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FILED
San Francisco Superior Court

JAN 17 1997

ALAN ... Clerk
S... ..

BY: _____
Deputy Clerk

185-1515
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

12 AS YOU SOW, a non-profit)
13 corporation,)
14 Plaintiff,)
15 v.)
16 CHEMCENTRAL CORPORATION, and)
17 DOES 1 through 1000,)
18 Defendants.)

No. 983092

STIPULATION FOR ENTRY OF
JUDGMENT AND JUDGMENT ON
STIPULATION

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IT IS HEREBY STIPULATED, by and between plaintiff As
You Sow and defendant CHEMCENTRAL CORPORATION, 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: January 14, 1997 By: Andrew L. Packard
Andrew L. Packard, Esq.
Attorneys for Plaintiff
AS YOU SOW

Dated: January 10, 1997 By: Jeff Roy
Jeff Roy, Esq.
Attorneys for Defendant
CHEMCENTRAL CORPORATION

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

JAN 13 1997
Dated: January 13, 1997
Laurence D. Kay
Judge of the Superior Court
Laurence D. Kay
Presiding Judge

Exhibit A

SETTLEMENT AGREEMENT

On December 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 Proposition 65 listed chemicals in Exhibit A (the "Target Chemicals");

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 B;

Chemcentral certifies that Exhibit B lists each Chemcentral product sold or distributed in California since December 3, 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 2, 1996 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 December 10, 1996, AYS filed a complaint entitled As You Sow v. Chemcentral Corporation (No. 983092) 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 April 30, 1997 (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 AVS.

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 C. 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 acknowledgement of receipt is attached hereto as Exhibit D.

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 E.

4. **Restitution.** Chemcentral agrees to pay \$15,000 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 \$10,000 within 5 days of Chemcentral's receipt of notice of entry of judgment. 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 \$7585 for all of AYS's reasonable fees and costs incurred in this matter 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 shall pay AYS this amount 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 Releases"), from any and all actions, causes of action, claims and demands that AYS has asserted or could have asserted against any of the Chemcentral Releases 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 B 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 B 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 B 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 B 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:

Lisa Wiggins, Esq.
General Counsel
As You Sow
2018 Ninth Street, Apt. H
Berkeley, CA 94710

All correspondence to Chemcentral shall be mailed to:

Joseph J. Armao, 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.

JAN 10 1997 09:00PM AEM:6

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 SHOW

Printed Name

Date

AGREED TO:

CHEM CENTRAL CORPORATION

William D. Mulliken

William D. Mulliken

Printed Name

01/10/97

Date

88'8 7101

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



LISA S. WIGGINS
Printed Name

JANUARY 9, 1996
Date

AGREED TO:

CHEM CENTRAL CORPORATION

Printed Name

Date

Exhibit A

EXHIBIT A

[Chemical List]

CARCINOGENS

1,3 butadiene
1,4 dioxane
acetaldehyde
acrylamide
acrylonitrile
arsenic
benzene
benzyl chloride
carbon tetrachloride
di(2-ethylhexyl)phthalate (DOP)
epichlorohydrin
ethyl acrylate
formaldehyde
hydrazine
p-dichlorobenzene
propylene oxide
red dye no. 19

REPRODUCTIVE TOXINS

ethylene glycol monoethyl ether
ethylene glycol monomethyl ether
ethylene glycol monoethyl ether acetate
ethylene glycol monomethyl ether acetate

