

**SETTLEMENT AGREEMENT
SUSAN DAVIA AG NOTICE 2016-00227**

1. INTRODUCTION

1.1 The Parties

This settlement agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Susan Davia, (“Davia”), Wellsco International Group, Co., Ltd. (“Wellsco”), The Home Depot, Inc. and Home Depot USA, Inc. (collectively “Home Depot”) with Davia, Wellsco and Home Depot 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 Wellsco International Group, Co., Ltd.

Wellsco International Group, Co., Ltd. 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”). Wellsco International Group, Co., Ltd. is alleged to have been responsible for the manufacture and distribution of the products subject to this Agreement.

1.4 The Home Depot, Inc. and Home Depot USA, Inc.

The Home Depot, Inc. and Home Depot USA, Inc. are each a person in the course of doing business for purposes of Proposition 65. The Home Depot, Inc. and Home Depot USA, Inc. are alleged to have been responsible for the distribution and California sale of the products subject to this Agreement through Home Depot retail outlets.

1.5 General Allegations

Davia alleges that Wellsco and Home Depot participated in the manufacture, distribution and/or sale, in the State of California, vinyl coated utility hooks (hereafter “Products” or “Covered

Products”), which products exposed users to DEHP without first providing “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”

1.6 Notice of Violation

On October 20, 2015, Davia served HD Supply Inc., HD Supply Distribution Services, LLC, Crown Bolt, Inc., The Home Depot, Inc., Home Depot USA, Inc. and various public enforcement agencies with a document entitled “60-Day Notice of Violation” that provided public enforcers and the noticed entities with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn consumers of the presence of DEHP, a toxic chemical found in Covered Products sold in California. On March 22, 2016, Davia served a document entitled “Supplemental 60-Day Notice of Violation” on these same entities, and also Wellsco International Group Co., Ltd., that provided public enforcers and the noticed entities with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn consumers of the presence of DEHP, a toxic chemical found in Covered Products sold in California.

Home Depot received the October 20, 2015, 60-Day Notice of Violation. Wellsco and Home Depot each received the March 22, 2016, Supplemental 60-Day Notice of Violation. Wellsco and Home Depot represent that, as of the date each executes this Agreement, it is not aware of any public enforcer that is diligently prosecuting a Proposition 65 enforcement action related to DEHP in the Covered Products, as identified in the 60-Day Notices.

1.7 No Admission

This Agreement resolves claims that are denied and disputed by Wellsco and Home Depot. 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. Wellsco and Home Depot deny the material factual and legal allegations contained in the Notice, maintains that they did not knowingly or intentionally expose California consumers to DEHP through the reasonably foreseeable use of the Covered Products and otherwise contends that, all Covered Products each has manufactured,

distributed and/or sold in California have been and are in compliance with all applicable laws. Nothing in this Agreement shall be construed as an admission by Wellsco or Home Depot 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 Wellsco or Home Depot of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Wellsco and Home Depot. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect Wellsco's and Home Depot's obligations, responsibilities, and duties under this Agreement.

1.8 Consent to Jurisdiction

For purposes of this Agreement only, the Parties stipulate that the Marin County Superior Court has jurisdiction over Wellsco and Home Depot as to the allegations in the 60-Day Notices received from Davia, and this Agreement, that venue is proper in 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 Marin County Superior Court has jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

2. DEFINITIONS

2.1 The term "Products" or "Covered Products" or "exemplar Covered Product(s)" shall mean Everbilt Bike Hook (864-420), Everbilt Screw-In Plant Hook (166-000), Everbilt screw-in Utility Hanger (864-412) and Everbilt Screw-In Vinyl Coat Tool Hook (864-404).

2.2 The term "DEHP Free" Covered Products shall mean any component of any Covered Product containing less than or equal to 1,000 parts per million ("ppm") of DEHP, DBP, DINP, DIDP, DnHP and DIBP as determined by a minimum of duplicate quality controlled test results using Environmental Protection Agency ("EPA") testing methodologies 3580A and 8270C.

2.3 "Effective Date" shall mean July 22, 2016.

3. INJUNCTIVE-TYPE RELIEF

3.1 Products No Longer in Wellsco' Control

No later than the Effective Date, Wellsco shall send a letter, electronic or otherwise ("Notification Letter") to: (1) HD Supply Inc.; (2) HD Supply Distribution Services, LLC; (3) Crown Bolt, Inc.; (4) The Home Depot, Inc.; (5) Home Depot USA, Inc.; (6) each California retailer to which Wellsco, after June 1, 2014, supplied any Covered Products; and (7) any California retailer that Wellsco reasonably understands or believes had any inventory for resale in California of Covered Products as of September 1, 2015. The Notification Letter shall advise the recipient that the Covered Products "contain DEHP, a chemical known to the State of California to cause birth defects or other reproductive harm," and request that the recipient to label the Covered Products remaining in inventory for sale in California, or to California Customers, pursuant to Section 3.2. The Notification Letter shall require a response from the recipient within 15 days, confirming whether the Covered Products will be labeled. Wellsco 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.

