and maintaining compliance with all applicable federal, State, and local laws, regulations, and permits; Miratech's compliance with this Settlement Agreement shall not be a defense to any action commenced pursuant to any such laws, regulations, or permits. CARB does not, by its execution of this Settlement Agreement, warrant or aver in any manner that Miratech's compliance with any aspect of this Settlement Agreement will result in compliance with any provisions of federal, State, or local laws, regulations, or permits.

ACKNOWLEDGED AND ACCEPTED BY:

California Air Resources Board

Signature: /S/

Name: Shannon M. Dilley

Title: Chief Counsel

Date: August 25, 2025

Miratech Group, LLC (also known as Miratech Corporation)

Signature: /S/

Name: Gregg L. Byers

Title: Chief Financial Officer

Date: August 25, 2025