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FILED
San Francisco County Superior Court

SEP 1 1995

ALAN M. CARLSON, Clerk
BY: R. K. V. [Signature]
Deputy Clerk


8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

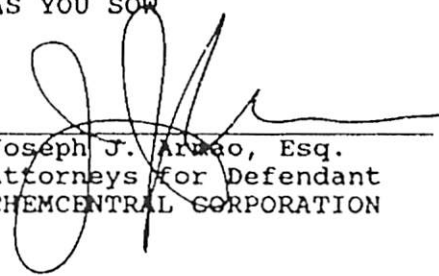
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12 AS YOU SOW, a non-profit)
13 corporation,)
14 Plaintiff,)
15 v.)
16 CHEMCENTRAL CORPORATION, and)
17 DOES 1 through 1000,)
18 Defendants.)
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No. 977747


STIPULATION FOR ENTRY OF
JUDGMENT AND JUDGMENT ON
STIPULATION

1 IT IS HEREBY STIPULATED, by and between plaintiff As
2 You Sow and defendant CHEMCENTRAL CORPORATION, through their
3 respective representatives, that judgment in the above-
4 entitled action be entered in accordance with the terms of the
5 settlement agreement between the parties, which is attached
6 hereto as Exhibit A.

7
8 Dated: August 16, 1996 By: 
9 Clifford A. Chanler, Esq.
10 Attorneys for Plaintiff
11 AS YOU SOW

12 Dated: August 16, 1996 by: 
13 Joseph J. Arduo, Esq.
14 Attorneys for Defendant
15 CHEMCENTRAL CORPORATION

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

19 Dated: August 16, 1996 SEP - 9 1996
20 Judge of the Superior Court 

21 LAURENCE D. KAY
22 Presiding Judge
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Exhibit A

SETTLEMENT AGREEMENT

On August 16, 1996 in San Francisco, California, As You Sow ("AYS") and CHEMCENTRAL Corporation ("Chemcentral") agreed to the following terms and conditions:

WHEREAS:

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

Chemcentral is a corporation, headquartered in Illinois, that distributes and sells in the State of California various products that contain the chemicals toluene, methylene chloride, perchloroethylene, and trichloroethylene (the "Target Chemicals"), which are listed pursuant to Proposition 65;

A list of the Chemcentral products sold or distributed in California that contain one or more of the Target Chemicals as intended ingredients and which are covered by this Agreement (the "Products") is provided in Exhibit A;

Chemcentral certifies that Exhibit A lists each Chemcentral product sold or distributed in California since January 1, 1992 that contains one or more of the Target Chemicals, and the container size(s) in which each product was sold or distributed;

Chemcentral distributes such chemicals and solvent blends in California in drums of a variety of sizes up to 55 gallons ("Drums") as well as larger shipments including, but not limited to, tanker truck loads and railcars (together, "Bulk Shipments");

Some of the Products have been distributed and sold by Chemcentral for use in California since April 1, 1989;

On October 1, 1995, AYS first served Chemcentral and all of the requisite public enforcement agencies with a document entitled "60-Day Notice" which provided Chemcentral and such public enforcers with notice that Chemcentral was allegedly in violation of Health & Safety Code § 25249.6 for failing to warn purchasers that certain products it sells in California expose users to Proposition 65-listed chemicals; and

On April 23, 1996, AYS filed a complaint entitled As You Sow v. Chemcentral Corporation (No. 977747) in the San Francisco Superior Court, naming Chemcentral as a defendant and alleging violations of Business & Professions Code §17200 and Health & Safety Code §25249.6 on behalf of individuals in California who allegedly are exposed to chemicals listed pursuant to Proposition 65 contained in certain Chemcentral products.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Product Labeling For Drums. As soon as practicable, but in no event later than December 31, 1996 (the "Labeling Deadline"), Chemcentral agrees that it shall not ship for sale or use in the state of California, any Drum of any of the Products, unless such Product contains the following warning statement affixed to its container:

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

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

- 1.2. For Products containing a chemical or chemicals known to the State of California to cause cancer:**

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

- 1.3. For Products containing a combination of chemicals known to the State of California to cause cancer and chemicals known to the State of California 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. On or before the Labeling Deadline, Chemcentral will provide a sample label to AYS.

2. Warnings For Bulk Shipments. As soon as practicable, but in no event later than the Labeling Deadline, Chemcentral agrees that it shall not ship (or cause to be shipped) for sale or use in California, any Bulk Shipments of the Products, unless Chemcentral has furnished each California Customer receiving Bulk Shipments of the Products ("Bulk

Customer") with a letter setting forth the requirements of Proposition 65 and how they may apply to that Bulk Customer ("Notice Letter"). The Notice Letter shall further explain that Chemcentral is providing that Bulk Customer with adhesive labels for the vessels that store such Bulk Customer's products and the vessels within which the Products are repackaged as described below. An example of this Notice Letter is attached hereto as Exhibit B. Chemcentral further agrees that it shall create adhesive labels for Products sold in Bulk Shipments containing the applicable warning language set forth above in Paragraph 1 of this Agreement, and provide these labels to Chemcentral's Bulk Customers for use on their storage vessels and the vessels within which the Products are repackaged. These labels shall measure no smaller than six (6) inches square and shall be delivered to each Bulk Customer upon such Bulk Customer's first receipt of any Bulk Shipment of the Product(s) after the Labeling Deadline, along with the material safety data sheet ("MSDS") for such Product(s) and the Notice Letter described above. On or before the Labeling Deadline, Chemcentral will provide an example of such adhesive label to AYS. The labels and Notice Letter shall be subsequently sent to each Bulk Customer annually along with a revised MSDS or at the end of the fiscal year. Chemcentral shall confirm each Bulk Customer's receipt of the Notice Letter along with the MSDS by use of a signed acknowledgment from the Bulk Customer of receipt of the Notice Letter and MSDS. An example of the customer acknowledgment of receipt is attached hereto as Exhibit C.

