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FILED
 San Francisco County Superior Court

SEP 13 1996

9 Attorneys for Plaintiff
 10 AS YOU SOW

ALAN CARLSON, Clerk
 SUPERIOR COURT
 BY: [Signature]
 Deputy Clerk

185-978
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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 12 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

13 AS YOU SOW, a non-profit)
 14 corporation,)
 15)
 16 Plaintiff,)
 17)
 18 v.)
 19)
 20 RYCOLINE PRODUCTS, INC.;)
 21 ROGERSOL, INC.; and DOES 1)
 22 through 1000,)
 23)
 24 Defendants.)
 25)
 26)
 27)
 28)

No. 979578
 STIPULATION FOR ENTRY OF
 JUDGMENT AND JUDGMENT ON
 STIPULATION

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IT IS HEREBY STIPULATED, by and between plaintiff As
You Sow, on one hand, and defendants RYCOLINE PRODUCTS, INC.
and ROGERSOL, INC., on the other, through their respective
representatives, that judgment in the above-entitled action be
entered in accordance with the terms of the settlement
agreement between the parties, which is attached hereto as
Exhibit A.

Dated: September 4, 1996 by:

Christina A. Djernaes
Christina A. Djernaes, Esq.
Attorneys for Plaintiff
AS YOU SOW

Dated: September 3, 1996 by:

David R. Gabor *Pail*
David R. Gabor, Esq.
Attorneys for Defendant
RYCOLINE PRODUCTS, INC. and
ROGERSOL, INC.

IT IS HEREBY ORDERED that judgment be entered in
accordance with the terms of the stipulation between the
parties.

Dated: 9/6, 1996

Stuart R. Pollak
Judge of the Superior Court
STUART R. POLLAK

Exhibit A

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is entered into by and between ~~As You Now~~, a California non-profit corporation ("AYS") on one hand and Rycoline Products, Inc., a Delaware corporation ("RYCOLINE") and Rogersol, Inc., a Delaware corporation ("ROGERSOL"), on the other hand, as of the mutual execution date of this agreement (the "Effective Date").

WHEREAS:

AYS is a not-for-profit public interest foundation dedicated to promoting consumer and worker awareness, protecting the environment and improving human health;

RYCOLINE manufactures and distributes and ROGERSOL distributes various products in the State of California that contain the following chemicals listed pursuant to Proposition 65: toluene, dichloromethane (methylene chloride), ethylene glycol monoethyl ether acetate and benzene;

A list of the products that contain one or more of the chemicals listed above, which are known to have been sold in California and which are covered by this Agreement is provided in Exhibit A; a list of the products that contain one or more of the chemicals listed above, but which RYCOLINE and ROGERSOL represent have not been sold in California and which are covered by this Agreement is provided in Exhibit B (collectively, the products in Exhibits A and B shall be referred to as the "Products");

The products in Exhibit A have been distributed and sold by RYCOLINE or ROGERSOL for use in California since April 1, 1989;

On November 8, 1995, AYS first served RYCOLINE and ROGERSOL and all of the requisite public enforcement agencies with a document entitled "60-Day Notice" which provided RYCOLINE and ROGERSOL and such public enforcers with notice that RYCOLINE and ROGERSOL were allegedly in violation of Health & Safety Code §25249.6 for failing to warn purchasers that certain products they sell in California expose users to Proposition 65-listed chemicals;

On August 2, 1996, AYS served RYCOLINE and ROGERSOL and all of the requisite public enforcement agencies with a document entitled "60-Day Supplemental Notice" which provided RYCOLINE and ROGERSOL and such public enforcers with supplemental notice that RYCOLINE and ROGERSOL were allegedly in violation of Health & Safety Code §25249.6 for failing to warn purchasers that certain

products they sell in California expose users to Proposition 65-listed chemicals; and

On July 10, 1996, AYS filed a complaint in the case AY
Yow Eow v. Rycoline, Inc., et al. (Case No. 979578) (the
"Complaint") which is currently pending in the San Francisco
County Superior court.

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

In order to avoid costly and time-consuming litigation
between AYS on the one hand and RYCOLINE and ROGERSOL on the
other, that has been brought or could have been brought for
exposures to Proposition 65-listed chemicals from the products
listed on Exhibit A, attached hereto,

THE PARTIES AGREE AS FOLLOWS:

1. **Warning Statements and Product Labeling.**
Beginning immediately, RYCOLINE and ROGERSOL shall initiate
revisions to their current labels for the Products. RYCOLINE and
ROGERSOL shall use their best efforts to ensure that all Products
are relabeled as quickly as possible, however, RYCOLINE and
ROGERSOL agree that as of September 1, 1996, they shall not ship
(or cause to be shipped) any of the Products for sale or use in
or into the State of California unless each such Product contains
the appropriate warning statement on its label as follows:

- 1.1. For Products containing a chemical listed by the
State of California as known to cause birth
defects or other reproductive harm:

"WARNING: This product contains a chemical(a)
known to the State of California to
cause birth defects or other
reproductive harm."

- 1.2. For Products containing a chemical listed by the
State of California as known to cause cancer:

"WARNING: This product contains a chemical(s)
known to the State of California to
cause cancer."

