

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between Michael DiPirro ("DiPirro"), a California citizen, and Dixieline Lumber Company ("Dixieline"), a California corporation, as of May 5, 2000 (the "Effective Date"). DiPirro and Dixieline (collectively the "Parties") agree to the following terms and conditions:

### WHEREAS:

A. DiPirro is an individual residing in San Francisco, California who seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer and industrial products;

B. Dixieline is a company that sells lead wool and enamel products in the State of California that allegedly contain chemicals listed pursuant to California Health & Safety Code §25249.5 et seq. (hereinafter "Proposition 65"), including lead (and lead compounds), benzene and toluene (the "Listed Chemicals");

C. The products that contain one or more of the Listed Chemicals and which are covered by this Agreement are set forth in Exhibit A and identified as the "Midget Products" and the "Lead Products" (collectively referred to herein as the "Products"). The Products have been sold by Dixieline in California at various times since August 4, 1995; and

D. On August 4, 1999, DiPirro first served Dixieline and other public enforcement agencies with a document entitled "60-Day Notice of Violation" which provided Dixieline and such public enforcers with notice that Dixieline was allegedly in violation of Health & Safety Code §25249.6 for failing to warn purchasers that the Products sold in California allegedly expose users to Proposition 65-listed chemicals; and

E. On November 16, 1999, DiPirro filed a complaint entitled Michael DiPirro v. Dixieline Lumber Company in the San Diego County Superior Court (Case No. GIC 738851), naming Dixieline 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 have been exposed to Listed Chemicals allegedly contained in the Products (hereinafter the "Dixieline Action").

F. Nothing in this Agreement shall be construed as an admission by Dixieline 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 Dixieline of any fact, finding, conclusion, issue of law, or violation of law. However, this paragraph shall not diminish or otherwise affect the obligations, responsibilities, and duties of Dixieline under this Agreement.

**NOW THEREFORE, DIPIRRO AND DIXIELINE AGREE AS FOLLOWS:**

**1. Product Warnings.** Dixieline agrees that within thirty (30) calendar days after the Effective Date of this Agreement, it shall not sell (or cause to be sold on its behalf) any Products in the State of California unless each such Product is sold in accordance with the following requirements:

**a. Midget Product Warning Statement**

The Midget Products shall either bear one of the following three warning statements:

**"WARNING: This product contains toluene and benzene, chemicals known to the State of California to cause cancer and birth defects or other reproductive harm";**

or

**"WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm";**

or

Whatever warning statement (if any) that derives from the settlement or other resolution of that certain litigation involving the manufacturer of the Midget Products, styled as DiPirro v. ICI Americas, Inc. (San Francisco County Superior Court Case No. 309730) (hereinafter the "Midget Manufacturer Action").

**b. Midget Product Warning Method**

The warning statement (if any) for the Midget Products shall either be affixed to individual Midget Products or shall appear on a placard placed within reasonable proximity to the Midget Products as they are offered for retail sale so that the purchaser can reasonably relate the warning to the Midget Products. The warning statement (if any) shall be displayed with such conspicuousness, as compared with other words, statements, or designs, or devices in the label, labeling or display as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use. The Midget Product warning statement

may but need not be, communicated by the placement of adhesive stickers onto the current Midget Product packaging.

**c. Lead Product Warning Statement**

The Lead Products shall either bear one of the following two warning statements:

**"WARNING: This product contains lead, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm";**

or

**"WARNING: This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm".**

**d. Lead Product Warning Method**

The warning statement for the Lead Products shall either be affixed to the Lead Products or shall appear on a placard placed within reasonable proximity to the Lead Products as they are offered for retail sale so that the purchaser can reasonably relate the warning to the Lead Products. Either such method of warning shall be displayed with such conspicuousness, as compared with other words, statements, or designs, or devices in the label, labeling or display as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use. The Lead Product warning statement may, but need not be, communicated by the placement of adhesive stickers onto the current Lead Product packaging.

