

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and among Michael DiPirro, a California citizen ("DiPirro"), and Hunt Corporation, a Pennsylvania corporation ("Hunt") as of February 16, 2000 (the "Effective Date").

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; and

B. Hunt distributes and sells soldering irons and soldering tips in the State of California, through distributors and retail stores. DiPirro alleges that this equipment, when used in a reasonable and foreseeable manner, exposes users to lead and formaldehyde, substances listed pursuant to Proposition 65 (California Health & Safety Code §§ 25249.5 *et seq.*) and found at 22 California Code of Regulations § 12000. ("Listed Chemicals"); and

C. The products covered by this Agreement are set forth in Exhibit A and also include substantially similar products which Hunt has distributed in the past, or may distribute in the future ("Covered Products"). The Covered Products have been distributed by Hunt for use in California since at least September 27, 1995; and

D. On September 27, 1999, DiPirro first served Hunt and all of the requisite public enforcement agencies with a document entitled "60-Day Notice" which provided Hunt and such public enforcers with notice that Hunt was allegedly in violation of Health & Safety Code

§25249.6 for failing to warn purchasers that certain Covered Products it sells in California expose users to Proposition 65-listed chemicals; and

E. On December 16, 1999, DiPirro served Hunt with a summons and complaint in the case entitled *Michael DiPirro v. Hunt Corporation, et al.*, Alameda County Superior Court Case No. H210816-8, naming Hunt and Does 1 through 1000 as defendants and alleging violations of California Business & Professions Code § 17200 and Health & Safety Code § 25249.6 on behalf of individuals in California who allegedly are exposed to lead and/or formaldehyde contained in solder which may be used with Hunt's Covered Products; and

F. Hunt denies the material factual and legal allegations contained in the 60-day Notices and the Complaint filed by DiPirro for alleged violations of Proposition 65 and Business & Professions Code § 17200 *et seq.* and maintains that all Covered Products distributed and/or sold by Hunt in California are in compliance with all laws.

G. The Parties hereto wish to resolve the dispute between them including all issues which were or could have been raised in the Complaint with respect to Covered Products.

NOW, THEREFORE, in consideration of the promises, covenants and agreements herein contained and for other consideration, the sufficiency and adequacy of which is hereby confirmed by the parties who intend to be legally bound hereby, it is agreed as follows:

1. **Product Warnings.** Hunt shall begin to initiate revisions to its current product or packaging labels for the Covered Products consistent with this Agreement ("Revised Labels"). Hunt shall use reasonable efforts to ensure that all of the Covered Products in its possession intended for distribution or sale in California are packaged or sold using Revised Labels as soon as commercially reasonable; however, Hunt agrees that as of one hundred and twenty (120) days after the Effective Date of this Agreement, Hunt shall not ship to California for sale or distribution.

any of the Covered Products unless each is accompanied by a Revised Label on or within the product package or affixed to such Covered Products as set forth in this Paragraph.

For soldering irons and soldering tips, the Revised Label shall provide a warning which states:

“CALIFORNIA WARNING:

Normal use of this product is likely to expose the user to 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 under customary conditions of purchase or use. For the purposes of complying with this Paragraph, the above warning may be communicated by the placement of adhesive stickers onto the current Product packaging. This paragraph is subject to the provisions of Paragraph 9, Product Characterization.

2. **Duties Limited to California.** The warning requirements contained in this Agreement shall have no effect on the sale of those Covered Products sold and/or distributed by Hunt in locations outside of the State of California.

3 **Deemed Compliance.** Any New Covered Products (as defined in this Paragraph 3) distributed and/or sold by Hunt after the Revised Label Compliance Date shall be deemed to comply with the provisions of this Agreement and the requirements of Proposition 65 with respect to product warnings if they are accompanied by Revised Labels as required in Paragraph 1 of this Agreement. For purposes of this Agreement, "New Covered Products" shall include any Covered Products that are substantially similar to those included in Exhibit A whose customary use or

application may expose users to any Listed Chemical and which were not distributed and/or sold by Hunt into California on or before the Effective Date.