- 1.3. For Products containing any combination of chemicals listed by the State of California as known to cause cancer and known to cause birth defects or other reproductive harm:

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

The warning statement shall be prominent and displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual. The parties agree that the sample label attached hereto as Exhibit C satisfies this requirement.

2. **Warnings for Products in Commerce.** RYCOLINE and ROGERSOL agree that within thirty (30) days from the Effective Date, they shall provide warning materials by certified mail to their California distributors, retailers or any other entity or person purchasing the Products from RYCOLINE and ROGERSOL that RYCOLINE and ROGERSOL know or have reason to believe sell or distribute the Products in California in an effort to ensure that users receive Proposition 65 warnings for Products that have not already been labeled in accordance with §1. Such warning materials shall include a reasonably sufficient number of warning stickers (considering the size of each particular customer and the number of Products in Exhibits A and B each customer has purchased), a letter of instruction for the placement of the stickers, and a Notice and Acknowledgment postcard. A sample of these materials is attached hereto as Exhibit D.

3. **MSDS Revisions.** RYCOLINE and ROGERSOL agree to revise the Material Safety Data Sheet ("MSDS") pertaining to each of the Products listed on Exhibits A and B of this Agreement, to include the applicable warning language set forth in §1 of this Agreement. Final MSDSs incorporating the revised warning language will begin to be distributed in the normal course of business on or before September 1, 1996. An example of a revised MSDS is attached hereto as Exhibit E.

4. **Restitution.** RYCOLINE and ROGERSOL shall collectively pay \$10,000 to AYS within five (5) days of notice to RYCOLINE and ROGERSOL of the mutual execution date of the Agreement as full and final restitution due under this Agreement. This payment, which is made pursuant to Business & Professions Code §17203, shall be forwarded by AYS to The Environmental Law Foundation.

5. **Civil Penalty.** Pursuant to Health & Safety Code §25249.7(b), RYCOLINE and ROGERSOL shall collectively pay, within five (5) days of notice to RYCOLINE and ROGERSOL of the mutual

execution date of the Agreement, a civil penalty of \$10,000 as the full and final amount of civil penalties due under this Agreement. Penalty monies shall be apportioned by AYS in accordance with Health & Safety Code §25192, with 75% of these funds remitted to the state of California.

6. **Reimbursement of Fees and Costs.** RYCOLINE and ROGERSOL agree to collectively reimburse AYS for its investigation fees and costs, expert fees, reasonable attorneys' fees, and any other costs incurred as a result of investigating, bringing this matter to RYCOLINE's and ROGERSOL's attention, litigating and negotiating a settlement in the public interest. Within five (5) days of notice to RYCOLINE and ROGERSOL of the mutual execution date of the Agreement, RYCOLINE and ROGERSOL shall collectively pay AYS the reasonable sum of \$19,500 as full and final reimbursement of its fees and costs incurred in this matter.

7. **AYS Release.** AYS (for itself, its members, officers, directors, attorneys, representatives, agents, partners, partnerships, employees, insurers, predecessors, successors, assignors and assignees, and all persons and entities acting or claiming by, through, under or in concert with it or any of them) hereby irrevocably releases and forever discharges RYCOLINE and ROGERSOL along with RYCOLINE's and ROGERSOL's distributors, retailers and customers which sell RYCOLINE's and/or ROGERSOL's products listed in Exhibit A and each of their distributors, retailers and customers' predecessors, successors, subsidiaries, divisions, affiliated companies, parent companies, holding companies, partners, partnerships, officers, directors, employees, agents, representatives, insurers, attorneys, assignors and assignees, and all persons and entities acting or claiming by, through, under or in concert with them or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, liabilities, claims, demand, damages, losses, costs or expenses (including attorneys' fees), of any nature whatsoever, fixed or contingent, which AYS has against RYCOLINE and/or ROGERSOL, whether under Proposition 65 or California Business and Professions Code §§17200 et seq. based on RYCOLINE's and/or ROGERSOL's alleged failure to warn consumers about exposure to toluene, dichloromethane or ethylene glycol monoethyl ether acetate or benzene contained in any of the products listed in Exhibit A manufactured on or prior to the date of this Agreement.

8. **RYCOLINE and/or ROGERSOL Release.** RYCOLINE and/or ROGERSOL (for themselves, their members, officers, directors, attorneys, representatives, agents, partners, partnerships, employees, insurers, predecessors, successors, assignors and assignees, and all persons and entities acting or claiming by, through, under or in concert with it or any of them), by this Agreement, hereby irrevocably releases and forever discharges AYS, its members, officers, directors, attorneys, employees and

representatives and all persons and entities acting or claiming by, through, under or in concert with it or any of it (the "AYS Releasees"), of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, liabilities, claims, demand, damages, losses, costs or expenses (including attorneys' fees), of any nature whatsoever, fixed or contingent, which RYCOLINE and/or ROGERSOL has against AYS arising from any or all actions or statements made by the AYS Releasees in the course of seeking enforcement of Proposition 65 or California Business & Professions Code §§17200 et seq. against RYCOLINE and/or ROGERSOL.