**2. Payment Pursuant To Health & Safety Code 25249.7(b).** Pursuant to Health & Safety Code §25249.7(b), Dixieline shall pay a civil penalty of Eight Thousand Dollars (\$8,000.00) in two installments. The first payment of Two Thousand Dollars (\$2,000.00) shall be paid within thirty (30) calendar days after the Effective Date of this Agreement. The second payment of Six Thousand Dollars (\$6,000.00) shall be made on or before June 1, 2001. However, the second payment shall be waived if Dixieline ceases to offer the Lead Products for sale in California by May 1, 2001. In order to obtain the waiver, written certification of Dixieline's cessation of the sale of the Lead Products must be provided by Dixieline to DiPirro by May 1, 2001. The penalty payments are to be made payable to "Chanler Law Group In Trust For Michael DiPirro". Penalty monies collected from Dixieline shall be apportioned by DiPirro

in accordance with Health Safety Code §25192, with Seventy-Five Percent (75%) of these funds remitted to the State of California's Department of Toxic Substances Control.

**3. Reimbursement Of Fees And Costs.** The parties acknowledge that DiPirro offered to resolve the dispute without reaching terms on the amount of fees and costs to be reimbursed, thereby leaving this open issue to be resolved after the material terms of this Agreement had been reached, and the matter settled. Dixieline then expressed a desire to resolve the fee and cost issue concurrently with other settlement terms, so the parties tried to reach an accord on the compensation due to DiPirro and his counsel under the private attorney general doctrine codified at C.C.P. §1021.5. Having resolved these material terms, DiPirro and Dixieline agreed that Dixieline will pay DiPirro and his counsel a total of Eleven Thousand Dollars (\$11,000.00) in two separate installments. The first installment of Five Thousand Five Hundred Dollars (\$5,500.00) will be paid within thirty (30) calendar days after the Effective Date of this Agreement. The second installment of Five Thousand Five Hundred Dollars (\$5,500.00) will be paid within ninety (90) calendar days after the Effective Date of this Agreement. These two installments shall be made payable to the "Chanler Law Group."

**4. DiPirro's Release Of Dixieline.** DiPirro, by this Agreement, on behalf of himself, his agents, representatives, partners, descendants, dependents, heirs, executors, administrators, predecessors, successors, assigns, attorneys, and the citizens of the State of California, waives all rights to institute or participate in, directly or indirectly, any form of legal action, whether under Proposition 65 or any provision of the Business & Profession Code, based on Dixieline's alleged failure to warn about exposure to any Proposition 65 listed chemical, including but not limited to, lead (and lead compounds), benzene and toluene contained in any of the categories or types of the Products (the "Claims"), and hereby fully and completely releases Dixieline, its distributors, retailers, customers, directors, officers, employees, affiliates, successors and assigns, from any and all causes of action in law and equity, claims, suits, contracts, debts, obligations, contributions, liens, indemnities, obligations, promises, demands, damages, losses, attorneys' fees, other fees, costs, expenses, loss of service, compensation, injuries or liabilities of any nature, type or description, whether known or unknown, suspected or unsuspected, patent or latent, fixed or contingent, without limitation, which directly or indirectly arise from or relate to, in whole or in part: (1) any act, omission, event, transaction or matter which is alleged in the Dixieline Action, or any of the Claims that could have been alleged in the Dixieline Action; (2) any act, omission, event, transaction or matter related to the Claims which occurred on or before the date of DiPirro's execution of this Agreement, whether or not alleged in the Dixieline Action; or (3) any claim for attorney's fees, court costs or other litigation costs incurred in connection with the Dixieline Action, or the matters released herein, except as provided otherwise in Section 3 of this Agreement ("Reimbursement of Fees and Costs").

The preceding waiver and release by DiPirro in this Agreement does not include a waiver or release of any of DiPirro's claims asserted against the named defendants in the Midget Manufacturer Action.

