

SETTLEMENT AGREEMENT

Davia AG Notices 2015-01062 and 2015-01136

1. INTRODUCTION

1.1 The Parties

This settlement agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Susan Davia (“Davia”) and Boss Manufacturing Company (“BOSS”), with Davia and BOSS 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 Boss Manufacturing Company

For purposes of this Agreement only, BOSS agrees that it 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 BOSS manufactured, distributed and/or sold, in the State of California, rainwear in PVC packaging containing DEHP (hereafter “Packaging” or “Covered Packaging”), without first providing a “clear and reasonable warning” under Proposition 65. DEHP is listed as a reproductive and developmental toxicant pursuant to Proposition 65 and is referred to hereinafter as the “Listed Chemical” or “DEHP.” Davia does not allege that any Boss products contained in Covered Packaging contain DEHP, or any other chemical listed under Proposition 65.

1.5 Notice of Violation

On October 1, 2015, Davia served Boss Manufacturing Company, Boss Holdings, Inc. and various public enforcement agencies with a document entitled “60-Day Notice of Violation” that provided the relevant 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 contained in Covered Packaging for BOSS products sold in California. On October 29, 2015, Davia served Boss Manufacturing Company, Boss Holdings, Inc., Ace Hardware Corporation, Lowe's Companies, Inc., LG Sourcing, Inc. and various public enforcement agencies with a document entitled "Supplemental 60-Day Notice of Violation" that provided the relevant 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 Packaging for BOSS products sold in California (collectively the "Notices"). Ace Hardware Corporation, Lowe's Companies, Inc. and LG Sourcing, Inc. shall hereafter be referred to, collectively, as "Retailers." BOSS received the October 1, 2015, and October 29, 2015 60-Day Notice of Violation. The Parties each represent that, as of the date they execute this Agreement, they are not aware of any public enforcer that is diligently prosecuting a Proposition 65 enforcement action related to alleged DEHP in Covered Packaging as alleged in the Notices.

1.6 No Admission

This Agreement resolves claims that are denied and disputed by BOSS. The Parties enter into this Agreement pursuant to a full and final settlement of any and all claims between the Parties for the purpose of avoiding prolonged litigation. BOSS denies the material factual and legal allegations contained in the Notices, maintains that it did not knowingly or intentionally expose California consumers to DEHP through the reasonably foreseeable use of Covered Packaging, and otherwise contends that, to BOSS' actual knowledge, all Covered Packaging it has manufactured, distributed and/or sold in California has been and is in compliance with all applicable laws, and is completely safe for its intended use. Nothing in this Agreement shall be construed as an admission by BOSS 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 BOSS of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by BOSS. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect BOSS' 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 BOSS as to the allegations in the Notices, and over the terms of this Agreement, that venue is proper in the County of Marin, and that the Marin County Superior Court has jurisdiction to enforce the provisions of this Agreement. As an express part of this Agreement, pursuant to Code of Civil Procedure Section 664.6, the Parties agree that the Marin County Superior Court has jurisdiction over the parties to enforce this settlement until performance in full of the terms of the settlement.

2. DEFINITIONS

2.1 The term "Packaging" or "Covered Packaging" shall mean any PVC packaging containing BOSS products sold in California that contains DEHP, DBP, BBP, DnHP, DIDP, or DINP, including but not limited to, PVC packaging containing BOSS rain suits (such as UPC #072874300371), manufactured, caused to be manufactured, distributed, caused to be distributed by or otherwise sold by BOSS in California.

2.2 The term "Phthalate Free" Covered Packaging shall mean any component of any Covered Packaging containing less than or equal to 1,000 parts per million ("ppm") of DEHP, DBP, BBP, DnHP, DIDP, and DINP as determined by test results using Environmental Protection Agency ("EPA") testing methodologies 3580A and 8270C, or equivalent methodologies used by state or federal agencies for determining the amount of these chemicals in a solid substance.

2.3 "Effective Date" shall mean September 30, 2016.

