CLIFFORD A. CHANLER 1 SUZANNE E. BEVASH DANIELLE R. FUGERE 2 CHANLER & ASSOCIATES 3 1700 Montgomery Street, 3rd Floor San Francisco, CA 94111 Telephone: (415) 391-1122 4 5 Attorneys for Plaintiff AS YOU SOW 6 7 8 SUPERIOR COURT OF THE STATE OF CALIFORNIA 9 FOR THE COUNTY OF SAN FRANCISCO 10 11 No. 950767 AS YOU SOW, a non-profit corporation, 12 STIPULATION FOR ENTRY Plaintiff OF JUDGMENT 13 14 ORLY INTERNATIONAL, INC., 15 et al., 16 Defendants. 1.7 18 19 20 IT IS HEREBY STIPULATED, by and between plaintiff As You Sow and defendant American International Industries Group, 21 22 through their respective representatives, that judgment in the above-entitled action be entered in accordance with the terms of 23 111 25 111 26 111 27 111 28 111 5068876.01

Baker & McKernie
Two Ershamakero Cester
Twenty-Found Floor
San Francisco, CA 94111
(415) 576-2000

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1	the settlement agreement between the parties, which is attached			
2	hereto	as Exhibit A.		
3				
4	Dated:	October 1, 1993		CHANLER & ASSOCIATES
5				ву:
6				Clifford A. Chamler
7				Attorney for Pyaintiff AS YOU SOW
8	Dated:	October 1, 1993		BAKER-& MCKENZIE /
9			8	L110 /
10				Bruce II. Jackson
11			/	Attorneys for Defendant AMERICAN INTERNATIONAL
12			1	INDUSTRIES GROUP
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SETTLEMENT AGREEMENT

On September 24, 1993 in San Francisco, California, As You Sow ("AYS") and American International Industries Group ("AII Group"), which includes all the corporations, partnerships, and entities listed in Exhibit A attached herewith, agreed to the following terms and conditions: WHEREAS:

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

AII Group is a California-based company that currently distributes nail enamel products containing toluene which are sold in retail stores and used by manicurists in hair, beauty and/or nail salons; and

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 & Safety Code § 25249.8; and

On February 3, 1993, AYS served AII Group with a document entitled "60-Day Notice" which alleged that as of January 1, 1992, AII Group had, in violation of Health & Safety Code § 25249.6, failed to warn purchasers and individuals that certain of AII Group's products sold in California expose users to toluene, a chemical known by the State of California to cause birth defects or other reproductive harm; and

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

A list of the nail enamels containing toluene which AII Group has bottled (or had bottled on its behalf) and/or distributed for sale in California since January 1, 1992 is provided in Exhibits B and C attached herewith (collectively referred to as the "Products"); and

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. On or before October 1, 1993, AII Group agrees not to ship (or cause to be shipped) any of the Products listed in Exhibit B into the State of California unless such products have been reformulated so as to eliminate the presence of toluene as an intended ingredient.
- 2. On or before December 15, 1993, AII Group agrees not to ship (or cause to be shipped) any of the Products listed in Exhibit C into the State of California unless such products have been reformulated so as to eliminate the presence of toluene as an intended ingredient.
- 3. If AII Group fails to comply with the reformulation commitment set forth in paragraphs 1 & 2 above, AII Group agrees to the following: (a) to pay a liquidated penalty in the sum of \$10,000 within ten (10) days of December 15, 1993; and (b) to comply with Health & Safety Code § 25249.6 and 22 CCR § 12601 for each product listed in Exhibits B & C that is shipped for sale in California after December 15, 1993, by providing a warning that is 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 warning should be calculated to warn individuals at the point of purchase as well as individuals who may use the Products at beauty, hair or nail salons. The warning should bear the statement:

"WARNING: Use of this product will expose you to toluene, a chemical known to cause birth defects or other reproductive harm."

If the warning is going to be placed in hair, beauty or nail salons, the warning shall be provided in a language(s) spoken by a significant portion of the employees or others likely to be exposed, so as to render the message clear.

