

PROPOSITION 65 SETTLEMENT AGREEMENT
(Susan Davia AG Notice 2016-00942)

1. INTRODUCTION

1.1 The Parties

This settlement agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Susan Davia (“Davia”), on the one hand and Phoenix Down Corp. (“Phoenix Down” or “Defendant”), on the other, with Davia and Phoenix Down 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 Phoenix Down Corp.

Phoenix Down is alleged to have been responsible for the manufacture and distribution of the products subject to this Agreement. Phoenix Down 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 Phoenix Down participated in the manufacture, distribution and/or sale, in the State of California, of bedding product display and storage cases made with PVC materials that exposed users to di(2-ethylhexyl)phthalate (DEHP) without first providing “clear and reasonable warning” under Proposition 65. Pursuant to Proposition 65, DEHP is listed as a carcinogen and reproductive toxin. DEHP shall be referred to hereinafter as “Listed Chemical”.

1.5 Notices of Violation

On August 25, 2016, Davia served Phoenix Down 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 the Listed Chemical, a toxic chemical found in the Covered Packaging

sold in California (AG Notice 2016-00942). The February 28, 2017, 60-Day Notice of Violation shall be referred to herein as "Notice."

Phoenix Down received the Notice. The Parties 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 the Listed Chemical in the Covered Packaging, as identified in the Notice.

1.6 No Admission

This Agreement resolves claims that are denied and disputed by Phoenix Down. The Parties enter into this Agreement pursuant to a full, final and binding settlement of any and all claims between the Parties for the purpose of avoiding prolonged litigation. Phoenix Down denies the material factual and legal allegations contained in the Notices, maintains that it did not knowingly or intentionally expose California consumers to any Listed Chemical through the reasonably foreseeable use of the Covered Packaging and otherwise contends that, all Covered Packaging 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 Phoenix Down 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 Phoenix Down of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Phoenix Down. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect Phoenix Down's obligations, responsibilities, and duties under this Agreement.

1.7 Consent to Jurisdiction

For purposes of this Agreement only, the Parties stipulate that this Agreement shall be considered a written settlement agreement pursuant to Code of Civil Procedure Section 664.6 and that the Marin County Superior Court has jurisdiction over the Parties to enforce this Agreement until performance in full of the terms of the settlement.

2. DEFINITIONS

2.1 The term "Packaging" or "Covered Packaging" shall mean all vinyl/PVC packaging/storage cases distributed by Phoenix Down with its bedding products, such as those cases for Charter Club Damask Down Alternative Blanket (all sizes) and Hotel Collection Siberian Down Comforter (all sizes and weights).

2.2 The term "Phthalate Free" Covered Packaging shall mean that each component of each Covered Packaging contains less than or equal to 1,000 parts per million ("ppm") of di(2-ethylhexyl phthalate) ("DEHP"), dibutyl phthalate ("DBP"), diisononyl phthalate ("DINP"), diisodecyl phthalate ("DIDP"), di-n-hexyl phthalate ("DnHP") and butyl benzyl phthalate ("BBP") as determined by using Environmental Protection Agency ("EPA") testing methodologies 3580A and 8270C

2.3 The term "California Customer" shall mean any customer with a principal business or sales office located in California, any customer with a ship to address in California or any customer that Phoenix Down has reason to know either maintains retail outlets in California or is a distributor for any entity that maintains retail outlets in California.

3. INJUNCTIVE-TYPE RELIEF

3.1 Packaging Reformulation Commitment

3.1.1 No later than April 15, 2018, Phoenix Down shall provide the Phthalate Free phthalate concentration standards of Section 2.2 to its then-current vendors of any Covered Packaging and instruct such entities not to incorporate any raw or component materials that do not meet the Phthalate Free concentration standards of Section 2.2 into any Covered Packaging. Phoenix Down 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 reasonable request made in writing from Davia.