**5. Dixieline's Release Of Michael DiPirro.** Dixieline by this Agreement, waives all rights to institute any form of legal action against Michael DiPirro and his attorneys or representatives, for all actions or statements made by Michael DiPirro, and his attorneys or representatives, in the course of seeking enforcement of Proposition 65 or Business & Profession Code §17200 against Dixieline in the Dixieline Action.

**6. Mutual Waiver of California Civil Code Section 1542.** It is the intention of DiPirro and Dixieline that this Agreement shall be effective as a full and final accord, satisfaction and release as to the matters released herein. In furtherance of this intention, as to the matters addressed and released herein, and not including claims and rights held by the citizens of California that are not alleged in the Dixieline Action, DiPirro, on behalf of himself, his agents, representatives, successors and assigns, and *not* in DiPirro's representative capacity on behalf of the citizens of the State of California and Dixieline, hereby expressly waives all provisions and benefits of California Civil Code Section 1542, which states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Parties understand and acknowledge the significance and consequence of such specific waiver of the Civil Code Section 1542. The Parties hereby agree that this waiver shall apply to any and all claims for injury, damage, loss, liability, attorneys' fees, court or litigation costs that may arise from or relate to the Dixieline Action and the matters released herein (as applicable to each), whether such claims are currently known or unknown, foreseen or unforeseen. The Parties hereby agree that this waiver shall apply to any and all claims for injury, damage, loss, liability, attorneys' fees, court or litigation costs that may arise from or relate to the Dixieline Action and the matters released herein, whether such claims are currently known or unknown, foreseen or unforeseen. The Parties understand and acknowledge that they may hereafter discover facts different from or in addition to those which they now know or believe to be true with respect to the matters released herein. They nevertheless agree that the releases provided in this Agreement shall be and remain complete as to the matters released herein (as applicable to each), notwithstanding any different or additional facts. However, this paragraph shall *not* apply to DiPirro acting in his representative capacity.

**7. Covenant Not To Sue.** Except as necessary to enforce this Agreement, DiPirro hereby covenants and agrees not to make, institute, prosecute or in any manner voluntarily aid the institution or prosecution of, any claim, demand, lawsuit, action, cause of action or other proceeding, state or federal, against Dixieline, with respect to any matter, event, cause or thing which arises out of, is related to, or is based in whole or in part upon, the Dixieline Action or any

of the Claims or matters released herein. Except as necessary to enforce this Agreement, Dixieline hereby covenants and agrees not to make, institute, prosecute or in any manner voluntarily aid the institution or prosecution of, any claim, demand, lawsuit, action, cause of action or other proceeding, state or federal, against DiPirro with respect to any matter, event, cause or thing which arises out of, is related to, or is based in whole or in part upon, the Dixieline Action or any of the matters released herein.

**8. Representations and Warranties By DiPirro.** DiPirro represents and warrants that: (a) he has no present intention to assert, file or prosecute any cause of action, demand or other claim on behalf of himself or any other person or entity against Dixieline; (b) he is not presently aware of any other person or entity that has filed, or is contemplating the filing of, any action or claim against Dixieline; and (c) he has not disclosed to any third party (other than consultants or experts specifically retained in connection with the Dixieline Action) any of the information provided by Dixieline pursuant to Section 12 herein ("Dixieline Sales Data for Lead Products"). In the event of a material breach of any of these representations, Dixieline shall have the right to rescind this Agreement and pursue all remedies available under law.

**9. No Assignment of Any Released Matter.** DiPirro, represents and warrants that he has not heretofore assigned or transferred to, or purported to assign or transfer to, any person or entity, any matter released herein, or any part or portion thereof. DiPirro will indemnify and hold Dixieline harmless from and against any and all damages, costs or expenses (including without limitation, outside counsel fees, expert fees, house counsel costs, costs of suit) that arise from, relate to, or are incurred in connection with, any such assignment, transfer or purported transfer or assignment.

**10. Stipulated Judgment.** Concurrently with the execution of this Agreement, Michael DiPirro and Dixieline shall execute and file a stipulated judgment, in a form mutually acceptable to each of them, to be approved pursuant to C.C.P. §664.6 by the San Diego County Superior Court in accordance with the terms of this Agreement. If, for any reason, the stipulated judgment is not approved by the Court, this Agreement shall be deemed null and void.

