

**PROPOSITION 65 SETTLEMENT AGREEMENT
(Susan Davia AG Notices 2021-01232, 2021-02677)**

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 noticed parties Koch Industries, Inc. (“Koch”) and Ace Hardware Corporation (“ACE”), with Davia, Koch and ACE 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 Koch and ACE

Each Koch Industries, Inc. and ACE Hardware Corporation 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 Koch and ACE are responsible for the design, manufacture, distribution and/or sale, in the State of California, of ACE branded vinyl-coated clothesline made with vinyl components that expose 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 the “Listed Chemical.”

1.5 Notice of Violation

On May 27, 2021, Davia served ACE 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 found in vinyl-coated clothesline products sold in California (AG Notice 2021-01232).

On October 29, 2021, Davia served Koch 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 found in vinyl-coated clothesline products sold in California (AG Notice 2021-02677).

The May 27, 2021, and October 29, 2021, Notices of Violation shall hereafter be referred to as "Notices." Each Koch and ACE 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 vinyl-coated clothesline products, as identified in the Notices.

1.6 No Admission

This Agreement resolves claims that are denied and disputed by Koch and ACE. 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. Each Koch and ACE denies the material factual and legal allegations contained in the Notice, maintains that it did not knowingly or intentionally expose California consumers to the Listed Chemical 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 and regulations, including Proposition 65. Nothing in this Agreement shall be construed as an admission by Koch or ACE 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 Koch or ACE of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Koch and ACE. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect Koch's or ACE's obligations, responsibilities, and duties under this Agreement.

1.7 Consent to Jurisdiction

For purposes of this Agreement only, the Parties stipulate that the Marin County Superior Court has jurisdiction over Koch and ACE as to this Agreement, that venue for any action to enforce this Agreement is proper in County of Marin, that this Agreement shall be construed as made

pursuant to Code of Civil Procedure Section 664.6 and the Marin County Superior Court shall be considered to have jurisdiction to enforce the provisions of this Agreement until performance in full of the terms of the settlement.

2. DEFINITIONS

2.1 "Covered Product" shall mean all ACE brand vinyl-coated clothesline, including, but not limited to, ACE heavy-duty 50' wire clothesline (Mfg# U6009F050AC3, Item 74121, SKU 0 82901 74121 3) and ACE heavy-duty 100' wire clothesline (Mfg#U6009F0100AC3, Item 74123, SKU 0 82901 74123 7).

2.2 "Phthalate Free" Covered Products shall mean any accessible component of any Covered Product contains less than or equal to 1,000 parts per million ("ppm") of DEHP, DINP, di-n-butyl phthalate ("DBP"), di-isodecyl phthalate ("DIDP"), di-n-hexyl phthalate ("DnHP") and butyl benzyl phthalate ("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 February 28, 2022.

3. INJUNCTIVE-TYPE RELIEF

3.1 Products No Longer in ACE's Control

ACE has already commenced fulfilling California retailer distribution of Products with versions utilizing packaging that includes a Proposition 65 warning. As a material term of this Agreement, ACE represents that its information indicates the California retail store inventory of non-reformulated Products without any warning statement is minimal. Based upon this representation, and for the express purpose of avoiding retailer confusion over which products are reformulated or require a warning, ACE shall no obligation to issue a notification letter to retailers demanding labelling or return of such limited, old inventory.

3.2 Product Reformulation Commitment

3.2.1 No later than the Effective Date, Koch shall provide the Phthalate Free concentration standards of Section 2.2 to its then-current vendors of any Covered Product and instruct such entities not to provide any Covered Product that does not meet the Phthalate Free concentration standards of Section 2.2. Koch shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for two (2) years after the Effective Date and shall certify to Davia under penalty of perjury that the requirements of this provision have been satisfied upon Davia's demand, not to exceed once every twelve (12) months.