3. **Warnings for Out-of-State Shipments.** As of the date of this agreement, Chemcentral agrees that, upon inquiry from any person purchasing Chemcentral Products ("Customer") located outside of California regarding Proposition 65, Chemcentral shall provide such Customer with a letter setting forth the requirements of Proposition 65 as they apply to such Customer (an "Inquiry Response Letter"). An example of the Inquiry Response Letter is attached hereto as Exhibit D.

4. **Restitution.** Chemcentral agrees to pay \$42,000 to AYS as restitution. This payment, which is made pursuant to Business & Professions Code §17203, shall be forwarded by AYS to the AYS Proposition 65 Investigation Fund and the AYS Environmental Education Fund. The AYS Proposition 65 Investigation Fund shall use these funds to help fund its ongoing investigation into occupational and consumer exposures to chemicals listed pursuant to Proposition 65. The AYS Environmental Education Fund shall use these funds to educate workers and consumers about the hazards of exposure to toxic chemicals, especially those listed under Proposition 65, and their right to know the ingredients of consumer and commercial products; and these funds may also be used to educate companies using unsafe levels of toxics to reformulate their products to reduce or eliminate toxic ingredients, and to educate youth about critical environmental issues. This payment shall be due within 5 days of Chemcentral's receipt of notice of entry of judgment.

5. **Penalty.** Pursuant to Health & Safety Code §25249.7(b), Chemcentral shall pay a penalty of \$98,000 in two installments. The first installment of \$28,000 is due within 5 days of Chemcentral's receipt of notice of entry of judgment. The second installment of \$70,000 shall be due on September 1, 1997. However, this final installment shall be waived if Chemcentral implements a comprehensive employee and public education and training program regarding the reduction of toxic chemical exposure within 12 months of execution of this agreement consisting of (a) video training programs for customers, (b) in-house training seminars for its employees, (c) an out-reach educational program for the California communities in which Chemcentral facilities are located, and (d) a children's environmental calendar contest for distribution of calendars to employees and customers. In order to get penalty waiver credit, Chemcentral shall certify in writing to AYS that these programs were fully implemented. Such certifications shall be made by an officer of Chemcentral and served on AYS by August 15, 1997. All penalty monies shall be apportioned by AYS in accordance with Health & Safety Code §25192.

6. **Reimbursement of Fees and Costs.** Chemcentral agrees to reimburse AYS the sum of \$30,000 for all of AYS's fees and costs incurred in this matter prior to July 2, 1996, including, but not limited to, investigative fees and costs reasonable attorneys' fees and costs, any other costs incurred as a result of investigating and bringing this case to Chemcentral's attention, and costs of negotiating a settlement. Chemcentral will also reimburse AYS for additional attorneys' fees reasonably and necessarily incurred after July 2, 1996 in negotiating this Agreement. Chemcentral shall pay AYS both of these amounts within 5 days of Chemcentral's receipt of notice of entry of judgment under this Agreement.

7. **MSDS Revisions.** Chemcentral agrees to revise the MSDS pertaining to each of the Products to include within the Section of the MSDS pertaining to health hazard information the applicable warning language set forth in Paragraph 1 of this Agreement. Final MSDSs incorporating revised warning language will begin to be distributed in the normal course of business on or before the Labeling Deadline.

8. **AYS Release.** AYS, by this Agreement, hereby releases, acquits and forever discharges Chemcentral, Chemcentral's distributors, Chemcentral's customers, and each of their respective officers, directors, shareholders, general and limited partners, employees, agents, representatives, servants, attorneys, insurers, heirs, executors, administrators, trustees, beneficiaries, successors and assigns (the "Chemcentral Releasees"), from any and all actions, causes of action, claims and demands that AYS has asserted or could have asserted against any of the Chemcentral Releasees under Proposition 65, Section 5194 of Title 8 of the California Code of Regulations ("8 CCR § 5194") (Proposition 65 and 8 CCR § 5194 are hereinafter together

referred to as the "Warning Laws"), or Business & Professions Code §§ 17200 or 17203 as those sections of the Business and Professions Code relate to failures to warn under the Warning Laws, based upon, related to, or arising out of Chemcentral's alleged failure to warn adequately about exposure to Target Chemicals contained in any of the Products listed in Exhibit A of this Agreement and manufactured on or prior to the Labeling Deadline, with the following two limitations: (1) to the extent that this Release applies to Chemcentral customers, it encompasses only claims based upon, related to, or arising out of exposures by Chemcentral customers to employees of such Chemcentral customers; and (2) to the extent that this Release applies to claims under laws other than the Warning Laws or Business & Professions Code §§ 17200, 17203, AYS enters into this Release in its individual capacity and on behalf of its officers, directors, shareholders, general and limited partners, employees, agents, representatives, servants, attorneys, insurers, heirs, executors, administrators, trustees, beneficiaries, successors and assigns, to the extent permitted by law, and not on behalf of the general public.