3. INJUNCTIVE-TYPE RELIEF

3.1 Products No Longer in BOSS' Control

As a material term of this Agreement, BOSS contends that it has already specified Phthalate Free Covered Packaging for its rainwear products and ceased using the rainwear packaging subject to Davia's claims for products sold in California promptly upon receipt of the Notices. No later than the Effective Date, BOSS shall send a letter, electronic or otherwise ("Notification Letter") to: (1) Ace Hardware Corporation; (2) Lowe's Companies, Inc.; and (3) LG Sourcing, Inc. The Notification Letter shall advise the recipient that allegations have been made to BOSS that the Covered Packaging "contains DEHP, a chemical known to the State of California to cause birth defects or other reproductive harm," and that BOSS is requesting that the recipient label the Covered Packaging to ensure compliance with Proposition



65 for Covered Packaging sold in California. The Notification Letter shall include warning labels compliant with Section 3.3 and request that the recipient label the Covered Packaging remaining in inventory for sale in California, or to California Customers, with such labels. The Notification Letter shall instruct the recipient that any warning shall be prominently placed on the Covered Packaging 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.

BOSS shall maintain records of all correspondence or other communications generated pursuant to this Section for two years after the Effective Date and shall promptly produce copies of such records upon Davia's written request.

As an alternative to the Retailer notification letter, for any Retailer, BOSS may have its own personnel or agents go to the Retailer's California distribution center for products in Covered Packaging that will be offered for sale in California and label all existing inventory of Covered Packaging with labels that conform to the warning requirements of Section 3.3 or the warning exemplar attached as Exhibit A.

3.2 Product Packaging Reformulation Commitment

3.2.1 No later than the Effective Date, BOSS shall provide the Phthalate Free concentration standards of Section 2.2, by purchase order terms or other communication, to its then-current vendors of any Covered Packaging instructing them to meet the Phthalate Free concentration standards of Section 2.2 for any Covered Packaging for products that will be sold in California. For a period of two years, BOSS shall maintain copies of purchase orders or other correspondence relating to the Phthalate Free concentration standards for Covered Packaging for products that will be sold in California and shall produce such copies to Davia within fifteen (15) days of receipt of written request from Davia.

3.2.2 After the Effective Date, BOSS shall provide the Phthalate Free concentration standards of Section 2.2 to any new vendors of any Covered Packaging by purchase order terms or other communication instructing such vendor to meet the Phthalate Free concentration standards of Section



2.2 for any Covered Packaging for products that will be sold in California. Prior to purchase and acquisition of any Covered Packaging from any new vendor for use in California, BOSS shall obtain a laboratory test result from the new vendor (or order a test itself) demonstrating compliance with the Phthalate Free concentration standard for the Covered Packaging that will be used in California. For all Covered Packaging BOSS manufactures, causes to be manufactured, orders, causes to be ordered or otherwise obtains from a new vendor for use in California after the Effective Date, BOSS shall, for a period of two years, maintain copies of all testing of such Packaging demonstrating compliance with this section and shall produce such copies to Davia within fifteen (15) days of receipt of written request from Davia.

3.2.3 No later than the September 19, 2016, Settling Defendant shall not manufacture or cause to be manufactured, order or cause to be ordered, distribute or cause to be distributed or otherwise sell any Covered Packaging in California that is not Phthalate Free. For all Covered Packaging BOSS manufactures, causes to be manufactured, orders, causes to be ordered or otherwise sells in California after September 19, 2016, BOSS shall maintain, for a period of two years, copies of all testing of such Packaging demonstrating compliance with this section, and shall produce such copies to Davia within fifteen (15) days of receipt of written request from Davia.

3.3 Product Warnings

All labelling of Covered Packaging that is not DEHP Free must either be placed upon a white sticker no less than 1" high and 2.5" long (including the Avery Label 45160) and state, "WARNING: This product contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm" in a font no less than 11 point Times New Roman or conform to the exemplar label attached as Exhibit A.

4. MONETARY PAYMENTS

4.1 Civil Penalty

In settlement of all the claims referred to in this Settlement Agreement, BOSS shall pay a total of \$5,000 in civil penalties in accordance with this Section. Each penalty payment will be allocated 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, as follows:

BOSS shall issue separate checks to: (a) "OEHHA" (EIN: 68-0284486, Memo line "Prop 65 Penalties") in the amount of \$3,750; and (b) "Susan Davia" in the amount of \$1250. All penalty payments shall be delivered to the addresses listed in Section 4.4 below.