4. In an effort to defray AYS' costs of investigating, litigating and negotiating this matter, AII Group agrees to reimburse AYS the reasonable sum of \$11,750.

- 5. AYS, by this Agreement, waives all rights to institute action against, and covenants not to sue, AII Group and each and every member thereof, its distributors or retailers which sell the Products, its officers, directors, agents, attorneys, partners, shareholders, representatives, heirs, successors or assigns, whether under or based upon any alleged violation of the Health & Safety Code §§ 25249.5 et seq. or Business & Professions Code §§ 17200 et seq. or other statute except as expressly provided for herein, or any other statute or common law claim based on AII Group's alleged failure to warn consumers about exposure to toluene from, or the manufacture, distribution or sale of, any of the Products identified in Exhibit B.
- 6. By this Agreement AII Group releases all claims and waives all rights to institute any form of legal action (including but not limited to any claim for damages, fines, sanctions, fees [including fees of attorneys, experts and others] or costs) in the Litigation against AYS and any of AYS' officers, directors, agents, attorneys, representatives, heirs, successors and assigns (collectively the "AYS Releasees"), based on any statute, provision of common law or any theory or issue whatsoever and for any and all actions or statements (and failures to act or state something) made by any of the AYS Releasees in the course of seeking enforcement of Proposition 65's warning requirement for nail polish and related products containing toluene or arising out of the parties' relations in this Litigation or the subject matter of this Settlement. AII Group further covenants not to sue any of the AYS Releasees based on any claim so released.
- 7. The parties recognize that products covered by this Agreement are or may be regulated under federal statutes. Nothing in this Agreement shall be construed to mean that Proposition 65 or any of its implementing regulations require the specific warning message or methods set forth in this Agreement.
- 8. 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.
- 9. In the event that a dispute arises with respect to the provisions(s) of this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.
- 10. The terms of this Agreement shall be governed by the laws of the State of California.

- 11. 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 a Proposition 65 warning, the duty to warn, as provided in paragraph 2 above, shall be modified so as to allow AII to distribute and sell those types of nail enamel or nail care products containing that percentage of toluene (or less than that percentage) for sale in California. Additionally, if any provision of Health & Safety Code §§ 25249.5 et seq. is repealed, or declared void, the obligations imposed on AII Group in paragraphs 1 and 2 above will be reduced to the same extent as such repeal or declaration. Without prejudice to the generality of the above, the obligations imposed on AII Group by Paragraphs 1, 2, and 3, above, will become null and void in the event that toluene is removed from the list caused to be published by the Governor pursuant to Health & Safety Code § 25249.8.
- 12. All correspondence, including a letter indicating whether the reformulation commitment referred to in paragraphs 1 and 2 have been made, should be mailed to AYS as follows:

As You Sow 106 Clifford Terrace San Francisco, CA 94117

- 13. The parties shall execute and file a stipulated judgment (to be approved pursuant to CCP § 664.6) with the San Francisco Superior Court in accordance with the terms set forth in the Agreement.
- 14. Nothing in this Agreement shall be construed as an admission by AII Group 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 AII Group 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 AII Group under this Agreement.
- 15. This Settlement Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Settlement Agreement by signing any such counterpart.

16. The undersigned are authorized to execute this Agreement on behalf of their respective parties and have read, understood and agreed to all of the terms and conditions of this Agreement.

AGREED TO:

AGREED TO:

Executive Director AS YOU SOW

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Terri Cooper on behalf of the AMERICAN INTERNATIONAL INDUSTRIES GROUP (as defined in Exhibit A attached herewith)

Dated: 10/2 , 1993

Dated: $\frac{9/30}{}$, 1993

EXHIBIT A

(1) AMERICAN INTERNATIONAL INDUSTRIES

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Also doing business as:

- All Clubman a.
- b. All Delore
- Andrea International Industries c.
- d. Gigi Laboratories
- Universal Imports e.
- (2) ARDELL INTERNATIONAL, INC.
- (3) ARYZ CORPORATION
- (4) (5) ERX CORPORATION
- GLAMOUR INDUSTRIES, COMPANY ORIGINAL ADDITIONS, INC.
- (6) (7)
- RAZY PROPERTIES, INC.
- (8) SRYZ CORPORATION

5068539.02

-6-

EXHIBIT _A

PART

VIQ AND

Brand Names: Manicure Mate Jonee Andrea

Beauty Labs

CALCIUM NAIL THICKENER CALCIUM NL THICKENER 1/2 OZ BULK CHIP PROOF SHINY TUP COAT 1/2 OZ. COND #1 PROTEIN CONDITIONER COND #2 PENETRATES & HARDENS CONDITIONER #1 BULK CONDITIONER #2 BULK CUTICLE OIL & CUND 1/2 OZ BULK CUITCLE OIL & CONDITIONER .5 02 CUTICLE TREATMENT 1/2 UZ CUTICLE TREATMENT 1/2 OZ BULK DRIES NAIL PULISH 1/2 OZ DRIES HAIL POLISH 1/2 UZ BULK FUNGUS AWAY 1/2 02 FUNGUS AWAY 1/2 OZ BULK LONG HAIL MENDER BULK LONG NAILS MENDER NAIL BITE STOP 1/2 OZ

NAIL BITE STOP 1/2 OF BULK

I MINUTE NAIL DRY 1 OZ

SUP Brand Names: Delore Supernail

1 MINUTE NAIL DRY 1/2 UZ BLIST 1 MINUTE NAIL ORYER 1/2 DZ European Secret 1/2 OZ NAIL HANDENER WHT/CHP 1/4 OZ ORGANIC NAIL HARDNER W/ Profile 12PC HARDNR 1/4 OZ W/THKNR 1/2 European Formulæ5 TRY ME CHP PROF 1/8 OZ DSPLY 25 IRY HE THICKENER 1/8 OZ OSPL CANDY CORAL CHIP PROOF 1/2 UZ .50 UFF CHIP PROOF 12 DISPLAY CHIP PROOF 12/CHIP CHIP PROOF 6PK CARDED CHIP PROOF CARDED COLOR ENHANCER BLUE 1/2 OZ COLOR ENHANCER CORAL 1/2 UZ COLOR ENHANCER RE 1/2 OZ CUTICLE LIQUID 1/2 OZ BLIST CUTTCLE LIQUID 1/2 OZ DISPLAY CUTICLE TREAT 6PC DSPLY CUTICLE TREAT 6PK CARDED DELORE HOLIDAY PROTECTOR BUKET 1/8 02 DELORE NL HARDENER & POL DRYER ES NL LAQ AUTUMN DRANGE ES NL LAQ CAFE LATTE ES NL LAQ CAN CAN CORAL ES NL. LAG CANNES CORAL ES NL LAQ OUSTY MAUYE ES NL LAG FRENCH FUCHSIA ES NL LAG HEAVENLY HEATHER ES NL LAQ LOVER'S ROSE