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

9.1. Chemcentral represents and warrants as follows:

9.1.1. Each of the Products listed in Exhibit A contains one or more Target Chemicals in amounts such that Chemcentral has no analytical, risk assessment, or other data indicating that an exposure to any or all Products listed in Exhibit A poses "no significant risk" or will have "no observable effect," as each of these terms is defined under Health & Safety Code § 25249.10(c).

9.1.2. In the event that Chemcentral obtains analytical, risk assessment, or other data ("Exposure Data") that shows that an exposure to any or all Products listed in Exhibit A poses "no significant risk" or will have "no observable effect," as each of these terms is used in Health & Safety Code § 25249.10(c), Chemcentral shall provide AYS with 90 days prior written notice of its intent to limit or eliminate the warning provisions under Sections 1, 2 or 3 of this Agreement and shall provide AYS with all such Exposure Data. Within thirty (30) days of receipt of Chemcentral's Exposure Data, AYS shall provide Chemcentral with written notice of its desire to challenge the Exposure Data (in the event that AYS chooses to make such a challenge) and AYS and Chemcentral 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 and Chemcentral agree to submit such challenge to binding arbitration, with an arbitrator acceptable to both parties. The prevailing party shall be entitled to reasonable attorney's fees and costs associated with such an arbitration. If AYS does not challenge Chemcentral's

notice or the arbitrator determines that no warning is required for a particular Product or Products, Chemcentral shall no longer be required to provide the warnings described in Sections 1, 2, or 3 of this Agreement for those Products.

10. **Stipulated Judgment.** The parties shall file a stipulated judgment to be approved pursuant to CCP §664.6 by the San Francisco Superior Court in accordance with the terms of this Agreement.

11. **Parties.** This Agreement shall bind and inure to the benefit of: (1) AYS and Chemcentral and each of their respective successors and assigns; and (2) past, present and future officers, directors, shareholders, general and limited partners, employees, agents, representatives, servants, attorneys, insurers, heirs, executors, administrators, trustees and beneficiaries of AYS and Chemcentral to the extent permitted by law.

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 Chemcentral shall be mailed to:

Joseph J. Armac, Esq.
Heller, Ehrman, White & McAuliffe
333 Bush Street, Thirty-Fourth Floor
San Francisco, CA 94104-2878

16. **No Admissions.** Nothing in this Agreement shall be construed as an admission by Chemcentral 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 Chemcentral 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 Chemcentral under this Agreement.

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 conditions of this Agreement.

AGREED TO:

AS YOU SAW

Printed Name

Date

AGREED TO:

CHEMCENTRAL CORPORATION

William D. Mulliken

William D. Mulliken
Printed Name

Sept 6, 1996
Date

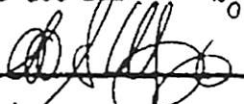
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violation of law. However, this Section shall not diminish or otherwise affect the obligation, responsibilities, and duties of Chemcentral under this Agreement.

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 conditions of this Agreement.

AGREED TO:

AS YOU SEE



LISA S. WIGGINS
Printed Name

August 19, 1996

Date

AGREED TO:

CHEMCENTRAL CORPORATION

Printed Name

Date

EXHIBIT A
[Product List]

PRODUCT NAME	PRODUCT CODE	HOW SOLD
#1000C-56 BLEND		
#1552	16477	D
#2 ROLLER WASH		
#5044 BLEND		
#780102		
075-25 BLEND		
1000C-56 BLEND	14334	B
1100 SOLVENT	14925	
111 L/T	16862	D
111-C	16850	B
1150 PS	15320	D
1193 BLEND	16067	D
120-9X	15960	B
1373 SOLVENT	14370	B
1396 BLEND	16928	D
1566 BLEND	14610	B
1566 BLEND	14690	B
15962	16180	B
1910-S BLANKET WASH	15294	D
2-111	16860	B
2-135-R	16855	B
200 SOLVENT BLEND		
202K	15096	B
205-T BLEND	15761	D
229-66	16424	D
243-181	16144	D
24504 BLEND	14700	
250 SOLVENT BLEND		
2525 BLEND	15205	B
2EP THIN	16863	D
31485	15714	D

PRODUCT NAME	PRODUCT CODE	HOW SOLD
3517B	14150	D
3520 BLEND	14613	B
3642	14585	D
3642-S	14581	D
3652	14585	
3671	14588	D
3671S BLEND	14190	D
416 SPRAY HARDENER	15007	D
41X	15130	D
4T BLEND	14153	D
4T-2	14756	D
50/50	15564	D
5027 BLEND	14615	D
5044 THINNER	15478	D
5049 CENTURY BLEND	15490	D
56 BLEND	14068	D
579 LPS	14740	
5808 SOLVENT	16520	D
65/35 BLEND	14673	D
66-200	16500	D
66-T-37	16104	D
666B THINNER	14340	B
666B THINNER	14342	D
685 FORMULA	16515	C
69 TOL/31 VMP	15995	B
6AR #8369	14678	D
6AR SS / NT&B	14676	D
780102	14778	D
780104	14798	D
780106	14799	D
780311	14788	D