4. **Civil Penalty.** (a) Within ten (10) calendar days of the Effective Date of the Agreement, Hunt shall, pursuant to Health and Safety Code § 25249.7(b), pay a civil penalty of \$8,000 to DiPirro. Penalty monies shall be made payable to the “Chanler Law Group in Trust for Michael DiPirro,” and apportioned by DiPirro in accordance with Health and Safety Code § 25192, with 75% of these funds remitted to the State of California. It is specifically understood and agreed that DiPirro shall bear all responsibility for apportioning and paying to the State of California the appropriate civil penalties in accordance with this Paragraph. This payment shall be held in escrow by DiPirro's counsel until the Court has approved this settlement and issued the Order as set forth in Paragraph 12. In the event the Court fails to approve this settlement or issue the Order as set forth in Paragraph 12, the payment made pursuant to this Paragraph shall be returned to Hunt, with interest thereon at a rate of six percent (6%) per annum, within five (5) days of receipt of notice of the Court's rejection of the settlement and proposed Order, and at the latest, on the 65th day following the submission of the Stipulated Judgment to the Court.

(b) Hunt shall also pay, on August 15, 2002, a second penalty of \$4,000, provided; however, that penalty shall be waived if Hunt certifies on July 15, 2002 that the warning required in paragraph 1 has been provided on the Products in three languages (English, Spanish and French) for the past two years. It is Hunt's present intention to continue to provide the warning in three languages for at least two years after July 15, 2002, although if not obligating itself to do so hereunder.

5. **Reimbursement of Fees and Costs.** The parties acknowledge that Michael 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 in further proceedings after the matter settled. Because of the defense costs involved with resolving it at a separate stage of the proceedings, Hunt expressed a desire to resolve the issue of reimbursement of Michael DiPirro's fees and costs concurrently with other settlement terms, so the parties reached an accord on the compensation to be paid to Michael DiPirro and his counsel under the private attorney general doctrine codified in C.C.P. § 1021.5. Within ten (10) calendar days of the Effective Date of the Agreement, Hunt shall pay to DiPirro the sum of \$16,125.00 for his investigation, expert, attorneys' and paraprofessional fees and costs incurred in this matter. This payment shall be made payable to the "Chanler Law Group" and held in escrow by DiPirro's counsel until the Court has approved this settlement and issued the Order as set forth in Paragraph 12. In the event the Court fails to approve this settlement or issue the Order as set forth in Paragraph 12, the payment made pursuant to this Paragraph shall be returned to Hunt, with interest thereon at a rate of six percent (6%) per annum, within five (5) days of receipt of notice of the Court's rejection of the settlement and proposed Order, and at the latest on the 65th day following the submission of the Stipulated Judgment to the Court.

6. **Compliance with Reporting Requirements.** DiPirro agrees to comply with the reporting form requirements referenced in Health & Safety Code Section 29249.7(f). If, as of the Effective Date, an approved form is available for use, such form shall be promptly completed and then sent to the California Attorney General's office, along with this Agreement, by certified mail, return receipt requested. If, on the other hand, an approved form is not available for use, DiPirro shall promptly send this Agreement to the California Attorney General's office by certified mail, return receipt requested, along with a cover letter stating that: "The attached Agreement is provided to you pursuant to Health & Safety Code Section 25249.7(f)."

7. **Release of Hunt.** In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Paragraphs 4 and 5, DiPirro, by this Agreement, on behalf of himself, his agents, and/or assignees, and the People of the State of California on whose behalf this action was brought, hereby waives all rights to institute any form of legal action and releases all claims, including, without limitation, all actions, causes of action, in law or in equity, suits, liabilities, demands, damages, losses, costs or expenses (including attorney's fees, expert fees and other costs) of any nature whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"), against Hunt and its parent and affiliated companies, divisions, subdivisions, subsidiaries (and the predecessors, successors and assigns of any of them) and their respective officers, directors, attorneys, representatives, agents, and employees (collectively, "Hunt Releases"). This waiver and release shall specifically include, but not be limited to, Claims arising under Proposition 65 or Business & Professions Code §§ 17200 *et seq.*, related to Hunt's alleged failure to warn about exposures on or before the Effective Date to certain Listed Chemicals which may be produced in the customary use and application of any of the Covered Products listed in Exhibit A. It is specifically understood and agreed that Hunt's compliance with the terms of this Agreement resolves all issues and liability, now and in the future, concerning the Hunt Releases' past compliance with the requirements of Proposition 65, Business & Professions Code §§ 17200 *et seq.*, or any other Claims arising from Hunt's alleged failure to comply with Proposition 65 in connection with the Covered Products listed on Exhibit A occurring on or before the Effective Date.