9. **Additional Information.** RYCOLINE and ROGERSOL agree to provide AYS with additional information as AYS requests in the confidential affidavit of Gregory Foster to be signed concurrently with the mutual execution of the Agreement.

10. **Warranties and Representations.** The parties make the following representations and warranties:

10.1. RYCOLINE and ROGERSOL represent and warrant as follows:

10.1.1. Each of the Products listed in Exhibits A and B contains one or more substances known to the state of California to cause cancer or birth defects or other reproductive toxicity, and that RYCOLINE and ROGERSOL have no analytical, risk assessment, or other data indicating that an exposure to any or all Products listed in Exhibits A and B poses "no significant risk" or will have "no observable effect," as each such standard is applicable and as each is defined under Health & Safety Code § 25249.10(c).

10.1.2. In the event that RYCOLINE and ROGERSOL obtain analytical, risk assessment, or other data that shows that an exposure to any or all Products listed in Exhibits A and B poses "no significant risk" or will have "no observable effect," as each such standard is applicable and as each is defined under Health & Safety Code § 25249.10(c), RYCOLINE and ROGERSOL shall provide AYS with 90 days prior written notice of its intent to limit or eliminate the warning provisions under §11 and shall provide AYS with all such supporting data. Within thirty (30) days of receipt of RYCOLINE's and ROGERSOL's exposure data, AYS shall provide RYCOLINE and ROGERSOL with written notice of its desire to challenge the data (in the event that AYS chooses to make such a challenge), and AYS, RYCOLINE and ROGERSOL shall negotiate in good faith to attempt to reach a settlement. In the event that no settlement is reached within thirty (30) days of mailing by AYS of such notice of challenge, AYS, RYCOLINE and ROGERSOL agree to submit such challenge to the Court for determination, pursuant to the Court's continuing jurisdiction of this matter under C.C.P. §664.6 and §11 of this Agreement. The prevailing party shall be entitled to reasonable attorneys' fees

and costs associated with such a determination. If AYS does not challenge RYCOLINE's and ROGERSOL's notice or the Court determines that no warning is required for a particular Product or Products, RYCOLINE and ROGERSOL shall no longer be required to provide the warnings described in §1 of this Agreement for those Products.

10.1.3. RYCOLINE and ROGERSOL understand that the Proposition 65-listed chemical content in the products listed in Exhibit A, sales data, the information in the affidavit referenced in §9, and all other information provided to AYS' counsel by RYCOLINE and ROGERSOL in all correspondence from their counsel ("the Material Information") are material factors upon which AYS has relied to determine the amount of penalties and restitution in paragraphs 4 and 5 of this Agreement. The Material Information is true and accurate. RYCOLINE and ROGERSOL acknowledge that, in the event that AYS finds that the Material Information is materially inaccurate, all other parts of this Agreement notwithstanding, AYS will have the right to rescind this Agreement and re-institute an enforcement action against RYCOLINE and/or ROGERSOL. In such a case, all applicable statutes of limitation shall be deemed tolled for the period between July 10, 1996 (the date AYS filed the instant action) and the date AYS notifies RYCOLINE and/or ROGERSOL that it is rescinding this Agreement pursuant to this subpart.

11. Amended Complaint and Stipulated Judgment. AYS shall amend the existing complaint to join ROGERSOL as an additional defendant and then shall file a stipulated judgment to be approved pursuant to CCP §661.6 by the San Francisco Superior Court in accordance with the terms of this agreement.

12. Severability. In the event that any of the provisions of this Agreement are held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

13. Attorneys' Fees. 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.

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

15. **Notices.** All correspondence to AYS shall be mailed to:

Clifford Chanler, Esq.
Chanler Law Group
1700 Montgomery Street
Suite 110
San Francisco, CA 94111

All correspondence to RYCOLINE and/or ROGERSOL shall be mailed to:

Louis M. Rundlo, Jr., Esq.
McDermott, Will & Emery
227 West Monroe Street
Suite 4400
Chicago, IL 60606-5096

and

Norman Nichols
Rycoline Products, Inc.
5540 Northwest Highway
Chicago, Illinois 60630

16. **Counterparts.** This Agreement may be executed in counterparts, 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 are authorized to execute this Agreement on behalf of their respective parties and have read, understood and agree to all of the terms and

SENT BY: & EVERY

8-30-96 : 10:34 :
TIME

MCDERMOTT, WILL
CITY

312 775 9414: #12/17

M-McDermott, Will & Every: # 4

conditions of this Agreement.

AGREED TO:

AS YOU SOW

Printed Name

Date

AGREED TO:

Rycoline Products, Inc.

[Signature]

Noonan J. Nichol

Printed Name

8/22/96

Date

AGREED TO:

Rogersol, Inc.

[Signature]

Noonan J. Nichol

Printed Name

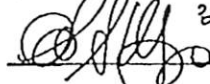
8/22/96

Date

conditions of this Agreement.

AGREED TO:

AS YOU SOW



LISA S. WIGGINS

Printed Name

8-26-96

Date

AGREED TO:

Rycoline Products, Inc.

Printed Name

Date

AGREED TO:

Rogersol, Inc.

