UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
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In re: THE STEPHAN CO., Debtor.[1]	Chapter 11 Case No. 8:25-bk-08937-CPM

DEBTOR'S MOTION PURSUANT TO SECTIONS 105(a) AND 363 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 6004 AND 9019(a) FOR AN ORDER (I) APPROVING THE FFIC SETTLEMENT AGREEMENT, RELEASE AND POLICY BUYBACK, (II) APPROVING THE SALE OF THE FFIC POLICIES FREE AND CLEAR, (III) ENJOINING CLAIMS, AND (IV) GRANTING RELATED RELIEF

The Stephan Co., the above-captioned debtor and debtor-in-possession ("**Debtor**"), hereby submits this motion ("**Motion**"), pursuant to sections 105(a) and 363 of the Bankruptcy Code and Rules 2002, 6004 and 9019(a) of the Federal Rules of Bankruptcy Procedure ("**Bankruptcy Rules**") for entry of an order attached as **Exhibit A** (i) approving the proposed compromise and settlement between the Debtor (on behalf of itself and the Additional Insureds), Fireman's Fund Insurance Company and Fireman's Fund Insurance Company of Wisconsin (collectively, "**FFIC**"), the terms of which are set forth in the Settlement Agreement, Release, and Policy Buyback that is annexed hereto as **Annex 1** ("**Agreement**");[2] (ii) authorizing the Debtor, on behalf of itself and the Additional Insureds, to enter into the Agreement; (iii) authorizing the sale of the FFIC Policies and certain related Claims (collectively, the "**Purchased Property**") to FFIC pursuant to the terms and conditions of the Agreement, free and clear of all Interests; (iv) enjoining various Claims

[1] The last four digits of the Debtor's federal tax identification number are 6812. The Debtor's mailing address is 2211 Reach Road, Suite B4, Williamsport, Pennsylvania 17701.

[2] Capitalized terms used but not defined in this Motion shall have the same meanings given to them in the Agreement.

against FFIC and certain related parties under sections 105(a) and 363(f) of the Bankruptcy Code; and (v) granting such other and further relief as this Court deems just and proper. In support of this Motion, the Debtor relies upon the *Declaration of Henry Jacobi, Debtor's Chief Executive Officer, in Support of Debtor's Motion Pursuant to Sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 9019(a) for an Order (I) Approving the FFIC Settlement Agreement, Release and Policy Buyback, (II) Approving the Sale of the FFIC Policies Free and Clear, (III) Enjoining Claims, and (IV) Granting Related Relief* (the "**Jacobi Declaration**"), attached hereto as **Annex II**, and respectfully represents as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief sought in the Motion are sections 105(a), 363, and 541 of the Bankruptcy Code and Bankruptcy Rules 6004 and 9019.

3. Additionally, it is necessary and appropriate for this Court to retain jurisdiction to, among other things, interpret and enforce the terms and provisions of the Agreement, and to adjudicate, if necessary, to the extent provided under 28 U.S.C. § 1334(b), any and all disputes arising from or relating to the Agreement.

BACKGROUND

4. On November 26, 2025 (the "**Petition Date**"), the Debtor commenced with this Court a case under chapter 11 of the Bankruptcy Code (the "**Chapter 11 Case**"). The Debtor is operating its business as debtor-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy

Code. No trustee or examiner has been appointed. On December 23, 2025, the Committee of Asbestos Claimants (the "**Committee**") was formed [Docket No. 52].

5. The primary purpose of the Chapter 11 Case is to address and comprehensively resolve the Debtor's liability for talc- and/or asbestos-related personal injuries. The Debtor faces significant potential liability resulting from an increasing number of lawsuits alleging personal injuries caused by exposure to talc allegedly contaminated with asbestos that was manufactured and sold by a company, Old 97 Co., that became a subsidiary of, and was later merged into, the Debtor (the "**Talc Personal Injury Claims**"). As of the Petition Date, the Debtor had been named as a defendant in over 500 active cases asserting Talc Personal Injury Claims.

6. Additional information regarding the Debtor, including its business operations, its capital and debt structures, and the circumstances leading to the commencement of the Chapter 11 Case, is set forth in detail in the *Chapter 11 Case Management Summary* [Docket No. 4] (the "**Case Management Summary**"), which was filed on the Petition Date and is incorporated herein by reference.

7. Prior to the Petition Date, FFIC issued or allegedly issued certain liability insurance policies to the Debtor (and/or various predecessors-in-interest to the Debtor) under which the Debtor alleges it is entitled to insurance coverage for Talc Personal Injury Claims. The known FFIC Policies are listed on Schedule 1 to the Agreement.

8. The proposed transaction with FFIC is structured as a buyback of the Purchased Property under Section 363(f) of the Bankruptcy Code, and a compromise and settlement under Bankruptcy Rule 9019. As set forth in greater detail therein, the Agreement provides that the Debtor (on behalf of itself and the Additional Insureds) will sell, and FFIC will purchase, the Purchased Property free and clear of all Interests of any Person, and the parties will exchange

certain releases, subject and pursuant to the terms of the Agreement. Terms of the Agreement have been incorporated into the plan of reorganization the Debtor filed in this Chapter 11 Case (the "**Plan**") [Docket No. 175], with such Plan providing for, among other things, the creation of a section 524(g) trust (the "**Trust**") to fund distributions to holders of Talc Personal Injury Claims.

SUMMARY OF THE AGREEMENT

9. The material terms of the Agreement are summarized as follows:[3]

- In exchange for the Settlement Amount, the Debtor (on behalf of itself and the Additional Insureds) will sell to FFIC, and FFIC will purchase from the Debtor and the Additional Insureds, the Purchased Property free and clear of all Interests, and the Debtor (on behalf of itself and the Additional Insureds) will release the FFIC Released Parties from any and all past, present, and future (i) Talc Personal Injury Claims; (ii) Claims that, directly or indirectly, are under, arise out of, relate to, or connect with the Policies or any other Claims that are covered or alleged to be covered under any of the Policies, including any Channeled Claims, Barred Claims, reimbursement obligations for Conditional Payments under the MSPA, and all Claims that, directly or indirectly, arise from, relate to, or are in connection with the Talc Personal Injury Claims or the Bankruptcy Case; and (iii) Estate Causes of Action.

- By no later than thirty (30) days after the Settlement Agreement Effective Date, FFIC shall pay the Settlement Amount to the Debtor; *provided, however*, if the 30th day following the Settlement Agreement Effective Date is not a Banking Day, then FFIC shall pay the Settlement Amount on the next day that is a Banking Day.

- The delivery of the Settlement Amount in accordance with the terms of the Agreement and the Approval Order shall be in full and final settlement of all responsibilities under and arising out of the Policies, and in consideration of the amendment(s) of the Policies as set forth in Section 3.3 of the Agreement, the sale of the Policies and any Extra-Contractual Claims of the Debtor and any Extra-Contractual Claims of the Additional Insureds back to FFIC free and clear of all Claims and Interests of any Person, and the other releases provided in the Agreement.

- Upon the occurrence of the Settlement Agreement Effective Date and FFIC's payment of the Settlement Amount, with no further action required, FFIC shall fully, finally, and completely remise, release, acquit, and forever discharge the Debtor from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are in connection with the Policies, and all Claims that,

[3] The following summary of the Agreement's material terms is for convenience of review only. Parties in interest are encouraged to read the Agreement in its entirety. In the event of any inconsistency between the summary and the Agreement itself, the terms of the Agreement will control.

directly or indirectly, arise from, relate to, or are in connection with the Talc Personal Injury Claims or the Bankruptcy Case.

- Upon FFIC's delivery of the Settlement Amount, FFIC will be entitled to the benefits of the Talc Personal Injury Channeling Injunction and the Insurance Entity Injunction, as those terms are defined in the Plan, as well as the Settling Insurer Injunction under the Approval Order.
- To ensure publication of the Publication Notice (as required by the Agreement), FFIC will front the cost of such publication by reimbursing Kroll for the cost thereof up to the Expense Cap. Upon payment to Kroll, FFIC will automatically and without further act or deed have a Section 503(b) administrative expense claim against the Debtor and the Estate for the amount paid to Kroll; this Administrative Claim will be entitled to priority of payment pursuant to Section 507(a)(2) and shall be allowed in full by the Approval Order.
- FFIC may terminate the Agreement upon ten (10) days written notice to the Debtor in the event of any of the following occurs prior to the Settlement Agreement Effective Date: (a) the Debtor (i) fails to effect proper service of the Approval Motion in accordance with Sections 2.1.1 and 2.1.2 of the Agreement and (ii) fails or refuses to correct such error within five (5) days of notification thereof from FFIC; (b) the Approval Order and the Plan Confirmation Order are not entered within six (6) months from the Petition Date; (c) the Bankruptcy Court enters an order that becomes a Final Order that (i) denies the Approval Motion or (ii) is contrary to or inconsistent with the Approval Order or the Plan Confirmation Order; (d) a plan that is contrary to or inconsistent with the Agreement is filed; (e) the Approval Motion or the Bankruptcy Plan is withdrawn or revoked; or (f) the Bankruptcy Case is dismissed or converted to a case under chapter 7 of the Bankruptcy Code.

BASIS FOR RELIEF

A. Approval of the Agreement Under Bankruptcy Rule 9019

10. Bankruptcy Rule 9019(a) provides that "[o]n the trustee's motion and after notice and a hearing, the court may approve a compromise or settlement." Fed. R. Bankr. P. 9019(a). Under that framework, there is a general policy encouraging settlements and favoring compromises in chapter 11 cases. *In re Bicoastal Corp.*, 164 B.R. 1009, 1016 (Bankr. M.D. Fla. 1993); *see also Fla. Trailer & Equip. Co. v. Deal*, 284 F.2d 567, 571 (5th Cir. 1960); *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968) (requiring that court approved settlements be "fair and equitable").

11. The decision to approve a compromise under Bankruptcy Rule 9019 is committed to the sound discretion of the Court, which must determine if the settlement is in the "best interest" of the estate. *See In re Yormak*, No. 2:15-BK-04241-FMD, 2021 WL 4206436, at *3 (Bankr. M.D. Fla. Sept. 16, 2021) ("It is a fundamental tenet of bankruptcy jurisprudence that the proponent of a settlement . . . bears the burden of demonstrating that the proposal is both reasonable and in the best interest of the bankruptcy estate.").

12. The "best interest" test requires a debtor-in-possession to show four factors, otherwise known as the *Justice Oaks* factors, which include:

a) the "probability of success in the litigation;"

b) the "difficulties, if any, to be encountered in the matter of collection;"

c) the "complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it;" and

d) the "paramount interest of the creditors and a proper deference to their reasonable views in the premises."

In re Justice Oaks II, Ltd., 898 F.2d 1544, 1549 (11th Cir. 1990); *see also In re JS Enters. of Fla., Inc.*, No. 8:16-BK-06728, 2020 WL 5746109, at *6 (Bankr. M.D. Fla. Apr. 13, 2020) (approving compromise that satisfied factors of "fairness, reasonableness and adequacy").

13. A bankruptcy court need not consider all four *Justice Oaks* factors when approving a proposed settlement. *See, e.g.*, *In re Chira*, 567 F.3d 1307, 1313 (11th Cir. 2009) (affirming bankruptcy court's approval of settlement agreement where bankruptcy court explicitly evaluated only two of the four Justice Oaks factors). Approval of a settlement in a bankruptcy proceeding is within the sound discretion of the Court, and will not be disturbed or modified on appeal unless that approval constitutes an abuse of discretion. *In re Arrow Air, Inc.*, 85 B.R. 886, 891 (Bankr. S.D. Fla. 1988).

14. In ruling on a proposed compromise, a court should not substitute its own judgment for that of a debtor in possession. *See In re Morgan*, No. 11-11241, 2011 WL 3821102, at *1 (11th Cir. Aug. 29, 2011) (affirming bankruptcy court order approving "settlement because it was the Trustee's best business judgment that the settlement be approved"). Indeed, the standard for approving such settlements is "generally very low" and the Court should approve any settlement that does not fall "below the lowest point in the range of reasonableness." *In re No Rust Rebar, Inc.*, No. 21-12188, 2022 WL 3969821, at *5 (Bankr. S.D. Fla. Aug. 30, 2022), *aff'd sub nom. Smith v. Slott*, 683 F. Supp. 3d 1331 (S.D. Fla. 2023), *aff'd sub nom. In re No Rust Rebar, Inc.*, No. 23-12522, 2025 WL 1743293 (11th Cir. June 24, 2025); *In re Huckleberry Partners LLC*, No. 6:22-BK-02159, 2023 WL 5321704, at *2 (Bankr. M.D. Fla. Aug. 15, 2023), *aff'd*, No. 6:23-CV-1849, 2024 WL 4332610 (M.D. Fla. Sept. 27, 2024); *In re Land Resources, LLC*, 505 B.R. 571, 577 (M.D. Fla. 2014) (quoting *In re Martin*, 490 F.3d 1272, 1275 (11th Cir. 2007)) ("A bankruptcy court does not abuse its discretion in approving a settlement agreement unless the agreement 'fall[s] below the lowest point in the range of reasonableness.'").

