

**PROPOSITION 65 SETTLEMENT AGREEMENT
(Susan Davia AG Notices 2016-00402, 2016-00543)**

1. INTRODUCTION

1.1 The Parties

This settlement agreement (“Agreement” or “Settlement Agreement”) is entered into by and between noticing party Susan Davia (“Davia”) and Town & Country Linen Corp. (“Town & Country”), with Davia and Town & Country each referred to as a “Party” and collectively referred to as the “Parties.”

1.2 Davia

Davia is an individual residing in the State of California who seeks to promote awareness of exposure to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer products.

1.3 Town & Country Linen Corp.

1.4 For the sole purpose of this agreement and the resolution of the subject claims, Town & Country Linen Corp. does not dispute 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”).

1.5 General Allegations

Davia alleges that Town & Country has been responsible for the manufacture, distribution and/or sale, in the State of California, of PVC storage cases made with materials that exposed users to DEHP without first providing “clear and reasonable warning” under Proposition 65. DEHP is listed as a carcinogen and reproductive toxin pursuant to Proposition 65 and is referred to hereinafter as the “Listed Chemical” or “DEHP”

1.6 Notices of Violation

On May 5, 2016, Davia served Ingenious Designs, LLC (“Ingenious”) 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 the Covered Products sold in California (AG Notice 2016-00402).

On June 7, 2016, Davia served Town & Country, Pillows by Town & Country, Inc., Ingenious and various public enforcement agencies with a document entitled "Supplemental 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 the Covered Products sold in California (AG Notice 2016-00543). Town & Country received the June 7, 2016, Supplemental Notice of Violation.

Town & Country represents that, as of the date it executes this Agreement, it is not aware of any public enforcer that is diligently prosecuting a Proposition 65 enforcement action related to DEHP 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 Town & Country. 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. Town & Country 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 the Covered Products and otherwise contends that, all Covered Products it 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 Town & Country 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 Town & Country of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Town & Country. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect Town & Country'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 Town & Country as to the allegations in the 60-Day Notice 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 "Covered Product" shall mean all Joy Mangano branded bedding storage cases made with vinyl/PVC, manufactured or distributed by or on behalf of Town & Country, including those cases for Joy Mangano Memory Cloud, travel and reader pillows of all sizes and color patterns (hereafter "Products" or "Covered Products").

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

2.3 "Effective Date" shall mean the date this Agreement is fully executed by the Parties.

3. INJUNCTIVE-TYPE RELIEF

3.1 Products No Longer in Town & Country' Control

No later than 10 business days after the Effective Date, Town & Country shall send a letter, electronic or otherwise ("Notification Letter") to each customer to which Town & Country, after January 1, 2017, supplied any Covered Products and which Town & Country believes may offer the Covered Product for sale in California or may have distributed to Covered Product for sale in California on or

after January 1, 2017. The Notification Letter shall advise the recipient that Covered Products “have been tested for the presence of phthalates and found to contain DEHP, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm,” and request that the recipient label the Covered Products remaining in inventory for sale in California, pursuant to Section 3.3. The Notification Letter shall request a response from the recipient within 15 days, confirming that the letter was received. Town & Country 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 10 business days after the Effective Date, Town & Country shall provide the Phthalate Free concentration standards of Section 2.2 to its then-current vendors or manufacturers of any Covered Product and instruct such entities not to incorporate any raw or component materials that do not meet or exceed the Phthalate Free concentration standards of Section 2.2 into any Covered Product. Town & Country shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards 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, Town & Country shall provide the Phthalate Free concentration standards of Section 2.2 to any new vendors or manufacturers of any Covered Product and instruct such entities not to incorporate any raw or component materials that do not meet or exceed the Phthalate Free concentration standards of Section 2.2 into any Covered Product. Prior to purchase and acquisition of any Covered Product from any new vendor, Town & Country shall obtain a written confirmation and accompanying laboratory test result from the new vendor demonstrating compliance with the Phthalate Free concentration standard in all materials comprising the Covered Product. For every Covered Product Town & Country manufactures, causes to be manufactured, orders, causes to be ordered or otherwise obtains from a new vendor after the Effective Date, Town & Country shall maintain copies of all testing

of such products demonstrating compliance with this section, shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards 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 Effective Date, Town & Country shall not manufacture or cause to be manufactured, order or cause to be ordered for sale in California, distribute or cause to be distributed to any retailer that Town & Country reasonably understands maintains retail outlets or distribution in California or otherwise sell in California any Covered Product that is not Phthalate Free.