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EXHIBIT B

DIY

PART

SUP

ES NL LAQ HAUVE ALL OVER ES NL LAQ HAUVE MEMORIES ES NL LAG HEDITERRANEAN HAUVE ES NL LAG MONACO NAUVE ES NL LAG PARISIAN PINK ES NL LAQ PEARL PINK ES NL LAU REMEMBERED RED ES NL LAG RIVIERA RED ES NL LAG RIVIERA ROUGE ES NL LAG SHIMMERING RUBY ES NL LAG ST. TROPEZ SAND ES NL LAG SURE FIRE RED ES VITESSE 12PC DISPLAY ES VITESSE TOP COAT 1/2 OZ OS EURO 10 POLISH GUARDIAN 0/S 5 OZ HARDENER 25 TRY ME 1/8 OZ DSPLY LIGHINING DRY NAIL WAX .5 OZ OS LIGHTNING DRY NAIL WAX 12PC OS NAIL CARRY ALL (PROFESSIONAL) NAIL CARRY ALL RETAIL NAIL GRO 1/2 OZ BLIST NATL GRO 1/2 OZ DISPLAY MAIL HARDENER 1/4 DZ 1.00 OFF NAIL HARDENER 1/4 DZ 120C DSPLY NAIL HARDENER 1/4 OZ 6PC DSPLY NAIL HARDENER 6PK CARDED NAIL HARDENER CARDED NEW NAIL POUCH (PROFESSIONAL) 1/2 OZ NAIL POUCH RETAIL 1/2 OZ NAIL THICKENER 1 0Z NAIL THICKENER 1/2 0Z 1.00 UFF NAIL THICKENER 12/CHIP NATE THICKENER 6/DISP NATE THICKENER CANDED 6PK OLYMPIC ORCHIO ONYMYRRH 6PC UISPLAY 1/2 OZ ONYMYRRH TRY ME 1/8 OZ 25PK PINK GO LIGHTLY RED ON A HOT TIN ROOF RETAIL DISPLAY FULL RUE DE LA ROSE SUMMER RENDEZVOUS 18PC DISPLAY 1/2 DZ SUPER TO DISPLAY SWISS GOLD .5 OZ W/FREE NEVER SW(35 GOLD 1/2 0% SWISS GOLD 1/4 UZ W/CARD THE NAIL TOTE 2/GREEN (PROF) 1/2 0Z THE NAIL TOTE W/GOLD (RETAIL) 1 OZ THICKENER CARDED .5 0% 1.00 OFF TRY ME CHIP PROOF 1/8 OZ YELLOW FREE 1/2 OZ 12PC DISPLAY

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EXHIBIT _B

DIV

PART

VNU Frand Name:

Brand Name: "Supernail"

1 MINUTE NAIL DRY 1/2 OZ
1 MINUTE NAIL DRY 1/2 OZ BLIST
COLOR ENHANCER CORAL 1/2 OZ
COLOR ENHANCER RED 1/2 OZ
CUTICLE LIQUID 1/2 OZ BLIST
CUTICLE LIQUID 1/2 OZ DISPLAY
NAIL GRO 1/2 OZ BLIST
SUPER 10 DISPLAY
TOP COAT 1/2 OZ
TOP COAT 1/2 OZ DSPLY

EXHIBIT C

DIV PART AND ACRYLIC TOP COAT 1/2 OZ ACRYLIC TOP COAT 1/2 OZ BULK ACRYLIC WET GLAZE 1/2 OZ ACRYLIC WET GLAZE 1/2 OZ BULK DAILY NAIL STRENGTHENER FILLS RIDGES 1/2 OZ FILLS RIDGES 1/2 DZ BULK MEND SPLIT NAILS 1/2 OZ MEND SPLIT NAILS 1/2 UZ BULK MENDER CARDED HOISTURIZING BASE COAT .5 BULK MOISTURIZING BASE COAT 1/2 02 NAIL FOUNDATION BASE COAT 1/2 OZ. ONE STEP NAIL MENDER FORMALD 1/2 OZ ONE-STEP NATL THICKENER 1/2 OZ REPAIR & WRAP CARDED RIDGE FILLER CARDED SILK WRAP 1/2 02 SILK WRAP 1/2 OZ BULK SILK WRAP NAIL FORTIFIER FORM 1/2 OZ STRONG NAIL CONDITIONER STRONG NAIL CONDITIONER BULK SUPER COAT 1/2 OZ SUPER COAT 1/2 OZ BULK ARD 1/2 OZ ACRYL HI GLOSS (UNC) 1/2 OZ FIBER NAIL WRAP (UNC) Brand Name: 1/2 OZ LIQUID SILK (UNC) Ardell 1/2 OZ RYDGE FILLER (UNC) ACRYLIC HI GLOSS 1/2 OZ ARDELL NAIL HASK 12/0L ARDELL NAIL MASK 3/8 DZ FIBER HAIL WRAP 1/2 OZ FRENCH LUOK MANICURE KIT 4-1/4 OZ LIQUID SILK 1/2 OI RIDGEFILLER 1/2 OZ SUP 14K GOLD NAIL POLISH 2-1/2 OZ 6PKS RIDGE FILLER 24 SHADE LACQUER PREPAC 48 SHADE LACQUER PREPAC ALL THAT GLITTERS BITE NO MORE DSPLY 1/2 OZ BUY 1 LIGHTNING DRY 1/2 OZ & BASE COAT 5 OZ BUY 1 NAIL SYSTEM TRIAL SIZE & 1/6 OZ BUY 2 CHIP PROOF 12PC & GET 1 BUY 2 SILK RIDGE FILLER 12PC BUY 4 NL THICKENER & PROTECTOR BUY ONE CHIP PROOF 5 OZ 12PC DISPLAY DYNAMIC DUO 1/2 OZ **EXHIBIT** DYNAMIC DUO PROF 1 OZ