Printed Name

Date

Exhibit A

EXHIBIT A

[List of RYCOLINE and ROGERSOL products
containing Proposition 65-listed chemicals
which were sold in California]

ROGERSOL

| <u>Code No.</u> | <u>Product</u> |
|-----------------|---|
| 10-00850 | T-85 HI-SPEED Blanket Wash (MC, T) |
| 10-00860 | Fast-Dry Blanket & Roller Wash (MC) |
| 10-00870 | Quick Wash Blanket & Roller Wash (MC, T) |
| 10-01120(N) | Fast Wash (T) (Naphta) |
| 11-01670 | Rogersolite (T) |
| 12-01680 | Glaze-Go WM Blanket & Roller Conditioner (MC) |
| 12-01840 | Rubber Rejuvenator #184 (T) |
| 15-01620 | JK-162 Blanket Hardener (T) |
| 23-01200 | LV-120 Smash Up (4 oz.) (MC) |
| 10-00720 | Std. Roller & Bkt Wash (SR-1018) (MC, T) (Naphta) |
| 10-00880 | Econo Rapid Dry BW (SR-1011) |
| 10-01020 | Rapid Dry Wash (T) Naphta) |
| 10-01800 | Renewal (SR-1005) (T) |
| 15-01400 | Solex Water Roll Clnr (SR-1004) (MC, T) (Naphta) |
| 15-01680 | Blanket Hardener (SR-1016) (T) (Naphta) |
| 10-00840 | SOLEX COLOR WASH #2 (T) (Naphta) |
| 10-01160 | SOLEX 121 (SR-1007) (T) (Naphta) |
| 10-01170 | SOLEX WM (SR-1008) (T) (Naphta) |
| 10-00740 | DIGGER #1 |
| 10-00750 | DUGOUT #2 |
| 10-01190 | RVA-119 WM BLKT & ROLLER WASH |
| 10-02500 | WEB WASH WM |

RYCOLINE

| <u>Code No.</u> | <u>Product</u> |
|-----------------|---|
| 12070 | Blanket Kleen 401 (MC, T) |
| 12090 | Blanket Conditioner (EGMA) |
| 12100 | Rycolite (T) |
| 12120 | LSD Glaze Remover (T) |
| 13600 | Fast Dry Roller & Blanket Wash Y120 (T) |
| 18010 | Rubber Revitalizer (T) |
| 18250 | Metering Roller Cleaner (MC) |
| 31090 | Black Type 4-043 Wipe On Developer (EGMA) |

| | |
|-------|-----------------------------------|
| 50010 | Blanket Hardener (T) |
| 50030 | Blanket Swell (MC) |
| 51000 | Copper Gleam (MC) |
| 51110 | Steel Roller Deoxidizer (T) |
| 11000 | KO I TWO STEP ROLLER WASH |
| 11060 | KO II Y-616 TWO STEP ROLLER WASH |
| 11080 | KEEP I TWO STEP ROLLER WASH |
| 12020 | ONE STEP WASH UP WM 1488 |
| 12750 | BLANKET & ROLLER WASH Y-120WM |
| 12760 | BLANKET & ROLLER WASH Y-120 |
| 13630 | DUO-CLEAN |
| 14030 | #7000-1 AUTOMATIC BLANKET WASH |
| 14210 | AUTOMATIC BLANKET WASH Y-971 |
| 14310 | #2000 AUTOMATIC BLANKET WASH |
| 19300 | BLANKET & ROLLER WASH Y-989 |
| 19350 | BLANKET & ROLLER WASH CONC. Y-995 |
| 19390 | BLANKET & ROLLER WASH Z-017 |

| | | |
|------|---|--|
| MC | - | Methylene Chloride |
| T | - | Toluene |
| EGMA | - | Ethylene Glycol Monoethy Ether Acetate |

Exhibit B

EXHIBIT B

[List of RYCOLINE and ROGERSOL products
containing Proposition 65-listed chemicals which were
not sold in California]