3.3 Product Warnings

(a) **Proposition 65 Warning Label.**

(i) **Covered Product Labeling.** Pursuant to Section 3.1, above, for all non-Phthalate Free Covered Product sold or distributed to California or to any entity that Town & Country reasonably understands either maintains retail outlets in California or is a distributor for any entity that maintains retail outlets in California, Town & Country shall affix a warning label or, for those Covered Products already distributed, provide a warning label for the Covered Product that states:

WARNING: The clear vinyl material of this storage case product contains DEHP, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

Or:

WARNING: The clear vinyl material of this storage case product can expose you to chemicals, including phthalates, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.gov.

(b) **Catalog, Internet and Mail Order Sales.**

Town & Country represents, as a material part of this Agreement, that it operates as a product wholesaler and does not currently sell Covered Products directly to end consumers through an

ecommerce website or printed catalog. As such, Town & Country shall have no e-commerce website or catalog warning obligations as part of this Agreement.

4. MONETARY PAYMENTS

4.1 Civil Penalty

As a condition of settlement of all the claims referred to in this Consent to Judgment, Town & Country shall pay a total of \$6,500 in civil penalties in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty remitted to Davia.

4.2 Augmentation of Penalty Payments

For purposes of the penalty assessment under this Agreement, Davia is relying entirely upon Town & Country 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 Town & Country evidence that the Covered Products have been distributed by Town & Country in sales volumes materially different than those identified by Town & Country prior to execution of this Agreement and Town & Country does not provide plaintiff with competent and credible evidence to dispute this claim, then Town & Country shall be liable for an additional penalty amount of \$10,000.00. Davia represents that she does not presently have such information. Town & Country shall also be liable for any reasonable, additional attorney fees expended by Davia, up to \$10,000 or as determined by the Court, in discovering such additional retailers or sales. Davia agrees to provide Town & Country with a written demand for all such additional penalties and attorney fees under this Section. After service of such demand, Town & Country shall have thirty (30) days to either present evidence to counter this claim or to agree to the amount of fees and penalties owing by Town & Country and submit such payment to Davia in accordance with the method of payment of penalties and fees identified in Section 4.1 and 4.4. Should this thirty (30) day period pass without any such resolution between the parties and payment of such additional penalties and fees, Davia shall be entitled to file a formal legal claim for the additional

civil penalties pursuant to this Section and the prevailing party to such action shall be entitled to all reasonable attorney fees and costs relating to such claim.

4.3 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. Town & Country 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, Town & Country shall pay Davia's counsel the amount of \$32,375 for fees and costs incurred investigating, litigating and enforcing this matter. Such payment shall be made payable to "Sheffer Law Firm".

4.4 Payment Procedures

Town & Country shall satisfy its obligation to pay civil penalties pursuant to Section 4.1 by delivery of a civil penalty check payable to "OEHHA" (EIN: 68-0284486, Memo line "Prop 65 Penalties, 2016-00543"), in the amount of \$4,875 and a civil penalty check payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop 65 Penalties, 2016-00543") in the amount of \$1,625.

Town & Country shall satisfy its obligation to pay attorney fees and costs pursuant to Section 4.3 by delivery of a check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2016-00543") in the amount of \$32,375.

All civil penalty and attorney fee/cost payments shall be delivered to plaintiff's counsel at the following address within 10 business days after the Effective Date:

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

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

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

Town & Country shall also pay any augmented civil penalties pursuant to Section 4.2, on or before the date agreed upon by the Parties or ordered by the Court pursuant to Section 4.2, with civil penalty checks payable to "OEHHA" (Memo line "Prop 65 Penalties, 2016-00543") and "Susan Davia" (Memo line "Prop 65 Penalties, 2016-00543") in the amount agreed to by the Parties or ordered by the Court pursuant to Section 4.2 and as divided pursuant to California Health & Safety Code § 25249.12(c)(1) & (d).

Town & Country shall also pay attorney fees and costs pursuant to Section 4.2, on or before the date agreed upon by the Parties or ordered by the Court pursuant to Section 4.2, with a check payable to "Sheffer Law Firm" (Memo line "2016-00543") in the amount agreed upon by the Parties or ordered by the Court pursuant to Section 4.2.

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

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

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

4.5 Issuance of 1099 Forms

After this Agreement has been executed and the settlement funds have been transmitted to Davia's counsel, Town & Country shall issue three separate 1099 forms, as follows:

- (a) 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;
- (b) issued to Davia in the amount paid pursuant to Sections 4.1 and 4.2, whose address and tax identification number shall be furnished upon request; and
- (c) issued to the Sheffer Law Firm (EIN: 55-08-58910) in the amount paid pursuant to Section 4.2 and 4.3.