PRODUCT NAME	PRODUCT CODE	HOW SOLD
785R	15199	B
787-R BLEND	14329	D
81-P BLEND	15223	D
820-11	14335	B
82138 BLEND	14700	B
8596 B LB WASH	14111	D
9 P LACQUER THIN	14013	B
A M 5499	15675	B
A-80 BLEND	15085	D
AB-486 BLEND	14030	B
ABC PRINTING INK REMOVER		
ACME LAB WASH	14010	D
ACME WASH SOLVENT	14012	D
ACR 5242	14415	B
ACRYLOID B-82 51% RESIN	66682	
ACRYLOID B-82 100% RESIN	65122	
ACRYLOID B-84 45% RESIN SOLUTION	63858	
ACRYLOID B-72 100% RESIN	65117	
ACRYLOID B-72 50% RESIN SOLUTION	66753	
ACRYLOID B-67 100% RESIN	66510	
ACRYLOID C-10 LV 40% RESIN SOLUTION	65127	
ACRYLOID B-99N 50% RESIN SOLUTION	75977	
ACRYLOID B-99N 100% RESIN	71948	
ACRYLOID B-99 50% RESIN SOLUTION	66949	
ACRYLOID AU-608S RESIN SOLUTION	68490	
ACRYLOID B-44S 40% RESIN	65038	
ACRYLOID B-48N 100% RESIN	64406	
ACRYLOID AU-608-RESIN	68490	
ACRYLOID A-21 LV RESIN SOLUTION	64282	
ACRYLOID B-66N 51% RESIN SOLUTION	66661	
ACRYLOID A-21 30% RESIN SOLUTION	64407	

PRODUCT NAME	PRODUCT CODE	HOW SOLD
ALLTEX #2 BLEND	14072	D
ALLTEX #4 BLEND	14083	D
AMERCOAT #10	14057	D
AMERCOAT #101E	14134	D
AMERCOAT #12E	14065	D,C
AMERCOAT #12	14132	B
AMERCOAT #101E	14137	D
AMERCOAT #65E	14059	D
ANDERSON LITHO	14092	D
ANDERSON LITHO	14115	D
ANGELES 4151	14079	D
ANGELUS #22-32	14077	D
ANILOX TYPE CLEANER	15112	D
ANJA 2208	14140	B
AP2CO	14154	D
AQUA MIX BOND STRIPPER	14085	B
ARDROX BLEND	14148	D
ARDROX BLEND	14149	C
ATS III	14104	D
AUTO ART #100	14066	
BAL MEK BLEND	14019	D
BANNA WATER	16124	D
BASF 60/40 BLEND		
BAUER SOLVENT T-0038 BLEND		
BAUER SOLVENT	14178	B
BC 1 BLEND	15290	B
BDC 0401/SCS037	15066	D
BECK 21	14633	D
BECK 22R	14632	D
BELL TYPE WASH	14091	D
BESCO GREASUP #1		

PRODUCT NAME	PRODUCT CODE	HOW SOLD
BKEND 1	16620	B
BLANKET KLEEN 401	15475	D
BLANKET WASH #1	16061	D
BLANKET WASH X518	15537	B
BLEND A-60	14105	B
BLEND A	15129	D
BLEND 9513	14133	D
BLEND AP52	14156	D
BLEND D-678	25970	B
BLEND 4871	14774	D
BLEND 6130	14722	D
BLEND 780-808	14619	C
BLEND 2525	15207	D
BLEND T/M	14271	D
BLEND X518	15534	D
BLEND SOLVENT	14177	B
BLEND H410	14718	D
BLEND FL - 1R	14635	B
BLEND FL - 1R	14636	D
BLEND DIP I	14510	D
BLEND 4871	14774	D
BLEND 9513		
BLEND 9845 TOTE	16801	T
BLEND 330		
BLEND #4871	14774	
BLEND 243-181		
BLEND 1193		
BLEND 173	16995	D
BLEND A-60		
BLEND 173		
BLEND #2	14575	C

PRODUCT NAME	PRODUCT CODE	HOW SOLD
BLEND #2	16973	B
BLEND AP52	14156	
BLEND #2	14598	D
BLEND #6	14304	D
BLEND T-25		
BLEND T/N		
BLEND FL-1R	14635	
BLEND #1	15150	D
BOX TOE NO. 89	14205	C
BOX TOE SOLVENT #89	14125	
CAL JUNE V-1285	14260	B
CAL JUNE V-1286	14259	B
CALJUNE MIX NUMBER 1	14267	B
CALJUNE #7	14258	D
CARDINAL 1200-08		
CARDINAL 1200	14229	B
CC LITHO 525 SLOW R		
CCLA 6660	16396	B
CELLO 450B BLEND	14135	D
CELLOLYN 21-80T		
CELLOLYN 21-80H RESIN		
CERT. COAT - STRIP SOLV.	15809	D
CHEM BLEND #2	14137	
CHEMCLENE EC	24499	B
CHEVRON 200		
CIRCLE PAINT C-1200	14349	D
CMC PLATE CLEANER	14207	D
CMR MASTER LIQUID		
CMR MASTER SEMI PASTE	14212	D
CMR MASTER	14211	D
CMR MASTER SEAL PASTE		

