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12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14 WESTERN DIVISION

15 THOMAS & THOMAS RODMAKERS,)	Case No. CV-99-07796-FMC(RNBx)
16 INC., et al., On Their Own Behalf and)	(Consolidated)
17 On Behalf of All Others Similarly)	<u>CLASS ACTION</u>
18 Situated,)	
19 Plaintiffs,)	SUPPLEMENTAL AGREEMENT
20 vs.)	WITH THE CYTEC DEFENDANTS
21 NEWPORT ADHESIVES AND)	[CONFIDENTIAL – NOT TO BE
22 COMPOSITES, INC., et al.,)	FILED WITH THE COURT]
23 Defendants.)	

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1 This Supplemental Agreement (the “Supplemental Agreement”) is intended to
2 be incorporated into the Stipulation of Settlement with the Cytec Defendants dated as
3 of August 26, 2004 (the “Stipulation”). The terms used herein shall have the same
4 meanings as in the Stipulation.

5 IT IS HEREBY AGREED AS FOLLOWS:

6 1. Pursuant to and in accordance with the provisions of ¶8.5 of the
7 Stipulation, the Cytec Defendants shall have the option (which option may be
8 exercised only unanimously) to withdraw from the settlement set forth in the
9 Stipulation and to render the Stipulation null and void if the aggregate Carbon Fiber
10 purchases during the Class Period of current Class Members who request exclusion
11 from the Class during the additional opt-out period exceeds 7.5% of total Carbon
12 Fiber sales by Defendants to current Class Members during the Class Period.

13 2. To be valid for purposes of this Supplemental Agreement, a Request for
14 Exclusion must contain the information requested in the Notice of Settlement of Class
15 Action. In the event the Court requires a supplemental opt-out opportunity for the
16 Class, the parties agree to add a paragraph to the Notice stating that to opt-out of the
17 Class, the Class Member must provide information regarding the amount of aggregate
18 Carbon Fiber purchases from Defendants during the Class Period.

19 3. Plaintiffs’ Settlement Counsel shall provide counsel for the Cytec
20 Defendants with copies of any Requests for Exclusion, and any written revocations of
21 Requests for Exclusion, within three (3) business days of receipt, but in no event later
22 than seven (7) calendar days before the Settlement Hearing.

23 4. The Cytec Defendants shall be entitled to exercise the above option to
24 withdraw from the Settlement only if the Cytec Defendants provide Plaintiffs’
25 Settlement Counsel with written notice of their withdrawal from the Settlement and
26 file that notice with the Court within three (3) calendar days prior to the Settlement
27 Hearing.

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1 5. Plaintiffs' Settlement Counsel may attempt to cause retraction of any
2 election of exclusion by Members of the Class. If the Cytec Defendants have
3 exercised the option to withdraw from the settlement and if Plaintiffs' Settlement
4 Counsel succeed in causing the retraction of sufficient Requests for Exclusion such
5 that the remaining Requests for Exclusion do not equal or exceed the numbers
6 specified in ¶1 above, then the Cytec Defendants' notice of withdrawal from the
7 settlement automatically shall be deemed a nullity. To retract a prior Request for
8 Exclusion, a Class Member must provide to the Settling Parties' counsel at least two
9 (2) calendar days prior to the Settlement Hearing, or any adjournment thereof, an
10 irrevocable written notice stating his, her or its retraction of his, her or its Request for
11 Exclusion from the Class.

12 6. Any dispute among the Settling Parties concerning the interpretation or
13 application of this Supplemental Agreement shall be presented to the Court for
14 resolution upon the application of any party hereto.

15 7. This Supplemental Agreement shall not be filed with the Court unless
16 and until a dispute among the Settling Parties concerning its interpretation or
17 application arises and in that event it shall be filed and maintained with the Court
18 under seal. The terms and conditions of this Supplemental Agreement may be
19 disclosed to the Court but shall otherwise be kept confidential and shall not be
20 disclosed, unless otherwise ordered by the Court, to any other Person.

21 IN WITNESS WHEREOF, the Settling Parties have caused the Supplemental
22 Agreement to be executed, by their duly authorized attorneys, dated as of August 26,
23 2004.

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