8. **Release of "Downstream Parties".** DiPirro, on behalf of himself, his agents, and/or assignees and the People of the State of California on whose behalf this action was brought, further waives all rights to institute any form of legal action and releases all Claims

against each distributor, wholesaler, retailer, dealer, owner, operator, lessor, lessee or user of the Covered Products, including without limitation those parties set forth on Exhibit B, or any of their respective parent and affiliated companies, divisions, subdivisions, subsidiaries (and the predecessors, successors and assigns of any of them) and their respective officers, directors, attorneys, representatives, agents and employees (collectively, "Downstream Parties"). This waiver and release shall specifically include, but not be limited to, Claims arising under Proposition 65 or Business & Professions Code §§17200 *et seq.*, related to the Downstream Parties' alleged failure to warn about exposures on or before the Effective Date to Listed Chemicals which may be produced in the customary use or application of Covered Products listed in Exhibit A. It is specifically understood and agreed that this Agreement resolves all issues and liability concerning the Downstream Parties' past compliance with the requirements of Proposition 65, Business & Professions Code §§ 17200 *et seq.*, or any other Claims arising from Hunt's or the Downstream Parties' alleged failure to comply with Proposition 65 in connection with the Covered Products on or before the Effective Date.

9. **Release of DiPirro.** Hunt, by this Agreement, waives all rights to institute any form of legal action against DiPirro, and his attorneys or representatives, for all actions taken or statements made on or before the Effective Date by DiPirro, and his attorneys or representatives, in the course of seeking enforcement of Proposition 65 or Business & Professions Code §§ 17200 *et seq.* against Hunt.

10. **Product Characterization.** DiPirro alleges that in the customary use or application of the Covered Products, they likely produce fumes or gases that contain one or more substances known to the State of California to cause cancer or birth defects (or other reproductive harm). In the event that Hunt obtains analytical, risk assessment or other data

("Exposure Data") that shows that an exposure to any or all Covered 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), Hunt shall provide DiPirro with ninety (90) days prior written notice of its intent 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. Within sixty (60) days of receipt of Hunt's Exposure Data, DiPirro shall provide Hunt 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 Hunt written notice of his intent to challenge the Exposure Data within sixty (60) days of receipt of Hunt's notice and the Exposure Data, DiPirro shall waive all rights to challenge the Exposure Data, and, subject to Court approval, Hunt shall be entitled to limit or eliminate the warning provisions required under this Agreement with respect to those Covered Product(s) to which the Exposure Data applies. If DiPirro timely notifies Hunt of his intent to challenge the Exposure Data, DiPirro and Hunt shall negotiate in good faith to attempt to reach a settlement. In the event that no settlement is reached within sixty (60) days of mailing by DiPirro of such notice of challenge, DiPirro and Hunt agree to submit such challenge to the Superior Court for determination, pursuant to the Court's continuing jurisdiction of this matter under California Code of Civil Procedure §664.6 and this Agreement. The prevailing party shall be entitled to reasonable attorneys' fees and costs (including costs of experts) associated with such a determination. If the Court determines that no warning is required for particular Covered Products, Hunt shall no longer be required to provide the warnings described in this Agreement for those Covered Products.

11. **Hunt Covered Product Information**. Hunt understands that the Covered Product sales (and other) information provided to counsel for DiPirro by Hunt was a material

factor upon which DiPirro has relied to determine a fair and reasonable settlement as set forth in this Agreement. To the best of Hunt's knowledge, the information provided is true and accurate. In the event DiPirro discovers facts which demonstrate to a reasonable degree of certainty that the information is materially inaccurate, all other parts of this Agreement notwithstanding, DiPirro may apply to the Superior Court for rescission of this Agreement and the opportunity to re-institute an enforcement action against Hunt, provided that all sums paid by Hunt pursuant to Paragraphs 4 and 5 are returned to Hunt, with interest thereon at a rate of six percent (6%) per annum, within five (5) days from the date on which DiPirro notifies Hunt of his intent to rescind this agreement. Should the Court grant DiPirro's application for such relief, 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 Hunt that he is rescinding this Agreement pursuant to this paragraph, provided that, in no event shall any statute of limitations be tolled beyond four (4) years from the date this action was filed.