PRODUCT NAME	PRODUCT CODE	HOW SOLD
COLORGRAPHICS P-2	14384	D
CONT. CTG T66A	14347	D
CONT. CTGS 1000C-60	14332	D
CP #1 BLEND		
CRAIN SC 49	14354	D
CRAIN SC 49	14350	D,B
CRC SO 320 BLEND	14323	D
CRC SO 380 BLEND	14352	D
CT-47 BLN TRI VAL	14112	D
CYCLOSOLVE 28	14090	B
CYTEC 60140	14165	D
DEFT IS-213	14430	B
DEGLAZER #6	--	
DEL MAR BLEND #4	14504	D
DER 660-T80 EPOXY RESIN		
DER 671-T75 EPOXY RESIN		
DIE WASH SPECIAL	15740	B
DMT016	15069	B
DOLLO BLEND #1	14544	D
DOPE AND LACQUER THINNER	15200	D
DOPE SOLV 1200	14230	B
DOW CORNING 1-2530 RESIN		
DOW CORNING 840 RESIN		
DOW CORNING Q1-2529 RESIN		
DOW CORNING 290 PAINTABLE RELEASE AGENT		
DOW CORNING 11 ADDITIVE		
DOW CORNING 806A RESIN		
DOW CORNING 3 ADDITIVE		
DOW CORNING 1-2531 RELEASE COATING		
DOW CORNING 804 RESIN		

PRODUCT NAME	PRODUCT CODE	HOW SOLD
DS-2238	15757	C
DT 860	15292	C
DT 870	15281	C
DT 895	15482	C
DT 885	15287	C
DTL 16 WC	15304	C
DTL 10WC	15270	D
DTL 876WC	15260	C
DTR 602 WC	15300	C
DUNN EDWARDS	14570	B
DUPLICLEAN SUPER	14327	B
DUPLICLEAN REGULAR	14713	D, B
DUPONT 3642S	14581	D
DUPONT 3608	14430	D
DUPONT T-8148	14405	D
DUPONT LACQUER THINNER		
DUPONT T-12409	14403	D
DUPONT T-5315	14404	D
DUPONT 3642S	14183	
DX 590	15339	D
DX 590	14710	D
ECLE SOLV F	14600	B
EKCO DQC BLEND		
ELECTOLEEN	15094	D
EMPIRE SC BLEND	14639	D
EMPIRE TOLUSOL	14642	D
EMPIRE R-66	14638	D
EMPIRE WEST	14623	B
EMPIRE L/T #20	14640	D
EMPIRE SC BLEND 1515		
EMPIRE EWF2000	14623	D

PRODUCT NAME	PRODUCT CODE	HOW SOLD
EMPIRE PLATE	14641	D
EMPIRE ASHLOCK	14628	D
EMPIRE OIL SYNTHETIC	14646	D
EPIC BLEND #2	14622	B,D
EPON CURING AGENT C-112	3621	
EPON RESIN 1001-CT-75	3424	
EPON RESIN 1001-FT-75	3429	
EPON RESIN 1001-T-75	3440	
EPON RESIN 1007-CT-55	3475	
EPON RESIN 1007-KT-55	3478	
EPT-1	14654	D
ESSEX BLEND	14634	D
EXPERT VM&P	14647	B
EXPERT 8020 BLEND	14645	B
EXPERT PRODUCTS 15%	15566	B
F-863	15169	B
FC 1217	14280	B
FEBO CLEAN BLUE	14117	D
FEBO CLEAN RED	14116	D
FH-66		
FINELINE FL-1R	14636	D
FLAME MST EPT-1	14654	D
FLEXCOTE 31485	16556	D
FLEXO BLEND	16184	D
FLINT R-41 BLEND	14252	C
FLINT R-41 BLEND	14251	D
FLINT 4-41	14253	(ONE GAL. CANS)
FLINT 4-41	14250	B
FLORIDA SC NUMBER 2J	15741	D

PRODUCT NAME	PRODUCT CODE	HOW SOLD
FLUSH SOLVENT		
FOTO POLY	14369	D
FRAZEE	14652	D
FRAZEE PS5622		
G-130 BLEND		
GAR SS/NT&B SOLVENT		
GENERAL GRAPHICS	14724	D
GLAZE SOLVENT	14194	D
GOARY 60-T-37		
GRDSMN 579LPS-ECM	14740	B
GREASEUP #2 BLEND		
GS 2168	15752	C
GS 2177	15755	C
GS 2166	15722	B
GS 2150	15730	B
GS 2258	15745	C
GS 2238		
GS 2052	15708	B
GS 2128	15720	B
GS 2011	15717	
GS 2040	15701	C
GS 1995		
GS 2039	15707	C
GS 2053	15704	C
GS 2096	15737	C
GS 2100	15700	
GS 2041	15709	C
H-410 TYPE CLEANER	14332	
HASCO MT 50/50	14775	D
HATCHERSOL 35	14386	D
HATCHERSOL A-40V	14379	D

