

**SETTLEMENT AGREEMENT BETWEEN APS&EE, LLC AND
PRIMESOURCE BUILDING PRODUCTS, INC.**

1. RECITALS

1.1 The Parties

1.1.1 This Settlement Agreement (“Agreement”) is entered into by and between APS&EE, LLC (“APS&EE”) and PrimeSource Building Products, Inc. (“PrimeSource”). APS&EE and PrimeSource shall hereinafter collectively be referred to as the “Parties.”

1.1.2 APS&EE is an organization based in California with an interest in protecting the environment, improving human health and the health of ecosystems, and supporting environmentally sound practices, which includes promoting awareness of exposure to toxic chemicals and reducing exposure to hazardous substances found in consumer products.

1.1.3 PrimeSource employs ten (10) or more employees and is a person in the course of doing business as the term is defined in California *Health & Safety Code* section 25249.6 et seq. (“Proposition 65”).

1.2 Allegations

1.2.1 APS&EE alleges that PrimeSource sold the Grip Rite brand of galvanized hardware cloth, including but not limited to Grip Rite welded hardware cloth, 23 Gauge, ¼ in. Mesh, 36 in. x 10 ft., HC364410 (hereinafter collectively the “Products”) in the State of California causing users in California to be exposed to hazardous levels of lead without providing “clear and reasonable warnings”, in violation of Proposition 65. Lead is potentially subject to Proposition 65 warning requirements because it is listed as known to cause cancer and birth defects or other reproductive harm.

1.2.2 On June 21, 2016, a Sixty-Day Notice of Violation (“60-Day Notice”), along with a Certificate of Merit, was provided by APS&EE to PrimeSource

and various public enforcement agencies regarding the alleged violation of Proposition 65 with respect to the Products.

1.3 No Admissions

PrimeSource denies all allegations in APS&EE's 60-Day Notice and maintains that the Products have been, and are, in compliance with all laws, and that PrimeSource has not violated Proposition 65. This Agreement shall not be construed as an admission of liability by PrimeSource but to the contrary as a compromise of claims that are expressly contested and denied. However, nothing in this section shall affect the Parties' obligations, duties, and responsibilities under this Agreement.

1.4 Compromise

The Parties enter into this Agreement in order to resolve the controversy described above in a manner consistent with prior Proposition 65 settlements and consent judgments that were entered on behalf of the public interest and to avoid prolonged and costly litigation between them.

1.5 Effective Date

The "Effective Date" shall be thirty days from the date upon which a complete and fully executed copy of the Agreement is delivered to each Party's counsel.

2. INJUNCTIVE RELIEF

2.1 Reformulation Standard

As of the Effective Date, PrimeSource shall not distribute, sell or offer for sale the Products in California unless (a) the galvanizing solution in which the Products are submerged has a lead content by weight of no more than 100 parts per million (0.01%), or (b) the Product is distributed, sold, or offered for sale with a clear and reasonable warning as described in Section 2.2.

2.2 Proposition 65 Warnings

Whenever a clear and reasonable warning is required under Section 2.1, it shall state the following with the capitalized and emboldened wording:

“WARNING: This product contains chemicals known to the State of

California to cause cancer and birth defects or other reproductive harm.”

Each unit shall carry said warning directly on each unit or its label or package, with such conspicuousness as compared with other words, statements or designs as to render it likely to be read and understood by an ordinary consumer prior to sale.

A Product that is sold by PrimeSource on the internet shall also provide the warning message by a clearly marked hyperlink on the product display page, or otherwise prominently displayed to the purchaser before the purchaser completes his or her purchase of the Product.

In the event that Proposition 65 is repealed, preempted, amended or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then PrimeSource may provide written notice to APS&EE of any asserted change in the law, and shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Products are so affected. PrimeSource may change the warning language noted above to comply with the amended Title 27 Cal Code Of Regs. Article 6 Clear & Reasonable regulations, without notice to APS&EE at any time. Nothing in this Agreement shall be interpreted to relieve PrimeSource from any obligation to comply with any pertinent state or federal toxics control laws.

Notwithstanding anything above, the Parties agree that if any of the Products remain in PrimeSource's inventory on or before the Effective Date or have been ordered from PrimeSource's suppliers on or before the Effective Date and not yet delivered to PrimeSource, PrimeSource may sell such Products without a warning under Proposition 65, even if that product does not qualify as a reformulated Product pursuant to Section 2.1.

3. PAYMENTS

3.1 Civil Penalty Pursuant To Proposition 65

In settlement of all claims referred to in this Agreement, PrimeSource shall pay a total civil penalty of twenty five hundred dollars (\$2,500.00) to be apportioned in accordance with *Health and Safety Code* section 25249.12(c)(1) and (d), with 75%

(\$1,875.00) for State of California Office of Environmental Health Hazard Assessment (“OEHHA”), and the remaining 25% (\$625.00) for APS&EE.