12. **Stipulated Judgment and Order**. The parties shall file a Stipulated Judgment to be approved pursuant to California Code of Civil Procedure §664.6 by the Alameda County Superior Court in accordance with the terms of this Agreement, in the form attached hereto. It is expressly understood and agreed by the parties hereto that the rights and obligations contained in this Agreement are expressly conditioned on the issuance by the Court of an Order approving the Stipulated Judgment and this Agreement. If the Court fails to issue such Order within Sixty (60) days of the Effective Date, this Agreement shall be deemed null and void as of the sixty-first (61st) day after the Effective Date.

13. **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 remaining shall not be adversely affected thereby.

14. **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 including reasonable attorneys' and expert fees.

15. **Governing Law**. The terms of this Agreement shall be governed by the laws of the State of California. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Covered Products specifically, Hunt shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, those Covered Products are so affected.

16. **Notices**. All correspondence and notices required to be provided pursuant to this Agreement shall be in writing and shall be personally delivered or sent by first-class, registered, certified mail, overnight courier, and/or via facsimile transmission (with presentation of facsimile transmission confirmation) addressed as follows:

If to DiPirro: Chanler Law Group
 Magnolia Lane
 New Canaan, CT 06840-3801
 (Fax) 203-801-5222

If to Hunt: Bonnie Allyn Barnett, Esquire
 Drinker Biddle & Reath LLP
 One Logan Square
 18th & Cherry Streets
 Philadelphia, PA 19103
 (Fax) 215-972-1584

Either party may, from time to time, notify the other of a change of address or facsimile number to which all future notices and other communications shall be sent.

17. **No Admissions.** Nothing in this Agreement shall constitute or be construed as an admission by Hunt of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by Hunt of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Hunt. Hunt reserves all of its rights and defenses with regard to any claim by any party under Proposition 65 or otherwise. However, this Paragraph shall not diminish or otherwise affect the obligations, responsibilities, and duties of Hunt under this Agreement.

18. **Continuing Jurisdiction.** This Court shall maintain continuing jurisdiction to enforce the terms of this Agreement.

19. **Entire Agreement; Modification.** This Agreement, together with the exhibits hereto which are specifically incorporated herein by this reference, constitutes the entire agreement between the parties relating to the rights and obligations herein granted and assumed, and supersedes all prior agreements and understandings between the parties. This Agreement may be modified only upon the written agreement of the parties. To the extent any such modification is made to this Agreement that also requires modification of the Stipulated Judgment provided for herein, the parties shall cooperate in modifying the Stipulated Judgment submitted to the Court.

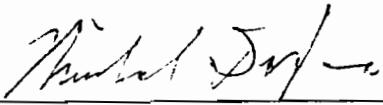
20. **Counterparts and Facsimile.** This Agreement may be executed in counterparts and facsimile, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

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.

AGREED TO:

DATE: 2/18/00

MICHAEL DIPIRRO



AGREED TO:

DATE: _____

HUNT CORPORATION

BY: _____

Title

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.

AGREED TO:

DATE: _____

MICHAEL DIPIRRO

AGREED TO:

DATE: _____

HUNT CORPORATION

BY: William E. Chace

Senior Vice President
Title

Exhibit A

Exhibit A

Soldering Iron – Carded – X73780

Planogram, Hobby 36 X 60 L - X14016

Planogram, X-ACTO Special – X14022

OBS-Hot Tip Knf Parts – X25078

Exhibit B

Exhibit B

Ace Hardware

GREAT PLANES MODEL DIST.; CHAMPAIGN, IL

Horizon Hobby Dist., Inc.

KAUFMAN COMPANY INC.; CAMBRIDGE, MA

SBAR'S, INC.; MOORESTOWN, NJ

COOPER INDUSTRIES; CHERAW, SC

UNITED MODEL DIST. IL; WHEELING, IL

PITSCO CATALOG DIVISION; PITTSBURG, KS

Pearl Paint Co.