4.2 Representations

For purposes of the penalty assessment under this Agreement, Davia is relying upon BOSS and its counsel for accurate, good faith reporting to Davia of the nature and amounts of relevant sales activity of Covered Packaging. If within nine (9) months of the Effective Date, Davia discovers and presents to BOSS evidence that Covered Packaging has been distributed by BOSS in California in sales volumes materially different than those identified by BOSS prior to execution of this Agreement, then the Parties shall have a period of 30 days to meet and confer concerning such evidence, and BOSS shall have the opportunity to present to Plaintiff any evidence to the contrary. If the Parties can agree on an appropriate disposition, then Boss shall submit payment within 30 days of any agreed additional civil penalties and attorney's fees related to investigating and alleging sales activity materially different from that disclosed by BOSS prior to the execution of this Agreement in accordance with the method of payment of penalties and fees specified in Sections 4.1 and 4.4. If the Parties cannot agree on an appropriate disposition within 30 days, Davia shall be entitled to file a formal legal Complaint for additional penalties according to proof for breach of this contract and, should Davia prevail on such Complaint, she shall be entitled to her reasonable attorney fees and costs relating to such claim to the extent consistent with CCP 1021.5. Should BOSS prevail in opposing any such claim, BOSS shall be entitled to its reasonable attorney's fees in opposing the 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. BOSS 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 of any kind performed in this matter, including but not limited to investigative and expert costs, and attorney's fees through the execution and reporting of this Agreement. Under these legal principles, BOSS shall pay Davia's counsel the total all-inclusive amount of \$31,500 for all fees and costs incurred investigating, litigating, enforcing, and resolving this matter. Such payment shall be made payable to "Sheffer Law Firm".

4.4 Payment Procedures

Payments by BOSS pursuant to this Section shall be delivered as follows:

(a) All payments owed to Davia and OEHHA pursuant to Section 4.1 shall be delivered by the Effective Date to the following payment address:

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

(b) All payments owed to Davia's Counsel pursuant to Section 4.3 shall be delivered by the Effective Date to the following payment address:

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

Any failure by BOSS to deliver any of the above-referenced payments to the designated location and by the required date shall result in imposition of a 10% simple interest assessment on the undelivered payment(s) until delivery.

4.5 Issuance of 1099 Forms

After this agreement has been executed and, once the settlement funds have been transmitted to Davia's counsel, BOSS shall issue three separate 1099 forms, as applicable, 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 (if any);

(b) The second 1099 shall be issued to Davia in the amount paid pursuant to Sections 4.1 and 4.2 (if any), 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.

5. RELEASES

5.1 DAVIA'S RELEASE OF BOSS

5.1.1 This settlement agreement is a full, final and binding resolution between Davia, and BOSS, of any violation or alleged violation of Proposition 65 that was or could have been asserted by Davia on behalf of herself, her past and current representatives, agents, attorneys, successors, and/or assigns, against BOSS, its directors, officers, employees, attorneys, and each entity to whom BOSS directly or indirectly distributes or sells products contained in Covered Packaging, including, but not limited to, Retailers, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees ("Releasees"), based on their failure to warn about alleged exposures to DEHP contained in Covered Packaging that was manufactured, distributed, sold and/or offered for sale by BOSS in California before the Effective Date.

5.1.2 In further consideration of the promises and agreements herein contained, Davia on behalf of herself, her past and current representatives, agents, attorneys, successors, and/or assigns, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and 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--against BOSS and the Releasees arising under Proposition 65 with respect to phthalates in Covered Packaging



manufactured, distributed, sold and/or offered for sale by BOSS before the Effective Date (collectively "claims").

5.1.3 Davia also, in her individual capacity, on behalf of herself, her past and current representatives, agents, attorneys, successors, and/or assigns, provides a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of Davia, of any nature, character or kind, known or unknown, suspected or unsuspected, related to Covered Packaging manufactured, distributed or used for Boss products sold by BOSS or Releasees before 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, on behalf of herself, her past and current representatives, agents, attorneys, successors, and/or assigns, 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 she may lawfully waive such rights or benefits pertaining to the released matters. In furtherance of such intention, excepting Section 4.2, 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 5.1 release is expressly limited to those claims that arise under Proposition 65, as such claims relate to BOSS's alleged failure to warn about exposures to or identification of phthalates contained in Covered Packaging.

This Section 5.1 release is expressly limited to any alleged violations by BOSS that occur prior to November 1, 2016, and does not release any Releasee, entity or individual besides BOSS from any liability



for any violation of Proposition 65 regarding Covered Packaging that occurs after April 1, 2017, though any such alleged violations are subject to BOSS' opportunity to cure the violations through the procedures of Section 6.