3.2.2 After the Effective Date, Koch shall provide the Phthalate Free concentration standards of Section 2.2 to any New Vendor of any Covered Product and instruct such entity not to provide any Covered Product that does not meet the Phthalate Free concentration standards of Section 2.2. "New Vendor" means any vendor of Covered Products from whom Koch and ACE were not obtaining Covered Products as of the Effective Date. Prior to purchase and acquisition of any Covered Product from any New Vendor, Koch shall obtain written confirmation and/or laboratory test result from the New Vendor demonstrating compliance with the Phthalate Free phthalate concentration standard for any Covered Product. For two (2) years after the Effective Date, for every Covered Product Koch manufactures, causes to be manufactured, orders, causes to be ordered or otherwise obtains from a New Vendor, Koch 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 phthalate concentration standards and shall certify to Davia under penalty of perjury that the requirements of this provision have been satisfied upon Davia's demand, not to exceed once every twelve (12) months.

3.2.3 As of January 1, 2022, Koch shall not purchase or otherwise obtain any Covered Product that is not Phthalate Free. For every Covered Product Koch purchases or otherwise obtains once this provision is operative, Koch shall, for a period of two (2) years after placing the order, 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 phthalate concentration

standards of Section 2.2 and shall certify to Davia under penalty of perjury that the requirements of this provision have been satisfied upon Davia’s demand, not to exceed once every twelve (12) months.

3.3 Existing Inventory Covered Product Labels

For any Covered Products obtained by ACE prior to January 1, 2022, ACE shall not distribute, sell or ship, any such Covered Product unless ACE either has confirmation that the product meets the Phthalate Free requirements of Section 2.2 or ACE has complied with all warning requirements set forth in section 3.2.1.

3.3.1 Covered Product Label.

For all remaining inventory of Covered Products that are not Phthalate Free Defendants shall affix a label to the Covered Product or its immediate packaging that states:

⚠ WARNING: The vinyl materials of this product can expose you to chemicals, including DEHP, that are known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

or

⚠ WARNING: Cancer and Reproductive Harm. - www.P65Warnings.ca.gov

For any Covered Product received by ACE from Koch before the Effective Date, such Product will also comply with this Section if it was already labelled with a Proposition 65 warning substantially similar to the following:

CALIFORNIA PROPOSITION 65 WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

All Covered Product labels shall be prominently affixed to the product 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.

3.3.2 Internet Website Warnings

After the Effective Date, a warning must be given on an e-commerce or other website owned or operated by or for any of Defendants in conjunction with the advertisement, marketing, sale, or offer of sale, by ACE of any Covered Product. A warning will satisfy this requirement if 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. One of the following warning statements 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 can expose you to chemicals known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

Alternatively, the following “short form” warning may be used on the ecommerce website, but only if the same warning language also appears on the product label or consumer packaging of the Covered Product itself.

⚠WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

For any Covered Product received by ACE from Koch before the Effective Date, such Product will also comply with this Section if it was already labelled with a Proposition 65 warning substantially similar to the following:

CALIFORNIA PROPOSITION 65 WARNING: This product contains chemicals 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 Settlement Agreement, Koch shall pay a total of \$3,800 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 ACE and Koch for accurate, good faith reporting to Davia of the nature and amounts of sales activity of the Covered Products during the relevant period. If within nine (9) months of the Effective Date, Davia discovers and presents evidence to counsel for Koch that during the relevant period the Covered Products have been sold to retailers or California consumers by Koch in sales volumes materially different (more than 25%) than those identified by Koch prior to execution of this Agreement, and Koch does not provide Davia with competent and credible evidence to dispute this claim, then Koch shall be liable for an additional penalty amount of \$10,000.00. Davia agrees to provide counsel for Koch with a written demand for all such additional penalties and attorney fees under this Section. After service of such demand, Koch 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 Koch 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 the parties dispute whether Davia has provided appropriate evidence of "sales volumes materially different (more than 25%) than those identified by Koch prior to execution of this Agreement", then the parties shall have the issue decided by a mutually agreed upon Mediator, each side to bear its own costs of the mediation. Should mediation not be successful in resolving the matter then, within thirty (30) days of the mediation, Davia shall be entitled to file an action for breach of this Agreement in which the sole issues for resolution by the Court shall be: (1) whether during the relevant period Covered Products were sold to retailers or California consumers by Koch and ACE in sales volumes materially different (more than 25%) than those identified by Koch and ACE prior to execution of this Agreement; and (2) if the Court