IMPORT EXPORT MGMT SERVICE; DALLAS, TX

REMCO HARDWARE; COMMERCE, CA

DO IT BEST CORP ; CAPE CIRARDEAU, MO

TEXAS HOBBY DIST INC; SAN ANTONIO, TX

Dick Blick

MacPherson's

S & R DISTRIBUTING COMPANY, I; GREENVILLE, NC

STEVENS INTERNATIONAL; MAGNOLIA, NJ

CALIFORNIA HOBBY DIST.; ALHAMBRA, CA

HOBBYTYME DIST. INC.; E. HARTFORD, CT

WM K WALTHERS; MILWAUKEE, WI

HERR'S INC; DANVILLE, IL

PAN AMERICAN INTERNATIONAL; MIAMI, FL

EMERY DISTRIBUTORS; EASTON, PA

Artcraft, Inc.

HANDY HARDWARE WHOLESAL; HOUSTON, TX

PACIFIC MODEL; PARAMOUNT, CA

DOUGLAS MODEL DIST; DENVER, CO

COLUMBUS COLL. OF ART & DESI; COLUMBUS, OH

AARMSTRONG'S MCP HOBBY DIST.; DENVER, CO

CLEVELAND HOBBY SUPPLY CO; CLEVELAND, OH

TEXAS ART SUPPLY CO; HOUSTON, TX

NESSON SALES; NORFOLK, VA

C2F INCORPORATED; BEAVERTON, OR

HEARTLAND HOBBY WHOLESAL; COUNCIL BLUFFS, IA

KANEKA FAR WEST, INC.; EUGENE, OR

MIDWEST MODEL SUPPLY CO.; MARYLAND HEIGHT, MO

TALL MOUSE ARTS & CRAFTS, IN; ANAHEIM, CA

MARYLAND INSTITUTE STR; BALTIMORE, MD

AIRBORNE HOBBIES & AVIATION; SACRAMENTO, CA

SOUTHWEST-DOALL IND SUPPLY C; GLENDALE, CA

CORNELL CAMPUS STORE INC; ITHACA, NY

COLONIAL PHOTO & HOBBY, INC.; ORLANDO, FL

PACIFIC ART AND DESIGN MAT'L; SANTA ANA, CA
HOBBIES UNLIMITED; GLOCESTER, RI
HOBBY STORE DISTRIBUTING; EAST HARTFORD, CT
BOB COREY ASSOC.; MERRICK, NY
CRAFT SUPPLY OF HONOLULU; HONOLULU, HI
SYRACUSE UNIV BOOKSTORES; SYRACUSE, NY
NIAGARA MODEL & TRAIN DIST.; BUFFALO, NY
ARROW HOBBYCRAFT SALES; CLEVELAND, OH
SERVICE REPRODUCTION; GRAND RAPIDS, MI
Tru-Serv
TROST MODEL CRAFT DIST. INC.; CHICAGO, IL
ALADDIN DISTRIBUTORS; BURNSVILLE, MN
WHOLESALE CRAFTS; PHOENIX, AZ
MILITARY MODEL DISTRIBUTORS; CARROLLTON, TX
EMF COMPANY; CHICAGO, IL
Alvin and Company
DEE'S DELIGHTS; NORTH BEND, OH
FISHER HAWAII; HONOLULU, HI
CONN-HOBBY CRAFT DIST; NEW BRITAIN, CT
AUBURN INC/HOBBY COMPANY; AIEA, HI
SERVISTAR INTERNATIONAL CORP; BUTLER; PA
BURNSTONE ENT INC; LORTON, VA
A.I. FRIEDMAN INC.; NEW YORK, NY
SOUTHERN ART & HOBBY DIST; ST PETERSBURG, FL
School Specialty Group
COM-KYL INC; PEEKSKILL, NY
TRAIN CENTER DISTRIBUTORS; DENVER, CO
COMMERCIAL ART SUPPLY; SYRACUSE, NY
WASSCO/TIME MOTION TOOLS; POWAY, CA
WEDICO, INC.; ORANJESTAD,
YALE SALES; TORRANCE, CA
ARIZONA ART SUPPLY; PHOENIX, AZ
HYATTS GRAPHIC SUPPLY CO INC; BUFFALO, NY
WMA
GREENFIELD HOBBY DISTRIBUTOR; WARREN; MI
WALSER'S; TORRANCE, CA
Crest Art
GREAT LAKES CRAFT DIST.; SHELBY TOWNSHIP, MI
MICHIGAN BOOK & SUPPLY; ANN ARBOR, MI
CONTACT EAST, INC.; N. ANDOVER, MA
MISH MISH, INC.; BLACKSBURG, VA
J.J. BRODSKY; CHICAGO, IL
SIG MANUFACTURING CO INC.; MONTEZUMA, IA
HOBBYQUEST MARKETING; RED BANK, NJ
AZTEC IMPORTS, INC.; MEDINA, OH
NATIONAL ART SUPPLY; KANSAS CITY, MO
PEATFIELD INDUSTRIES; DANBURY, CT
H. H. WHOLESALE; MILWAUKEE, WI
SWAIN'S; GLENDALE, CA

