

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into between Michael DiPirro, a California citizen acting on behalf of the People of the State of California, and Tandy Corporation, a Delaware corporation, acting by and through its RadioShack division, as of February 16, 1999 (the "Effective Date").

WHEREAS:

A. Michael DiPirro ("DiPirro") is an individual residing in San Francisco 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. Tandy Corporation, acting by and through its RadioShack division, (hereafter referred to as "Tandy") distributes and sells in the State of California, through Tandy-owned retail stores and a network of independently owned and operated dealer/franchisees (a list of whom are set forth in Exhibit A hereto) certain products that contain, or whose customary use and application may produce fumes or gases which contain, chemicals listed pursuant to Proposition 65 (California Health & Safety Code §§25249.5 *et seq.*).

C. The products that contain, or whose customary use and application may produce fumes or gases which contain, one or more of the chemicals listed pursuant to Proposition 65 and which are covered by this Agreement are set forth in Exhibit B (the "Products"), which is attached hereto and incorporated herein by this reference. These Products include, but are not limited to, soldering wire and flux as well as soldering guns, irons, torches and other similar equipment;

D. Some of the Products have been manufactured, distributed and/or sold by Tandy for use in California since September 15, 1994;

E. By notice dated September 15, 1998, DiPirro first served Tandy and all of the requisite public enforcement agencies a document entitled "60-Day Notice" which provided Tandy and such public agencies with notice that Tandy was allegedly in violation of Health & Safety Code § 25249.6 for failing to warn purchasers that certain products it manufactures, distributes and/or sells in California expose users to certain Proposition 65-listed chemicals;

F. On October 15, 1998, DiPirro served Tandy and all of the requisite public enforcement agencies a document entitled "Supplemental 60-Day Notice" which provided Tandy and such public agencies with notice that Tandy was allegedly in violation of Health & Safety Code § 25249.6 for failing to warn purchasers that certain products it manufactures, distributes and/or sells in California expose users to certain Proposition 65-listed chemicals;

G. On February 1, 1999, DiPirro filed a complaint entitled Michael DiPirro v. Tandy Corporation, et al. (No. H205537-0) in the Alameda County Superior Court, naming Tandy as defendant and alleging violations of Business & Professions Code §17200 et seq. and Health & Safety Code §25249.5 et seq. on behalf of individuals in California who may have been exposed to certain chemicals listed pursuant to Proposition 65 contained in certain Tandy products, or whose customary use and application may have produced fumes or gases which contain such chemicals; and

H. Tandy denies the material factual and legal allegations contained in the 60-day Notice, the Supplemental 60-Day Notice, and the Complaint filed by DiPirro for alleged violations of Proposition 65 and Business & Professions Code §§17200 et seq., and maintains that all Products distributed and/or sold by Tandy in California are in compliance with all laws. Nothing in this Agreement shall constitute or be construed as an admission by Tandy 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 Tandy of any fact, finding, conclusion, issue of law or violation of law.

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 Labeling.** Beginning immediately, Tandy shall initiate efforts to revise its current product or packaging labels for Covered Products consistent with this Agreement ("Revised Labels"). For purposes of this Agreement, "Covered Products" include all products listed on Exhibit B hereto, and any other substantially similar products which may be distributed and/or sold by Tandy in California after the Effective Date which now or in the future contain, or whose customary use and application may produce fumes or gases that contain, Listed Chemicals. For purposes of this Agreement, "Listed Chemicals" means chemicals that are currently or may, in the future, be listed pursuant to Proposition 65. Tandy shall use reasonable efforts to ensure that all 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, Tandy

agrees that: (1) as of July 1, 1999 Tandy shall not ship to California for sale or distribution any Covered Products unless each such Covered Product is accompanied by a Revised Label on or within the Covered Product package or affixed to Covered Products as set forth in this Paragraph 1; and (2) notwithstanding anything else to the contrary contained in this Paragraph 1, Tandy shall not, as of July 1, 2000 (the "Revised Label Compliance Date"), distribute or sell (or cause to be distributed or sold on its behalf) any Covered Products for sale or use in the State of California unless each such Covered Product is accompanied by a Revised Label on or within the Covered Product package or affixed to Covered Products as set forth in this Paragraph 1. Revised Labels required pursuant to this Agreement shall be as follows:

For solder, flux and similar consumable products which contain, or produce fumes or gases that contain, a chemical listed by the State of California as known to cause cancer:

"WARNING: This product contains or produces a chemical known to the State of California to cause cancer."