PRODUCT NAME	PRODUCT CODE	HOW SOLD
HB-461	14782	B
HB-461	14780	B
HEXENE BLEND		
HEXSOLV		
HI-TRI SOLVENT		
HQA #1 BLEND	14789	D
HQL THINNER	14950	
HUSKEY EMC	14818	D
HYPER LT BLEND	14824	D
IC #1186	14882	D
IC #8385	14881	D
IERC #111	14878	D
IERC SOLV #105	14868	D
IERL SOLV #104	14864	D
III TRICHTHORETHANE SM	24425	B
INTER-COAT RS	14877	
INTERCOASTAL 95-5 BLEND (CODE 0-115)	14464	
INTERNATIONAL COATINGS SOLVENT BLEND	14879	B
INTERPERIOD CTGS. SOLVENT BLEND		
IRVIN #1 BLEND	14888	C
IS-101	14500	B
IS-108B	14493	D
IS-108B	14495	D
IS-128-A	14480	B
IS-143	14488	B
IS-149-4	14496	B
IS-150	14490	B
IS-195-B	14487	B
IS-197	14460	B
IS-213	14430	B
IS-225	14468	B

PRODUCT NAME	PRODUCT CODE	HOW SOLD
IS-231	14502	B
IS-234	14469	B
IS-236	14499	D
IT SOLVENT #3		
J. N. ABBOTT AR25/90	14031	
J-15 BLEND	16288	D
JACKSON 35% BLEND	15025	B
JASCO #2 BLEND		
JB TYPE CLEANER #4	14894	B
JMP 101	14900	B
JT 100	14908	B
JT 200 BLEND	14785	B
JVSBT-67 BLEND		
KARSEAL RUBBER BLEND	14940	
KELLYMOORE KM67	14910	B
KRACO BLEND	14960	C,D
L/T482	14012	
L/T 1802		
L/T #1	15104	D
L/T NUMBER 1 MASCO	15104	D
L/T #1	15103	D
L/T 188	16488	B
L/T 28X	14655	D
L/T 200X	14755	B
L/T BLEND	14812	C
L/T 482	14012	B
L/T 189	16487	B
L/T 6224-GG	15624	D
L&J LT-36	14660	D
LAC WASH	15073	B
LACQUER DIL 25		

PRODUCT NAME	PRODUCT CODE	HOW SOLD
LACQUER WASH		
LAK TANE	15099	B
LAKTANE 0901 SOLVENT		
LAL THIN	15612	D
LAWRENCE RTD WASH	14984	D
LB HEXSOLV		
LIGHT SOLVENT		
LINCOLN #2	14582	
LINCOLN #3	14583	
LINCOLN #1		
LLF #1 R-3	14410	B
LOW VP L/T	15562	C
LOW VP LAC THIN 5	15040	C
LPL BLEND		
LT (MULTIUSE)	14950	D
LT #12	16495	B
LT T -3118	14890	B
LT 7001	16996	D
LT #12	15545	B
LT-180	16490	B
LT-7001		
LT12 SCOTCH PT	15545	B
LT3 BLEND	15082	B
LUBECO 2022K	15064	D
LUBECO 2022K	15058	D
M SOLV	15870	B
M-SOLV #1	14025	D
MAJOR PAINT	15083	D
MAR-LAC	15075	B
MARLAK	15068	B
MARTY'S QUICK BLEND	20223	

PRODUCT NAME	PRODUCT CODE	HOW SOLD
MASCO BLEND LT-1802		
MCBRIDE BLEND A-2	15080	B
MCMURRAY PRODUCT L	15167	D
MD #291 THINNER	14825	B
MD 9802	15070	B
MD-IX		
MEAD SOLVENT #1	15095	B
MEDIUM ACRYLIC ENAMEL REDUCER		
MERIT 66	15139	D
MERIT OIL #1	15117	D
METERING ROLLER CLEANER	15444	D
METHYLENE CHLORIDE URETHANE GRADE		
METHYLENE CHLORIDE		
METHYLENE CHLORIDE FCC/NF		
METHYLENE CHLORIDE, TECHNICAL		
METRO KLEEN	15090	D,C
METROPOLITAN CHEMBREAK KLEEN		
METROPOLITAN CHEM	14162	D
METROPOLITAN F600	15097	D
MICEL M-1 BLEND	15119	D
MITCHELL BLEND #2	16975	
MITCHELL BLEND #1	15109	B
MIX #1	14267	B
MORTEN 110L/T BLEND		
MORTEN 100 BLEND		
MORTON WASH	14191	D
MORTON WASH	15074	B
NACCO BLEND A		
NACCO BLEND	15131	D
NEU-TRI SOLVENT		
NEW BLEND		

PRODUCT NAME	PRODUCT CODE	HOW SOLD
NEW AMERICAN	15180	D
NORMAL PROPYLACETATE BLEND		
NORMAL PROPYL ALE	15088	B
NT&B SOLVENT	14677	D
NU-TEL	15182	D
NUMMI WIPING THINNER		
NV-83	14969	D
OC #10		
OCC SPECIAL 66		
OCC T-20	15186	D
P.P.G. DT 860	15337	C
P.P.G. DT 870	15338	C
P.P.G. TAT	15216	D
P.P.G. DT 895	15335	C
P.P.G. DT 885	15336	C
P-WASH	14385	D
P&G KC1268	15303	D
PAC CLAY 1380 BLEND	15304	D
PACIFIC CLAY CLEANER	15213	D
PACIFIC CLAY 1380	15304	D
PALON SOLVENT BLEND	15302	D
PARALOID DM-55 RESIN		
PARKS #1620	15221	B
PARKS #1720	15220	B
PARKS T-3000	15218	B
PARLON 10-G-26		
PARLON 103-6-26	15890	B
PERCHLORETHYLENE		
PERCHLOROETHYLENE SVG		
PERCHLOROETHYLENE INDUSTRIAL		
PETRO BLEND 201X	14601	D