3.1.2 After April 15, 2018, Phoenix Down shall provide the Phthalate Free phthalate concentration standards of Section 2.2 to any New Vendors of any Covered Packaging and instruct

such entities not to incorporate any raw or component materials that do not meet the Phthalate Free concentration standards of Section 2.2 into any Covered Packaging. "New Vendors" means vendors of Covered Packaging from whom Phoenix Down was not obtaining Covered Packaging as of April 15, 2018. Prior to purchase and acquisition of any Covered Packaging from any New Vendor, Phoenix Down shall obtain a written confirmation and accompanying laboratory test result from the New Vendor demonstrating compliance with the Phthalate Free phthalate concentration standard in all materials comprising the Covered Packaging. For all Covered Packaging Phoenix Down manufactures, causes to be manufactured, orders, causes to be ordered or otherwise obtains from a New Vendor, Phoenix Down 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 reasonable request made in writing from Davia.

3.1.3 As of May 15, 2018, Phoenix Down shall not distribute or cause to be distributed or otherwise sell any bedding product in Covered Packaging that is not Phthalate Free. For every Covered Packaging Phoenix Down manufactures, causes to be manufactured, orders, causes to be ordered or otherwise sells after the Effective Date, Phoenix Down 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 of Section 2.2 and shall produce such copies to Davia within fifteen (15) days of receipt of reasonable request made in writing from Davia.

3.2 Previously Distributed Covered Packaging.

3.2.1 Customer Notification - As a material term of this Agreement, Phoenix Down represents that in the period between its receipt of Davia's Notice and execution of this Agreement, it has reformulated newly manufactured Covered Packaging and has removed any remaining non-reformulated Covered Packaging from the California Market. As a material term of this Agreement, Phoenix Down also represents that all bedding products shipped to California since January 1, 2018, utilized Covered Packaging that met the Phthalate Free standard of Section 2.2 of this Agreement. As

a consequence of these alleged material facts, and to avoid any retailer confusion between reformulated and old Covered Packaging, Phoenix Down shall have no customer notification obligation under this Agreement.

3.3 Existing Inventory Warning Labels

For any remaining inventory of Covered Packaging obtained by Phoenix Down prior to May 15, 2018, Phoenix Down shall not sell or ship any of such Covered Packaging that is not Phthalate Free to a California Customer unless such Covered Packaging shipped with product package label set forth hereafter.


Each such label utilized by Phoenix Down for any Covered Packaging shall be prominently placed either on the front, exterior surface of the clear packaging or where other health and safety warnings are located, 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.

3.3.1 Covered Packaging Label.

For all products in non-Phthalate Free Covered Packaging sold to a California Customer, Phoenix Down shall affix a label to the Covered Packaging that contains one of the following warning statements:

WARNING: This product contains DEHP a chemical known to the State of California to cause cancer and birth defects or other reproductive harm. *This packaging is not intended as a storage container. Please discard packaging after purchase.*

or

 **WARNING** The vinyl packaging for this product can expose you to chemicals, including DEHP, that are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov;

or


 **WARNING** for the vinyl packaging in which this product is sold - Cancer and Reproductive Harm - www.P65Warnings.ca.gov

3.3.2 Internet Website Warning.

A warning must be given in conjunction with ecommerce or other internet sale by Phoenix Down of any product shipped to a California Customer in Covered Packaging that is not Phthalate Free, provided it appears either: (a) on the same web page on which a product shipped in Covered Packaging is displayed; (b) on the same web page as the order form for a product shipped in Covered Packaging; (c) on the same page as the price for any product shipped in Covered Packaging; 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 product shipped in Covered Packaging for which it is given in the same type size or larger than the text describing the product shipped in Covered Packaging:

WARNING: This product contains DEHP a chemical known to the State of California to cause cancer and birth defects or other reproductive harm. *This packaging is not intended as a storage container. Please discard packaging after purchase.*

or

 **WARNING** The vinyl packaging for this product can expose you to chemicals, including DEHP, that are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov;

or, only when the subject bedding product being offered for sale is sold in Covered Packaging that has the same warning applied to the Covered Packaging itself, the following statement may be utilized in the catalog,