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SUP

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EF NAIL SECRETS 5 OZ
EF NEVER CHIPS S OZ
ES CLEAR SECRET
ES FIBER NET
ES FIRST BASE ..
E3 MANICUNE ESSENTIALS KIT
ES NAIL STRENGTHENER PROF 1 UZ
ES NEVER CHIP PROF 1 OZ
ES NL LAQ A MATTER OF MAUVE
ES NL LAQ A ROSE IS A ROSE
ES NL LAQ BERRY CHERRY
ES NL LAQ BUTTERFLY PINK
ES NL LAQ CARNIVALE CORAL
ES NL LAQ COLOR HE PINK
E3 NL LAQ CRANBERRY
ES NL LAQ CULTURED PEARL 5 OZ
ES NL LAQ FERRARI RED
ES NL LAQ FIESTA PINK
ES NL LAQ FIREWORKS RED
ES NL LAQ JUBILE PEACH
ES NL LAG LOVINGLY LILAC
ES NL LAQ MAJESTIC MARNIER
ES NL LAQ NAUGHTY MAUVE
ES NL LAG PARLEZ YOUZ PINK
ES NL LAQ PHANTOM PINK
ES NL LAQ PINK A BOU
ES NL LAQ PINK LOLLIPOP
ES NL LAQ PINK PANTHER
ES NL LAQ PLUH PERFECT
ES NL LAQ POPPY SPICE
ES NL LAQ PORTRAIT IN PINK
ES NL LAQ POWDER PUFF PINK
ES NL LAG PRÉCIOUS PLUM
ES NL LAQ PROCELAIN WHITE 5 DZ
ES NL LAW RADIANT RED
ES NL LAD RAGTIME RED
ES NL LAG RED HOT RED
ES NL LAQ RED ON HOY 'I'IN ROOF
ES NL LAQ RENAISSANCE RED
ES NL LAW RIGHT UN RED
ES NL LAG RUE DE LA ROSE
ES NL LAQ SINFULLY SABLE
ES NL LAQ SHOW PINK
ES NL LAQ SOME LIKE IT LILAC
ES NL LAQ SOUTH PACIFIC PINK
ES NL LAQ SPICED CINNAMON
ES NL LAQ SWEET GEURGIA BROWN
ES NL LAG SWEET VIOLETS
ES SUPERB DUD NEVER CHIP 5 OZ
ES TOP SECRET
ES TRIPLE TIME
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EXHIBIT ____