15. Therefore, in evaluating a settlement under Bankruptcy Rule 9019, "[i]t is not necessary for the bankruptcy court to conduct a 'mini trial' on the issue." *In re WorldCom, Inc.*, 347 B.R. 123, 137 (Bankr. S.D.N.Y. 2006); *see also In re W.T. Grant Co.*, 699 F.2d 599, 608 (2d Cir. 1983) ("[The] responsibility of the bankruptcy judge . . . is not to decide the numerous questions of law and fact raised by appellants but rather to canvass the issues and see whether the settlement fall[s] below the lowest point in the range of reasonableness."). "Settlements are favored in bankruptcy" and under the "range of reasonableness," courts examine "the probable outcomes of the litigation, including its advantages and disadvantages, and make a pragmatic decision based on all equitable factors." *See Yormak*, 2021 WL 4206436, at *3 (approving compromise that was

"fair and does not fall below the lowest point in the range of reasonableness") (internal quotation omitted).

16. Here, the Agreement satisfies the *Justice Oaks* factors and should be approved. The Agreement reflects the Parties' evaluations of the risks and costs of litigation and the merits of the Parties' respective positions. Although the Parties are confident in their respective legal positions regarding the matters resolved by the Agreement, all contested litigation entails substantial uncertainty. *See Bicoastal*, 164 B.R. at 1016 ("The debtor's ability to prevail on the underlying dispute will not prevent approval of the compromise if the court concludes that it is prudent to eliminate the risks of litigation to achieve certainty."). If FFIC were to prevail in coverage litigation, the Debtor could be left with much less coverage, or without any coverage, for the Talc Personal Injury Claims. Regardless of whether the Debtor were to prevail in coverage litigation, continued litigation of these complex matters could be time-consuming and costly. The Agreement therefore will provide substantial financial benefits and certainty to the Debtor while avoiding the risks, expense, and delays of continued litigation.

17. The Agreement also is in the best interests of the Debtor's creditors and all parties in interest for the following reasons. The Agreement will provide a substantial onetime payment under the FFIC Policies (*i.e.*, the Settlement Amount) shortly after the Settlement Agreement Effective Date that otherwise would have been paid out, if at all, over a prolonged period of time. The Agreement contemplates that the bulk of the Settlement Amount will be transferred to the Talc Personal Injury Trust to cover expenses and pay eligible Talc Personal Injury Claims; the balance will be used to cover the administrative expenses of this chapter 11 case. Finally, avoiding litigation with FFIC will preserve the assets of the Debtor's estate, enabling existing and future creditors to maximize their recoveries.

18. In light of the foregoing, the Agreement is fair, reasonable, and in the best interest of the Debtor's estates and creditors, and should therefore be approved.

B. Sale of the Purchased Property to FFIC

19. Section 363(b) of the Bankruptcy Code provides that a debtor-in-possession, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b). This court and other courts have recognized that insurance policies and related claims are property of a debtor's estate. *See In re Commercial Express, Inc.*, 670 B.R. 573 (Bankr. M.D. Fla. 2025); *In re Scott Wetzel Services, Inc.*, 243 B.R. 802, 804 (Bankr. M.D. Fla. 1999) ("[T]he law is clear that an insurance policy issued to the debtor will generally constitute 'property of the estate'"); *In re Stevens*, 130 F.3d 1027, 1029 (11th Cir. 1997) (stating that insurance policy "were property of the Debtors" and, therefore, estate property); *see also In re Fed.-Mogul Glob. Inc.*, 684 F.3d 355, 366 (3d Cir. 2012) ("The Bankruptcy Code expressly contemplates the inclusion of debtor insurance policies in the bankruptcy estate."); *MacArthur Co. v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 837 F.2d 89, 92 (2d Cir. 1988) ("Numerous courts have determined that a debtor's insurance policies are property of the estate, subject to the bankruptcy court's jurisdiction."); *see also Order Approving The Insurance Settlement Agreements*, *In re: Bird Global, Inc.*, *et al*, [ECF 1205], Case No. 23-20514 (Bankr. S.D. Fla. August 1, 2024) at ¶ ZZ (same); Order (I) Approving the Interstate Settlement Agreement, Release and Buyback, (II) Approving the Sale of the Interstate Policies Free and Clear, (III) Enjoining Claims, and (IV) Granting Related Relief, *In re The Roman Catholic Diocese of Syracuse, New York*, Case No. 20-30663-WAK (Bankr. N.D.N.Y. Sept. 24, 2025), ECF 3067 ¶¶ H fn.2, P (finding that the insurance policies and related claims "constitute[] property of the Diocese's estate").

20. Section 363(f) of the Bankruptcy Code provides that a debtor-in-possession may sell property "free and clear of any interest in such property of an entity other than the estate" if at least one of the several conditions enumerated in section 363(f) is satisfied. See 11 U.S.C. § 363(f)(1)–(5). These enumerated conditions are:

1. applicable nonbankruptcy law permits sale of such property free and clear of such interest;
2. such entity consents;
3. such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
4. such interest is in bona fide dispute; or
5. such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest."

11 U.S.C. § 363(f)(1)–(5); *see also Order Approving The Insurance Settlement Agreements*, *In re: Bird Global, Inc.*, *et al*, [ECF 1205], Case No. 23-20514-CLC at ¶ ZZ (same).

21. Several of Section 363(f)'s enumerated conditions are satisfied. For example, consistent with Section 363(f)(1), applicable non-bankruptcy law permits the sale of interests in policies and the barring of other insurers' contribution and indemnity claims, as well as claims by tort claimants. *In re Dow Corning Corp.*, 198 B.R. 214, 245 (Bankr. E.D. Mich. 1996) (noting that "nonbankruptcy law permits the 'sale' . . . of an insured's cause of action against its insurer free and clear of any interest of an injured party whose tort claim would trigger the insurer's duty to defend and indemnify the insured"); *In re WorldCom, Inc. ERISA Litig.*, 339 F. Supp. 2d 561, 572 (S.D.N.Y. 2004) (approving settlement that established a settlement fund and contained a bar order preventing the non-settling defendants from bringing claims for contribution and indemnification against the settling defendants).

22. Section 363(f)(5) is satisfied because any Talc Personal Injury Claimant who establishes a right to recover from the Debtor or FFIC could be compelled to accept a money

satisfaction of such interest. *Commercial Express*, 670 B.R. at 585; *see also In re Sunland, Inc.*, No. 13-13301-tr7, 2014 WL 7011747, at *4 (Bankr. D.N.M. Dec. 11, 2014) (where claimant asserting allegedly insured claim against debtor "would only be entitled to money damages," not injunctive relief, requirements of § 363(f)(5) are satisfied); *In re Delaco Co.*, Case No. 04-10899 (Bankr. S.D.N.Y. July 29, 2005 & Aug. 1, 2005) (orders approving policy buybacks in advance of plan by several insurers in case involving numerous product liability suits). For this reason, numerous courts have approved the sale of insurance policies free and clear of asbestos claims based on Section 363(f)(5). *See, e.g.*, *Commercial Express*, 670 B.R. at 585; *Order Approving The Insurance Settlement Agreements*, *In re: Bird Global, Inc.*, *et al*, Case No. 23-20514-CLC at ¶ ZZ (reciting cases which approved sale of insurance policies involving asbestos claims); *In re Thorpe Insulation Co.*, No. 07-19271 (Bankr. C.D. Cal. Nov. 25, 2008), ECF No. 1676 (approving sale of insurance policies free and clear of asbestos claims pursuant to Section 363(f)(5)); *In re Burns and Roe Enters., Inc.*, No. 00-41610, 2005 Bankr. LEXIS 3173, at *11 (Bankr. D.N.J. Feb. 17, 2005) (same); *In re Flintkote Co.*, No. 04-11300, 2012 Bankr. LEXIS 6006, at *77-84 (Bankr. D. Del. Dec. 21, 2012) (discussing orders approving policy buybacks before confirmation of the plan in case involving various asbestos claims); *In re CFB Liquidating* Corp., No. 01- 5483 (RLE), 2012 WL 3929289, at *8-14 (Bankr. N.D. Cal. Sep. 7, 2012) (confirming plan involving insurance buybacks with various insurers in asbestos case). Policy sales have also been justified pursuant to section 363(f)(4) on facts similar to those in this Chapter 11 Case. *Commercial Express*, 670 B.R. at 585. Moreover, any properly noticed party affected by the sale who has not objected thereto is deemed to consent, satisfying section 363(f)(2). *Id.* at 586.

23. A debtor's sale of property outside of the ordinary course of business should be approved where the debtor establishes that: (i) a sound business purpose justifies the sale; (ii)

adequate and reasonable notice has been provided to interested persons; (iii) the debtor has obtained a fair and reasonable price; and (iv) the sale is in good faith. *See In re Abbotts Dairies of Pa., Inc.*, 788 F.2d 143 (3d Cir. 1986); *see also In re Martin*, 91 F.3d at 395*; In re United Healthcare Sys., Inc.*, No. CIV. A. 97-1159 (NHP), 1997 WL 176574, at *4 (D.N.J. Mar. 26, 1997); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983); *Titusville Country Club v. Pennbank (In re Titusville Country Club)*, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991). Here, all such requirements are satisfied.

i. <u>A Sound Business Purpose Justifies the Sale, and the Debtor Has Obtained a Fair and Reasonable Price</u>

24. Whether there are sufficient business reasons to justify a transaction depends upon the facts and circumstances of each case. *In re United Healthcare Sys.*, 1997 WL 176574, at *5 ("[I]n analyzing the sound business judgment for the sale, the bankruptcy court must look at the facts as they existed at the time of the transaction."); *Lionel*, 722 F.2d at 1071; *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 155 (D. Del. 1999) (approving funding of employee incentive and severance program; business purpose requirement fulfilled because stabilizing turnover rate and increasing morale were necessary to successful reorganization).

25. Here, the Agreement, including the sale of the Purchased Property free and clear of any and all Interests, is supported by sound business reasons. As noted above, the Agreement enables the Debtor to avoid the delay, expense, and uncertainty of litigation with FFIC. The consideration to be realized pursuant to the Agreement is fair and reasonable in light of the Parties' evaluation of their respective positions and their desire to avoid such future delay, expense, and uncertainty. The bulk of the Settlement Amount will be transferred to the Trust to cover expenses

and pay eligible Talc Personal Injury Claims, and thus is an important element of the Debtor's reorganization efforts.

ii. FFIC Is a Good Faith Purchaser of the Purchased Property

26. The Agreement was negotiated by the Parties in good faith, from arm's-length bargaining positions, and without fraud or collusion. Each Party to the Agreement was represented by counsel. *See, e.g., In re Stanford*, 17 F.4th 116, 125 (11th Cir. 2021) (affirming good faith determination under section 363(m) where the sale process and sale were non-collusive, fair and reasonable, and conducted at arm's length); *Order Approving The Insurance Settlement Agreements*, *In re: Bird Global, Inc.*, *et al*, Case No. 23-20514-CLC at ¶ ZZ (finding good faith because "[t]he Insurance Settlement Agreements were each negotiated in good faith and at arm's length and are not collusive or the product of fraud or misconduct").

27. FFIC is a good faith purchaser of the Purchased Property for value within the meaning of Section 363(m) of the Bankruptcy Code and is entitled to the protections thereof. Neither the Debtor nor FFIC have engaged in any conduct that would (i) cause or permit the Agreement, or the sale of the Purchased Property contemplated therein, to be avoided under Section 363(n) of the Bankruptcy Code, (ii) cause or permit any amounts, costs, attorneys' fees, expenses, or punitive damages to be recovered under Section 363(n) of the Bankruptcy Code, or (iii) prevent the application of Section 363(m) of the Bankruptcy Code.

iii. The Debtor Has Provided Adequate and Reasonable Notice of the Motion and Agreement to Interested Persons

28. The Debtor has provided due and adequate notice of the Motion, the Hearing, the Agreement and the subject matter thereof to all parties in interest pursuant to Bankruptcy Rules 2002 and 6004. Such notice was good and sufficient under the particular circumstances, and no further notice is necessary. Without limiting the generality of the foregoing, adequate notice of the

Motion, the Hearing, and the Agreement has been provided, and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded, to all parties-in-interest, including: (a) counsel to all Talc Personal Injury Claimants known to, or reasonably ascertainable by, the Debtor, in accordance with the "Talc Personal Injury Claimant Notice Procedures" described in the *Debtor's Emergency Motion* [Docket No. 7] and authorized on a final basis via order dated March 27, 2026 [Docket No. 196], *provided* that the Debtor shall provide acceptable written notice directly to all *pro se* Talc Personal Injury Claimants, irrespective of the "Talc Personal Injury Claimant Notice Procedures"; (b) all Talc Personal Injury Claimants for whom counsel has provided contact information to the Debtor; (c) all counsel for those Talc Personal Injury Claimants for whom the Debtor has not timely received contact information; (d) the Committee; (e) any Future Claimants' Representative; (f) all other Persons that must be served with written notice under FED. R. BANKR. P. 2002, including all Persons who have filed notices of appearance in the Bankruptcy Case; (g) all Persons known or believed by the Debtor to have provided general or professional liability insurance to the Debtor; (h) to the extent not captured in (g), all Non-Settling Insurers; (i) CMS and all Persons set forth on **Schedule 2** of the Agreement; and (j) to the extent not captured in (a) through (i), all other Persons or Entities known to, or reasonably ascertainable by, the Debtor that are entitled or allegedly entitled to insurance coverage under any of the Policies (including without limitation all Covered Parties and other Stephan Insureds). Further, to ensure the broadest notice possible, the Debtor shall publish notice of the Approval Motion (a) at least twice in (i) USA Today; (ii) Globe and Mail; (iii) Le Journal de Montreal; (b) at least once in (i) Mealey's Litigation Report: Asbestos; and (ii) Mealey's Asbestos Bankruptcy Report; and (c) otherwise in accordance with any order entered by the Bankruptcy Court (collectively, and as defined in the Agreement, the "**Publication Notice**").