RYCOLINE PRODUCTS

| PRODUCT NUMBER | NAME |
|-------------------|--|
| 11020 | KO II 6 TWO STEP ROLLER WASH |
| 11050 | KO I Y-655 TWO STEP ROLLER WASH |
| 11090 | KLEEN II TWO STEP ROLLER WASH |
| 11120 | KO II Y-832 TWO STEP ROLLER WASH |
| 11130 | KO II Y-872 TWO STEP ROLLER WASH |
| 12040 | 966 BLANKET & ROLLER WASH |
| 12060 | BLANKET KLEEN 440 |
| 12110 | PLS - LSD GLAZE REMOVER |
| 12130 | LEATHER ROLLER CLEANER K |
| 12140 | LEATHER ROLLER CLEANER |
| 12150 | COL BLANKET WASH (Naphta) |
| 12160 | ONE STEP WASH UP Y-895 |
| 12180 | UV BLANKET WASH Y-314 |
| 12210 | BLANKET & ROLLER WASH Y-780 (Naphta) |
| 12240 | PLS BLANKET & ROLLER WASH Y-642 (Naphta) |
| 12300 | BLANKET & ROLLER WASH Y-268 |
| 12310 | BLANKET & ROLLER WASH Y-145 |
| 12360 | UV WASH Y-819 |
| 12460 | INLAND ROLLER WASH X-257A |
| 12490 | UNIVERSAL FAST DRY BLANKET WASH (Naphta) |
| 12530 | WEB PLUS WASH |
| 12540 | HISOLVE BLANKET & ROLLER WASH |
| 12620 | ONE STEP WASH UP Y-616 |
| 12650 | 1490WM BLANKET & ROLLER WASH |
| 12660 | ONE STEP WASH UP 1401WM |
| 12670 | 1486 BLANKET & ROLLER WASH |
| 12680 | ULTRA KLEEN |
| 12690 | FP69 |
| 12740 | UV WASH Y-313B (Naphta) |
| 12770 | BLANKET & ROLLER WASH Y-120B |
| 12780 | BLANKET & ROLLER WASH Y-120C |
| 12790 | BLANKET & ROLLER WASH Y-120D |
| 12800 | BLANKET & ROLLER WASH 1406 |
| 12810 | BLANKET & ROLLER WASH Y-120F |
| 12840 | BLANKET & ROLLER WASH 1406WM |
| 12850 | WEB PLUS WASH B Y-897 |
| 12860 | BLANKET & ROLLER WASH Y-992WM |
| 12870 | BLANKET & ROLLER WASH Y-120S WM |
| 12920 | SUPREME KLEEN |
| 12930 | PREMIUM WASH |
| 12940 | MISCIBLE |

12950 WEB WASH
12970 EXCELITH UV 101 WASH
13020 ONE STEP WASH Y-836 (Naphta)
13050 ONE STEP WASH UP Y-872
13280 BLANKET & ROLLER WASH Y-911
13290 DOMINICK SPECIAL WASH Y-912 (Naphta)
13340 BLANKET & ROLLER WASH Y-891
13350 RE-SOLVE BLANKET & ROLLER WASH
13440 #9000WM BLANKET & ROLLER WASH
13450 #9000 BLANKET & ROLLER WASH
13460 GP ONE STEP WASH
13550 BLANKET & ROLLER WASH Y-952
13560 BLANKET & ROLLER WASH 145(INTL)
13570 RVA-119 INTL BLANKET & ROLLER WASH
13580 RVA-200 INT'L BLANKET & ROLLER WASH
13590 RVA-220 BLANKET & ROLLER WASH (INT)
13660 #9000D BLANKET & ROLLER WASH
13670 #9000DL BLANKET & ROLLER WASH
13740 BLANKET & ROLLER WASH Y-972
13850 BLEND BLANKET WASH A I
13860 BLEND BLANKET WASH A II
13920 SICPA AQUA-SOLV
14010 #3000 AUTOMATIC BLANKET WASH
14020 #5000 AUTOMATIC BLANKET WASH
14060 AUTOMATIC BLANKET WASH Y-803
14070 #8000 AUTOMATIC BLANKET WASH
14110 #7000-3 AUTOMATIC BLANKET WASH
14140 #7000-5 AUTOMATIC BLANKET WASH
14150 #8500 AUTOMATIC BLANKET WASH
14200 AUTOMATIC BLANKET WASH Y-921
14220 AUTOMATIC BLANKET WASH Y-921-3
14300 AUTOMATIC BLANKET WASH Z-020
15000 100 TYPEWASH
15010 555 TYPEWASH
15020 999 TYPEWASH
15040 777 TYPEWASH
15060 6-20 TYPEWASH
15070 HG-10 TYPEWASH (Naphta)
15110 PRESS LAQUER THINNER 1125
17020 KEROSENE
17030 LACQUER THINNER
17040 VM&P NAPHTHA (Naphta)
17050 XYLOL
17060 TOLUOL
17200 METHYLENE CHLORIDE
18040 ADHESIVE REMOVER
18090 NUMBERING MACHINE CLEANER
18100 INT'L # 184 RUBBER REJUVINATOR (Naphta)
18210 HYDRO-CLEAN (Naphta)
18240 MRC
19360 BLANKET & ROLLER WASH CONC. Y-999
19370 BLANKET & ROLLER WASH Z-005

19400 KLEEN AIR 30 WASH
31010 SUPER BLACK WIPE ON DEVELOPER
31020 SUPER RED WIPE ON DEVELOPER
31080 FAST BLACK WIPE ON DEVELOPER
31120 NORTH AMER WIPE ON DEV BLACK TYPE
33000 FILM CLEANER-REGULAR (Naphta)
33020 FILM KLEANER WITH ANTI STAT 7-807
33030 FILM KLEANER SPECIAL
50020 BLANKET HARDENER REMOVER