PRODUCT NAME	PRODUCT CODE	HOW SOLD
PETROCHEM 201	15900	B
PF1 LT	15295	B
PHOTOMER 6008		
PHOTOMER 6173		
PPC 9513 CA-2	16513	D
PPG DT895	15335	C
PPG TAT BLEND	15216	
PREMIUM L/T	15825	B
PREMIUM LAL THIN	14750	B
PREMIUM L/T	15087	B
PREMIUM L/T 771		
PS-6027	14339	D
PT 1002	15372	D
PT 1002	15371	D
PT 1001	15360	B
PT 1002	15365	B
PT 1003	15369	D
PT-1003 TYPE 1		
PV-AC-2 BLEND	14059	D
QC LITHO 525 SLOW R	15536	D
QC LITHO 525 SLOW R	15533	B
R-41 TYPE CLEANER		
REDUCER 1000-02	14225	B
REDUCER 1000-01	14220	D, B
ROLLER CLEANER	14707	D
ROPAK BLEND C		
RS LOW	15110	D
RUBBER MAKER SOLVENT		
RUBBER REJUVENATOR	14338	D
RUBBER BLEND	14940	
RUBBER REVITALIZER/121 BLEND		

PRODUCT NAME	PRODUCT CODE	HOW SOLD
RYCOLINE WASH 100	15477	D
RYCOLINE 966HF B&R	15480	D
RYCOLINE 401A	15476	D
S 380	15769	B
S.B. CHLORINATED	16927	D, B
S-1692 R1	14124	D
S-1693	14125	D, B
S-F 504	14531	D
SAFETY KLEENE L/T	15563	C, D
SAFETY KLEENE LOW	15562	C
SC SOLVENT 26	21520	B
SC 49 & SC 249		
SC 28		
SC SOLVENT	15810	B
SC1515	14698	D
SCREEN GRAPHICS #1	15596	D
SEAMLESS	15573	D
SELIG EMC	15605	B
SELIG EMC - 13 SPECIAL	15600	B
SG #21984-1	15598	D
SHELL SOLV	14146.	D
SHERWIN WILLIAMS WASH SOLVENT		
SHERWIN WILLIAMS 84	15633	D
SIKA 95-5	14464	B
SILK SCREEN CLEAN		
SINCLAIR PAINT BLEND T-25	15650	
SINCLAIR T-8	15645	B
SK - 100 BLEND	14725	D
SOL BLEND 780-311	14615	D
SOLLIENT 575	15835	B
SOLVENT #5	15678	D

PRODUCT NAME	PRODUCT CODE	HOW SOLD
SOLVENT 26-8T		
SOLVENT #1-ALTAWOOD		
SOLVENT #1	14682	B
SOLVENT 120-9X		
SOLVENT 5130		
SOLVENT BLEND 642-66		
SOLVENT 66-T-37	16103	
SOLVENT S30		
SOLVENT S-380		
SOLVENT 575-LPL	15835	
SP 50/50	15734	D
SP 250E	15730	B
SP 250E	15733	D
SPECIAL BLEND		
SPECTRUM BLEND #1	14077	C
SPRAYLAT 205T	15761	D
SR-1-1	16485	B
SS0011	15067	B
STABOND 380 BLEND	15968	B
STEWART BLEND 3X		
STEWART BLEND 3R	15789	B
STEWART BLEND #3		
STEWART	15785	B
STEWART	15790	B
STOCK SOLVENT	15820	B
STRIP SR CRYSTAL	14692	D,C
STRIP TECH PIR	16112	D
STRIP TECH 65-5-30	15798	
STRIP TECH.	15798	B,C
STRIP TECH. SR CRYSTAL	14697	D,C
STRIP TECH. SR 65 MIST	14695	D,C

PRODUCT NAME	PRODUCT CODE	HOW SOLD
SUNLAND BLKT WA NUMBER 1	16061	D
SUPERWASH BLEND	14672	D
SW #3 WASH	15528	C
T.W.A. BLEND	14129	D
T-104 ACRYLIC THINNER	14607	D
T-104 R-1	15640	B
T-104-R2 BLEND		
T-111	16854	B
T-123 BLEND		
T-150 BLEND		
T-194 BLEND	14631	
T-26M	14898	B
T-3 BLEND	14782	B
T-4797 FLEXO BLEND	16184	D
T-7 BLEND	14781	B
T-7 BLEND W/IPA	14773	B
T-9 BLEND	14786	B
T-91	14646	B
T-91 BLEND	14608	
T-94	14631	D
T-96 BLEND	14626	D
T-S BLANKET WASH	15113	D
T66A CONT CTGS	14343	B
T66A THINNER	14347	D
T66A THINNER	14343	B
TANDO WASH 7467B	14110	C
THIN 66-39	15615	B
TOLU-SOL 6W NAPTHA	3017	
TOLU-SOL 11 SOLVENT	3632	
TOLUENE	17099	D
TOLUENE	17102	C