29. As set forth in the Agreement, the Paid Amount, remitted by FFIC to Kroll in connection with the Publication Notice, constitutes an "actual, necessary cost[] and expense[] of preserving the estate" under Section 503(b) of the Bankruptcy Code. Without limiting the generality of the foregoing, FFIC's payment to Kroll of the Paid Amount is necessary for such publication and, by extension, consummation of the Sale Transaction and Closing thereon. The Debtor therefore has agreed that FFIC has a Claim against Stephan Co. and the Estate for the Paid Amount, and that such Claim should be allowed as an administrative expense under Section 503(b) of the Bankruptcy Code and accorded priority of payment pursuant to Section 507(a)(2) of the Bankruptcy Code.

C. Approval of the Issuance of the Injunctions

30. Section 105(a) of the Bankruptcy Code provides that "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions" of the Bankruptcy Code.

31. Here, as with environmental asbestos or mass tort cases, an injunction "barring creditors from suing a purchaser of estate assets is sometimes necessary and appropriate to give the 'free and clear' aspect of § 363(f) meaning." *In re Dow Corning Corp.*, 198 B.R. at 245 (citing cases). Therefore, injunctions, such as the ones sought here, "are relatively common with § 363(f) sale orders." *In re Sunland, Inc.*, 2014 WL 7011747, at *5. "In fact, supplemental injunctions have been upheld in the precise scenario present here: the sale of insurance policies [and related claims] back to insurers pursuant to Sections 363(b) and (f) of the Bankruptcy Code." *Order Approving The Insurance Settlement Agreements*, *In re: Bird Global, Inc.*, *et al*, Case No. 23-20514-CLC at ¶ ZZ (citing *Sunland, Inc.*, 2014 WL 7011747, at *5); *see also Johns-Manville Corp.*, 837 F.2d at 93 (approving imposition of injunction in favor of certain insurers under both sections 363 and

105); *In re Caribbean Petrol. Corp.*, No. 12-ap-51001, 2013 WL 950361, at *3 (Bankr. D. Del. Mar. 11, 2013) (quoting with approval channeling injunction previously entered in connection with insurance buyback order); *In re Flintkote Co.*, No. 04-11300 (Bankr. D. Del. July 14, 2010), ECF No. 5173 (approving insurer's buy-back of its policies, and enjoining claims under both sections 363 and 105); *In re Fed.-Mogul Glob., Inc.*, No. 01-10578 (Bankr. D. Del. Nov. 8, 2007), ECF Nos. 13662–69 (approving insurer's buyback of its policies, and enjoining claims under section 105); *In re Burns and Roe Enters., Inc.*, 2005 Bankr. LEXIS 3173 (approving insurer's buy-back of its policies, and enjoining claims under section 105); *In re Trans World Airlines, Inc.*, No. 01-0056, 2001 WL 1820325, at *8 (Bankr. D. Del. Mar. 27, 2001) (approving debtor's sale of estate asset "based on the 'free and clear' language of § 363(f)" and holding that "the injunctive relief in the Sale Order is appropriate under § 105(a) because it is necessary to carry out the effect and purpose of § 363(f)"), aff'd, 322 F.3d 283 (3d Cir. 2003); *In re The Roman Catholic Diocese of Rockville Centre*, 665 B.R. 71, 86 (Bankr. S.D.N.Y. 2024); Order (I) Approving the Interstate Settlement Agreement, Release and Buyback, (II) Approving the Sale of the Interstate Policies Free and Clear, (III) Enjoining Claims, and (IV) Granting Related Relief, *In re the Roman Catholic Diocese of Syracuse, New York*, Case No. 20-30663-WAK (Bankr. N.D.N.Y. Sept. 24, 2025), ECF 3067; Order (I) Approving the Interstate Settlement Agreement, Release and Buyback, (II) Approving the Sale of the Interstate Policies Free and Clear, (III) Enjoining Claims, and (IV) Granting Related Relief, *In re The Diocese of Rochester*, Case No. 19-20905-PRW (Bankr. W.D.N.Y. Jul. 21, 2025), ECF 3265; Hearing Transcript of Proceedings on June 18, 2025, pp. 54:25-59:8, *In re The Diocese of Rochester*, Case No. 19-20905, (Bankr. W.D.N.Y. Jun. 24, 2025), ECF 3219.

32. Issuing the Settling Insurer Injunction under Section 105(a) of the Bankruptcy Code (as set forth in paragraph 20 of the proposed Approval Order (annexed hereto as Annex II)) is necessary to give effect to the sale of the Purchased Property to FFIC free and clear of Interests under Section 363(f) of the Bankruptcy Code. Without the protection of the Settling Insurer Injunction, FFIC may, notwithstanding the Agreement and payment of the Settlement Amount, be unfairly subject to claims brought under the FFIC Policies. The Settling Insurer Injunction therefore is a necessary prerequisite for FFIC's entry into the Agreement, and FFIC will not consummate the sale of the Purchased Property (or pay the Settlement Amount) without issuance of the Settling Insurer Injunction.

33. This Court has found that such an injunction is appropriate in the context of policy sales and that the Supreme Court's opinion in *Harrington v. Purdue Pharma L.P.*, 603 U.S. 204 (2024), does not affect long-standing Eleventh Circuit authority permitting such injunctions and/or bar orders. *See Commercial Express*, 670 B.R. at 585-592 (citing *In re Munford, Inc.*, 97 F.3d 449 (11th Cir. 1996)). As this Court explained in *Commercial Express*, it is not alone in holding that bar orders are still permitted when necessary to a sale or settlement concerning property of the estate, with at least three other bankruptcy courts holding that *Purdue* "does not preclude [courts] from entering injunctive relief in the form of a bar order when necessary to monetize a debtor's insurance policies." *Id.* at 586 (citing *In re Hopeman Bros., Inc.*, 667 B.R. 101, 106 (Bankr. E.D. Va. 2025); *Order Approving The Insurance Settlement Agreements*, *In re: Bird Global, Inc.*, [ECF 1205], Case No. 23-20514-CLC at ¶ ZZ (same); *In re Roman Catholic Diocese of Rockville Centre*, 665 B.R. 71, 88 (Bankr. S.D.N.Y. 2024). Other courts have reached the same conclusion. *See, e.g.*, Order (I) Approving the Interstate Settlement Agreement, Release and Buyback, (II) Approving the Sale of the Interstate Policies Free and Clear, (III) Enjoining Claims, and (IV)

Granting Related Relief, *In re the Roman Catholic Diocese of Syracuse, New York*, Case No. 20-30663-WAK (Bankr. N.D.N.Y. Sept. 24, 2025), ECF 3067; Order (I) Approving the Interstate Settlement Agreement, Release and Buyback, (II) Approving the Sale of the Interstate Policies Free and Clear, (III) Enjoining Claims, and (IV) Granting Related Relief, *In re The Diocese of Rochester*, Case No. 19-20905-PRW (Bankr. W.D.N.Y. Jul. 21, 2025), ECF 3265.

WHEREFORE, for the reasons set forth above, the Debtor requests that the Court enter the accompanying Approval Order granting the relief requested herein, including (i) approving the Agreement in its entirety; (ii) authorizing the Debtor to enter into the Agreement; (iii) authorizing the sale of the Purchased Property to FFIC pursuant to the terms and conditions of the Agreement, free and clear of all Interests; (iv) issuing the Settling Insurer Injunction under Section 105(a) and 363(f) of the Bankruptcy Code; and (v) granting such other and further relief as this Court deems just and proper.

Dated: April 22, 2026

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Counsel to the Debtor and Debtor in Possession

Exhibit A

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
www.flmb.uscourts.gov

In re: THE STEPHAN CO., Debtor.[1]	Chapter 11 Case No. 8:25-bk-08937-CPM

ORDER GRANTING MOTION PURSUANT TO SECTIONS 105(a) AND 363 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 6004 AND 9019(a) FOR AN ORDER (I) APPROVING THE FFIC SETTLEMENT AGREEMENT, RELEASE AND POLICY BUYBACK, (II) APPROVING THE SALE OF THE FFIC POLICIES FREE AND CLEAR, (III) ENJOINING CLAIMS, AND (IV) GRANTING RELATED RELIEF

THIS CASE came before the Court for hearing on [______________] at [____________] on the *Motion pursuant to Sections 105(A) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 9019(A) for an Order (I) Approving the FFIC Settlement Agreement, Release and Policy Buyback, (II) Approving the Sale of the FFIC Policies Free and Clear, (III) Enjoining Claims, and (IV)* [Doc. No.] ("**Motion**")[2] filed by The Stephan Co., the debtor-in-possession in the above-captioned Chapter 11 case ("**Debtor**"), together with the *Declaration of Henry Jacobi, Debtor's Chief Executive Officer, in Support of Debtor's Motion Pursuant to Sections 105(a) and*

[1] The last four digits of the Debtor's federal tax identification number are 6812. The Debtor's mailing address is 2211 Reach Road, Suite B4, Williamsport, Pennsylvania 17701.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as defined below).

363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 9019(a) for an Order (I) Approving the FFIC Settlement Agreement, Release and Policy Buyback, (II) Approving the Sale of the FFIC Policies Free and Clear, (III) Enjoining Claims, and (IV) Granting Related Relief (the "**Jacobi Declaration**"), attached to the Motion as **Annex II**, seeking entry of an order approving the settlement agreement, releases, insurance policy buyback, and related injunction-in-aid ("**Settlement**") by and among the Debtor (on behalf of itself and the Additional Insureds), Fireman's Fund Insurance Company, and Fireman's Fund Insurance Company of Wisconsin (collectively, "**FFIC**"), pursuant to Sections 105(a) and 363 of Title 11 of the United States Code ("**Bankruptcy Code**") and Rules 2002(a)(2), 6004, and 9019 of the Federal Rules of Bankruptcy Procedure ("**Bankruptcy Rules**"), in each case as described in the Motion and the Settlement Agreement, Release, and Policy Buyback attached to the Motion as **Exhibit A** (the "**Agreement**"); and the Court having reviewed the Motion and the Agreement; and it appearing that due and adequate notice of the Motion and Agreement having been given to all Persons entitled thereto, and that no other or further notice need be given; and the Court having held a hearing (the "**Sale Hearing**") to consider the relief requested in the Motion; and upon the record of the Sale Hearing; and, after due deliberation, including, without limitation, for the reasons stated by the Court on the record of the Sale Hearing, it appearing that the relief requested in the Motion and granted herein is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and good sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. This Court has jurisdiction over the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the *Order of Reference* from the United States District Court for the Middle District of Florida dated as of October 29, 2024, as amended and in effect. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of this case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are Sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 9019.

C. Proper, timely, adequate and sufficient notice of the Sale Hearing and Motion and the relief requested therein, including, without limitation, the Settlement and the transactions described in the Agreement, including, without limitation, issuance of the injunction-in-aid referenced in the Agreement and the Motion (all such transactions being collectively referred to, for convenience, as the "**Sale Transaction**") has been provided in accordance with all applicable provisions of the Bankruptcy Code and the Bankruptcy Rules to all interested Persons, including, without limitation: (i) counsel to all Talc Personal Injury Claimants known to, or reasonably ascertainable by, the Debtor, in accordance with the "Talc Personal Injury Claimant Notice Procedures" described in the *Debtor's Emergency Motion* [Dkt. 7] and authorized on a final basis by order dated March 27, 2026 [Dkt. 196]; (ii) all *pro se* Talc Personal Injury Claimants, along with all other Talc Personal Injury Claimants for whom counsel has provided contact information to the Debtor; (iii) counsel for all Talc Personal Injury Claimants for whom the Debtor has not received contact information from counsel; (iv) the Committee; (v) any Future Claimants' Representative; (vi) all other Persons that must be served with written notice under FED. R. BANKR. P. 2002, including all Persons who have filed notices of appearance in the Bankruptcy Case; (vii) all Persons known or believed by the Debtor to have provided general or professional liability insurance to the Debtor; (viii) to the extent not captured in (v), all Non-Settling Insurers; (ix) CMS (as defined below) and all Persons set forth on **Schedule 2** of the Agreement; and (x) to the extent not captured in (i) through (ix), all other Persons or Entities known to, or reasonably ascertainable by, the Debtor that are entitled or allegedly entitled to insurance coverage under any of the Policies (including without limitation all Covered Parties and other Stephan Insureds). The Publication Notice, containing information regarding the Sale Transaction and the Sale Hearing, was published as follows: (y) on ______ and ______, 2026 in (1) USA Today, (2) Globe and Mail, (3) Le Journal de Montreal; and (z) on ______, 2026 in (1) Mealey's Litigation Report: Asbestos and (2) Mealey's Asbestos Bankruptcy Report, all as set forth in the Motion. The notices described above were good, sufficient, and appropriate under the circumstances, and no other notice of the Motion or Sale Hearing is required.

D. The Paid Amount, remitted by FFIC to Kroll in connection with the Publication Notice, constitutes "an actual, necessary cost[] and expense[] of preserving the estate" under Section 503(b) of the Bankruptcy Code. Without limiting the generality of the foregoing, the Estate lacked sufficient funds to reimburse Kroll for publication of the Publication Notice, such that FFIC's payment to Kroll of the Paid Amount was necessary for such publication and, by extension, consummation of the Sale Transaction and Closing thereon. FFIC's agreed Claim against Stephan Co. and the Estate for the Paid Amount therefore should be allowed as an administrative expense under Section 503(b) of the Bankruptcy Code and accorded priority of payment pursuant to Section 507(a)(2) of the Bankruptcy Code.

E. The disclosures made by the Debtor concerning the Agreement, the Sale Transaction, and the Sale Hearing were good, complete, and adequate.

F. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested Persons.

G. The Debtor has full corporate power and authority to consummate the Sale Transaction pursuant to the Agreement and all other documents contemplated thereby, and no consents or approvals, other than those expressly provided for in the Agreement, are required for the Debtor to consummate the Sale Transaction.

H. Approval of the Agreement and consummation of the Sale Transaction are in the best interests of the Debtor's estate, its creditors (specifically including the Talc Personal Injury Claimants), and other parties-in-interest, including because the proceeds of and from the Sale Transaction will benefit Talc Personal Injury Claimants.

I. The Debtor has demonstrated (i) good, sufficient, and sound business purpose and justification and compelling circumstances for the Sale Transaction pursuant to Section 363(b) of the Bankruptcy Code and (ii) that the Sale Transaction is fair, reasonable, and in the best interests of the Debtor's estate and creditors pursuant to Bankruptcy Rule 9019. Among other things, the Debtor has demonstrated that: the Agreement, and closing thereon, is necessary and appropriate to realize the value of the Purchased Property[3] and maximize the value of the Debtor's estate; the probability of success for the Debtor's estate in litigation over the matters resolved by the Agreement is uncertain; litigation of the matters resolved by the Agreement would be complex and costly to the Debtor's estate; and the Settlement Amount is within the reasonable range of potential litigation outcomes. The Sale Transaction constitutes a reasonable and sound exercise of the

[3] "**Purchased Property**" as used herein means both (i) the Policies and (ii) the Extra-Contractual Claims of the Debtor and the Extra-Contractual Claims of the Additional Insureds, all as defined in the Agreement.

Debtor's business judgment and its powers and duties under applicable law and should be approved.

J. The Agreement was negotiated, proposed, and entered into without collusion, in good faith, and from arm's length bargaining positions. FFIC is not an "insider" or "affiliate" of the Debtor, as those terms are defined in the Bankruptcy Code. Neither the Debtor nor FFIC has engaged in any conduct that would: (i) cause or permit the avoidance of the Agreement or the consummation of the Sale Transaction under Section 363(n) of the Bankruptcy Code; (ii) cause or permit the imposition of any costs or damages (including without limitation attorneys' fees or punitive damages) under Section 363(n) of the Bankruptcy Code; or (iii) prevent the application of Section 363(m) of the Bankruptcy Code.

K. FFIC is a good faith purchaser of the Purchased Property under Section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby, in that, among other things: (i) all payments to be made by or to FFIC, and other agreements or arrangements entered into by FFIC, in connection with the Sale Transaction have been disclosed; (ii) FFIC neither induced nor caused the Debtor's Chapter 11 filing; (iii) the negotiation and execution of the Agreement and any other agreements or instruments related thereto was in good faith and at the arm's length, and all Parties to the Agreement were, or had the opportunity to be, represented by counsel; and (iv) FFIC has not violated Section 363(n) of the Bankruptcy Code by any action or inaction. FFIC has at all times acted in good faith with respect to the Agreement and will continue to be acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code in closing the Sale Transaction.

L. The terms and conditions of the Agreement are fair and reasonable. The Settlement Amount provided by FFIC pursuant to the Agreement (i) is fair and reasonable; (ii) monetizes the Purchased Property at the highest and best amount; (iii) will provide a higher and more certain recovery for the Debtor's creditors than would be provided by any other practical available alternative given the complexity, cost, and uncertainty of such alternatives; and (iv) constitutes reasonably equivalent value (as those terms are defined in each of the Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and Section 548 of the Bankruptcy Code) and fair consideration under the Bankruptcy Code and applicable non-bankruptcy law. The Settlement Amount is within the reasonable range of potential litigation outcomes, and the Debtor's determination to accept the Settlement Amount and otherwise enter into the Agreement is a valid and sound exercise of the Debtor's business judgment and consistent with the Debtor's fiduciary duties.

M. FFIC: (i) is not a mere continuation of the Debtor or its estate, nor is there any continuity of enterprise between FFIC and the Debtor or any other Stephan Insured; (ii) is not holding itself out to the public as a continuation of the Debtor or any other Stephan Insured; and (iii) is not a successor to the Debtor, its estate, or any other Stephan Insured for any purpose, and the Sale Transaction does not amount to a consolidation, merger, or *de facto* merger of FFIC and any of the Stephan Insureds.

N. The Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. Neither FFIC nor the Debtor is fraudulently entering into the Sale Transaction.

O. The transfer of the Purchased Property to FFIC (i) does not constitute an avoidable transfer under the Bankruptcy Code or under other applicable bankruptcy or non-bankruptcy law and (ii) does not and will not subject FFIC to any liability whatsoever with respect to the Debtor's operation prior to the closing of the Sale Transaction (the "**Closing**").

P. FFIC has agreed to purchase the Purchased Property pursuant to its Agreement and this Order; FFIC has not agreed to purchase, and is not purchasing, any other assets of the Debtor's estate. FFIC has not agreed to assume, and after Closing shall have no obligations with respect to, any liabilities of the Debtor, its subsidiaries or affiliates, the other Stephan Insureds, or any Covered Parties. Without limiting the generality of the foregoing, FFIC: (i) is not assuming and shall have no liability for any Claims arising from or relating to Talc Personal Injury Claims, the Purchased Property, or the Bankruptcy Case; and (ii) is not assuming and shall have no liability with respect to the Debtor's, any Covered Party's, or any other Stephan Insured's obligations to Talc Personal Injury Claimants, any other creditors, future claimants (including without limitation Unknown Talc Personal Injury Claims), or the Debtor's, any Covered Party's, or any Stephan Insured's employees, in each case, by reason of the purchase of the Purchased Property under the Agreement.

Q. The Purchased Property constitutes property of the Debtor's estate, and the Debtor is the lawful owner of the Purchased Property and holds good title thereto. Without limiting the generality of the foregoing, this Court expressly finds that the Debtor is the only insured under the Policies and that no other Person (including without limitation any putative Stephan Insured or Covered Party) has any cognizable Claim for, or entitlement to, any coverage or other benefits of or under the Policies (including without limitation any defense or indemnity benefit actually or allegedly contemplated by the Policies). The transfer of the Purchased Property to FFIC pursuant to the Agreement will be a legal, valid, binding, and effective transfer of the Purchased Property, and will vest FFIC with all right, title, and interest of the Debtor and Additional Insureds in and to the Purchased Property, in each case free and clear of all Interests (as defined below, and including, without limitation, any Interests of the Stephan Insureds, Covered Parties, other named or additional insureds or assureds, or those with direct action rights against the Purchased Property). After Closing, FFIC shall have no liability for any Claims against or liabilities of the Debtor, its estate, or the other Stephan Insureds or Covered Parties. Without limiting any of the foregoing, the Debtor and FFIC have agreed that, upon the occurrence of the Settlement Agreement Effective Date and payment of the Settlement Amount by FFIC, the Purchased Property (i) shall, immediately prior to the buyback, be amended to include the Time Bar Exclusion and Cancellation Endorsement and (ii) immediately thereafter shall be deemed void *ab initio*, terminated, extinguished, and of no further force and effect, and all coverage thereunder shall be deemed fully exhausted.

R. The Debtor may sell the Purchased Property free and clear of all, liens, interests, obligations, rights, encumbrances, pledges, mortgages, deeds of trust, security interests, Claims (including, without limitation, any "claim" as defined in Section 101(5) of the Bankruptcy Code), leases, possessory leasehold interests, charges, options, rights of first refusal or option to purchase any real property, easements, servitudes, transfer restrictions under any agreement, judgments, hypothecations, demands, licenses, sublicenses, assignments, debts, obligations, guaranties, options, contractual commitments, restrictions, environmental liabilities, options to purchase, and options, in each case of whatever kind, nature, or description in, against, or with respect to any of the Purchased Property, having arisen, existed or accrued prior to and through closing of the Sale

Transaction, whether direct or indirect, absolute or contingent, choate or inchoate, fixed or contingent, matured or unmatured, liquidated or unliquidated, arising or imposed by agreement, understanding, law, equity, statute, or otherwise and whether arising prior to, on, or after the Petition Date, including without limitation Talc Personal Injury Claims, Coverage Claims, and all other Barred Claims (collectively, and including all "interests" as the term is used in Bankruptcy Code Section 363, "**Interests**") because one or more of the standards set forth in Bankruptcy Code Section 363(f)(1) – (5) has been satisfied with regard to each such Interest. Without limiting the generality of the foregoing: (i) non-Debtor parties with Interests in or with respect to the Purchased Property who did not object, or who withdrew their objections to the Sale Transaction or the Motion have waived their right to object to the sale of the Purchased Property free and clear of such non-Debtor parties' Interests in the Purchased Property pursuant to Section 363(f)(2) of the Bankruptcy Code and are deemed to have consented thereto; and (ii) non-Debtor parties with Interests in or with respect to the Purchased Property who objected to the Motion and did not withdraw any such objection (a) are the holders of Interests subject to *bona fide* dispute under Bankruptcy Code Section 363(f)(4) and/or (b) can be compelled to accept a monetary satisfaction of their Interests within the meaning of Section 363(f)(5) of the Bankruptcy Code.

S. If the sale of the Purchased Property were not free and clear of Interests, or if the FFIC Released Parties would, or in the future could, be liable for any of the Interests, FFIC would not have entered into the Agreement and would not consummate the Sale Transaction or pay the Settlement Amount, thus adversely affecting the Debtor, its estate, and its creditors (including, without limitation, the Talc Personal Injury Claimants).

T. Issuing a supplemental injunction under Section 105(a) of the Bankruptcy Code as provided herein is essential to give effect to the sale of the Purchased Property to FFIC and this Order's approval of such sale free and clear of Interests pursuant to Section 363(f) of the Bankruptcy Code. The Settling Insurer Injunction set forth in Paragraph 20 below not only is a necessary prerequisite for FFIC's assent to the terms and conditions of its Agreement, such that FFIC will not consummate the Sale Transaction or pay the Settlement Amount in the absence of such an injunction from this Court, but also is warranted to ensure compliance with this Order.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The Motion is granted and approved as set forth herein.

2. The findings of fact set forth above and conclusions of law stated herein, in addition to any findings of fact and conclusions of law stated by the Court at the Sale Hearing, shall constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to the Motion pursuant to Bankruptcy Rule 9014. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.

3. Any and all objections, if any, to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are hereby overruled on the merits with prejudice, and in each case the Person asserting the objection or reservation of rights is enjoined from taking any action against the FFIC Released Parties to recover any Claim which such objecting Person has solely against the Debtor, its estate,

or any other Stephan Insured or Covered Party. Those parties who did not object or who withdrew their objections to the Motion are deemed to have consented to the relief granted herein, pursuant to Section 363(f)(2) of the Bankruptcy Code. For the avoidance of doubt, nothing in this Paragraph 3 shall be interpreted to enjoin any party's right, if any, to appeal this Order.

Approval of the Agreement

4. The Agreement is approved in its entirety, pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019. Without limiting the generality of the foregoing, the settlement and mutual release of Claims as set forth in the Agreement is hereby approved pursuant to Bankruptcy Rule 9019. All factors set forth in *Wallis v. Justice Oaks II, Ltd. (In re Justice Oaks II, Ltd.)*, 898 F.2d 1544 (11th Cir. 1990), either weigh in favor of the Agreement or do not apply.

5. Pursuant to Section 363(b) of the Bankruptcy Code, the Debtor is authorized to consummate the Sale Transaction under and in accordance with the terms and conditions of the Agreement, and the Debtor shall at all times act in accordance with the terms thereof.

6. The Parties are authorized to execute and deliver, and empowered to perform under, consummate, and implement the Agreement, together with all additional instruments and documents that may be reasonably necessary, convenient, or desirable to implement the Agreement and consummate the Sale Transaction pursuant thereto and effectuate the provisions of this Order and the transactions approved hereby, and to take all further actions as may be requested by FFIC for the purpose of assigning, transferring, granting, conveying, and conferring to FFIC or reducing to FFIC possession, the Purchased Property, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement.

7. FFIC is authorized and directed to pay the respective Settlement Amount pursuant to, and subject to the satisfaction of all terms and conditions of the Agreement.

8. The Settlement Amount provided by FFIC for the Purchased Property constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia.

9. No FFIC Released Party shall be required to seek or obtain relief from the automatic stay under Section 362 of the Bankruptcy Code to enforce any of its or their rights or remedies under the Agreement or any other document related to the Agreement or the Sale Transaction. The automatic stay imposed by Section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Order; *provided*, *however*, that this Court shall retain jurisdiction over any and all disputes with respect thereto.

10. The Administrative Claim of FFIC (in the amount of $_______) shall be, and hereby is, (a) allowed for all purposes as a Section 503(b) administrative expense of Stephan Co. and the Estate and (b) entitled to priority of payment under Section 507(a)(2) of the Bankruptcy Code. For the avoidance of doubt, but without limiting the generality of the foregoing, FFIC shall not be required to take any action whatsoever (including, by way of example and not limitation, filing a motion, application, or proof of claim) to secure allowance of, or payment on, the

Administrative Claim; Stephan Co. is authorized and directed to pay the Administrative Claim in full by no later than 30 days from the date hereof.