finds in favor of Davia on issue no. 1, the amount of legal fees, if any, Davia is entitled to recover for discovering the additional sales and reporting them to Koch in accordance with this section. In any action brought in court following mediation under this Section 4.2, the prevailing party shall be entitled to recover its attorney's and other fees and costs incurred following mediation.

4.3 Reimbursement of Davia's Fees and Costs

The Parties acknowledge that Davia and her counsel refused to consider any reimbursement of plaintiff's fees or costs until all other settlement were reached. The Parties then reached an accord on the reimbursement due to Davia and compensation of her counsel under general contract principles and consistent with the private attorney general doctrine codified at California Code of Civil Procedure section 1021.5. Under these principles, Koch shall reimburse Davia's counsel the amount of \$23,000 for fees and costs incurred investigating, and negotiating a resolution of this matter.

4.4 Payment Procedures

No later than fifteen (15) days after execution of this Agreement, Koch shall deliver all settlement payment funds required by this Agreement to plaintiff's counsel as follows:

a civil penalty check payable to "OEHHA" (EIN: 68-0284486, Memo line "Prop 65 Penalties, 2021-01232, 2021-02677"), in the amount of \$2,850;

a civil penalty check payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop 65 Penalties, 2021-01232, 2021-02677") in the amount of \$950; and

an attorney's fee and cost reimbursement check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2021-01232, 2021-02677") in the amount of \$23,000.

All Section 4.1 and 4.3 civil penalty and attorney fee/cost payments shall be delivered to plaintiff's counsel at the following address:

Sheffer Law Firm
Attn: Proposition 65 Controller
232 E. Blithedale Ave., Suite 210
Mill Valley, CA 94941

All Section 4.2 civil penalty and attorney fee/cost payments, if any, shall be delivered to plaintiff's counsel at the following address on or before the date agreed upon pursuant to that

section or as ordered by the Court:

Sheffer Law Firm
Attn: Proposition 65 Controller
232 E. Blithedale Ave., Suite 210
Mill Valley, CA 94941

Koch 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 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, Koch shall issue three separate 1099 forms, as follows:

- (a) The first 1099 shall be issued to the Office of Environmental Health Hazard Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) in the amount paid pursuant to Sections 4.1 and 4.2 (if any);
- (b) The second 1099 shall be issued to Davia in the amount paid pursuant to Sections 4.1 and 4.2 (if any), whose address and tax identification number shall be provided to Koch 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 (if any).

5. RELEASES

5.1 DAVIA'S RELEASE OF ACE AND KOCH

5.1.1 This settlement agreement is a full, final and binding resolution between Davia, and ACE and Koch 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 ACE and Koch, and each of their directors, officers, employees, attorneys, agents, parents, and subsidiaries, divisions, suppliers, customers and all other downstream entities (including but not limited to Mountain Hardware and Sports, Inc., Marin ACE, Corbett's ACE, Chase ACE Hardware, and all other ACE retailers) who received the Covered Products and/or are subsequently in the distribution chain of any Covered

Product, and the predecessors, successors, and assigns of any of them (collectively, "Released Parties"). Except as otherwise provided herein, the Davia Releasors hereby fully release and discharge the Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have been asserted from the sale of the Covered Products regarding up to, and including, the effective Date (collectively, the "Released Claims"). In further consideration of the promises and agreements herein contained, and for so long as ACE and Koch remain 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 DINP in the Covered Products manufactured, distributed, sold and/or offered for sale by ACE or Koch before the Effective Date (collectively "claims"), against ACE, Koch and Releasees.