3.2 Product Reformulation Commitment

3.2.1 No later than the Effective Date, and until January 1, 2017, Wellsco shall not sell or ship any Covered Product to any California vendors unless such Covered Product either (a) is reformulated pursuant to Sections 3.2.2 to 3.2.4 or (b) includes a warning as provided in Section 3.3.

3.2.2 No later than the Effective Date Wellsco shall provide the DEHP Free phthalate concentration standards of Section 2.2 to any new vendors of any Covered Product and instruct such vendor not to incorporate any raw or component materials that do not meet or exceed the DEHP Free concentration standards of Section 2.2 into any Covered Product. Wellsco shall maintain copies of all vendor correspondence relating to the DEHP concentration standards and shall produce such copies to Davia within fifteen (15) days of receipt of written request from Davia

3.2.3 After the Effective Date, Wellsco shall provide the DEHP Free phthalate concentration standards of Section 2.2 to any new vendors of any Covered Product and instruct such vendor not to incorporate any raw or component materials that do not meet or exceed the DEHP Free concentration standards of Section 2.2 into any Covered Product. Prior to purchase and acquisition of any Covered Product from any new vendor, Wellsco shall obtain a written confirmation and accompanying laboratory test result from the new vendor demonstrating compliance with the DEHP Free phthalate concentration standard in all materials comprising the Covered Product. For every Covered Product Wellsco manufactures, causes to be manufactured, orders, causes to be ordered or otherwise obtains from a new vendor after the Effective Date, Wellsco shall maintain copies of all testing of such products demonstrating compliance with this section, shall maintain copies of all vendor correspondence relating to the DEHP concentration standards and shall produce such copies to Davia within fifteen (15) days of receipt of written request from Davia.

3.2.4 No later than the January 1, 2017, Wellsco 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 Product that is not DEHP Free. Wellsco shall comply with the above requirements by relying on information obtained from its vendors, provided such reliance is in good faith. For every Covered Product Wellsco manufactures, causes to be manufactured, Orders, causes to be ordered or otherwise sells after January 1, 2017, Wellsco shall maintain copies of all testing of such products demonstrating compliance with this section, shall maintain copies of all vendor correspondence relating to the DEHP concentration standards and shall produce such copies to Davia within fifteen (15) days of receipt of written request from Davia.

3.3 Product Warnings

Wellsco certifies that in early to mid-2015, it began to place product warnings on the labelling of certain of the Covered Products it distributed or sold to California. As of the Effective Date, and until January 1, 2017, Wellsco shall not sell or ship any Covered Product to a California vendor or retailer, or

sell or ship any Covered Product to a vendor or retailer that Wellsco reasonably understands maintains retail outlets in the California, unless such Covered Products are sold or shipped with one of the clear and reasonable warnings set forth hereafter.

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 Product the warning applies, so as to minimize the risk of consumer confusion.

After January 1, 2017, Wellsco shall not distribute or otherwise sell any Covered Product unless it is DEHP Free and shall not sell any products that are not DEHP Free regardless of whether a Proposition 65 warning accompanies the product or not.

(a) **United States Distribution.**

(i) **Product Labeling.** For all Covered Products sold to any entity that Wellsco reasonably understands either maintains retail outlets in the United States or is a distributor for any entity that maintains retail outlets in the United States, Wellsco shall affix a warning to the labeling of the Covered Product that states:

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

(b) **Catalog and Internet Sales.** For all Covered Products sold or offered for sale by Wellsco via catalog or the Internet to customers located in the United States any such catalog or Internet site offering any Covered Product for sale shall include a warning in the catalog or within the website, identifying the specific Covered Product to which the warning applies, as specified in Sections 3.2(b)(i) and (ii) below.

(i) **Mail Order Catalog Warning.** Any warning provided in a mail order catalog must be in the same type size or larger than the Covered Product description text within the

catalog. The following warning shall be provided on the same page and in the same location as the display and/or description of the Covered Product:

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

Where it is impracticable to provide the warning on the same page and in the same location as the display and/or description of the Covered Product, Wellsco may utilize a designated symbol to cross reference the applicable warning and shall define the term “designated symbol” with the following language on the inside of the front or back cover of the catalog or on the same page as any order form for the Old Covered Product(s):

WARNING: Certain products identified with this symbol ▼ contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

The designated symbol must appear on the same page and in close proximity to the display and/or description of the Covered Product. On each page where the designated symbol appears, Wellsco must provide a header or footer directing the consumer to the warning language and definition of the designated symbol.