11. This Order shall be binding in all respects upon: (a) the Debtor and its Related Persons; (b) the Debtor's estate and the reorganized Debtor; (c) the other Stephan Insureds; (d) all creditors (including without limitation all Talc Personal Injury Claimants); (e) all holders of Interests whether known or unknown (including but not limited to any Non-Settling Insurers and Covered Parties) against or on all or any portion of the Purchased Property; (f) the FFIC Released Parties; (g) the Purchased Property; (h) any Future Claimants' Representative; (i) any trustee that may be subsequently appointed in the Bankruptcy Case, whether pursuant to any plan of reorganization or liquidation (including without limitation the Trustee appointed under the Plan), under Section 1104 of the Bankruptcy Code, or upon a dismissal or conversion of this Bankruptcy Case under Chapter 7 of the Bankruptcy Code; and (j) all Persons and Entities receiving notice (or deemed to have received notice pursuant to this Order) of the Motion or the Sale Hearing. The Agreement shall be binding in all respects upon: (y) the Debtor, its Related Persons, its estate, and the reorganized Debtor; and (z) any trustee that may be subsequently appointed in the Bankruptcy Case, whether pursuant to any plan of reorganization or liquidation (including without limitation the Trustee appointed under the Plan), under Section 1104 of the Bankruptcy Code, or upon a dismissal or conversion of this Bankruptcy Case under Chapter 7 of the Bankruptcy Code.

Transfer of the Assets

12. The conditions of Section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtor may sell the Purchased Property free and clear of any Interests therein.

13. Pursuant to Sections 105 and 363(b) and (f) of the Bankruptcy Code, Bankruptcy Rule 9019, applicable Florida State law, the Jacobi Declaration in support of the Motion, and the record of the Sale Hearing, the Debtor has set forth the legal authority necessary to support this Court's findings herein.

14. Pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, the Purchased Property and the Debtor's and Additional Insureds' rights, title, and interest therein shall upon Closing be transferred to FFIC, free and clear of all Interests (including without limitation the Interests of any Stephan Insureds and any Covered Parties), and all such Interests are unconditionally and forever released and extinguished as against the Purchased Property. Without limiting the generality of the foregoing, the sale of the Purchased Property under the Agreement shall be free and clear of all Talc Personal Injury Claims, Barred Claims (including Channeled Claims), Coverage Claims, Inbound Contribution Claims, Insurer Contribution Claims, Medicare Claims, Related Insurance Claims, Direct Action Claims, and any other Claims arising from or related in any way to a Personal Injury Talc Claim or any portion of the Purchased Property.

15. Upon Closing, all Persons (and their respective successors and assigns), including but not limited to all governmental, tax, and regulatory authorities, Stephan Insureds (including the Debtor), Entities, Covered Parties, Non-Settling Insurers, Personal Injury Talc Claimants, and trade and other creditors, holding Interests (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated) against, in, or with respect to the Purchased Property, including, without limitation, such Interests arising or accruing

under or out of, in connection with, or in any way relating to the transfer of the Purchased Property to FFIC, hereby are forever barred, estopped, and permanently enjoined from asserting such Person's or Entity's Interests against the Purchased Property or the FFIC Released Parties. Effective upon Closing, none of the FFIC Released Parties shall have any liability for any Claims (a) against the Debtor, its estate, or any of the Covered Parties or other Stephan Insureds or (b) in respect of the Purchased Property.

16. The transfer of the Purchased Property to FFIC pursuant to the Agreement constitutes a legal, valid, and effective transfer of the Purchased Property, and shall vest FFIC with all right, title, and interest of the Debtor and Additional Insureds in and to the Purchased Property. Upon the occurrence of the Settlement Agreement Effective Date and payment of the Settlement Amount by FFIC, the Policies shall, immediately prior to the buyback, be amended to include the Time Bar Exclusion, and Cancellation Endorsement; immediately thereafter, the Policies shall be terminated and no longer in force or effect, exhausted in retrospect as to all coverages, and all Interests the Debtor or any other Person or Entity (including without limitation any of the other Stephan Insureds or Covered Parties) may have had, may presently have, or may in the future have, in such Purchased Property are released and extinguished, and all such Persons and Entities (including without limitation the Debtor, other Stephan Insureds, and all Covered Parties) hereby are forever barred, estopped, and permanently enjoined from asserting any such Interest against the Purchased Property and/or the FFIC Released Parties. FFIC's payment of the Settlement Amount constitutes full and complete performance of any and all obligations under the Purchased Property, including without limitation any performance owed to the Debtor, any other Stephan Insured, or any Covered Party, and exhausts all limits of liability of the Purchased Property.

17. Upon occurrence of the Settlement Agreement Effective Date:

(a) all Interests the Debtor and/or its Related Persons (including the Additional Insureds and, to the maximum extent permitted by law, the other Stephan Insureds) may have had, may presently have, or in the future may have in the Purchased Property, as applicable, are released pursuant to the terms of the Agreement; and

(b) the Debtor, on its own behalf and on behalf of the other Stephan Insureds, accepts the Settlement Amount in full and complete satisfaction of FFIC's past, present, and future obligations, including, without limitation, any obligations to the Debtor or any other Stephan Insured under such Purchased Property or arising therefrom, as to any and all Claims for insurance coverage or policy benefits of any nature whatsoever arising out of or related in any way to such Purchased Property (including Coverage Claims), whether legal or equitable, known or unknown, suspected or unsuspected, fixed or contingent, and regardless of whether such Claims arise from, relate to, or are in connection with the Talc Personal Injury Claims, Barred Claims, or otherwise.

No Successor Liability

18. The transfer of the Purchased Property to FFIC shall not result in any FFIC Released Parties or the Purchased Property having any of the following: (a) any liability or responsibility for Interests in or Claims against the Debtor or against an insider of the Debtor; (b)

any liability whatsoever with respect to, or any obligation to satisfy in any manner, whether at law or in equity, whether by payment, setoff, or otherwise, directly or indirectly, any Claims or Interests; or (c) any liability or responsibility to the Debtor except as is expressly set forth in the Agreement.

19. Without limiting the generality of the foregoing, none of the FFIC Released Parties shall have any successor or vicarious liabilities of any kind or character, including, but not limited to, under any theory of antitrust, environmental, successor or transferee liability, labor law, successor or successor employer liability, *de facto* merger or joint venture, mere continuation or substantial continuity, whether known or unknown as of Closing, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated, including, but not limited to, liabilities on account of warranties, intercompany loans and receivables between the Debtor and any non-debtor subsidiary or affiliate (including, without limitation, any other Stephan Insured), liabilities relating to or arising from any environmental laws, and any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the Purchased Property prior to Closing.

Settling Insurer Injunction

20. Pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, and in consideration of the undertakings of FFIC pursuant to the Agreement, including FFIC's purchase of the Purchased Property free and clear of all Claims and Interests pursuant to Section 363(f) of the Bankruptcy Code as provided herein, any and all Persons and Entities that have held, now hold, or who may in the future hold any Claims or Interests (including without limitation all debt holders, all equity holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, Talc Personal Injury Claimants, Covered Parties, the Debtor, any Stephan Insureds, any other additional insureds or assureds or named insureds or assureds, Non-Settling Insurers, and all others holding Claims or Interests of any kind or nature whatsoever, including, without limitation, those Claims released or to be released pursuant to the Agreement), which Claims or Interests are under, arise out of, relate to, or connect in any way with a Talc Personal Injury Claim or any of the Purchased Property, including, without limitation, (a) Talc Personal Injury Claims, Unknown Talc Personal Injury Claims, Coverage Claims, Inbound Contribution Claims, Insurer Contribution Claims, Related Insurance Claims, Direct Action Claims, Tort Actions, and all other Channeled Claims, (b) the payment of any of the Claims identified previously, including, without limitation, Medicare Claims, and (c) all other Barred Claims or Interests, are, to the maximum extent permitted by law, hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce or attempt to assert or enforce any such Claim or Interest against any of (x) the FFIC Released Parties, (y) the assets or property of any FFIC Released Parties, or (z) the Purchased Property, including by:

(i) commencing or continuing in any manner any action or other proceeding of any kind against any FFIC Released Parties or against any of their respective property or assets;

(ii) enforcing, attaching, collecting, or recovering, or seeking to accomplish any of the preceding, by any manner or means, any judgment, award, decree, or order against any FFIC Released Parties or against any of their property or assets;

(iii) creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind against any FFIC Released Parties or against their respective property or assets;

(iv) asserting, implementing, or effectuating any such Claim of any kind against: (A) any obligation due to any of the FFIC Released Parties, (B) any of the FFIC Released Parties, or (C) the property or assets of any FFIC Released Parties;

(v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of this Order; and

(vi) asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any FFIC Released Parties or against their respective property or assets.

The actions described in this Paragraph 20 are "**Enjoined Actions**," and the injunction set forth herein is the "**Settling Insurer Injunction**." The Settling Insurer Injunction shall be a permanent injunction against the Enjoined Actions and may not be modified, dissolved, or terminated.

21. The Settling Insurer Injunction shall be effective upon the occurrence of the Settlement Agreement Effective Date and FFIC's payment of the Settlement Amount pursuant to the terms of the Agreement. In a successful action to enforce this Settling Insurer Injunction in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

22. The Settling Insurer Injunction shall not enjoin (a) the right of any Person or Entity against the Trust or a Non-Settling Insurer, or (b) the Trustee from enforcing the Trust Documents.

Additional Provisions

23. From and after the date hereof, no Person or Entity shall take or cause to be taken any action that would adversely affect or interfere with the transfer of the Purchased Property to FFIC in accordance with the terms of the Agreements and this Order.

24. This Court hereby retains jurisdiction, regardless of whether a Chapter 11 plan has been confirmed in the Bankruptcy Case and consummated and irrespective of the provisions of any such plan or order confirming such plan, to enforce and implement the terms and provisions of the Agreement, all amendments thereto, any waivers and consents thereunder, and of any agreement(s) executed in connection therewith in all respects, including but not limited to retaining jurisdiction to: (a) compel delivery of the Purchased Property to FFIC in accordance with the terms of the Agreement; (b) resolve any dispute, controversy, or claim arising under or related to the Agreement, or the breach thereof; and (c) interpret, implement, and enforce the provisions of this Order and resolve any disputes related thereto.

25. Nothing contained in any plan confirmed in the Bankruptcy Case or any order of this Court confirming such plan shall conflict with or derogate from the provisions of the Agreement or the terms of this Order.

26. This Order shall not limit or preclude the entry or effectiveness of any additional releases or injunctions that may be granted protecting the FFIC Released Parties in connection with, or as part of, any order confirming a Chapter 11 plan.

27. The transactions contemplated by the Agreement are undertaken by FFIC in good faith, as that term is used in Section 363(m) of the Bankruptcy Code. FFIC is a good faith purchaser of the Purchased Property and is entitled to all the protections afforded by Section 363(m) of the Bankruptcy Code. Accordingly, any reversal or modification on appeal of the authorization provided herein to consummate the Sale Transaction shall not affect the validity of the Sale Transaction to FFIC.

28. FFIC has given substantial consideration under the Agreement for the benefit of the Debtor, its estate, and creditors, along with the other Stephan Insureds and Covered Parties. Such consideration given by FFIC constitutes valid and valuable consideration for the Purchased Property and the releases set forth in the Agreement, including, without limitation, the extinguishment and release of all Interests pursuant to this Order. The consideration provided by FFIC for the Purchased Property under the Agreement is fair and reasonable; accordingly, the purchase may not be avoided under Section 363(n) of the Bankruptcy Code.

29. The terms and provisions of the Agreement and this Order shall be binding notwithstanding any subsequent appointment of any Trustee(s), examiner(s), or receiver(s) under any Chapter of the Bankruptcy Code or any other law; and all such provisions and terms shall likewise be binding on such Trustee(s), examiner(s), or receiver(s) and shall not be subject to rejection or avoidance by the Debtor, its estate, its creditors, or any examiner(s) or receiver(s).

30. The failure specifically to include any particular provision of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Agreement and the Parties' performance thereof be authorized and approved in its entirety.

31. Pursuant to the provisions of the Agreement, the Debtor and FFIC each are authorized to take, or cause to be taken, all appropriate action to do, or cause to be done, all things necessary, proper, or advisable under applicable law or otherwise to consummate and make effective the transactions contemplated by the Agreement.

32. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

33. All obligations of the Debtor under the Agreement shall be deemed administrative expenses of the estate under Sections 503(b) and 507(a)(1) of the Bankruptcy Code.

34. Each and every federal, state, and local governmental agency or department is hereby directed to accept this Order in lieu of any document necessary to consummate the transactions contemplated by the Agreement and this Order.

35. The Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the Parties, in a writing signed by the applicable Parties, and in accordance with the terms thereof, without further order of this Court; *provided* that

such modification, amendment, or supplement does not constitute a material change to the relief sought in the Motion and approved by this Order.

Annex I

Settlement Agreement

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SETTLEMENT AGREEMENT, RELEASE, AND POLICY BUYBACK

This Settlement Agreement, Release, and Policy Buyback ("**Settlement Agreement**") is hereby made by, between, and among (a) The Stephan Company ("**Stephan Co.**") on behalf of itself and on behalf of (collectively, as follows, the "**Additional Insureds**") 614 Barber Supply, Inc., American Manicure, Inc., Appleton Barber Supply, Bowman Beauty & Barber Supply, Inc., Bowman NBS, Inc., Columbus Barber Supply, Foxy Products, Inc., Lee Stafford Beauty Group, Inc., Major Advance, Inc., MD Barber Supply, MD Barber Supply, LLC, Morris Flamingo, Morris Flamingo-Stephan, Inc., Nationwide-Stephan, Inc., Norva Barber Supply, Old 97 Company, Scientific Research Products, Inc. of Delaware, Simply Organics Beauty Products, Inc., Sorbie Acquisition Company, Sorbie Distributing Corporation, Stephan & Co, Inc., Stephan Distributing, Inc., Trevor Sorbie of America, Inc., Trevor Sorbie S.A., Inc., Williamsport Barber and Beauty Supply Corp., and Williamsport Bowman Barber Supply; and (b) Fireman's Fund Insurance Company on behalf of itself and for Fireman's Fund Insurance Company of Wisconsin ("**FFIC**"). Stephan Co., on behalf of itself and on behalf of the Additional Insureds, and FFIC are collectively the "**Parties**" and each a "**Party**" to this Settlement Agreement.