5.1.2 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 and waiver which shall be effective as a full and final accord and satisfaction, and 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 and the Covered Products to the extent distributed or sold by ACE, Koch or Released Parties before the Effective Date, and for all actions taken and statements made (or that could have been taken or made) by Defendants and their attorneys and other representatives in connection with negotiating this Agreement. 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 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, 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.

5.1.3 This section 5.1 release shall not extend upstream to any entities, other than ACE or Koch, 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 ACE.

5.2 ACE's Release of Davia

ACE and Koch, each on behalf of themselves, and their agents, representatives, attorneys, successors, and/or assignees, hereby waive 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, arising out of the subject matter of the Notice and the Covered Products, whether in the course of investigating claims in this matter, otherwise seeking to enforce Proposition 65 against it in this matter, or negotiating this Agreement. ACE and Koch each acknowledge that they are 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 RELEASING PARTY.

ACE and Koch each expressly waive and relinquishes any and all rights and benefits which

they may have under, or which may be conferred on them 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 they 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.

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

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 Koch or ACE. The NOV shall include, for each Covered Product alleged to be violation of this Agreement: the date of alleged violations(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, Koch or ACE demonstrates (1) that the Covered Product was manufactured distributed, sold or offered for sale by Koch before May 1, 2021; or (2) that ACE directed the retailer or distributor of the Covered Product to take corrective action by placing an appropriate warning on the Covered Product(s) compliant with Section 3.3 of this Agreement following service of the NOV; or (3) that the Covered Products are Phthalate Free.

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 consent of the Parties, shall not be adversely affected and shall remain in full force and effect.

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 Koch:

Derek Goodman, General Counsel
Koch Companies
4200 Dahlberg Drive
Golden Valley, MN 55422

For ACE:

John Venhuizen - CEO
Ace Hardware Corporation
2200 Kensington Court
Oak Brook, IL 60523

With a copy to its counsel:

Bao M. Vu
Stoel Rives LLP
Three Embarcadero Center, Suite 1120
San Francisco, CA 95411
bao.vu@stoel.com

For Davia to:

Proposition 65 Coordinator
Sheffer Law Firm
232 E. Blithedale Ave., Suite 210
Mill Valley, CA 94941
gregs@sheffer-law.net

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 of California Health & Safety Code §25249.7(f).

11. MODIFICATION

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

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 or relied on 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 In any dispute concerning any matter related to this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including attorneys' fees and costs.

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

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.

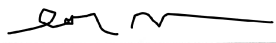
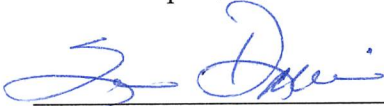
15. COUNTERPARTS, FACSIMILE SIGNATURES

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 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>14</u>, 2022</p> <p> _____ Derek Goodman, General Counsel Koch Companies</p>	<p>Dated: April <u>1</u>, 2022</p> <p> _____ Susan Davia</p>
<p>Dated: April __, 2022</p> <p>_____ John Venhuizen - CEO Ace Hardware Corporation</p>	

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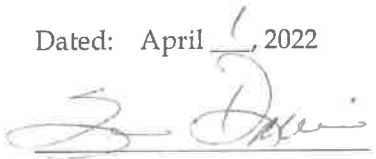
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16. AUTHORIZATION

The undersigned 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 __, 2022</p> <p>_____</p> <p>Derek Goodman, General Counsel Koch Companies</p>	<p>Dated: April 1, 2022</p> <p></p> <p>Susan Davia</p>
<p>Dated: April 19, 2022</p> <p></p> <p>John Venhuizen - CEO Ace Hardware Corporation</p>	