 **WARNING**

for the vinyl packaging in which this product is sold - Cancer and Reproductive Harm - www.P65Warnings.ca.gov

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

WARNING: Packaging identified on this page with the following symbol ▼ include PVC packaging containing DEHP, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

4. MONETARY PAYMENTS

4.1 Civil Penalty

As a condition of settlement of all the claims referred to in this Consent to Judgment, Phoenix Down shall cause to be paid a total of \$7,000 in civil penalties in accordance with California Health & Safety Code § 25249.12(c)(1) & (d).

4.2 Augmentation of Penalty Payments

For purposes of the penalty assessment under this Agreement, Davia is relying entirely upon Phoenix Down 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 Phoenix Down evidence that the products shipped in Covered Packaging have been distributed by Phoenix Down in sales volumes materially different (more than 15%) than those identified by Phoenix Down prior to execution of this Agreement, then Phoenix Down shall be liable for an additional penalty amount of \$10,000.00. Phoenix Down shall also be liable, in accordance with the requirements of Code of Civil Procedure section 1021.5 for any reasonable, additional attorney fees expended by Davia in discovering such additional retailers or sales. Davia agrees to provide Phoenix Down with a written demand for all such additional penalties and attorney fees under this Section. After service of such demand, Phoenix Down shall have thirty (30) days to agree to the amount of fees and penalties

owing by Phoenix Down 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 additional civil penalties pursuant to this Section and shall be entitled to all reasonable attorney fees and costs, in accordance with the requirements of Code of Civil Procedure section 1021.5, relating to such claim.

4.3 Reimbursement of Davia's Fees and Costs

The Parties have reached 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, Phoenix Down shall pay to Davia's counsel the amount of \$28,000 for fees and costs incurred investigating, litigating and enforcing this matter.

4.4 Payment Procedures

Phoenix Down 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, 2016-00942"), in the amount of \$5,250 and a civil penalty check payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop 65 Penalties, 2016-00942") in the amount of \$1,750. Davia shall be responsible for delivering to the California Office of Environmental Health Hazard Assessment the civil penalty check payable to OEHHA.

Phoenix Down 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 "2016-00942") in the amount of \$28,000.

Phoenix Down shall satisfy its obligation to pay any civil penalties pursuant to Section 4.2 by civil penalty checks payable to "OEHHA" and "Susan Davia" (Memo line "Prop 65 Penalties, 2016-00942"), in the amounts agreed to pursuant to Section 4.2 or as ordered by the Court.

Phoenix Down shall satisfy its obligation to pay any attorney fees or costs pursuant to Section 4.2 by a check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2016-00942"), in the

amounts agreed to pursuant to Section 4.2 or as ordered by the Court.

All Section 4.1 and Section 4.3 civil penalty and attorney fee/cost payments shall be delivered to plaintiff's counsel within five (5) business days after execution of this Agreement, at the following address:

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

All Section 4.2 civil penalty and attorney fee/cost payments shall be delivered to plaintiff's counsel at the following address on or before the date agreed upon pursuant to that section or ordered by the Court:

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

Phoenix Down 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 Issuance of 1099 Forms

After this Agreement has been executed and the settlement funds have been transmitted to Davia's counsel, Phoenix Down shall cause three separate 1099 forms to be issued, 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;
- (b) The second 1099 shall be 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) The third 1099 shall be issued to the Sheffer Law Firm (EIN: 55-08-58910) in the amount paid pursuant to Section 4.3 and 4.2.