**11. Effect of Judgment.** The Parties acknowledge and agree that the judgment entered in the Dixieline Action constitutes a bar to any past or future claim, cause of action or lawsuit (including without limitation, any subsequent action) for injunctive relief against Dixieline under Proposition 65, Business & Professions Code § 17200 et seq., or any other law, which arises from or is related to any act, omission, event, transaction or matter which is alleged in the Dixieline Action, or Claim that could have been alleged in the Dixieline Action, or any other matter released herein, to the extent permitted by law. Dixieline reserves all rights to assert that any penalty payments or attorneys' fee payments made by Dixieline shall constitute an offset against any past or future claim, cause of action or lawsuit (including without limitation, any subsequent action) for restitution, disgorgement or other relief against Dixieline under Proposition 65, Business & Professions Code § 17200 et seq., or any other law, which arises from or is related to any act, omission, event, transaction or matter which is alleged in the

Dixieline Action, or Claim that could have been alleged in the Dixieline Action, or any other matter released herein. In addition, nothing stated in this Agreement shall preclude Dixieline from asserting that the judgment in the Dixieline Action constitutes a full and final adjudication of all claims against Dixieline with respect to any claim for injunctive relief, restitution, disgorgement or other relief under Proposition 65, Business & Professions Code § 17200 *et seq.*, or any other law, which arises from or is related to any act, omission, event, transaction or matter which is alleged in the Dixieline Action, or Claim that could have been alleged in the Dixieline Action, or any other matter released herein.

**12. Dixieline Sales Data for Lead Products.** Dixieline understands that the sales data for the Lead Products provided to DiPirro's Counsel by Dixieline was a material factor upon which DiPirro has relied to determine the amount of payments made pursuant to Health & Safety Code §25249.7(b) in this Agreement. To the best of Dixieline's knowledge, the Lead Products sales data provided is true and accurate. DiPirro and DiPirro's Counsel agree that sales data for the Lead Products is confidential and cannot be disclosed to anyone without the written consent of Dixieline or pursuant to a final court order. In the event that any third party seeks discovery or disclosure of the Dixieline sales data for the Lead Products, DiPirro shall notify Dixieline's counsel within forty-eight (48) hours of any such request. Any unauthorized disclosure by DiPirro or DiPirro's Counsel of the confidential sales data for the Lead Products shall constitute a material breach of this Agreement. In the event that DiPirro discovers facts which demonstrate to a reasonable degree of certainty that the Lead Products sales data is materially inaccurate, the parties shall engage in a good faith attempt to resolve the matter within ten (10) days of Dixieline's receipt of notice from DiPirro of his intent to challenge the accuracy of the Lead Products sales data. If this good faith attempt fails to resolve DiPirro's reasonable concerns as to the accuracy of the Lead Products sales data, DiPirro shall have the right to rescind the Agreement and re-institute an enforcement action against Dixieline, provided that all sums paid by Dixieline pursuant to paragraphs 2 and 3 are returned to Dixieline within ten (10) days from the date on which DiPirro notifies Dixieline of his intent to rescind this Agreement. In such case, all applicable statutes of limitation shall be deemed tolled for the period between the date DiPirro filed the instant action and the date DiPirro notifies Dixieline that he is rescinding this Agreement pursuant to this Paragraph.