RECITALS:

WHEREAS, certain Talc Personal Injury Claims (as defined in Section 1.1.58 below) have been brought, and in the future may be asserted, against a Stephan Insured (as defined in Section 1.1.56 below), seeking damages and other relief for bodily injury;

WHEREAS, FFIC issued, allegedly issued, or may have issued certain liability insurance Policies (as defined in Section 1.1.46 below);

WHEREAS, asserted disputes between Stephan Co. and FFIC have arisen, and assertable disputes between a Stephan Insured and FFIC may arise in the future, concerning the scope and nature of FFIC's responsibilities, if any, to provide coverage to the Stephan Insureds for Talc Personal Injury Claims (including the costs of defending such claims) under one or more Policies (the "**Coverage Claims**," as further defined in Section 1.1.18 below);

WHEREAS, the insurers who have been contributing to the defense and indemnity of the Talc Personal Injury Claims have notified Stephan Co. that the limits of some of the insurance policies available to defend or indemnify Stephan Co. for the Talc Personal Injury Claims are nearing exhaustion or are likely to be exhausted before all known claims are or can be addressed;

WHEREAS, Stephan Co. has determined, consistent with its fiduciary duties, that it would be prudent for Stephan Co. to commence a bankruptcy proceeding under chapter 11 of the Bankruptcy Code (as defined in Section 1.1.7 below) to provide for an orderly distribution of the remaining limits of the insurance available to Stephan Co. and any other Stephan Insured for the Talc Personal Injury Claims and to provide for the orderly resolution and payment of the Talc Personal Injury Claims through an 11 U.S.C. § 524(g) trust (the "**Bankruptcy Case**");

WHEREAS, Stephan Co. and FFIC, without any admission of liability or concession of the validity of the positions or arguments advanced by each other, now wish to liquidate the Stephan Insureds' remaining insurance coverage, including any insurance coverage for costs of defense of litigation in addition to coverage for liability, if any, and resolve fully and finally any

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and all Coverage Claims and all other disputes between and among them and to release the FFIC Released Parties (as defined in Section 1.1.27 below) from any further obligations under the Policies;

WHEREAS, through this Settlement Agreement, Stephan Co. intends to provide the FFIC Released Parties with the broadest possible release of all Coverage Claims and any other Claims (as defined in Section 1.1.14 below) with respect to the Policies; and

WHEREAS, through this Settlement Agreement, as part of the compromise and resolution of the Coverage Claims, Stephan Co. and FFIC also wish to effect a sale, pursuant to § 363(b), (f), and (m) of the Bankruptcy Code of the Policies issued or allegedly issued by FFIC, along with any Extra-Contractual Claims (as defined in Section 1.1.25 below) of Stephan Co. and/or the Additional Insureds, to provide the FFIC Released Parties with the broadest possible release and buyback with respect to the Policies, resulting in the FFIC Released Parties, following the consummation of such buyback, having no obligations now or in the future to the Stephan Insureds, or any of their creditors with respect to the Policies.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained in this Settlement Agreement, the sufficiency of which is hereby acknowledged, and intending to be legally bound subject to approval of the Bankruptcy Court and/or the District Court (each as defined below) pursuant to Section 2 below, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 As used in this Settlement Agreement (as defined above), the following terms shall have the meanings set forth below.

1.1.1 **“Administrative Claim**” has the meaning ascribed to that term in Section 2.1.3.2 below.

1.1.2 “**Approval Motion**” means the motion filed in the Bankruptcy Court seeking approval of this Settlement Agreement as described in Section 2 of this Settlement Agreement.

1.1.3 “**Approval Order**” or “**Sale Order**” means the order granting the Approval Motion described in Section 2 of this Settlement Agreement and providing the relief described in Section 2 of this Settlement Agreement.

1.1.4 “**Banking Day**” means any day on which banks in both New York City, New York (USA) and Munich, Germany, are open to the public for banking functions.

1.1.5 “**Bankruptcy Case**” has the meaning set forth in the Recitals.

1.1.6 “**Bankruptcy Court**” has the meaning set forth in the Recitals; *provided, however*, that to the extent the reference is withdrawn with respect to any proceeding arising from or related to the Bankruptcy Case or entry, issuance or affirmance of a Plan

Confirmation Order is sought pursuant to section 524(g) of the Bankruptcy Code, the term "Bankruptcy Court" shall also include the District Court (as defined below).

1.1.7 "**Bankruptcy Code**" means Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*.

1.1.8 "**Bankruptcy Plan**" or "**Plan**" refers to a chapter 11 plan of reorganization for Stephan Co. consistent with the terms of this Settlement Agreement and otherwise reasonably acceptable to FFIC, as approved and confirmed by Final Order of the Bankruptcy Court.

1.1.9 "**Bankruptcy Plan Effective Date**" means the date upon which a Bankruptcy Plan approved by the Bankruptcy Court that contains terms and conditions consistent with those required by this Settlement Agreement becomes effective.

1.1.10 "**Barred Claim**" means a Channeled Claim (specifically including, but not limited to, all Talc Personal Injury Claims, Medicare Claims, and any Extra-Contractual Claims), Coverage Claim, Tort Action, Unknown Talc Personal Injury Claim, Related Insurance Claim, Insurer Contribution Claim, Inbound Contribution Claim, Direct Action Claim, and every other Claim that (a) is under, arises out of, relates (directly or indirectly) to, or connects in any way with a Talc Personal Injury Claim or any of the Policies or (b) is otherwise released herein.

1.1.11 "**Cancellation Endorsement**" means the following wording, with which the Policies shall be endorsed:

> CANCELLATION ENDORSEMENT
>
> Contemporaneous with FFIC's buyback of the Policies, as set forth in the Settlement Agreement, Release, and Policy Buyback made by, between, and among Stephan Co. (on behalf of itself and the Additional Insureds) and FFIC, all Coverages provided for under this Policy are exhausted and are hereby cancelled and terminated.

1.1.12 "**Channeled Claim**" means any Talc Personal Injury Claim, Inbound Contribution Claim, Medicare Claim, Extra-Contractual Claim, or any other Claim against Stephan Co. or any Protected Party arising from or related in any way to a Talc Personal Injury Claim or any of the Settling Insurer Policies, whenever and wherever arising or asserted, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, including without limitation all Claims by way of direct action, subrogation, contribution, indemnity, alter ego, statutory or regulatory action, or otherwise, Claims for exemplary or punitive damages, for attorneys' fees and other expenses, or for any equitable remedy; *provided, however*, that "Channeled Claims" shall not include a Claim (if any) exempted from the injunctions set forth in Article VIII, § C.1 of the Plan pursuant to Article VIII, § C.2 of the Plan; *provided further*, if any Claim identified in the foregoing proviso also asserts liability against a Protected Party, then such Claim shall be a Channeled Claim as to the Protected Party. For the avoidance of doubt (y) a Channeled Claim includes any

Claim against a Protected Party based on allegations that it is an alter ego of a Person that is not a Protected Party or that the Protected Party's corporate veil should be pierced on account of Claims against a Person that is not a Protected Party or based on any other theory under which the legal separateness of any Person and any other Person may be disregarded to impose liability for a claim on either such Person, and (z) a Claim asserted against a Non-Settling Insurer shall not be a Channeled Claim except as otherwise set forth in the Plan.

1.1.13 "**Channeling Injunction**" has the meaning set forth in Section 2.2.2.

1.1.14 "**Claim**" means a "claim" as that term is defined in section 101(5) of the Bankruptcy Code and includes, without limitation: any claim, action, assertion of right, complaint, cross-complaint, counterclaim, liabilities, obligations, rights, request, allegation, mediation, litigation, direct action, administrative proceeding, cause of action, lien, encumbrances, indemnity, equitable indemnity, right of subrogation, equitable subrogation, defense, injunctive relief, controversy, contribution, exoneration, covenant, agreement, promise, act, omission, trespass, variance damages, judgment, compensation, set-off, reimbursement, restitution, cost, expense, loss, exposure, execution, attorney's fee, obligation, order, affirmative defense, writ, demand, inquiry, request, directive, obligation, proof of claim in a bankruptcy proceeding or submitted to a trust established pursuant to the Bankruptcy Code, government claim or action, settlement, and/or liability whatsoever, whether past, present or (to the extent it arises prior to the Bankruptcy Plan Effective Date) future, known or unknown, asserted or unasserted, foreseen or unforeseen, fixed or contingent, matured or unmatured, liquidated or unliquidated, direct, indirect, derivative or otherwise consequential, whether in law, equity, admiralty, under the Bankruptcy Code, or otherwise, whether currently known or unknown, whether compromised, settled or reduced to a consent judgment, that may exist now or hereinafter for property damages, compensatory damages (such as loss of consortium, wrongful death, survivorship, proximate, consequential, general and special damages), punitive damages, bodily injury, personal injury, public and private claims, or any other right to relief whether sounding in tort, contract, extracontractual or bad faith, statute, strict liability, equity, nuisance, trespass, statutory violation, wrongful entry or eviction or other eviction or other invasion of the right of private occupancy, and any amounts paid in respect of any judgment, order, decree, settlement, contract, or otherwise.

1.1.15 "**Claims Bar Date**" means the deadline by which proofs of claim forms for prepetition Claims, including Talc Personal Injury Claims, are required to be Filed against Stephan Co. pursuant to an order of the Bankruptcy Court.

1.1.16 "**Committee**" means the Official Committee of Asbestos Claimants, appointed on December 23, 2025 [Docket No. 23].

1.1.17 "**Conditional Payment**" means any payment made to a Talc Personal Injury Claimant under the MMSEA, including any payment by a Medicare Advantage Organization (as defined in the MSPA).

1.1.18 "**Coverage Claims**" has the meaning set forth in the Recitals and further includes any Claim under or relating to the Policies or the rights and obligations thereunder, or the breach thereof, including any Claim seeking insurance coverage.

1.1.19 "**Covered Party**" means, collectively, the following Persons: (a) Stephan Co. and the Additional Insureds; (b) any other Person that is a "Named Assured" or "named insured" under any of the Policies and all other Persons that may claim to be an "Assured," an "Additional Assured," an "insured," an "additional insured," or otherwise entitled to insurance coverage under the Policies; and (c) with respect to each of the foregoing Persons in clauses (a) through (b), such Person's predecessors, successors, assigns, subsidiaries, affiliates, current and former officers, directors, principals, equity holders, trustees, members, partners, managers, officials, advisory board members, advisory committee members, employees, agents, volunteers, attorneys, financial advisors, accountants, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees.

1.1.20 "**Direct Action Claim**" means any Claim by any Person against FFIC that is similar or identical to any Talc Personal Injury Claim, in that it seeks to recover from FFIC damages based on actual or alleged injury by Stephan Co. or other Stephan Insured, whether arising by contract, in tort or under the laws of any jurisdiction, including any statute that gives a third party a direct cause of action against an insurer.

1.1.21 "**District Court**" means the United States District Court for the District where the Bankruptcy Court is located.

1.1.22 "**Entity**" has the meaning ascribed to such term in section 101(15) of the Bankruptcy Code. For the avoidance of doubt, a Person is an "Entity."

1.1.23 "**Estate**" means the estate created in the Bankruptcy Case under sections 301 and 541 of the Bankruptcy Code upon the commencement of the Bankruptcy Case.

1.1.24 "**Estate Causes of Action**" means Claims, including Coverage Claims and Related Insurance Claims, owned, held, or capable of being asserted by or on behalf of Stephan Co., its Estate, or any Person asserting currently or in the future by, under, through or on behalf of Stephan Co. or its Estate, and each of their respective successors or assigns (including the Additional Insureds), whether known or unknown, in law, at equity or otherwise, whenever and wherever arising under the laws of any jurisdiction, including actions that arise out of or are based on breach of contract, fraudulent conveyances and transfers, breach of fiduciary duty, breach of duty of loyalty or obedience, legal malpractice, recovery of attorneys' fees, turnover of property and avoidance or recovery actions of Stephan Co. or its Estate, and all other actions that constitute property of the Estate under section 541 of the Bankruptcy Code that are or may be pursued by a representative of the Estate, including pursuant to section 323 of the Bankruptcy Code, and actions, including avoidance actions, that may be commenced by a representative of the Estate under section 362 or chapter 5 of the Bankruptcy Code, seeking relief in the form of damages (actual and punitive), imposition of a constructive trust, turnover of property, restitution, and declaratory relief with respect thereto or otherwise. Without limiting the generality of the foregoing, Estate Causes of Action further include: (a) Claims that on or after the Petition Date may be exclusively asserted by or on behalf of Stephan Co. or its Estate under applicable law, or that prior to the Petition Date could have been asserted by Stephan Co. on its own behalf (or on behalf of the Additional Insureds) under applicable law; (b) Claims or theories for recovery or remedies that seek to impose liability for a Claim against Stephan Co. or any non-debtor based on a theory of liability that is not specific to one or more particular creditors and is generally common to creditors of Stephan Co. and can be asserted by Stephan Co. under applicable law; and (c) all other Claims that are property of the Estate under the Bankruptcy Code, including any other form of derivative or vicarious liability for liabilities of Stephan Co.