CARCINOGEN AND REPRODUCTIVE TOXIN

ethylene oxide

Exhibit B

EXHIBIT B

PRODUCT	HOW SOLD	LABEL
140 NAPHTHA	C, D	RT/CC
142 SOLVENT	C, D	RT/CC
1520 NAPHTHA	C, D	RT/CC
2024 NAPHTHA	C, D	RT/CC
2125 NAPHTHA	C, D	RT/CC
2429 NAPHTHA	C, D	RT/CC
3135 NAPHTHA	C, D	RT/CC
3139 NAPHTHA	C, D	RT/CC
340 HT	C, D	RT/CC
ACETONE	C, D	CC
ACRYLOID 99N, 100%	C, D	CC
ACRYLOID A-11, 100%	C, D	CC
ACRYLOID A-112, 100%	C, D	CC
ACRYLOID A-21 LV	C, D	CC
ACRYLOID A-21, 100%	C, D	CC
ACRYLOID A-21, 30%	C, D	CC
ACRYLOID AT-147	C, D	CC
ACRYLOID AT-400	C, D	CC
ACRYLOID AT-410	C, D	CC
ACRYLOID AT-51	C, D	CC
ACRYLOID AT-70 IBA	C, D	CC
ACRYLOID AT-746	C, D	CC
ACRYLOID AT-81	C, D	CC
ACRYLOID AT-85	C, D	CC
ACRYLOID AU-608S	C, D	CC
ACRYLOID B-44, 100%	C, D	CC
ACRYLOID B-44S, 40%	C, D	CC
ACRYLOID B-48N, 100%	C, D	CC
ACRYLOID B-48S, 45%	C, D	CC

PRODUCT	HOW SOLD	LABEL
ACRYLOID B-50S, 100%	C, D	CC
ACRYLOID B-60, 100%	C, D	CC
ACRYLOID B-66, 40%	C, D	CC
ACRYLOID B-66, 51%	C, D	CC
ACRYLOID B-67, 100%	C, D	CC
ACRYLOID B-72, 100%	C, D	CC
ACRYLOID B-72, 50%	C, D	CC
ACRYLOID B-82, 100%	C, D	CC
ACRYLOID B-82, 51%	C, D	CC
ACRYLOID B-84, 45%	C, D	CC
ACRYLOID B-99, 50%	C, D	CC
ACRYLOID C-10LV, 40%	C, D	CC
ACRYLOID CS-1	C, D	CC
ACRYLOID DM-55, 100%	C, D	CC
ACRY SOL ASE-60	C, D	CC
ACRY SOL ASE-75	C, D	CC
ACRY SOL I-2074	C, D	CC
ACRY SOL I-2183	C, D	CC
ACRY SOL I-2183N	C, D	CC
ACRY SOL I-62 THICKEN. AGENT	C, D	CC
ACRY SOL I-94	C, D	CC
ACRY SOL RM-5	C, D	CC
ACRY SOL TT-615	C, D	CC
ACRY SOL TT-615 THICKENER	C, D	CC
ACRY SOL TT-935	C, D	CC
ACRY SOL WS-68	C, D	CC
ACUAPLUS 100S	C, D	CC
ACUSOL 644 EMULSION	C, D	CC
ACUSOL 810, ACUSOL 810A	C, D	CC
ACUSOL 810 POLYMER	C, D	CC

PRODUCT	HOW SOLD	LABEL
ACUSOL, WS-58 THICKEN. AGENT	C, D	CC
AEROTHENE MM	C, D	CC
ANHYDROL PM 4081	C, D	CC
ANHYDROL PM 4083	C, D	CC
ANHYDROL PM 4082	C, D	CC
ANHYDROL PM 4085	C, D	CC
ANHYDROL PM 6119	C, D	CC
ARCOL 3-785 & E-786 POLYOL	C, D	RT/CC
ARCOL 31-28 POLYOL	C, D	CC
ARCOL 32-10, ARCOL 34-45	C, D	CC
ARCOL 34-28 POLYOL	C, D	CC
ARCOL LHT-28 POLYOL	C, D	CC
AROMATIC 100	C, D	CC/RT
AROMATIC 150	C, D	CC/RT
AROMATIC 200	C, D	CC/RT
CARBOWAX PEG 400	C, D	RT/CC
CARBOWAX PEG 540	C, D	RT/CC
CARBOWAX PEG	C, D	RT/CC
CHLORORUB	C, D	CC
CHLOROTHENE SM	C, D	CC
CLEAR FINISH LS-3386	C, D	CC
D.E.R. 331	C, D	CC
D.E.R. 671-T75	C, D	RT/CC
DC 1-2530 RESIN	C, D	RT
DC 1-2531 RELEASE	C, D	CC
DC 11 ADDITIVE	C, D	RT
DC 290 PAINTABLE REL.	C, D	RT
DC 31 ADDITIVE	C, D	RT
DIETHYLENE GLYCOL	C, D	CC
DIOCTYL PHTDALATE (DOP)	C, D	CC