5. RELEASES

5.1 DAVIA'S RELEASE OF TOWN & COUNTRY

5.1.1 This settlement agreement is a full, final and binding resolution between Davia, and Town & Country of any violation of Proposition 65 that was or could have been asserted by Davia, individually and on behalf of herself and her past and current representatives, agents, attorneys, successors and/or assigns ("Releasers") against Ingenious and Town & Country, and each of their directors, officers, employees, attorneys, agents, parents, and subsidiaries, and affiliated entities under common full or partial ownership and their predecessors, successors and assigns, and each entity to whom Town & Country directly or indirectly distributed or sold Covered Products, including, but not limited to, retailers including Ingenious Designs, LLC, and Bed Bath & Beyond, downstream distributors, wholesalers, customers, 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 Town & Country in California before the Effective Date. Compliance with the terms of this Agreement constitutes compliance with Proposition

65 by Town & Country with regard to the alleged or actual failure to warn about exposure to DEHP from Covered Products manufactured, sold or distributed for sale after the Effective Date

5.1.2 In further consideration of the promises and agreements herein contained, and for so long as Town & Country remains in compliance with the terms of this Agreement, Davia on behalf of herself, her past and current representatives, agents, attorneys, successors and/or assigns hereby waives all Davia's rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims that Davia may have, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses -- including, but not limited to, investigation fees, expert fees, and attorneys' fees,-- limited to and arising under Proposition 65 with respect to the DEHP in the Covered Products manufactured, distributed, sold and/or offered for sale by Town & Country before the Effective Date (collectively "claims"), against Ingenious, Town & Country and Releasees.

5.1.3 Davia also, in her individual capacity and on behalf of 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, arising out of the subject matter of the Notice as to Covered Products manufactured, distributed or sold by Ingenious, Town & Country 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 and on behalf of 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.

5.1.4 This section 5.1 release shall not extend upstream to any entities, other than Town & Country, 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 Town & Country.

5.2 Town & Country' Release of Davia

The Release by Davia is mutual. Town & Country, 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. Town & Country 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.

Town & Country expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it 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. ENFORCEMENT

Prior to bringing any motion, order to show cause, or other proceeding to enforce Proposition 65 or any terms of this Agreement relating to the alleged sale in California of any Covered Product without a warning and which is alleged to not be Phthalate Free, in actual or alleged violation of this Agreement, Davia shall provide a Notice of Violation (“NOV”) to Town & Country. The NOV shall include, for each Covered Product alleged to be violation of this Agreement: the date of alleged violation(s), place of sale, date and proof of purchase (if relevant), and any test data obtained by Davia regarding each such Covered Product. Davia shall take no further action regarding any alleged violation nor seek any monetary recovery for herself, her agents or her counsel if, within 30 days of receiving such NOV, Town & Country demonstrates (1) that the Covered Product was distributed, sold or offered for sale by Town & Country before the January 1, 2017; or (2) that Town & Country directed the retailer or distributor of the Covered Product to take corrective action by placing an appropriate warning on the Covered Product(s) sold or offered for sale in California and such retailer or distributor has agreed to place warning labels compliant with Section 3.3 of this Agreement on the Covered Product within the 30 days following service of the NOV; or (3) that the Covered Products are Phthalate Free.

7. POST EXECUTION CONVERSION TO CONSENT JUDGMENT

Within twelve months of the execution of this Settlement Agreement Town & Country may ask Davia, in writing, to file a complaint, incorporate the terms of this Settlement Agreement into a proposed consent judgment, and to 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 Town & Country 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, Town & Country will 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 \$12,000.00, exclusive of fees and cost that may be incurred on any appeal. Town & Country will remit payment to the Sheffer Law Firm, at the address set forth in Section 9 below. Such additional fees shall be paid by Town & Country, within fifteen business days after its receipt of any invoice from Davia for work performed under this paragraph. Town & Country understands no motion to approve any proposed consent judgment will be filed absent payment for the 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 Town & Country to timely pay Davia 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, after express agreement of the Parties, shall not be adversely affected, unless the Court finds that any unenforceable provision is not severable from the remainder of the Agreement.

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 or electronic mail to the following:

For Town & Country Linen Corp.:

David Beyda, President
Town & Country Linen Corp.
475 Oberlin Avenue South, Suite 1
Lakewood, NJ 08701

With a copy to their counsel:

Lauren M. Michals
Nixon Peabody LLP
One Embarcadero Center, 18th Floor
San Francisco, CA 94111-3600

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.

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

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 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.

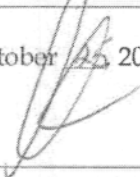
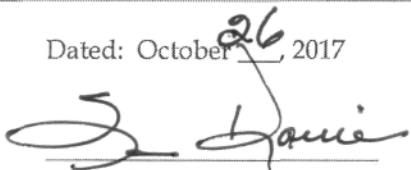
16. COUNTERPARTS, FACSIMILE SIGNATURES

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 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: October <u>25</u>, 2017</p>  <p>_____ David Beyda, President Town & Country Linen Corp.</p>	<p>Dated: October <u>26</u>, 2017</p>  <p>_____ Susan Davia</p>
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