For solder, flux and similar consumable products which contain, or produce fumes or gases which contain, any combination of chemicals listed by the State of California as known to cause both cancer and birth defects (or other reproductive harm):

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

For kits that contain solder and soldering guns or similar heating devices which contain, or produce fumes or gases that contain, any combination of chemicals listed by the State of California as known to cause both cancer and birth defects (or other reproductive harm):

"WARNING: This product contains, or when used for soldering and similar applications produces, chemicals known to the State of California to cause cancer and birth defects (or other reproductive harm)."

For soldering guns or similar heating devices which produce fumes or gases that contain any combination of chemicals listed by the State of California as known to cause both cancer and birth defects (or other reproductive harm):

"WARNING: This product, when used for soldering and similar applications, produces 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 reasonably understood by an ordinary individual under customary conditions of purchase or use.

2. **Deemed Compliance.** Any New Products (as defined in this Paragraph 2) distributed and/or sold by Tandy 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 Products" shall include any Products that are substantially similar to those included in Exhibit B which contain, or whose customary use or application may produce fumes or gases that contain, a Listed Chemical and which were not manufactured, distributed and/or sold by Tandy into California on or before the Effective Date.

3. **Civil Penalty.** Tandy shall, pursuant to Health & Safety Code § 25249.7(b), pay a civil penalty of \$22,000 to DiPirro within ten (10) calendar days of the Effective Date. Penalty monies shall be apportioned by DiPirro in accordance with Health & Safety Code § 25192, with 75% of these funds remitted to the State of California. 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 10. 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 paid in accordance with this paragraph. In the event the Court rejects this settlement and fails to issue the Order as set forth in Paragraph 10, the payment made pursuant to this paragraph shall be returned to Tandy, 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.

4. **Reimbursement of Fees and Costs.** Within ten (10) calendar days of the Effective Date of the Agreement, Tandy shall pay to DiPirro the sum of \$39,250 for his investigation fees incurred prior to the filing of the 60-Day Notice, investigation, expert and litigation costs, and attorneys' and paraprofessional fees (which includes an appropriate multiplier) incurred in this matter. Such amounts shall be held in escrow by DiPirro's counsel until the Court has approved this settlement and issued an Order as set forth in Paragraph 10. In the event the Court rejects this settlement and fails to issue the Order as set forth in Paragraph 10, the amounts paid by Tandy in accordance with this paragraph shall be returned

to Tandy, 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.

5. **DiPirro's Release of Tandy.** In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Paragraphs 3 and 4, 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 attorneys' fees and other costs) of any nature whatsoever, whether known or unknown, fixed or contingent, (collectively, "Claims") against Tandy 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, "Tandy Releasees"). 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 Tandy's alleged failure to warn about exposures on or before the Effective Date to certain Listed Chemicals contained in, or which may be produced in the fumes or gases resulting from the customary use and application of, any of the Covered Products listed in Exhibit B. It is specifically understood and agreed that Tandy's compliance with the terms of this Agreement resolves all issues and liability, now and in the future, concerning the Tandy Releasees' past compliance with the requirements of Proposition 65, Business and Professions Code §§17200 *et seq.*, or any other Claims arising from Tandy's alleged failure to comply with Proposition 65 in connection with the Covered Products listed on Exhibit B occurring on or before the Effective Date.

6. **DiPirro's 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 A, 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 contained in, or which may be produced in fumes or gases resulting from the customary use or application

of, Covered Products listed in Exhibit B. 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 Tandy's or the Downstream Parties' alleged failure to comply with Proposition 65 in connection with the Covered Products on or before the Effective Date.

7. **Tandy Release.** Tandy, 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 Tandy.

8. **Product Characterization.** Tandy acknowledges that each of the Covered Products listed in Exhibit B contains, or in the customary use or application of the Covered Products likely produces 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 Tandy 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), Tandy shall provide DiPirro with 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 thirty (30) days of receipt of Tandy's Exposure Data, DiPirro shall provide Tandy 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 Tandy written notice of his intent to challenge the Exposure Data within thirty (30) days of receipt of Tandy's notice and the Exposure Data, DiPirro shall waive all rights to challenge the Exposure Data, and Tandy 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 Tandy of his intent to challenge the Exposure Data, DiPirro and Tandy 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 DiPirro of such notice of challenge, DiPirro and Tandy agree to submit such challenge to the 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 associated with such a determination. If DiPirro does not challenge Tandy's notice or the Court determines that no warning is required for particular Covered Products, Tandy shall no longer be required to provide the warnings described in this Agreement for those Covered Products.