ROGERSOL PRODUCTS

PRODUCT
NUMBER NAME

10-00010 ROGERSOL #1
10-00240 WHIP WASH
10-00600 AUTO-WASH 7
10-00610 AUTO WASH 75
10-00620 AUTO WASH 2
10-00700 STANDARD BLANKET & ROLLER WASH
10-00760 DIGGER #1 SPECIAL
10-00800 COLOR WASH 1 (UNIJAX)
10-00810 COLOR WASH 2 (UNIJAX)
10-00830 SOLEX COLOR WASH #1 (SR-1009)
10-00880 ECONO RAPID DRY BW(SR-1011) (Naphta)
10-00900 FAST SOLVE BLKT & ROLLER WASH (Naphta)
10-00950 PATTON DUPLICATOR BLKT WASH (Naphta)
10-01000 ECONO-FAST BLKT & ROLLER WASH (Naphta)
10-01010 SMALL PRESS BLKT & ROLL WASH (PP) (Naphta)
10-01110 RWM "WM" BLKT & ROLL WASH
10-01130 EVERYDAY BLKT & ROLL WASH
10-01140 EVERYDAY BLKT & ROLL WASH WM
10-01150 ROYAL BLKT & ROLL TREATMENT
10-01180 A-1 SOLVE
10-01200 RVA LITE BLKT & ROLLER WASH
10-01210 WM BLKT & ROLL WASH (PRSTK)
10-01230 PREMIUM PRESS WASH (UNIJAX)
10-01240 PATTON DAILY PRESS WASH
10-01250 PATTON DAILY PRESS WASH WM
10-01450 PREMIUM RAPID WASH (TNKSC) (Naphta)
10-01480 ECONOMY WASH WM (TNKSC)
10-02040 AN-204 OFFSET PRESS WASH

10-35510 REQUEST WASH #1 (Naphta)
10-35520 REQUEST WASH #2 (Naphta)
10-35530 REQUEST WASH #3
10-50000 RAPID WASH
10-50010 RAPID WASH (UNIJAX)
10-50500 ARROW WASH
11-01430 NF-143 TYPEWASH
11-01500 ECONOMY NF TYPEWASH
11-01530 EB-153 DRIED INK REMOVER
11-01700 CLEANER Y-953
11-01710 ABC-171 ECONO-WASH (Naphta)
11-01770 TYPEWASH #177
11-01780 REGULAR TYPEWASH #177 CLEAR
11-01930 PW-193
11-02000 TYPEWASH Y-957
12-01120 RUBBER REJUVINATOR NF
12-01210 RUBBER REJUVINATOR NY-121 (Naphta)
12-01800 RENEWAL (SR-1005) (Naphta)

12-01810 RENEWAL NF (SR-1006)
15-01350 MRC SPECIAL
15-01410 SOLEX TRANSFER CYL CLNR (SR-1014)
15-01450 METERING ROLLER WASH
15-01550 FILM CLEANER (UNIJAX)
15-01580 AD-158 FILM CLEANER
15-01600 NUMBERING MACHINE OIL & CLNR
15-01630 JK-163 BLANKET HARDENER REMOVER (Naphta)
15-01690 BLANKET HARDENER REMOVER (SR-1017) (Naphta)
15-01750 PURE GOLD PLUS PLATE CLNR
15-01900 #190 LEATHER ROLLER CLEANER
15-06010 #601 STEEL ROLLER CONDITIONER
15-07500 CHROME CYLINDER CLEANER
15-34100 3 FOR 1 COPPER WASH
18-02140 WONDER BLACK WIPE ON DEVELOPER
18-03150 ROYAL BLACK DEVELOPER
23-34110 3 FOR 1 COPPER WASH (6 OZ.)
30-00010 VM&P NAPHTHA (Naphta)
30-00020 KEROSENE
30-00130 XYLOL
30-00140 TOLUOL

Exhibit C

"WARNING: This product contains chemical(s) known to the State of California to cause birth defects or other reproductive harm."

"WARNING: This product contains chemical(s) known to the State of California to cause cancer."

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

Actual labels must be at least 2 x 5 cm.

Exhibit D

EXHIBIT D

[RYCOLINE and ROGERSOL Letterhead]

IMPORTANT LEGAL NOTICE

Date:

Attention: Customers of Rycoline, Inc.

Subject: California Proposition 65 Warnings

This letter is to advise you that the Rycoline, Inc. ("RYCOLINE and ROGERSOL") products listed in Attachment A to this letter expose users of those products to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. Pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), the purchasers and users of the products listed on Attachment A must be given clear and reasonable warning that a particular product contains a carcinogen, a reproductive toxin or both.

Although RYCOLINE and ROGERSOL has begun labelling the listed products with proper warnings, you may have in your possession certain products that were manufactured and distributed before the new labeling was implemented. Until those products have been sold, you must take certain actions to ensure that purchasers of the products receive Proposition 65 warnings.

You will be in compliance with Proposition 65 for the products listed on Attachment A if you affix the enclosed warning stickers to the products in the manner described below. The following materials will enable you to provide warnings in compliance with the law:

- (1) One hundred (100) Warning Stickers; and
- (2) A return postcard indicating that you have received the enclosed materials and will comply with the warning requirements of Proposition 65 for the listed products.

You should affix a warning sticker to the container, cap, label or package of each listed product which does not have a Proposition 65 warning on its label. The sticker must be affixed so that it is conspicuous and likely to be read and understood by an ordinary individual under customary conditions of purchase.

Failure to provide a Proposition 65 warning for the listed products may subject you to legal action by the California Attorney General or various environmental groups, wherein monetary penalties of up to \$2,500 per violation could be sought.