PRODUCT NAME	PRODUCT CODE	HOW SOLD
TOLUENE	17103	D
TOLUENE	17105	C
TOLUENE	17100	B
TOLUENE	17104	D
TOLUENE	17106	T
TRICHLORETHYLENE		
TRISOLVE #1	15147	D
TS-26	14905	B
TT-T-266	15187	D
TTN95 TYPE 2	15985	B
UNIFLEX 1034	16352	D
UNIFLEX D-5386		
UNIFLEX 5388	16353	D
UNIFLEX 5386	16354	D
UNIFLEX D-1054		
UNIVERSAL SOLVENT	16000	B
UPP BLEND	14311	D
VERSAMID 100IT60		
VISTA 2504	16395	B
VYNASOL 200	14147	
WASH LAC THINNER	15703	B
WASH SOLVENT	14816	B
WASH R 228 (7011B)	14095	B
WASH SOLVENT 6516	14075	D, B
WINFIELD EX BLEND		
WINNER IND. SLICK	16545	B
WIRTH BLEND #8		
X SOLV	16035	B
X-4288	14790	C
X-518	14112	D
X-SOLVENT	14954	

PRODUCT NAME	PRODUCT CODE	HOW SOLD
XYLENE	3391	
YP-101 BLEND	16810	
ZOLATONE Z-111	16860	

EXHIBIT B

[Chemcentral Letterhead]

IMPORTANT LEGAL NOTICE

Date:

Attention: Purchasers of Products Containing [list chemicals]
From Chemcentral Corporation

Subject: California Proposition 65 Warnings

This letter is to advise you that the Chemcentral Corporation ("Chemcentral") products listed in Attachment A to this letter expose users of those products to: (1) a chemical known to the State of California to cause birth defects or other reproductive harm; and/or (2) a chemical known to the State of California to cause cancer.

Pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), the purchasers and/or users of the products listed on Attachment A must be given clear and reasonable warning that a particular product contains a known carcinogen, a known reproductive toxin or both.

In an effort to provide the statutory warning to your employees and other users of the Products, please affix the enclosed warning label to the holding vessel in which you keep the Product. The following materials will enable you to provide warnings in compliance with the law:

- (1) a supply of labels; 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 products listed on Attachment A.

You should affix the enclosed warning label to each holding vessel used for each listed product. If you require additional warning labels, please contact me at the number listed below and additional labels will be provided. The label must be affixed so that it is conspicuous and likely to be read and understood by an ordinary individual under customary conditions of use.

To the extent that the Products are incorporated into products Manufactured by you, clear and reasonable Proposition 65 warnings are to be provided to purchasers and users of such products in California. More information about Proposition 65 warning requirements may be found in the statute itself (Health &

Safety Code § 25249.5 et seq.) and its implementing regulations (California Code of Regulations, Title 22, Section 12601).

The following warning statements are deemed to be clear and reasonable:

1. For Products containing a chemical known to the State of California to cause birth defects or other reproductive harm:

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

2. For Products containing a chemical known to the State of California to cause cancer:

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

3. For Products containing a combination of chemicals known to the State of California to cause cancer and chemicals known to the State of California 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."

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.

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 labels if requested.

Sincerely,

Title

EXHIBIT C

CUSTOMER ACKNOWLEDGMENT OF RECEIPT

* * * *

The undersigned certifies that this customer of CHEMCENTRAL has received (a) the Important Legal Notice letter regarding Proposition 65 warning requirements, (b) the list of CHEMCENTRAL products requiring a warning, (c) a supply of warning stickers, and (d) a revised MSDS for each Chemcentral product containing Proposition 65-listed chemicals and shipped to this CHEMCENTRAL customer.

The undersigned further certifies that this customer will comply with Proposition 65's warning requirements by affixing the warning stickers provided to them in the manner directed.

[Name and Title]

[Company]

[Address]

Please send me _____ additional stickers.

EXHIBIT D

[Chemcentral Letterhead]

IMPORTANT LEGAL NOTICE

Date:

Attention: Purchasers of Products Containing [list chemicals]
From Chemcentral Corporation

Subject: California Proposition 65 Warnings

Pursuant to your inquiry, this letter is to advise you that the Chemcentral Corporation ("Chemcentral") products listed in Attachment A to this letter expose users of those products to [list chemical], chemicals known to the State of California to cause birth defects or other reproductive harm or list chemical) a chemical known to the State of California to cause cancer. Pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), the purchasers and/or 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 you are not located in California, you are subject to the requirements of Proposition 65 for any products you sell in California that contain any product listed in Attachment "A". You thus must take certain actions to ensure that California purchasers of your products containing substances listed pursuant to Proposition 65 receive adequate warnings.

You will be in compliance with Proposition 65 for the products listed on Attachment A if you provide the following warning on the label and material Safety Data Sheet for each of your products that includes a Chemcentral product as a component:

1. For products containing a chemical or chemicals known to the State of California to cause birth defects or other reproductive harm:

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

2. For products containing a chemical or chemicals known to the State of California to cause cancer:

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

3. For products containing a combination of chemicals known to the State of California to cause cancer and chemicals known to the State of California 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 must 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 Material Safety Data Sheets accompanying the Chemcentral products listed in Attachment A describe which of the above warnings is appropriate for each Chemcentral product. Additionally, a list of chemicals regulated under Proposition 65 may be found in the California Code of Regulations, Title 22, Section 12000.

Failure to provide a Proposition 65 warning for products containing listed chemicals and sold in California 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.

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.

Sincerely,

Title