If Wellsco elects to provide warnings in any mail order catalog, then the warnings must be included in all catalogs offering to sell one or more Covered Products printed after the Effective Date.

(ii) **Internet Website Warning.** A warning must be given in conjunction with the sale, or offer of sale, of any Covered Products by Wellsco via the Internet, provided it appears either: (a) on the same web page on which a Covered Product is displayed; (b) on the same web page as the order form for a Covered Product; (c) on the same page as the price for any Covered Product; or (d) on one or more web pages displayed to a purchaser during the checkout process. The following warning statement shall be used and shall appear in any of the above instances adjacent to or immediately following the display, description, or price of the Covered Product for which it is given in

the same type size or larger than the Covered Product description text:

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

Alternatively, the designated symbol may appear adjacent to or immediately following the display, description, or price of the Covered Product for which a warning is being given, provided that the following warning statement also appears elsewhere on the same web page, as follows:

WARNING: Products identified on this page with the following symbol ▼ contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

3.4 Home Depot Retail Outlets

3.4.1 No later than 60 days after the Effective Date, Home Depot agrees that representatives of supplier Crown Bolt shall visit all California Home Depot retail stores and label the customer facing front of the display tray/box for each Covered Product with a Proposition 65 warning sticker, which sticker shall comply with the warning content requirements of Section 3.3(a)(1), except that the Font for such tray/box label text shall be no less size than Times New Roman 10, or its equivalent and the label shall have black on white background. No later than 60 days after the Effective Date, the supervisor of each Crown Bolt representative executing this task will obtain confirmation that the warnings were placed on the display tray/box of each Covered Product as required by this section. Each such supervisor will maintain records of such confirmation or lack thereof and will immediately notify any representative for whom the completion of this task was not confirmed. Crown Bolt shall maintain copies of all records required in this Section 3.4.1 confirmation and shall produce such copies to Davia within fifteen (15) 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 Consent to Judgment, Wellsco International Group, Co., Ltd. shall pay a total of \$14,500 in civil penalties pursuant to Section 4.4 of

this Agreement.

4.2 Augmentation of Penalty Payments

For purposes of the penalty assessment under this Agreement, Davia is relying entirely upon Wellsco and its counsel for accurate, good faith reporting to Davia of the nature and amounts of relevant sales activity. If within nine (9) months of the Effective Date, Davia discovers and presents to Wellsco evidence that the Covered Products have been distributed by Wellsco in sales volumes materially different than those identified by Wellsco prior to execution of this Agreement, then Wellsco shall be liable for an additional penalty amount of \$10,000. Wellsco shall also be liable for any reasonable, additional attorney fees expended by Davia in discovering such additional retailers or sales. Davia agrees to provide Wellsco with a written demand for all such additional penalties and attorney fees under this Section. After service of such demand, Wellsco shall have thirty (30) days to agree to the amount of fees and penalties owing by Wellsco and submit such payment to Davia in accordance with the method of payment of penalties and fees identified in Section 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 damages for breach of this contract and shall be entitled to all reasonable attorney fees and costs relating to such claim.

4.3 Reimbursement of Davia's Fees and Costs

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

pursuant to the procedures of Section 4.4 the amount of \$40,000 for fees and costs incurred investigating, litigating and enforcing this matter.

4.4 Payment Procedures

On or before July 25, 2016, Wellsco shall pay all funds due and owing under Section 4.1 and Section 4.3 of this Agreement by wire transfer of such funds to a U.S. Trust account to be separately designated by the Sheffer Law Firm upon execution of this Agreement.

Wellsco shall pay all funds agreed to be due and owing under Section 4.2 of this Agreement, by a date to be agreed upon under the procedure of Section 4.2, by wire transfer of such funds to a U.S. Trust account to be separately designated by the Sheffer Law Firm.

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

4.5 Delayed or Non-Payment of Civil Penalties or Attorney Fees

While the obligations of this agreement are binding upon execution, the Release of Wellsco and Home Depot shall not become effective until after all Section 4.1 and Section 4.3 monetary payments have been made by Wellsco and all funds have cleared.

5. RELEASES

5.1 DAVIA'S RELEASE OF WELLSCO AND HOME DEPOT

5.1.1 This settlement agreement is a full, final and binding resolution between Davia, Wellsco, and Home Depot, of any violation of Proposition 65 that was or could have been asserted by Davia on behalf of herself, her representatives or attorneys, against Wellsco, Home Depot, its directors, officers, employees, attorneys, and each entity to whom Wellsco directly or indirectly distributes or sells Covered Products, 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 the Covered Products that were

manufactured, distributed, sold and/or offered for sale by Wellsco in California before the effective date. Wellsco and Home Depot's compliance with this Agreement shall constitute compliance with Proposition 65 with respect to the DEHP in the Covered Products after 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 and attorneys, hereby waives all Davia's 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, but exclusive of fees and costs on appeal -- limited to and arising under proposition 65 with respect to the DEHP in the Covered Products manufactured, distributed, sold and/or offered for sale by Wellsco and Home Depot (collectively "claims"), against Wellsco and Home Depot.