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SUP

FIBER NAIL WRAP 1 0/ FIBER NAIL WRAP 1/2 02 BLIST FIBER NAIL WRAP 1/2 02 DISPLAY FRENCH LOOK MANICURE KIT 4-1/4 OZ ISLAND PARADISE COLLECTION 18PC 1/2 0Z LARGE RETAIL BASKET #2 THICK 1/2 OZ LIQUID SILK 1 OZ LIQUID SILK 1/2 OZ BLIST LIQUID SILK 1/2 OZ DISPLAY MINI POLISH KII NAIL ART KIT MAIL HARDENER 1/4 UZ W/FREE CHIP PROOF NAIL MASK TRY ME 1/8 OZ 25PK NAIL MENDER 1 OZ NAIL MENDER 1/2 OZ BLIST NAIL MENDER 1/2 OZ DISPLAY NAIL MENDER KIT 1-1/2 UZ NAIL SYSTEM NAIL SYSTEMS NAIL SYSTEMS 2000 1/2 OZ NAIL SYSTEMS 2000 TL SZ DISPLY 1/8 0Z NAIL SYSTEMS 2000 TRIAL SIZE 1/8 OZ NAIL SYSTEMS 6PC DISPLAY 5 0Z NAIL SYSTEMS THE SZ 25PC DSPLY 1/6 OZ NAIL SYSTEMS W/NEVER CHIP 5 OZ NAILS NOW 1/2 OZ BLIST NAILS NOW 1/2 OZ DISPLAY NEVER CHIP 1/2 OZ FR/ENG NEVER CHIP TRL SZ 25PC DISPLAY 1/6 OZ NEW HAIL SYSTEM 1/2 OZ NEW NEVER CHIP 1/2 OZ ORGANIC NAIL HASK 5 OZ ORGANIC NAIL HASK 6PC DISPLAY 5 OZ ORGANIC NAIL MASQUE PARAOISE 92 18PC MIXED DISPLAY 1/2 DZ PETITE RETAIL BASKET #3 1/8 0Z PLUSHY PINK PROTEIN BASE COAT 1/2 OZ BLIST PROTE IN BASE COAT 1/2 OZ DSPLY RIDGE FILLER 1 OZ RIDGE FILLER 1/2 OZ BLIST RIDGE FILLER 1/2 OZ DISPLAY SHINY SHINE 1/2 OZ DISPLAY SILK RIDGE 25 TRY ME 1/8 OZ SILK RIDGE FILLER SILK RIDGE FILLER \$.50 OFF 1/2 OZ SILK RIDGE FILLER 12/CHIP 1/2 OZ SILK RIDGE FILLER 12/DISP. 1/2 OZ SILK RIDGE FILLER 6PK CARDED 1/2 OZ SILK RIDGE FILLR CARDO .50 OFF 1/2 OZ SMALL RETAIL BASKET #1 1/8

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EXHIBIT __

VIO

PART

SUP

SMOOTH SECRE!
SPIT SHINE 1/2 OZ BLIST
SPI! SHINE 1/2 OZ DISPLAY
SUPER STORE DISPLAY 1/2 OZ
SUPERB DUO
SUPERB GLAZE 1/2 OZ BLIST
SUPERB GLAZE 1/2 OZ DISPLAY
SWEET CORAL
TOP COAT 1/2 OZ DISPLAY
TRY ME SILK RIOGE 1/8 OZ
UNDERWEAR
UNDERWEAR 1/2 OZ BLIST
UNDERWEAR 1/2 OZ DISPLAY

()

UHV

BITE NO MORE DISPLAY FIBER NAIL WHAP 1/2 OZ FIBER WRAP CAROED FRENCH LOOK MANICURE KIT 4-1/4 OZ LIQUID SILK 1/2 OZ BLIST LIQUID SILK 1/2 DZ: DISPLAY MINI POLISH KIT NAIL MENDER 1/2 OZ BLIST NAIL MENDER 1/2 OZ DISPLAY NAILS NOW 1/2 OZ BLIST PROTEIN BASE COAT 1/2 OZ RIDGE FILLER 1 OZ RIDGE FILLER 1/2 OZ BLISI RIDGE FILLER 1/2 UZ DISPLAY SHINY SHINE 1/2 OZ DISPLAY SPIT SHINE 1/2 OZ BLIST SPIT SHINE 1/2 OZ DISPLAY SUPERB GLAZE 1/2 OZ DISPLAY UNDERWEAR 1/2 OZ BLIST UNDERWEAR 1/2 OZ DISPLAY

EXHIBIT <u></u>