PRODUCT	HOW SOLD	LABEL
ELVANOL (ALL GRADES)	C, D	RT/CC
EMULSION E-1630, E-1691, E	C, D	CC
EMULSION E-1698, EXP.	C, D	CC
EMULSION E-2031	C, D	CC
EMULSION E-2321, EXP.	C, D	CC
EMULSION E-3208	C, D	CC
EXXSOL D-60 (142 SOL)	C, D	RT/CC
EXXPRT 283D	C, D	RT/CC
EXXSOL D-40 (MIN SP)	C, D	RT/CC
EXXSOL D-80	C, D	CC
EXXSOL D115/145 NAPHTA	C, D	RT/CC
EXXSOLD-40 (MIN SP)	C, D	RT/CC
EXXSOLD-80	C, D	CC
HEPTANE	C, D	RT/CC
HEXANE	C, D	RT/CC
ICONOL TDA-6	C, D	RT/CC
INK SOLV 6264	C, D	CC
INOCOL OP-40 70‡	C, D	RT/CC
ISOPAR SOLVENTS	C, D	CC
ISOPROPYL ALCOHOL	C, D	CC
KEROSENE	C, D	RT/CC
MAINCOTE PR-71	C, D	CC
MAINCOTE PR-71 EMULSION	C, D	CC
METHYL ISOBUTYL KETONE	C, D	CC
METHYLENE CHLORIDE	C, D, B	CC
MINERAL SPIRITS 150	C, D	RT/CC
MINERAL SPIRITS	C, D	RT/CC
NEOPRENE LATEXES	C, D	CC
NORPAR SOLVENTS	C, D	CC
ODORLESS MIN SPIRITS	C, D	RT/CC

PRODUCT	HOW SOLD	LABEL
ORTHO-DICHLORO BENZENE	C, D	CC
PERCHLOROETHYLENE	C, D, B	CC
PLURONIC F-68	C, D	RT/CC
PLURONIC L-64	C, D	RT/CC
POLYCO 2149 A, 2149 AD EMU	C, D	CC
POLYCO 3103 EMULSION	C, D	CC
POLYCO 6107 EMULSION	C, D	CC
POLYCO 6108 EMULSION	C, D	CC
POLYGLYCOL E-1000	C, D	RT/CC
POLYGLYCOL E-300	C, D	RT/CC
POLYGLYCOL E-400	C, D	RT/CC
POLYGLYCOL E-200	C, D	RT/CC
POLYGLYCOLS	C, D	RT/CC
PRIMAL 3215 EMUL	C, D	CC
PRIMAL B-52	C, D	CC
PRIMAL LA BLACK P AQUEOUS	C, D	CC
PRIMAL LA WHITE COLORANT	C, D	CC
PRIMAL LEVELERE MA-65	C, D	CC
PRIMAL LT-76 EMUL	C, D	CC
REBOUND 9612 EMULSION	C, D	CC
RES 3077	C, D	CC
RES 3083	C, D	CC
RES 3084	C, D	CC
RES 661	C, D	CC
RHODAMINE B	C, D	CC
RHOPLEX 1018 EMULSION	C, D	CC
RHOPLEX 1019 EMULSION	C, D	CC
RHOPLEX 1031 M	C, D	CC
RHOPLEX 2438 EMULSION	C, D	CC
RHOPLEX 6922 EMULSION	C, D	CC