5. RELEASES

5.1 DAVIA'S RELEASE OF PHOENIX DOWN

5.1.1 This settlement agreement is a full, final and binding resolution between Davia, and Phoenix Down of any violation of Proposition 65 that was or could have been asserted by Davia on behalf of herself, her representatives or attorneys, against Phoenix Down, its directors, officers, employees, attorneys ("Releasees"), and each entity to whom Phoenix Down directly or indirectly distributes or sells products in Covered Packaging, including, but not limited, to Retailers, downstream distributors and retailers ("Downstream Releasees"), based on their alleged failure to warn about alleged exposures to DEHP contained in the Covered Packaging that was distributed by Phoenix Down into California before the Effective Date. As to Davia only, Phoenix Down's compliance with the terms of this settlement shall be deemed compliance with Proposition 65 as to exposures to DINP, DIDP, DEHP, DBP, BBP and DnHP from the Covered Packaging.

5.1.2 Davia also provides a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all claims, actions and causes of action, of any nature, character or kind, known or unknown, suspected or unsuspected, arising out of the subject matter of the Notice as to Covered Packaging distributed by Phoenix Down or Releasees into California prior to 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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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 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.

This Section 5 release shall not release any obligations created by or set forth in this Agreement.

The Parties further understand and agree that this Section 5 release shall not extend upstream to any entities, other than Phoenix Down, that manufactured the Covered Packaging or any component parts thereof, or any distributors or suppliers who sold the Covered Packaging or any component parts thereof to Phoenix Down.

5.2 PHOENIX DOWN'S RELEASE OF DAVIA

Phoenix Down, 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 through the execution of this Agreement whether in the course of investigating claims in this matter, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Covered Packaging that was the subject of the Notice. Phoenix Down 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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Phoenix Down 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 it may lawfully waive such rights or benefits pertaining to the released matters

identified in this Section 5.2. 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. POST EXECUTION CONVERSION TO CONSENT JUDGMENT

Within twelve months of the execution of this Settlement Agreement Phoenix Down 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 Phoenix Down 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, Phoenix Down 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, exclusive of fees and cost that may be incurred on appeal. Phoenix Down will remit payment to the Sheffer Law Firm, at the address set forth in Section 9 below. Such additional fees shall be paid by Phoenix Down, within ten days after its receipt of any invoice from Davia for work performed under this paragraph. Phoenix Down 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 Phoenix Down to timely pay Davia invoices under this Section shall result in

the assessment of ten percent (10%) interest on any outstanding balance.

7. 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.

8. GOVERNING LAW

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

9. NOTICES

When any Party is entitled to receive any notice under this Agreement, the notice shall be sent by FedEx (or other tracked delivery service) or electronic mail to the following:

For Phoenix Down:

John Facatsellis, CEO
Phoenix Down Corp
85 Route 46 West
Totowa, New Jersey 07512

With a copy to their counsel:

Garth N. Ward, Esq.
Lewis Brisbois Bisgaard & Smith LLP
701 B Street, Suite 1900
San Diego, CA 92101
Garth.Ward@lewisbrisbois.com

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.

10. 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).

11. MODIFICATION

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

12. 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

13. ATTORNEY'S FEES

13.1 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 Phoenix Down prevail on any motion, application for order to show cause or other proceeding to enforce a violation of this Agreement, Phoenix Down may 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.*

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

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

14. 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.

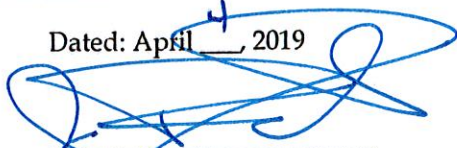
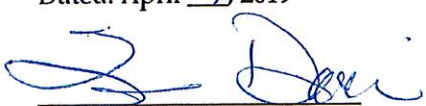
15. COUNTERPARTS, FACSIMILE SIGNATURES

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.

16. 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: April <u>4</u>, 2019</p>  <p>_____ John Facatsellis, CEO Phoenix Down Corp</p>	<p>Dated: April <u>4</u>, 2019</p>  <p>_____ Susan Davia</p>
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