

SETTLEMENT AGREEMENT

On June ¹⁴24, 1993 in San Francisco, California, As You Sow ("AYS") and Revlon, Inc., its subsidiaries and affiliates, ("Revlon") agreed to the following terms and conditions:

WHEREAS:

AYS is a not-for-profit public interest corporation whose stated purposes are to promote consumer awareness, protect the environment, and improve human health;

There is pending in the Superior Court for the State of California, County of San Francisco, a lawsuit brought in the public interest by AYS against Revlon and others, Case No. 950766 (the "Action");

On January 1, 1991, toluene was officially listed by the State of California as a chemical known to cause birth defects or other reproductive harm, pursuant to Health and Safety Code section 25249.8;

A list of the nail enamel and nail care products containing toluene which Revlon has manufactured (or had manufactured on its behalf) for sale in California since January 1, 1992 is provided in either attachment A or B (the "Products");

On November 18, 1992, AYS served Revlon with a document entitled "Sixty-Day Notice," which alleged that as of January 1, 1993 Revlon had, in violation of Health and Safety Code section 25249.6, failed to warn purchasers and individuals that some of Revlon's Products expose users to toluene, a chemical known by the State of California to cause birth defects or other reproductive harm;

AYS and Revlon wish to resolve all claims, disputes, and differences between them that arise out of the Action, or out of the sale of toluene-containing nail enamel and nail care products;

Revlon represents that as of August, 1992, Revlon ceased manufacturing toluene-containing formulations of the nail enamel and nail care products listed in attachment A. Revlon also represents that as of June 1, 1993, Revlon had ceased manufacturing toluene-containing formulations of the nail enamel and nail care products listed in attachment B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Revlon (and each of its subsidiaries and affiliates) agrees not to manufacture, or cause to be manufactured on their behalf, any nail enamel or nail care products ("nail products") containing toluene for sale in the State of California.
2. In an effort to defray AYS's costs of investigating this matter, Revlon agrees to pay AYS \$16,000 for AYS's costs.
3. In consideration of the representations and commitments set forth in this Agreement, AYS releases all claims and waives all rights to institute action against Revlon, its subsidiaries, affiliates, distributors, or retailers, which sell the Products, whether under Proposition 65, Business and Professions Code sections 17200, et seq., or any other statutory or common law claim based on the sale of or failure to warn consumers or others about the toluene-containing products identified in attachments A and B.
4. When AYS first seeks to amend its complaint in the Action, it agrees to seek the removal of Revlon's name from the caption. Revlon agrees to use best efforts to assist AYS in deleting Revlon's name from the caption.
5. In the event that any of the provisions of this Agreement is held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.
6. In the event that a dispute arises with respect to any provision(s) of this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.
7. The terms of this Agreement shall be governed by the laws of the State of California.

8. In the event that (a) it is finally adjudicated by a California court, or (b) AYS resolves its dispute with another defendant in a manner which provides, that certain nail enamel or nail care products containing a certain percentage of toluene may be sold in California without the requisite Proposition 65 warning, the commitment referenced in paragraph 1 shall be modified so as to allow Revlon to manufacture those type of nail enamel or nail care products containing that percentage of toluene (or less than that percentage) for sale in California. It is expressly agreed that nothing in this provision shall modify any other provision in this Agreement.

9. Nothing in this Agreement shall be construed as an admission by Revlon 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 Revlon of any fact, finding, conclusion, issue of law, or violation of law. However, this paragraph, shall not diminish or otherwise affect the obligation, responsibilities, and duties of Revlon under this Agreement.

10. Following execution of this Agreement, correspondence concerning this Agreement should be sent as follows:

to AYS to the attention of:

As You Sow
106 Clifford Terrace
San Francisco, California 94117

and to Revlon to the attention of:

Kenneth Ippolito, Esq.
Revlon
625 Madison Avenue, 16th Floor
New York, NY 10022

11. The parties to this Agreement shall file a stipulated judgment (to be approved pursuant to Code of Civil Procedure section 664.6) with the San Francisco Superior Court in accordance with the terms set forth in this Agreement.

Attachment A

Revlon

Nail Enamel

Super Lustrous Nail Enamel

Extra Extra Crystalline Nail Enamel

Sheer Nail Enamel

Soft Glow Nail Enamel

Fabunail Frost

Nail Veil

Soft Cast Topcoat

Salon Professional Nail Enamel

Pro Adheron

Supersealer Topcoat

Toe Shine Topcoat

Perfect Shield

Wonderbase

Liquid Nail Wrap Nail Enamel

Natural Wonder

Super Nails

3-Way Nail Hardener

Guess Nail Enamel

Ultima Nailchrome

Ultima Nailcolor

Visage Beaute Nail Laquer

Visage Beaute Silk Basecoat

Almay Nail Enamel

Attachment B

Revlon

#61 Clear

Double Twist

Fabunail Clear

• Clear Nail Mender

Nail Support

Porcelain Smooth

Stainguard Anti Staining Basecoat

Wonderwear Basecoat

• Calcium Gel Nail Builder

Maximum Shine Topcoat

Colorlock Non Chip Sealer

Fibreweave Fortifier

FirmaNail Basecoat

Extra Life Top Coat

Nail Enamel Solvent

• Proton

Grow 10

• Extra Moisturizing Nail Enamel Remover

Epoxy 1000 Base & Topcoat

Alexandra de Markoff

Lasting Luxury Nail Enamel

Dual Coat

New Essentials

Nail Enamel

Charles of the Ritz

• Perfect Finish Nail Lacquer

Basecoat

Topcoat

• Products manufactured after 1-1-93

12. Within 30 days after the execution of this Agreement, any proposed press release pertaining to the terms and conditions of this Agreement shall be sent to the other party at least 24 hours before its intended release. The party, and its agents, receiving the advance notice are strictly prohibited from revealing either that a press release is imminent or any of the statements contained in the draft of the press release to any third party. Nothing in this provision shall be interpreted to require approval of the terms of the release.

13. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the undersigned are authorized to execute this Agreement on behalf of their respective parties and have read, understood, and agreed to all the terms and conditions of this Agreement.

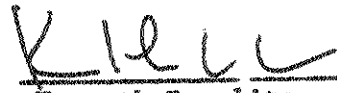
AGREED TO:

AGREED TO:

By:


Thomas Van Dyck
Chairman, As You Sow

By:


Kenneth Ippolito
Vice President
Revlon, Inc.

Dated: June 24, 1993

Dated: June 30, 1993