You should return the enclosed postcard affirming your compliance with Proposition 65's warning requirements for the listed products.

Should you have any questions or concerns about this matter, please do not hesitate to contact _____ at 1-800-XXX-XXXX by phone, or by mail at the above address. In addition, we will be glad to supply additional warning stickers if requested.

Sincerely,

Title

RETURN POSTCARD FROM CUSTOMERS

* * * *

The undersigned certifies that this customer of Rycoline, Inc. has received (a) the Important Legal Notice letter regarding Proposition 65 warning requirements, (b) the list of Rycoline, Inc. products requiring a warning, and (c) 100 warning stickers. The undersigned further certifies that this retailer will comply with Proposition 65 warning requirements by affixing the warning stickers provided to them in the manner directed.

[Name & Title]

[Company]

[Address]

Please send me _____ additional stickers.

Exhibit E

MATERIAL SAFETY DATA SHEET

#10-00850 PAGE 1

DATE PRINTED: 09/04/96

PRODUCT NAME: T-85 HI-SPEED BLANKET WASH
PRODUCT CODE: 10-00850 FORMULA:
DOCUMENT NUMBER: 10-00850 EFFECTIVE DATE: 02/26/92
MANUFACTURER: ROGERSOL, INC.
5538 NORTHWEST HIGHWAY
CHICAGO, IL 60630
(312) 736-5100
EMERGENCY PHONE: CHEMTREC 1-800-424-9300

HAZARDOUS INGREDIENTS

| CHEMICAL | CAS# | PERCENTAGE | SARA III |
|--------------------------|------------|------------|----------|
| 1. METHYLENE CHLORIDE | 75-09-2 | 35-40 | YES |
| 2. PETROLEUM HYDROCARBON | 64742-89-8 | 60-65 | NO |
| THIS CHEMICAL CONTAINS: | | | |
| XYLENE | 1330-20-7 | 6 | YES |
| ETHYLBENZENE | 100-41-4 | 2 | YES |

FIRST AID PROCEDURES

EYE CONTACT: Immediately flush with water for at least 15 minutes. Remove contact lenses. Get medical attention.
SKIN CONTACT: Remove all contaminated clothing. Wash skin with soap & water. Get medical attention if indicated.
INHALATION: Remove victim to fresh air. Give artificial respiration or oxygen if needed. Get medical attention if indicated.
INGESTION: If swallowed, call a physician immediately. Only induce vomiting at the instructions of a physician. Never give anything by mouth to an unconscious person.

FIRE and EXPLOSION HAZARD INFORMATION

FLASH POINT: Above 200 Degrees F, method: T.C.C.
AUTOIGNITION TEMPERATURE: Unknown
EXPLOSIVE LIMITS IN AIR: Unknown
EXTINGUISHING AGENTS: Use the following media when fighting fires:
Water spray/fog, CO2, Dry chemical, Foam
SPECIAL FIRE FIGHTING INSTRUCTIONS:

MATERIAL SAFETY DATA SHEET

#10-00850 PAGE 2

FIRE and EXPLOSION HAZARD INFORMATION

CONTINUED

Use self-contained breathing apparatus & protective clothing
UNUSUAL FIRE AND EXPLOSION HAZARDS:
Do not flame cut, weld or saw empty container.

REACTIVITY INFORMATION

STABILITY: Stable

CONDITIONS TO AVOID:

Heat, sparks and open flames

INCOMPATIBILITY (Materials to avoid):

Strong oxidizing materials and chemically reactive metals
such as aluminum.

HAZARDOUS DECOMPOSITION PRODUCTS:

Oxides of carbon (CO₂, CO), and chlorine, Hydrogen chloride
and phosgene gas upon combustion.

HAZARDOUS POLYMERIZATION:

Will not occur.

HANDLING and STORAGE PRECAUTIONS

EYE PROTECTION:

Chemical safety splash goggles.

SKIN PROTECTION:

Neoprene or natural rubber gloves should be worn.

VENTILATION REQUIREMENTS:

General mechanical ventilation of area is recommended.

RESPIRATORY PROTECTION:

NIOSH recommended, if above TLV.

STORAGE PRECAUTIONS:

Protect against physical damage to containers. Store in a
cool, well ventilated area. Keep away from heat and oxidizing
materials. Keep out of the reach of children. For
industrial use only.

OTHER:

Safety shower and eye wash should be available.

SPELL \ DISPOSAL PROCEDURES

LARGE SPILLS:

Contain spill and pump to suitable container. Wash area
with suitable detergent and water. Thoroughly rinse area
with water.

SMALL SPILLS:

Use absorbent material to collect spill and put in appro-
priate container for disposal. Wash area with suitable
detergent and water. Thoroughly rinse area with water.

DISPOSAL METHOD:

MATERIAL SAFETY DATA SHEET #10-00850 PAGE 3

SPILL \ DISPOSAL PROCEDURES

Use appropriate container and dispose in an approved,
licensed site / facility.

CONTINUED

NOTE: Dispose of all wastes in accordance with federal, state and
local regulations.