9. **Tandy's Covered Product Information.** Tandy understands that the Covered Product sales (and other) information provided to counsel for DiPirro by Tandy 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 Tandy'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 shall have the right to rescind this Agreement and re-institute an enforcement action against Tandy, provided that all sums paid by Tandy pursuant to Paragraphs 3 and 4 are returned to Tandy, with interest thereon at a rate of six percent (6%) per annum, within five (5) days from the date on which DiPirro notifies Tandy 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 Tandy that he is rescinding this Agreement pursuant to this paragraph, provided that, in no event shall any statute of limitation be tolled beyond four (4) years from the date this action was filed.

10. **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. 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. 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.

11. **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.

12. **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.

13. **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, Tandy shall have no further obligations

pursuant to this Settlement Agreement with respect to, and to the extent that, those Covered Products are so affected.

14. 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 190 Riverside Drive, 10th Floor New York, NY 10024 (Fax) 212/877-6039
If to Tandy:	Tandy Corporation Attn: Chief Executive Officer 100 Throckmorton Street, Suite 1800 Ft. Worth, TX 76102 (Fax) 817/415-2647
with a copy to:	Tandy Corporation Attn: General Counsel 100 Throckmorton Street, Suite 1700 Ft. Worth, TX 76102 (Fax) 817/415-6593
and:	John E. Dittoe, Esq. Crosby, Heafey, Roach & May 1999 Harrison Street P.O. Box 2084 Oakland, CA 94604-2084 (Fax) 510/273-8832

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

15. No Admissions. Nothing in this Agreement shall constitute or be construed as an admission by Tandy 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 Tandy of any fact, finding, conclusion, issue of issue of law, or violation of law, such being specifically denied by Tandy. Tandy 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 Tandy under this Agreement.

16. **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.

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

18. **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: 2/18/99

TANDY CORPORATION,
a Delaware corporation

By: _____

Mark A. Hill
Its: Senior Vice President

MS
2/18/99

AGREED TO:

DATE: 2/22/99

MICHAEL DIPIRRO

Michael Dipirro

AGREED TO:

DATE: _____

TANDY CORPORATION,
a Delaware corporation

By: _____
Its: _____

CALIFORNIA DEALER/FRANCHISE STORE LIST

Store #	Business Name	addr_1	addr_2	City	State	Zip
7084	RADIO SHACK ASSOCIATE STORE	1853 MAIN ST.	SUITE A	RAMONA	CA	92065
7094	SOUND EXPRESS, INC.	13465 CAMINO CANADA	#105	EL CAJON	CA	92021
K387	WHITEHOUSE ELECTRONICS	HWY		SEBASTOPOL	CA	95472
K395	DADA'S HARDWARE	15600 RIVER ROAD		GUERNEVILLE	CA	95446
K400	COLLINS COMPUTER INNOVATIONS	6464 ADOBE ROAD		TWENTYNINE PALMS	CA	92277
K402	THE SOUND SHOPPE	BISHOP PLAZA	1365 ROCKING W DRIVE	BISHOP	CA	93514
K405	ANDERSON TV	2613 BALLS FERRY ROAD		ANDERSON	CA	96007
K410	BRANSCOMB REFRIGERATION	429 MAPLE LANE		GARBERVILLE	CA	95542
K434	COAST TO COAST	300 N. MAIN STREET		FORT BRAGG	CA	95437-3406
K445	REBECCA & ASSOCIATES, INC.	510 QUINTANA ROAD		MORRO BAY	CA	93442
K447	BEECEE ELECTRONICS	1712 F SOUTH MAIN STREET		WILLITS	CA	95490
K454	SIERRA NEVADA COMMUNICATIONS	11260 DONNER PASS ROAD		TRUCKEE	CA	96160
K457	TOYS PLUS	299 MAIN STREET		RIO VISTA	CA	94571-1736
K467	THE PHONE STORE	3450-6 PALMER DRIVE	STE. 6	CAMERON PARK	CA	95682
K474	SEILER ELECTRIC	125 COMMERCIAL ST		PORTOLA	CA	96122
K489	COOK'S COMMUNICATION	136 N MAAG	SUITE C	OAKDALE	CA	95361
K494	TECHNOLOGY TREASURES	1693 MISSION DRIVE STE.	A101	SOLVANG	CA	93463
K500	LAFO'S ELECTRONICS	12198 B FURY LANE		EL CAJON	CA	92019
K506	SOLEDAD VIDEO	537 FRONT STREET		SOLEDAD	CA	93960
K512	VILLAGE ELECTRONICS	54423 VILLAGE CENTER DR		IDYLLWILD	CA	92549
K519	ALPINE ELECTRONICS	1347 TAVERN ROAD	SUITE 11	ALPINE	CA	91901
K530	ARROWHEAD ELECTRONICS & HARDWARE	27177-C HWY 189		BLUE JAY	CA	92317
K535	PLUMAS MOTOR SUPPLY	85 W MAIN ST		QUINCY	CA	95971
K536	SAN SIMEON ENTERTAINMENT	1306 TAMSON DR		CAMBRIA	CA	93428
K544	MAMMOTH ACE HARDWARE	126 OLD MAMMOTH RD		MAMMOTH LAKES	CA	93546
K546	J & R TECHNOLOGIES	426 NORTH MAIN STREET		ANGELS CAMP	CA	95221
K547	WHO IZZY? ELECTRONICS	BLVD		CLOVERDALE	CA	95425
K559	JIM'S C.B. RADIOS AND ELECTRONICS	2559 B ROSAMOND BLVD.		ROSAMOND	CA	93560
K569	GRAPEVINE ELECTRONICS	1136 MAIN ST.		ST. HELENA	CA	94574
K572	WASCO TRUE VALUE	749 7TH STREET		WASCO	CA	93280
K577	IMAGES	1011 WHITLEY		CORCORAN	CA	93212
K581	ACE HARDWARE	1286 NORTHCREST DRIVE		CRESCENT CITY	CA	95531
W032	CLAYPOOLS	725 W BROADWAY		NEEDLES	CA	92363-2997
W106	RADIO MART ELECTRONICS	2360 MYERS		OROVILLE	CA	95965-5335