PrimeSource shall issue two (2) checks for the civil penalty: (1) a check or money order made payable to “OEHHA” in the amount of \$2,500.00; and (2) a check or money order made payable to “Law Offices of Lucas T. Novak” in the amount of \$625.00.

PrimeSource shall remit the payments within five (5) business days after this Agreement is signed by all parties to:

Lucas T. Novak, Esq.
LAW OFFICES OF LUCAS T. NOVAK
8335 W Sunset Blvd., Suite 217
Los Angeles, CA 90069

3.2 Reimbursement Of APS&EE’s Fees And Costs

PrimeSource shall reimburse APS&EE’s reasonable experts’ and attorney’s fees and costs incurred in prosecuting the instant action, for all work performed through execution of this Agreement. Accordingly, PrimeSource shall issue a check or money order made payable to “Law Offices of Lucas T. Novak” in the amount of twenty thousand dollars (\$20,000.00). PrimeSource shall remit the payment within five (5) business days after this Agreement is signed by all parties, to:

Lucas T. Novak, Esq.
LAW OFFICES OF LUCAS T. NOVAK
8335 W Sunset Blvd., Suite 217
Los Angeles, CA 90069

4. RELEASES

4.1 APS&EE’s Release Of PrimeSource

APS&EE, acting in its individual capacity only, and on behalf of its past and current agents, shareholders, directors, members, officers, employees, attorneys, successors and assignees, in consideration of the promises and monetary payments contained herein, hereby releases PrimeSource, its parents (including Platinum Equity, LLC), subsidiaries, affiliated companies under common ownership or control,

shareholders, directors, members, officers, employees, attorneys, successors and assignees, as well as its downstream distributors, retailers, and franchisees, including HD Supply Repair and Remodel LLC, dba HD Supply Home Improvement Solutions and its subsidiaries, affiliated companies under common ownership or control, shareholders, directors, members, officers, employees, attorneys, successors and assignees, (collectively "Released Parties"), from any alleged Proposition 65 violation claims asserted in APS&EE's 60-Day Notice regarding the Products sold and/or offered for sale by PrimeSource in California before and up to the Effective Date.

4.2 PrimeSource's Release Of APS&EE

PrimeSource, its parents, subsidiaries, shareholders, directors, members, officers, employees, attorneys, successors and assignees, and on behalf of the Released Parties, by this Agreement, waives all rights to institute any form of legal action against APS&EE, its shareholders, directors, members, officers, employees, attorneys, experts, successors and assignees for actions or statements made or undertaken, whether in the course of investigating claims or seeking enforcement of Proposition 65 against PrimeSource in this matter. APS&EE hereby represents and covenants that other than its actions and communications directly related to enforcing this Proposition 65 violation claim, it has not knowingly taken any action adverse to Primesource nor has it made any statements materially adverse to Primesource.

4.3 Waiver Of Unknown Claims

Each of the Parties acknowledges that it is familiar with Section 1542 of California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Each of the Parties waives and relinquishes any right or benefit it has or may have under Section 1542 of California Civil Code or any similar provision under the statutory

or non-statutory law of any other jurisdiction to the full extent that it may lawfully waive all such rights and benefits. The Parties acknowledge that each may subsequently discover facts in addition to, or different from, those that it believes to be true with respect to the claims released herein. The Parties agree that this Agreement and the releases contained herein shall be and remain effective in all respects notwithstanding the discovery of such additional or different facts.

5. SEVERABILITY

Should any part or provision of this Agreement for any reason be declared by a Court to be invalid, void or unenforceable, the remaining portions and provisions shall continue in full force and effect.

6. GOVERNING LAW

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

7. NOTICES

All correspondence and notices required to be provided under this Agreement shall be in writing and delivered personally or sent by first class or certified mail addressed as follows:

<p>TO PRIMESOURCE: Shelley Hurwitz, Esq. Holland & Knight LLP 400 South Hope Street 8th Floor Los Angeles, CA 90071</p>	<p>TO APS&EE: Lucas Novak, Esq. Law Offices of Lucas T. Novak 8335 W Sunset Blvd., Suite 217 Los Angeles, CA 90069</p>
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8. 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 the same document. Execution and delivery of this Agreement by e-mail, facsimile, or other electronic means shall constitute legal and binding execution and delivery. Any photocopy of the executed Agreement shall have the same force and effect as the originals.

9. **AUTHORIZATION**

The undersigned are authorized to execute this Agreement on behalf of their respective Parties. Each Party has read, understood, and agrees to all of the terms and conditions of this Agreement. Each Party warrants to the other that it is free to enter into this Agreement and is not subject to any conflicting obligation that will or might prevent or interfere with the execution or performance of this Agreement by said Party.

AGREED TO:

Date:

Sept. 28, 2016

By:

[Signature]
Authorized Officer of APS&EE, LLC

AGREED TO:

Date:

Sept 27, 2016

By:

[Signature], General Counsel
Authorized Officer of PrimeSource
Building Products, Inc.