**13. Product Characterization.** Dixieline acknowledges that DiPirro alleges each of the Products listed in Exhibit A contains lead, benzene and/or toluene, substances known to the State of California to cause cancer and/or birth defects (or other reproductive harm). In the event that Dixieline obtains analytical, risk assessment or other data, including without limitation any findings, determinations, or other information arising from the Midget Manufacturer Action ("Exposure Data") that shows an exposure to any or all Products poses "no significant risk" or will have "no observable effect," as each such standard is applicable and as each is defined under Health & Safety Code 25249.10(c), Dixieline shall provide DiPirro with ninety (90) days prior written notice of its intent (if any) to limit or eliminate the warning provisions under this Agreement based on the Exposure Data and shall provide DiPirro with all such supporting Exposure Data in accordance with applicable law. Within ninety (90) days of receipt of

Dixieline Exposure Data, DiPirro shall provide Dixieline with written notice of his intent to challenge the Exposure Data (in the event that he chooses to make such a challenge). If DiPirro fails to provide Dixieline written notice of his intent to challenge the Exposure Data within ninety (90) days of receipt of Dixieline's notice and the Exposure Data, DiPirro shall waive all rights to challenge the Exposure Data, and Dixieline shall be entitled to limit or eliminate the warning provisions required under this Agreement with respect to those Product(s) to which the Exposure Data applies. If DiPirro timely notifies Dixieline of his intent to challenge the Exposure Data, DiPirro and Dixieline shall negotiate in good faith for a period not to exceed thirty (30) days following receipt of Dixieline notice to attempt to reach a settlement of this issue. If a settlement is not reached, DiPirro and Dixieline agree to submit such challenge to the superior court for determination, pursuant to the court's continuing jurisdiction of this matter under C.C.P. §664.6 and this Agreement. The prevailing party shall be entitled to reasonable attorneys' fees and costs associated with bringing a motion brought under this paragraph to the court for determination.

**14. 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.

**15. Attorney's 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.

**16. Governing Law.** The terms of this Agreement shall be governed by the laws of the State of California.

**17. Notices.** All correspondence to Michael DiPirro shall be mailed to:

Hudson Bair, Esq.  
Kapsack & Bair, LLP  
1440 Broadway, Suite 610  
Oakland, CA 94612  
(510) 645-0027

or

Clifford A. Chanler, Esq.  
Chanler Law Group  
Magnolia Lane (off Huckleberry Hill)  
New Canaan, CT 06840-3801  
(203) 966-9911



All correspondence to Dixieline shall be mailed to:

Christopher J. Healey  
Luce, Forward, Hamilton & Scripps, LLP  
600 West Broadway, Suite 2600  
San Diego, CA 92101  
(619) 236-1414

**18. Compliance With Reporting Requirements.** The parties agree to comply with the reporting form requirements referenced in Health & Safety Code §25249.7(f). As of the Effective Date, the California Attorney General's reporting forms are not available. Dixieline represents, however, that its counsel will send a copy of this Agreement to the California Attorney General's Office prior to or concurrently with the presentation of the Stipulated Judgement to the San Diego County Superior Court.

**19. Counterparts and Facsimile.** This Agreement may be executed in counterparts and facsimile, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

**20. Consultation With Counsel.** DiPirro and Dixieline and their counsel hereby declare that each of them has read this Agreement in its entirety prior to executing it, and that each of them has executed this Agreement voluntarily, without duress or coercion, with the capacity and authority to contract and with knowledge of the terms, significance and legal effect of this Agreement. DiPirro and Dixieline have reviewed this Agreement with legal counsel of their own choosing, and entered into this Agreement based on the advice of such counsel as to this Agreement and their rights and liabilities.

**21. 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.

**IN WITNESS WHEREOF,** the Parties and their counsel hereto have executed this Agreement as of the last date set forth below.

**EACH PERSON SIGNING BELOW ACKNOWLEDGES THAT THEY HAVE CONSULTED WITH THEIR ATTORNEYS PRIOR TO SIGNING THIS AGREEMENT, THAT THEY ARE SIGNING THIS AGREEMENT VOLUNTARILY OF THEIR OWN FREE WILL, THEY HAVE AUTHORITY TO BIND THE CORPORATION OR LAW FIRM ON WHOSE BEHALF THEY ARE EXECUTING THIS AGREEMENT, AND THAT THEY FULLY UNDERSTAND AND AGREE TO ALL TERMS OF THIS AGREEMENT.**

**Plaintiff:**

Dated: 5/12/00, 2000

MICHAEL DIPIRRO

Michael DiPirro

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_, 2000

CHANLER LAW GROUP

By: \_\_\_\_\_

Clifford A. Chanler, Esq.