CALIFORNIA DEALER/FRANCHISE STORE LIST

Store #	Business Name	addr_1	addr_2	City	State	Zip
W116	PLAZA TV & APPLIANCE	360 LAKEPORT BLVD.		LAKEPORT	CA	95453-5407
W151	PACIFIC ELECTRONICS	2247 E. PALMDALE BLVD	STE F	PALMDALE	CA	93550-4877
W313	PRO ELECTRONICS	56825 29 PALMS HWY.		YUCCA VALLEY	CA	92284-0000
W333	L & S ENTERPRISES	904 N. CHINA LAKE BLVD.		RIDGECREST	CA	93555-1373
W344	SIERRA PACIFIC SOUND, INC	426 SUTTER ST.		JACKSON	CA	95642-2001
W406	STRAWFLOWER ELECTRONICS	160 SAN MATEO DR SUITE E		HALF MOON BAY	CA	94019
W408	JIM'S CB RADIOS	16910 HIGHWAY 14		MOJAVE	CA	93501-1707
W519	SONORA VIDEO & ELECTRONICS	764 EAST MONO WAY		SONORA	CA	95370-0000
W547	RADIO MART ELECTRONICS	1567 HWY 99		GRIDLEY	CA	95948-3121
W568	WAGNER ELECTRONICS	1675 E. 6TH STREET		BEAUMONT	CA	92223-2509
W569	SISKIYOU TWO-WAY	501 S. MAIN ST		YREKA	CA	96097-9559
W574	LASKY RADIO	238 N. MAIN STREET		LONE PINE	CA	93545-0045
W576	LAKE DRIVE HARDWARE	23895 LAKE DRIVE		CRESTLINE	CA	92325-0647
W586	CRYSTAL T. V.	491 TRES PINOS ROAD	STE 101	HOLLISTER	CA	95023-0000
W597	BARCELOUX BROTHERS AUTO SUPPLY	402 WALKER ST.		ORLAND	CA	95963-1349
W605	WESTSIDE ELECTRONICS	1048 KERN STREET		TAFT	CA	93268
W607	SHAFTER DRUG STORE	301 CENTRAL AVE		SHAFTER	CA	93263-2096
W614	H & H ELECTRONICS	SUITE 3		PLACERVILLE	CA	95667-3914
W619	SATELLITE COMMUNICATIONS GROUP	BLVD		RIDGECREST	CA	93555-3916
W621	DOUBLE 'D' SYSTEMS	415 SCHOOL ST.		POINT ARENA	CA	95468-0026
W624	TAHOE CITY VIDEO & ELECT	165 RIVER ROAD		TAHOE CITY	CA	96145-0000
W626	CORNING ELECTRONICS	1956 SOLANO STREET		CORNING	CA	96021
W650	OJAI VALLEY ELECTRONICS	307B E MATILJA ST		OJAI	CA	93023-2764
W659	DUNSMUIR HARDWARE	5836 DUNSMUIR AVE		DUNSMUIR	CA	96025-2330
W662	MT SHASTA ELECTRIC	110 WEST CASTLE STREET		MT SHASTA	CA	96067-2298
W665	CHESTER SMALL ENGINE REPAIR, INC.	417 MAIN STREET		CHESTER	CA	96020-0000
W671	PLAZA TV & APPLIANCE	14915 OLYMPIC DR.		CLEARLAKE	CA	95422-9524
W683	KAPY'S ELECTRONICS & BOOKS	20354 VALLEY BLVD.		TEHACHAPI	CA	93561-0000
W694	V.S. ELECTRONICS	8145 MIRA MESA BLVD.	SUITE 2-A	SAN DIEGO	CA	92126-2604
W723	POWAY COMPUTERS & ELECTRONICS	13545 POWAY ROAD		POWAY	CA	92064-0000
X297	COLLEGE BOOKSTORE	WHITTIER COLLEGE		WHITTIER	CA	90602-0000
X304	LATTC BOOKSTORE	LA TRADE TECH		LOS ANGELES	CA	90007-0000
X325	WESTMONT COLLEGE STORE	955 LA PAZ ROAD		SANTA BARBARA	CA	93108-0000
X738	SACRAMENTO 76 TRUCK PLAZA	I-80 WEST OF I-5		SACRAMENTO	CA	95833