PRODUCT	HOW SOLD	LABEL
RHOPLEX AC-1822 EMULSION	C, D	CC
RHOPLEX AC-2274 EMULSION	C, D	CC
RHOPLEX AC-261 EMULSION	C, D	CC
RHOPLEX AC-417M EMULSION	C, D	CC
RHOPLEX AC-604 EMULSION	C, D	CC
RHOPLEX AC-73T EMULSION	C, D	CC
RHOPLEX E-32 EMULSION	C, D	CC
RHOPLEX HA-8 EMULSION	C, D	CC
RHOPLEX HA-12 EMULSION	C, D	CC
RHOPLEX HA-16	C, D	CC
RHOPLEX HA-24 EMULSION	C, D	CC
RHOPLEX LC-40	C, D	CC
RHOPLEX LC-67 EMLUSION	C, D	CC
RHOPLEX TR-407 EMULSION	C, D	CC
RHOPLEX TR-520 EMULSION		
RHOPLEX TR-934 HS EMULSION	C, D	CC
RHOPLEX WL-91 EMULSION	C, D	CC
ROBOND 9612 EMULSION	C, D	CC
ROVACE 2307 EMULSION	C, D	CC
ROVACE 3006 EMULSION	C, D	CC
ROVACE 6215 EMULSION	C, D	CC
ROVACE 661 EMULSION	C, D	CC
ROVACE HP-2391 EMULSION	C, D	CC
ROVACE S55E EMULSION	C, D	CC
SUPERCHLON	C, D	CC
SYNASOL 190, PM-3224	C, D	CC
SYNASOL 190	C, D	CC
SYNASOL PM-41, PM-100	C, D	CC
TAMOL 731, 25%, 731A	C, D	CC
TAMOL 850	C, D	CC

PRODUCT	HOW SOLD	LABEL
TAMOL SN	C, D	CC
TERGITOL 15-S-3	C, D	RT/CC
TERGITOL 15-S-5 & 15-S-7	C, D	RT/CC
TERGITOL 15-S-9	C, D	RT/CC
TERGITOL MINN-FOAM IX	C, D	RT/CC
TERGITOL NP-12	C, D	RT/CC
TERGITOL NP-13	C, D	RT/CC
TERGITOL NP-15	C, D	RT/CC
TERGITOL, NP-4, NP-15	C, D	RT/CC
TERGITOL NP-40 70%	C, D	RT/CC
TERGITOL, NP-6, NP-10	C, D	RT/CC
TERGITOL NP-9	C, D	RT/CC
TERGITOL TMN-6 90% AQ	C, D	RT/CC
TERGITOL XH SURFACTANT	C, D	RT/CC
TOLUENE	C, D, B	RT/CC
TOLUSOL 11	C, D	RT/CC
TOLUSOL WHT (LAC DIL)	C, D	RT/CC
TOLUSOL WHT	C, D	RT/CC
TRICHLOROETHYLENE	C, D, B	CC
TRIETHYLENE GLYCOL	C, D	CC
TRITON CA	C, D	RT/CC
TRITON CF-10	C, D	RT/CC
TRITON CF-21	C, D	RT/CC
TRITON CF-32	C, D	RT/CC
TRITON CF-54	C, D	RT/CC
TRITON CF-87	C, D	RT/CC
TRITON DF-12	C, D	RT/CC
TRITON DF-16	C, D	RT/CC
TRITON DF-18	C, D	RT
TRITON DF-20	C, D	RT/CC

PRODUCT	HOW SOLD	LABEL
TRITON H-55	C, D	RT/CC
TRITON H-66	C, D	RT/CC
TRITON N-101	C, D	RT/CC
TRITON N-111	C, D	RT/CC
TRITON N-42	C, D	RT/CC
TRITON N-57	C, D	RT/CC
TRITON QS-15	C, D	RT/CC
TRITON QS-44	C, D	RT/CC
TRITON RW-50 & RW-150	C, D	RT/CC
TRITON X-100	C, D	RT/CC
TRITON X-102	C, D	RT/CC
TRITON X-114	C, D	RT/CC
TRITON X-120	C, D	RT/CC
TRITON X-165	C, D	RT/CC
TRITON X-207	C, D	RT/CC
TRITON X-363M	C, D	RT/CC
TRITON X-405	C, D	RT/CC
TRITON X-45	C, D	RT/CC
TRITON X-L-80N	C, D	RT/CC
UCARTHERM HEAT TRANSFER FL	C, D	RT/CC
VERSAMID 115-X70	C, D	CC
VERSANOL 120	C, D	CC
VERSENE 100	C, D	CC
VM&P NAPHTHA	C, D	RT/CC
XYLENE	C, D	RT/CC

Exhibit C

EXHIBIT C

[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 D

EXHIBIT D

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 E

EXHIBIT E

{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