Attorneys for Plaintiff MICHAEL DIPIRRO

Dated: \_\_\_\_\_, 2000

KAPSACK & BAIR LLP

By: \_\_\_\_\_

Hudson Bair, Esq.

Attorneys for Plaintiff MICHAEL DIPIRRO

**Defendant:**

Dated: \_\_\_\_\_, 2000

DIXIELINE LUMBER COMPANY, a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_, 2000

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

By: \_\_\_\_\_

Christopher J. Healey, Esq.

Attorneys for Defendant DIXIELINE LUMBER COMPANY

**Plaintiff:**

Dated: 5/12/00, 2000

MICHAEL DIPIRRO

Michael DiPirro

**APPROVED AS TO FORM:**

Dated: 5/15/, 2000

CHANLER LAW GROUP

By: Cliff Chanler  
Clifford A. Chanler, Esq.  
Attorneys for Plaintiff MICHAEL DIPIRRO

Dated: \_\_\_\_\_, 2000

KAPSACK & BAIR LLP

By: \_\_\_\_\_  
Hudson Bair, Esq.  
Attorneys for Plaintiff MICHAEL DIPIRRO

**Defendant:**

Dated: \_\_\_\_\_, 2000

DIXIELINE LUMBER COMPANY, a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_, 2000

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

By: \_\_\_\_\_  
Christopher J. Healey, Esq.  
Attorneys for Defendant DIXIELINE LUMBER COMPANY

Plaintiff:

Dated: 5/12/00, 2000

MICHAEL DIPIRRO

Michael Dipirro

APPROVED AS TO FORM:

Dated: 5/15/, 2000

CHANLER LAW GROUP

By: Cliff Chanler

Clifford A. Chanler, Esq.

Attorneys for Plaintiff MICHAEL DIPIRRO

Dated: 5/16, 2000

KAPSACK & BAIR LLP

By: Hudson Bair

Hudson Bair, Esq.

Attorneys for Plaintiff MICHAEL DIPIRRO

Defendant:

Dated: \_\_\_\_\_, 2000

DIXIELINE LUMBER COMPANY, a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

Dated: \_\_\_\_\_, 2000

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

By: \_\_\_\_\_

Christopher J. Healey, Esq.

Attorneys for Defendant DIXIELINE

LUMBER COMPANY

**Plaintiff:**

Dated: \_\_\_\_\_, 2000

MICHAEL DIPIRRO

\_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_, 2000

CHANLER LAW GROUP

By: \_\_\_\_\_  
Clifford A. Chanler, Esq.  
Attorneys for Plaintiff MICHAEL DIPIRRO

Dated: \_\_\_\_\_, 2000

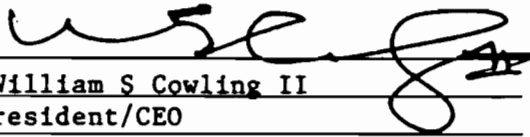
KAPSACK & BAIR LLP

By: \_\_\_\_\_  
Hudson Bair, Esq.  
Attorneys for Plaintiff MICHAEL DIPIRRO

**Defendant:**

Dated: May 24, 2000

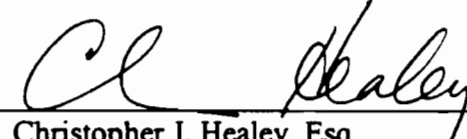
DIXIELINE LUMBER COMPANY, a California corporation

By:   
Name: William S Cowling II  
Title: President/CEO

**APPROVED AS TO FORM:**

Dated: JUNE 1, 2000

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

By:   
Christopher J. Healey, Esq.  
Attorneys for Defendant DIXIELINE LUMBER COMPANY

**EXHIBIT A**

## EXHIBIT A

1. Lead Wool
2. Zynolyte Midget Enamel