EXHIBIT A

CALIFORNIA DEALER/FRANCHISE STORE LIST

Store #	Business Name	addr_1	addr_2	City	State	Zip
X766	BUTTONWILLOW 76	I-5 & STATE ROUTE 58		BUTTONWILLOW	CA	93206
X788	BLYTHE 76 AUTO/TRUCKSTOP	I-10 MESA DRIVE		BLYTHE	CA	92225

EXHIBIT B**COVERED PRODUCTS**

SKU ID	NAME	SKU DESC
6400001	.5OZ SOLDER .062	Standard rosin core solder
6400002	1.5OZ SOLDER .062	Standard rosin core solder
6400004	4OZ SOLDER .062	Standard rosin core solder
6400005	2.5OZ SOLDER .032	Standard rosin core solder
6400006	1.5OZ SOLDER .050	Standard rosin core solder
6400007	1/2 LB SOLDER.062	Standard rosin core solder
6400008	1LB SOLDER .062	Standard rosin core solder
6400009	8OZ SOLDER .032	Standard rosin core solder
6400010	PK100 TAPE SOLDER	Standard rosin core solder - strip form
6400013	1.5Z SILVR SDR .022	Rosin core solder with silver content
6400015	1.5Z 63/37 SDR .050	Standard rosin core solder
6400017	0.5OZ SOLDER .032	Standard rosin core solder
6400018	CRYSTAL FLUX SOLD	Clear flux solder
6400020	TIP TINNER/CLEANR	Small can of tinner cleaner compound
6400021	10Z ROSN SDR FLUX	Rosin solder Flux
6400025	.25OZ LDFREE .032	Lead-free rosin core solder
6400026	.5OZ LDFREE .062	Lead-free rosin core solder
6400027	2OZ LD FREE 0.050	Lead-free rosin core solder
6400035	1.0OZ SILVR SDR .015	Rosin core solder with silver content
6402051	15W GRD SOLD IRON	Soldering iron with earth ground
6402055	DUAL HEAT IRON	Complete soldering iron
6402060	DESOLDERING IRON	Soldering iron with vacuum bulb tip
6402066	30W SOLDERING GUN	Gun-style soldering iron
6402067	30W SOLDERNG IRON	30W pencil style iron
6402070	25W SOLDERNG IRON	25W pencil style iron
6402071	40W SOLDERNG IRON	40W pencil style iron
6402105	12V 30W SOLD.IRON	Iron operates on 12 volts DC
6402111	25W HEATING UNIT	Heating element for custom iron
6402112	35W HEATING UNIT	Heating element for custom iron

6402164	MINIATURE TORCH	Butane soldering torch
6402165	MICROFLAME TORCH	Butane/Micronox soldering torch
6402166	PK2 BUTANE CYLNDR	Replacement cylinder for 64-2164
6402167	PK2 MICRNX CYLNDR	Replacement cylinder for 64-2165
6402182	PORT GAS PWR SODI	Small butane soldering iron
6402184	SOLDER STATION	Iron with holder, sponge, and dual heat switch
6402187	DUAL HEAT SOLDGUN	150/230 watt soldering gun
6402193	100W SOLDERNG GUN	100 Watt soldering gun
6402802	5PC SOLDERNG KIT	Set includes iron, solder, stand, heat sink, probe
6402803	11PC SOLDER SET	Set includes same as 64-2802 plus hand tools