1.1.25 "**Extra-Contractual Claim**" means any Claim against any FFIC Released Party seeking any type of relief, other than coverage or benefits, under or with respect to the Policies. Extra-Contractual Claims include Claims for compensatory, exemplary, or punitive damages, or attorneys' fees, interests, costs, or any other type of relief, alleging any of the following with respect to (a) any Policy; (b) any Claim allegedly or actually covered under a Policy; or (c) the conduct of any FFIC Released Party with respect to (a) or (b): (i) bad faith; (ii) failure to provide insurance coverage under any of the Policies, including any failure to investigate or to provide a defense or adequate defense; (iii) failure or refusal to compromise and settle any Claim insured under any of the Policies; (iv) failure to act in good faith; (v) violation or breach of any covenant or duty of good faith and fair dealing, whether express, implied, or otherwise; (vi) violation of any state insurance codes, state surplus lines statutes or similar codes or statutes; (vii) violation of any unfair claims practices act or similar statute, regulation or code, including any statute, regulation, or code relating to unlawful, unfair, or fraudulent competition, business, or trade practices, and/or untrue or misleading advertising; (viii) any type of misconduct; or (ix) any other act or omission of any type by any FFIC Released Party for which the claimant seeks relief other than coverage or benefits under any of the Policies. "Extra-Contractual Claims" further include all Claims relating to any FFIC Released Party's (x) handling of any Claims under any of the Policies, (y) conduct in negotiating this Settlement Agreement and/or the Plan, and (z) conduct in the settlement of any Claims. For the avoidance of doubt, Extra-Contractual Claims of Stephan Co. and Extra-Contractual Claims of the Additional Insureds are included within the property FFIC is purchasing hereunder.

1.1.26 "**Expense Cap**" means one hundred and fifty thousand dollars ($150,000.00).

1.1.27 **"FFIC Released Party"** means FFIC and Fireman's Fund Insurance Company and each of their past and present parents, subsidiaries, affiliates, and divisions solely in their respective capacities as such; each of the foregoing Persons' respective past and present parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions, and acquired companies; each of the foregoing Persons' respective past and present directors, officers, shareholders, employees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators solely in their respective capacities as such; and each of the foregoing Persons' respective predecessors, successors, assignors, and assigns, whether known or unknown, solely in their capacities as such, and all Persons acting on behalf of, by, through, or in concert with them. "FFIC Released Party" further includes (a) the reinsurers and retrocessionaires of FFIC, solely in their capacities as such, with respect to the Policies; and (b) FFIC's Related Persons.

1.1.28 "**Final Order**" means an order, judgment, or other decree (including any modification or amendment thereof) that remains in effect and has not been reversed, withdrawn, vacated, or stayed, and as to which the time to appeal or seek review, rehearing, or writ of certiorari has expired or, if such appeal, review, or petition for a writ has been taken, (a) it has been resolved and no longer remains pending, or (b) an appeal or review has been taken timely but such order has not been stayed and the Parties have mutually agreed in writing that the order from which such appeal or review is taken should be deemed to be a Final Order within the meaning of this Settlement Agreement.

1.1.29 "**Future Claimants' Representative**" means the Person appointed by the Bankruptcy Court to represent the interest of Unknown Talc Personal Injury Claimants, or any duly appointed successor of such Person.

1.1.30 "**Gatekeeper Injunction**" has the meaning set forth in Section 2.2.4.

1.1.31 "**Inbound Contribution Claim**" means any Claim against Stephan Co. or any Stephan Insured for contribution, indemnity, equitable indemnity, subrogation, or equitable subrogation, allocation or reallocation, or reimbursement, or any other indirect or derivative recovery, arising from or related to any Talc Personal Injury Claim.

1.1.32 "**Insurer Contribution Claim**" means any Claim, most commonly expressed in terms of contribution, indemnity, equitable indemnity, subrogation, equitable subrogation, allocation, reallocation, reimbursement, or any other indirect or derivative recovery against a Settling Insurer, by an insurer (including any Non-Settling Insurer) for the payment of money, where such insurer contends that it has paid more than its equitable or proportionate share of a Claim against a Covered Party or other Stephan Insured.

1.1.33 "**Interests**" means all Claims, "interests" as that term is used in 11 U.S.C. §363, and other rights of any nature, whether at law or in equity, including all interests or other rights under Florida law or any other applicable law.

1.1.34 "**Joint Tortfeasor**" means any Person, other than Stephan Co. who is alleged to be a joint tortfeasor with Stephan Co. in connection with an injury or alleged injury giving rise to a Talc Personal Injury Claim.

1.1.35 "**Kroll**" means Stephan Co.'s appointed claims and noticing agent, currently *d/b/a* Kroll, or the duly-appointed successor thereof.

1.1.36 "**Late-Filed Talc Personal Injury Claim**" means a Talc Personal Injury Claim for which the Talc Personal Injury Claimant files a proof of Claim after the Claims Bar Date.

1.1.37 "**Medicare Claims**" means any and all Claims relating to Talc Personal Injury Claims by the Centers for Medicare & Medicaid Services of the United States

Department of Health and Human Services and/or any other agent or successor Entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA and pursuing Claims under MSPA, including Conditional Payments, Claims for reimbursement of payments made to Talc Personal Injury Claimants who recover or receive any distribution from the Trust, and Claims relating to reporting obligations.

1.1.38 "**MMSEA**" means section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173) which imposes reporting obligations on those Persons with payment obligations under the MSPA.

1.1.39 "**MSPA**" means 42 U.S.C. §1395y et seq., or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or amendments thereto, including the regulations promulgated thereunder, found at 42 C.F.R. §411.1 et seq.

1.1.40 "**Non-Settling Insurer**" means any insurer that is not a Settling Insurer.

1.1.41 "**Paid Amount**" has the meaning ascribed to that term in Section 2.1.3.1 below.

1.1.42 "**Parties**" has the meaning set forth in the first paragraph of this Settlement Agreement.

1.1.43 "**Person**" means an individual, any corporation, corporation sole, partnership, association, limited liability company, joint stock company, proprietorship, unincorporated organization, joint venture, trust, estate, executor, legal representative, or any other entity or organization, as well as any federal, international, foreign, state, or local governmental or quasi-governmental entity, body, or political subdivision or any agency, department, board or instrumentality thereof, any other Entity, and any successor in interest, heir executor, administrator, trustee, trustee in bankruptcy, or receiver of any Entity and also has the meaning set forth in section 101(41) of the Bankruptcy Code. For the avoidance of doubt, an Entity is a "Person", as is each of the Protected Parties.

1.1.44 "**Petition Date**" means November 26, 2025.

1.1.45 "**Plan Confirmation Order**" has the meaning set forth in Section 2.3 of this Settlement Agreement.

1.1.46 "**Policies**" means any and all insurance policies issued or allegedly issued by FFIC to Stephan Co., whether known or unknown at the time of this Settlement Agreement, including but not limited to those identified on **Schedule 1**.

1.1.47 "**Protected Parties**" means the FFIC Released Parties, all other Settling Insurers, any Settling Insurer Covered Persons, Stephan Co., and all other Stephan Insureds.

1.1.48 "**Publication Notice**" has the meaning ascribed to that term in Section 2.1.2 below.

1.1.49 "**Related Insurance Claim**" means:

a. all Claims, causes of action and enforceable rights against any FFIC Released Party, whether sounding in contract, tort, or otherwise, including equity and bad faith, held by any Stephan Insured (including Stephan Co. and/or any Additional Insured), or any Talc Personal Injury Claimant for any reason related to any Talc Personal Injury Claim asserted or alleged against any Stephan Insured, including those for (i) indemnity and payment of any such Talc Personal Injury Claim; (ii) any failure or refusal to provide insurance coverage for any such Talc Personal Injury Claim under any of the Policies; (iii) any tortious or wrongful claims handling including the failure or refusal to timely compromise and settle any such Talc Personal Injury Claims against any Stephan Insured pursuant to any of the Policies; (iv) to the extent not otherwise encompassed by section (iii) above, failure or refusal to reasonably settle such Talc Personal Injury Claims; and (v) the interpretation or enforcement of the terms of any of the Policies as it pertains to any of the foregoing;

b. any and all Extra-Contractual Claims, against any FFIC Released Party; and

c. all other Claims and causes of action against any FFIC Released Party that are under, arise out of, relate (directly or indirectly) to, or connect in any way with any of the Policies.

1.1.50 "**Related Person**" means, with respect to any Person, such Person's predecessors, successors, assigns, and present and former shareholders, members, affiliates, subsidiaries, employees, agents, brokers, adjusters, managing agents, claims agents, underwriting agents, administrators, officers, directors, trustees, partners, attorneys, financial advisors, accountants, and consultants, each in their capacities solely as such.

1.1.51 "**Settlement Amount**" means the sum of $7,145,150 to be paid by FFIC after satisfaction of all conditions precedent herein. The Settlement Amount shall be paid in immediately available US funds in accordance with this Settlement Agreement.

1.1.52 "**Settlement Agreement Effective Date**" means the day following the date on which all of the following have occurred: (a) all Parties have executed this Settlement Agreement; (b) the Approval Order shall have become a Final Order; (c) the Plan Confirmation Order shall have become a Final Order; (d) the Trust shall have been created pursuant to the Plan; and (e) Stephan Co. shall have provided FFIC payment instructions compliant with FFIC's internal procedures.

1.1.53 "**Settling Insurer**" means FFIC, and any other insurer that is party to an insurance settlement agreement with the consent of Stephan Co.

1.1.54 "**Settling Insurer Policies**" means, collectively, (a) the Policies and (b) all other insurance policies (or coverage parts of those policies) that are canceled, settled, or sold back to a Settling Insurer pursuant to one or more insurance settlement agreements with such Settling Insurer.

1.1.55 "**Settling Insurer Covered Person**" means any Person that has or may have a Claim to insurance coverage under a Settling Insurer Policy.

1.1.56 **"Stephan Insureds"** means, collectively, (a) Stephan Co. and the Additional Insureds; (b) any Person who (i) is, or allegedly is, an insured or assured (as a "Named Insured," "Additional Named Insured," or otherwise) under the Policies, (ii) has actually or allegedly acquired or been assigned the right to make a claim for coverage under any of the Policies (but excluding the Trust and any Talc Personal Injury Claimant), or (iii) otherwise is covered or alleged to be covered under the Policies, in each of the foregoing clauses (i)-(iii), with respect to which Stephan Co. has authority to release Claims by Final Order pursuant to sections 105(a), 363(f), or 524(g)(4)(A)(ii)(III) of the Bankruptcy Code or otherwise by confirming a chapter 11 plan; and (c) Stephan Co.'s Related Persons, including without limitation its past, present, and future holding companies, merged companies, related companies, divisions, and acquired companies.

1.1.57 "**Supplemental Injunction**" or "**Settling Insurer Injunction**" has the meaning set forth in Section 2.2.3 of this Settlement Agreement.

1.1.58 "**Talc Personal Injury Claim**" means any Claim or demand against Stephan Co. or any other Protected Party (including the Additional Insureds), whether known or unknown, alleging any manner of bodily injury, death, sickness, disease, emotional distress, fear of cancer, medical monitoring, or any other personal injury(ies) or harm(s), directly or indirectly arising out of or relating to the presence of or exposure to talc or talc-containing products in connection with the alleged acts or omission of Stephan Co. or any other Entity for whose conduct Stephan Co. (i) has or may have liability; (ii) is alleged to have liability by reason of Stephan Co.'s direct or indirect ownership or control of, conduct of business, or any transaction with such Entity. Talc Personal Injury Claims include, without limitation, any such claims or demands directly or indirectly arising out of or related to: (a) any products previously mined, processed, milled, manufactured, sold, and/or distributed by Stephan Co. or any other Entity for whose conduct Stephan Co. has or may have liability; (b) any materials present at any premises owned, leased, occupied, or operated by any Entity for whose products, acts, omissions, business or operations Stephan Co. has, or is alleged to have, liability; (c) any talc in any way connected to Stephan Co. alleged to contain asbestos or other constituent. Talc Personal Injury Claim includes all such claims, whether: (1) in tort, contract, warranty, restitution, conspiracy, contribution, indemnity, guarantee, subrogation, or any other theory of law, equity, or admiralty, whether brought, threatened or pursued in any United States court or other court anywhere in the world; (2) seeking compensatory, special, economic, non-economic, punitive, exemplary, administrative, or other costs, fees, injunction or similar relief, or any other measure of damages; (3) seeking any legal, equitable, or other relief of any kind whatsoever, including in the nature of alter ego, veil piercing, successor or vicarious liability, mere continuation, fraudulent transfer or conveyance, or conspiracy, and including, for the avoidance of doubt, any claims arising out of or relating to the presence of or exposure to talc or talc-containing products assertable against Stephan Co. or any other Protected Party; or (4) held by claimants residing within the United States or in any foreign jurisdiction. Talc Personal Injury Claim also includes any such claim that has been resolved or is subject to resolution pursuant to any agreement, or any such claim that is based on a judgment or verdict. Talc Personal Injury Claim includes, without limitation, all direct and indirect claims, debts, obligations, or liabilities for compensatory damages and punitive damages.

1.1.59 "**Talc Personal Injury Claimant**" means the holder of a Talc Personal Injury Claim.

1.1.60 "**Time Bar Exclusion**" means the insurance policy exclusion in substantially the form set forth in **Exhibit C** hereto.

1.1.61 "**Tort Action**" means any lawsuit brought by any Talc Personal Injury Claimant as plaintiff against any Person seeking judgment and/or damages relating in any way to any alleged Talc Personal Injury Claim.