In case of emergencies involving a spill, leak, fire, exposure,
or accident, call CHEMTREC 1-800-424-9300

HEALTH HAZARDS

PRIMARY ROUTE(S) OF EXPOSURE: Eyes, skin and inhalation

EYE CONTACT: Product may cause the following:

Moderate irritation on contact, vapors may also be
irritating.

SKIN CONTACT: Product may cause the following:

Severe irritation possible. Prolonged or repeated contact
with product may cause dermatitis.

SKIN ABSORPTION:

Methylene chloride is absorbed through the skin.

INHALATION: Product may cause the following:

Irritating to the nose and throat. Headaches, central
nervous system depression and nausea possible.

INGESTION: Product may cause the following:

Irritating to the digestive tract and may cause headaches,
central nervous system depression and nausea.

CHRONIC EFFECTS OF OVEREXPOSURE:

Overexposure to this product may cause damage to skin, lung,
liver, kidney and central nervous system.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:

Respiratory disease, skin disease, kidney disorders, liver
disease and central nervous system disorders.

OTHER INFORMATION:

Intentional misuse by deliberately concentrating and
inhaling the contents, may be harmful or fatal. Prolonged
or repeated overexposure to this product may cause head-
aches, nausea and central nervous system depression or
damage.

CARCINOGENICITY:

METHYLENE CHLORIDE has been identified by IARC as a group 2B
and the NTP as a compound possible carcinogenic to humans.
Not found on federal OSHA.

EXPOSURE LIMITS:

MATERIAL SAFETY DATA SHEET

#10-00850 PAGE

4

HEALTH HAZARDS

CONTINUED

| CHEMICAL | ACGIH/TLV | OSHA-PEL |
|--------------------------|-----------|-----------------|
| 1. METHYLENE CHLORIDE | 50 ppm | 500 ppm (TWA) |
| 2. PETROLEUM HYDROCARBON | 300 ppm | not established |
| THIS CHEMICAL CONTAINS: | | |
| XYLENE | 100 ppm | 100 ppm |
| ETHYLBENZENE | 100 ppm | 100 ppm |

TOXICITY DATA:

| CHEMICAL | LD50 RAT, oral | LC50 RAT, inh |
|--------------------------|-----------------|---------------|
| 1. METHYLENE CHLORIDE | 2000-4000 mg/kg | 24445 ppm |
| 2. PETROLEUM HYDROCARBON | unknown | unknown |
| THIS CHEMICAL CONTAINS: | | |
| XYLENE | 4.3 g/kg | 6700 ppm/4H |
| ETHYLBENZENE | unknown | unknown |

ADDITIONAL INFORMATION:

Overexposure to METHYLENE CHLORIDE may produce elevated carboxyhemoglobin levels.
 EPA hazardous waste number for Xylene is U239.

PHYSICAL \ CHEMICAL PROPERTIES

APPEARANCE AND ODOR: Clear water white liquid, chlorinated odor
 pH: Not applicable
 SPECIFIC GRAVITY (water=1): 0.910
 VAPOR PRESSURE (mmHG at 68 deg. F): 127
 VAPOR DENSITY (air=1): 3.70
 BOILING POINT (degrees F): 104-288
 MELTING POINT (degrees F): Not applicable
 SOLUBILITY IN WATER: Nil
 EVAPORATION RATE (n-butyl acetate = 1): 6.0
 PERCENT VOLATILITY BY WEIGHT (incl. water): 100
 VOC (lb/gal): 4.7 lb/gal (63%)

REGULATORY INFORMATION

Sara Title III, sec. 313.40 CFR 372: See "Hazardous Ingredients" Section (Note: the percentages given in that section are by weight (w/w)).

Chemical Control Law Status: All components of this product are listed or are excluded from listing on the U.S. Toxic Substance Control Act (TSCA) Chemical Substance Inventory.

VOC (volatile organic compound) information is in "Physical \ Chemical Properties" Section.

MATERIAL SAFETY DATA SHEET #10-00850 PAGE 5

REGULATORY INFORMATION

CONTINUED

STATE AND LOCAL REGULATIONS

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). WARNING: This product contains chemicals known to the state of California to cause cancer and birth defects or other reproductive harm:

CANCER
METHYLENE CHLORIDE
BENZENE

DEVELOPMENTAL TOXICITY
TOLUENE

TRANSPORTATION and LABELING INFORMATION

DOT SHIPPING NAME: POISONOUS LIQUID, N.O.S.
HAZARDOUS CONTENTS: (CONTAINS DICHLOROMETHANE)
DOT HAZARD CLASS: 6.1
ID NUMBER: UN 2810
PACKAGING TYPE:

HMIS RATING: HEALTH: 2
FLAMMABILITY: 1
REACTIVITY: 0
Scale: 0=no hazard, 1=minimal, 2=moderate, 3=high, 4=extreme

NOTE: This MSDS supercedes all previously dated MSDS for this product.

DISCLAIMER: The information in this document is believed to be correct as of the date issued. However, no warranty of merchantability, fitness for any particular purpose, or any other warranty is expressed or is to be implied regarding the accuracy or completeness of this information, the results to be obtained from the use of this information or the product, the safety of this product, or the hazards related to its use.

END OF DOCUMENT