B & T WHOLESALE; RENTON, WA
MIDWEST MODEL SUPPLY; PLAINFIELD, IL
RCS DISTRIBUTOR INC; SAN JOSE, CA
TRUSERVE CORPORATION (INT'L); BUTLER, PA
ALABAMA ART SUPPLY; CHAMBLEE; GA
EAST COAST HOBBY DISTRIBUTOR; WEST BABYLON, NY
ARTHUR J. GONSALVES INC.; NORTH READING, MA
MILLER PAINT COMPANY; BURIEN, WA
SOUTHERN ILL BOOK & SUPPLY C; CARBONDALE, IL
P & D HOBBY DISTRIBUTING; FRASER, MI
CARLSONS PAINT CO; WHEATON, IL
SCOTTSDALE TOOL & SUPPLY; EL PASO, TX
ART DEPOT; GRAND JUNCTION, CO
TOWSON ARTIST SUPPLY; TOWSON, MD
ALABAMA ART SUPPLY; BIRMINGHAM, AL
SOUTHERN IMPORTERS; HOUSTON, TX
HUB MATERIAL CO.; CANTON, MA
SCOTTSDALE TOOL & SUPPLY; PHOENIX, AZ
V.S. VARIETY; OCEANSIDE, CA
CRAF-T, INC.; LACEY, WA
AARMSTRONG DISTRIBUTORS; DENVER, CO
AVNET ACCTS PAYABLE; DALLAS, TX
MATED TRADERS; MIAMI, FL
NATIONAL ART SHOP; SPRINGFIELD, MO
STARVIN' ARTIST SUPPLY; SCHAUMBURG, IL
ACE HARDWARE INT'L; OAK BROOK, IL
WESTERN DRAFTING FURN & SUPP; DENVER, CO
NEW JERSEY ART SUPPLY; CHERRY HILL, NJ
GREENFIELD HOBBY; WARREN, MI
M. B. KLEIN, INC.; BALTIMORE, MD
THE LILY PAD; WILLIMANTIC, CT
CREATIVE CRAFTS & HOBBIES; KANSAS CITY, MO
HANDLEY HOUSE WW; WHEELING, WV
ART COOP; CHAMPAIGN, IL
POTPOURRI ART SUPPLY; SAN DIEGO, CA
PORTMAN HOBBY DISTRIBUTOR; PEEKSKILL, NY
ART MART; MADISON, WI
CARGIL INTERNATIONAL CORP.; MIAMI, FL
UNIVERSITY BOOK STORE; MANHATTAN, KS
SEATTLE MILL & IND. SUPPLY; LYNNWOOD, WA
REUEL'S DISTRIBUTION CENTER; SALT LAKE CITY, UT
PLAY TIME INC.; ARLINGTON, MA
CONCORDE ELECTRONIC; NANUET, NY
REPUBLIC DRILL CORPORATION; ROSEVILLE, MN
JANEL INCORPORATED; BOUND BROOK, NJ
KIMCO; MENTOR, OH
CONTACT EAST INC.; CHICAGO, IL
ASKEW'S PAINT STORE; RALEIGH, NC
THE ART STORE; NEW YORK, NY

HOBBIES UNLIMITED; NORTH SCITUATE, RI
HYATTS GRAPHIC SUPPLY CO INC; BUFFALO, NY
SUPER HOBBY ART & CRAFT CENT; 00920 SAN JUAN,
MURPHY INDUSTRIAL SUPPLY; TUALATIN, OR
BELLE HOBBY DIST.; WARWICK, RI
DELTEX ART SHOP; TRINIDAD,
BRUDNO ART SUPPLY; CHICAGO, IL
EUGENE TOY AND HOBBY; EUGENE; OR