5.1.3 Davia also, in her individual capacity, 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, arising out of the subject matter of the Notice as to Covered Products manufactured, distributed or sold by Wellsco, Home Depot or Releasees. Davia acknowledges that she is familiar with section 1542 of the California Civil Code, which provides as follows:

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

Davia, in her individual capacity expressly waives and relinquishes any and all rights and benefits that she may have under, or which may be conferred on her by the provisions of Section 1542

of the California Civil Code as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that 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 Wellsco's and Home Depot's alleged failure to warn about exposures to or identification of the DEHP contained in the Covered Products and as such claims are identified in Ms. Davia's Proposition 65 60-Day Notices to Home Depot and Wellsco.

As to Releasees only, This Section 5.1 release is expressly limited to any alleged violations by that occur prior to October 1, 2016, and does not release any Releasee from any liability for any violation of Proposition 65 regarding the Covered Products that occurs after October 1, 2016.

The Parties further understand and agree that this Section 5.1 release shall not extend upstream to any entities, other than Wellsco, 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 Wellsco.

5.2 Wellsco's Release of Davia

The Release by Davia is mutual. Wellsco and Home Depot, each 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 the Products. Each Wellsco and Home Depot 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.

Wellsco 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 he may lawfully waive such rights or benefits pertaining to the released matters. In furtherance of such intention, the release hereby given shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claims or facts arising out of the released matters.

6. SEVERABILITY

If any of the provisions of this Agreement are found by a court to be unenforceable, conditioned upon agreement of all Parties, 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.

7. GOVERNING LAW

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

8. 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 Wellsco International Group, Co., Ltd. to:

Jo Gao, Partner
Chinainlaw Partners Law Firm

jo@chinainlaw.com

For The Home Depot, Inc., and Home Depot USA, Inc. to:

General Counsel
Home Depot, Inc.
2455 Paces Ferry Road, N.W.
Atlanta, Georgia 30339

With a copy to their counsel:

Jeffrey Margulies, Esq.
Norton Rose Fulbright US LLP
555 South Flower Street, Forty-First Floor
Los Angeles, California 90071

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.

9. 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).

10. MODIFICATION

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

11. 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

12. ATTORNEY'S FEES

12.1 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 Wellsco or Home Depot prevail on any motion, application for order to show cause or other proceeding to enforce a violation of this Agreement, Wellsco and Home Depot may be entitled to their 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.*

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

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

13. 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.

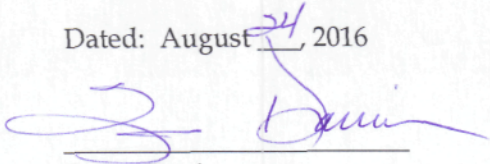
14. COUNTERPARTS, FACSIMILE SIGNATURES

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.

15. AUTHORIZATION

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

IT IS SO AGREED

<p>Dated: August __, 2016</p> <p>_____ Jo Gao, Authorized Counsel Wellsco International Group, Co., Ltd.</p>	<p>Dated: August __, 2016</p> <p>_____ Home Depot USA, Inc. Home Depot, Inc.</p>
<p>Dated: August <u>24</u>, 2016</p> <p> _____ Susan Davia</p>	

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.

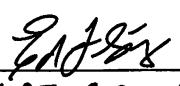
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15. AUTHORIZATION

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

IT IS SO AGREED

<p>Dated: August __, 2016</p> <p>_____ Jo Gao, Authorized Counsel Wellsco International Group, Co., Ltd.</p>	<p>Dated: August <u>30</u>, 2016</p> <p> _____ Ed Sanchez, General Manager, Crown Home Depot USA, Inc. Bolt Home Depot, Inc.</p>
<p>Dated: August __, 2016</p> <p>_____ Susan Davia</p>	

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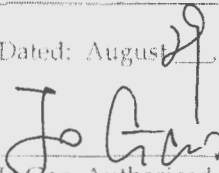

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15. AUTHORIZATION

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

IT IS SO AGREED

<p>Dated: August <u>29</u>, 2016</p> <p> Jo Gao, Authorized Counsel Wellsco International Group, Co., Ltd.</p>	<p>Dated: August __, 2016</p> <p>_____ Home Depot USA, Inc. Home Depot, Inc.</p>
<p>Dated: August <u>29</u>, 2016</p> <p> Susan Davia</p>	