The Parties further understand and agree that this Section 5.1 release shall not extend upstream to any entities, other than BOSS, that manufactured the Covered Packaging, or any distributors or suppliers who sold the Covered Packaging to BOSS.

5.2 BOSS's Release of Davia

BOSS, 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, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to phthalates contained in Covered Packaging (the "released matters"). BOSS 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.

BOSS expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on him 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. 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 5.2 release is expressly limited to those claims that arise under Proposition 65, as such claims relate to BOSS's alleged failure to warn about exposures to or identification



of phthalates contained in the Covered Packaging.

6. ENFORCEMENT

6.1 Prior to bringing any motion, order to show cause, or other proceeding to enforce Proposition 65 or any term of this Agreement relating to the alleged sale in California by any Releasee of any Covered Packaging without a warning that is alleged not to be Phthalate Free in actual or alleged violation of this Agreement, Davia shall provide a Notice of Violation (“NOV”) to BOSS. The NOV shall include, for each such Covered Packaging: the date(s) the alleged violation(s) was observed and the location at which the product incorporating the Covered Packaging was offered for sale, and shall be accompanied by all test data obtained by Davia regarding each such Covered Packaging. Davia shall take no further action regarding the alleged violation nor seek any monetary recovery for herself or her counsel if, within 30 days of receiving such NOV, BOSS provides notice to Davia that either: (1) The Covered Product was distributed, sold, or offered for sale by BOSS before the Effective Date; or (2) BOSS provides Davia evidence that, since receiving the NOV, BOSS took, or directed the Releasee to take, corrective action by removing the Covered Packaging identified in the NOV from sale in California or providing a clear and reasonable warning for the Covered Packaging identified in the NOV pursuant to 27 Cal. Code Regs. § 25603.

7. POST EXECUTION CONVERSION TO CONSENT JUDGMENT

Within twelve months of the execution of this Settlement Agreement BOSS may request in writing that Davia file a complaint incorporating the terms of this Settlement Agreement into a proposed consent judgment, and 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 BOSS 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, BOSS shall 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 \$10,000, exclusive of fees and costs that may be incurred on appeal (if any). BOSS shall remit payment to the Sheffer Law Firm, at the address set forth below. Such additional fees shall be paid by BOSS, within ten days after its receipt of monthly invoices from Davia's counsel, for 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 BOSS to timely pay Davia's invoices under this Section shall result in the assessment of ten percent (10%) interest on any outstanding balance.

8. SEVERABILITY

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

9. GOVERNING LAW

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

10. NOTICES

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

For BOSS, to:

James F. Sanders
Vice President & General Counsel
Boss Manufacturing Company
1221 Page Street
Kewanee, IL 61443-3241

With copy to its counsel at:



J. Robert Maxwell
Rogers Joseph O'Donnell PLC
311 California Street, 10th Floor
San Francisco, CA 94104

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.

11. 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).

12. MODIFICATION

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

13. 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

14. ATTORNEY'S FEES

14.1 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 BOSS prevail on any motion, application for order to show cause or other proceeding to oppose or enforce a violation of this Agreement, BOSS shall 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.*

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

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

15. 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.

16. 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.

17. AUTHORIZATION

The undersigned parties 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: September __, 2016</p> <p>_____</p> <p>Susan Davia</p>	<p>Dated: September <u>23</u>, 2016</p> <p><i>Boss Manufacturing Company</i></p> <p>By: <u><i>James F. Sanders</i></u></p> <p>James F. Sanders, V.P.</p> <p>Boss Manufacturing Company</p>
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17. AUTHORIZATION

The undersigned parties 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

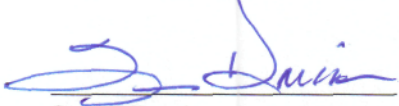
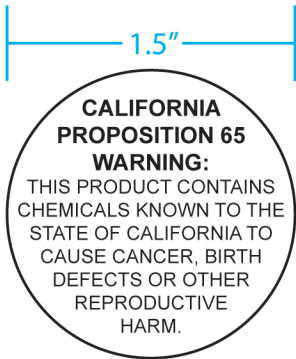
<p>Dated: September <u>23</u>, 2016</p>  <p>Susan Davia</p>	<p>Dated: September __, 2016</p> <hr/> <p>James F. Sanders Boss Manufacturing Company</p>
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EXHIBIT A



Warning headline font size: 8.5

Body font size: 7.25

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- body regular