1.1.62 "**Tort Defendant**" means any Person who is named as a defendant in any Tort Action.

1.1.63 "**Trust**" means any trust to be established pursuant to the Plan to which the Channeled Claims are channeled pursuant to Sections 105 and 524(g) of the Bankruptcy Code.

1.1.64 "**Trust Documents**" means the agreement establishing the Trust and its exhibits and attachments, any trust distribution or claims resolution procedures or protocols, instruments, and other documents that are reasonably necessary or desirable in order to implement the provisions of the Plan that relate to the creation, administration, and funding of the Trust.

1.1.65 "**Trustee**" means the individual appointed by the Bankruptcy Court to act as the initial trustee of the Trust pursuant to the terms of the Trust Documents, along with any successor trustee appointed in accordance with the Trust Documents.

1.1.66 "**Unknown Talc Personal Injury Claim**" means any Claim asserted against Stephan Co., or otherwise presented to the Trust based upon an alleged injury from a Talc Personal Injury Claim that occurred prior to the Petition Date and which is not (a) filed with the Bankruptcy Court by the Claims Bar Date, (b) a timely Tort Action commenced on or before the Bankruptcy Plan Effective Date, or (c) otherwise deemed timely filed as of the Bankruptcy Plan Effective Date pursuant to the Plan or by order of the Bankruptcy Court.

1.1 Capitalized terms not defined in this Section 1 or elsewhere in this Settlement Agreement shall have the meanings given to them in the Bankruptcy Code or the Plan.

2. THE BANKRUPTCY CASE AND PLAN OF REORGANIZATION

2.1 By no later than April 23, 2026, Stephan Co. shall file a motion in the Bankruptcy Court (the "**Approval Motion**") seeking the entry of an order in substantially the form attached as **Exhibit A** to this Settlement Agreement, or otherwise in form and substance acceptable to FFIC in its sole discretion (the "**Approval Order**"), that: (a) approves this Settlement Agreement, including FFIC's buyback of the Policies and the Extra-Contractual Claims of Stephan Co. and the Additional Insureds free and clear of all Interests, and otherwise authorizes the Parties to undertake the settlement and the transactions contemplated by this Settlement Agreement, in each case pursuant to sections 363(b), (f), and (m) of the Bankruptcy Code and any other applicable provisions of the Bankruptcy Code; (b) contains the Supplemental Injunction and bars all Barred Claims against the FFIC Released Parties and their respective property and assets; (c) provides that this Settlement Agreement is binding on Stephan Co. and the Additional Insureds, all other Stephan Insureds, any Trust created in the Bankruptcy Case(s), and any successors of the foregoing (including the reorganized debtor); (d) finds that Stephan Co. is the only insured under the Policies entitled to claim coverage for defense or indemnity under the Policies; (e) finally, fully, and conclusively approves and allows the Administrative Claim against Stephan Co. and the Estate; and (f) provides that the Approval Order is binding on all Persons and Entities.

2.1.1 Stephan Co. shall provide written notice of the Approval Motion, which notice shall be in form and substance acceptable to FFIC, to all of the following: (a) counsel to all Talc Personal Injury Claimants known to, or reasonably ascertainable by, Stephan Co., in accordance with the "Talc Personal Injury Claimant Notice Procedures" described in the *Debtor's Emergency Motion* [Dkt. 7] and authorized on a final basis via order dated March 27, 2026 [Dkt. 196], *provided* that Stephan Co. shall provide acceptable written notice directly to all *pro se* Talc Personal Injury Claimants, irrespective of the "Talc Personal Injury Claimant Notice Procedures"; (b) all Talc Personal Injury Claimants for whom counsel has provided contact information to Stephan Co.; (c) all counsel for those Talc Personal Injury Claimants for whom Stephan Co. has not timely received contact information; (d) the Committee; (e) any Future Claimants' Representative; (f) all other Persons that must be served with written notice under FED. R. BANKR. P. 2002, including all Persons who have filed notices of appearance in the Bankruptcy Case; (g) all Persons known or believed by Stephan Co. to have provided general or professional liability insurance to Stephan Co.; (g) to the extent not captured in (h), all Non-Settling Insurers; (i) CMS (as defined below) and all Persons set forth on **Schedule 2** hereof; and (j) to the extent not captured in (a) through (i), all other Persons or Entities known to, or reasonably ascertainable by, Stephan Co. that are entitled or allegedly entitled to insurance coverage under any of the Policies (including without limitation all Covered Parties and other Stephan Insureds). Stephan Co. will provide a draft service list of the foregoing for FFIC's review and comment.

2.1.2 To ensure the broadest notice possible, Stephan Co. shall publish notice of the Approval Motion as follows (the "**Publication Notice**"): (a) at least twice in (i) USA Today, (ii) Globe and Mail, and (iii) Le Journal de Montreal; (b) at least once in (i) Mealey's Litigation Report: Asbestos and (ii) Mealey's Asbestos Bankruptcy Report; and (c) otherwise in accordance with any order entered by the Bankruptcy Court.

2.1.3 Subject to Sections 2.1.3.1 and 2.1.3.2 below, FFIC will fund the cost of the Publication Notice up to the Expense Cap.

2.1.3.1 The following procedure shall apply: ***first***, Kroll shall arrange for (and otherwise coordinate) publication of the Publication Notice and shall promptly thereafter transmit to FFIC a detailed invoice requesting payment for the actual cost of such publication; ***then***, FFIC by no later than five days after receipt will remit to Kroll the amount invoiced up to the Expense Cap (such remitted amount, the "**Paid Amount**") unless such fifth day is not a Banking Day (in which case, FFIC will remit payment on the next day that is a Banking Day); ***finally***, FFIC will provide to Stephan Co. proof of payment of the Paid Amount (which may consist of a wire or ACH confirmation, check number, or other, similar, evidence of payment).

2.1.3.2 Upon payment to Kroll, FFIC shall have an allowed Claim against Stephan Co. and the Estate for the Paid Amount. This Claim for the Paid Amount shall be (a) entitled to administrative priority pursuant to 11 U.S.C. § 507(a)(2) as an "actual, necessary cost[] and expense[] of preserving the estate" under 11 U.S.C. § 503(b) (as such, the "**Administrative Claim**") and (b) finally and fully allowed as such against Stephan Co. and the Estate, without any other or further act or deed by FFIC, and the Approval Order shall so provide. For the avoidance of doubt, FFIC shall not be required to take any action (including, by way of example and not limitation, filing a motion, application, or proof of claim) to secure allowance of the Administrative Claim, as the Administrative Claim shall be allowed in all respects by the Approval Order; *provided*, *however*, that if the Approval Motion is not granted, the Approval Order is not entered, and/or the Administrative Claim for any reason is not automatically approved and allowed against Stephan Co. and the Estate, then FFIC may file (and Stephan Co. shall consent to and support) an application for approval and allowance of the Administrative Claim under 11 U.S.C. § 503(a), (b).

2.1.4 If any Person files an objection to the Approval Motion, Stephan Co. shall consult with FFIC in connection with filing any written response thereto. Stephan Co. shall take commercially reasonable steps to defend against any objection, appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Approval Order. FFIC will cooperate with Stephan Co., including making commercially reasonable submissions.

2.2 If not already filed, Stephan Co. shall file the Bankruptcy Plan by no later than fifteen (15) days after the Approval Motion is filed. The Bankruptcy Plan and any amendments or modification to the Bankruptcy Plan, including all exhibits, schedules, and related documents, shall be in all respects consistent with this Settlement Agreement and shall not deprive any FFIC Released Party of any right or benefit under this Settlement Agreement or otherwise adversely affect the Interests of any FFIC Released Party under this Settlement Agreement without FFIC's written consent. Without limiting the foregoing, the Bankruptcy Plan shall at least provide the following:

2.2.1 The Plan shall create a Trust which shall be responsible for making any and all payments to the Talc Personal Injury Claimants entitled to receive payment under the Plan and which shall assume all liability for Channeled Claims. The FFIC Released Parties shall not have any responsibility to make any required reports (or to make any payments owed or sums to be paid) to Medicare or to the United States government or any agency or instrumentality thereof pursuant to the Medicare Secondary Payer Act, 42 U.S.C. § 1395y(b) and/or under any regulations promulgated thereunder including 42 C.F.R. §

411.20, *et seq*., with respect to Channeled Claims and/or the Settlement Amount the Trust receives under this Settlement Agreement.

2.2.2 The Plan shall include an injunction in substantially the form attached as **Exhibit B-1** to this Settlement Agreement (the "**Channeling Injunction**"), with only such modifications as are acceptable to FFIC, pursuant to sections 105 and 524(g) of the Bankruptcy Code, barring and permanently enjoining all Persons or Entities who have held or asserted, or may in the future hold or assert, Claims from taking any action, directly or indirectly for purposes of asserting, enforcing, or attempting to assert or enforce against any Protected Party any Channeled Claim and channeling such Channeled Claims to the Trust as the sole and exclusive source of payment of any such Channeled Claims. The Channeling Injunction shall specifically state that it bars all such Claims against FFIC under section 524(g)(4)(A)(III) of the Bankruptcy Code.

2.2.3 The Plan shall ratify an injunction in substantially the form included in Paragraph 19 of the proposed Approval Order (the "**Supplemental Injunction**") attached as **Exhibit A** to this Settlement Agreement, with only such modifications as are acceptable to FFIC, pursuant to sections 105(a), 363(b), (f), and (m) of the Bankruptcy Code, barring and permanently enjoining all Persons or Entities who have held or asserted, or may in the future hold or assert, Claims from taking any action, directly or indirectly for purposes of asserting, enforcing, or attempting to enforce any Barred Claim against any FFIC Released Party or their respective property or assets.

2.2.4 The Plan shall include an injunction in substantially the form attached as **Exhibit B-2** to this Settlement Agreement (the "**Gatekeeper Injunction**"), with only such modifications to the Gatekeeper Injunction as are reasonably acceptable to FFIC, pursuant to sections 105(a) and 1123 of the Bankruptcy Code, requiring all Persons that seek to assert against any Protected Party a Channeled Claim, Barred Claim, or any other Claim arising out of or relating to Talc Personal Injury Claims to first move the Bankruptcy Court for (a) a determination that such Claim is colorable and (b) authorization to pursue such Claim.

2.2.5 The Plan shall incorporate by reference this Settlement Agreement, and the releases contained herein and shall make this Settlement Agreement part of the Plan as if set forth fully within the Plan.

2.2.6 The Plan and the Trust Documents shall provide that as a condition to receiving payment from the Trust, all Talc Personal Injury Claimants shall provide a written release in favor of the Protected Parties from (a) all Channeled Claims and (b) with respect to the FFIC Released Parties, all Barred Claims, which release shall be in form and substance acceptable to FFIC and shall be effective as to the FFIC Released Parties upon the later to occur of (i) the date the such release is signed by a Talc Personal Injury Claimant and (ii) the Settlement Agreement Effective Date. Once the Settlement Agreement Effective Date occurs, signed copies of such releases shall be provided to FFIC upon its request.

2.2.7 The Plan shall provide that the Trust shall defend, indemnify, and hold harmless the FFIC Released Parties from all Channeled Claims and Barred Claims, subject to the limitations set forth in Section 7.2 of this Settlement Agreement.

2.2.8 The Plan shall provide that (collectively, as follows, the "**Controlling Document Provision**") in the event of a conflict between (a) the Settlement Agreement, on the one hand, and (b) the Plan, on the other, the terms of the Settlement Agreement shall control and govern; and in the event of a conflict between (y) the Approval Order, on the one hand, and (z) the Plan Confirmation Order, on the other, the terms of the Approval Order shall control and govern.

2.2.9 If not already paid, the Plan shall provide for the payment in full of the Administrative Claim by no later than the Bankruptcy Plan Effective Date.

2.3 Stephan Co. shall seek and obtain entry of an order from the Bankruptcy Court or the District Court, as applicable, which order shall be in form and substance acceptable to FFIC, that: (a) approves the Plan pursuant to section 1129 of the Bankruptcy Code and any other applicable provision of the Bankruptcy Code; (b) contains the Channeling Injunction; (c) ratifies the Supplemental Injunction; (d) contains the Gatekeeper Injunction; (e) provides that this Settlement Agreement is binding on any Trust created in the Bankruptcy Case, Stephan Co., all other Stephan Insureds, and any successors of the Trust, Stephan Co. (including the reorganized debtor), or other Stephan Insureds; (f) provides all protections to the FFIC Released Parties against Channeled Claims and Barred Claims that are afforded to other Settling Insurers under the Plan; (g) contains the Controlling Document Provision and provides for payment of the Administrative Claim (if not already paid) as set forth herein; and (h) provides that the Bankruptcy Court shall (i) not grant relief from the automatic stay for any Claims that actually, allegedly, or potentially implicate any of the Policies, and (ii) reinstate the automatic stay if the automatic stay had previously been lifted for any Claims that actually, allegedly, or potentially implicate any of the Policies, unless and until the confirmation order is reversed, and such reversal becomes a Final Order (the "**Plan Confirmation Order**").

2.3.1 The Plan and the Plan Confirmation Order must be in all respects consistent with this Settlement Agreement and must not contain any provisions that diminish or impair the benefit of this Settlement Agreement to the FFIC Released Parties without FFIC's written consent.

2.3.2 In seeking to obtain the Plan Confirmation Order, Stephan Co. must: (a) seek a confirmation hearing on an appropriately timely basis; (b) urge the Bankruptcy Court or the District Court, as applicable, to overrule any objections and confirm the Plan; and (c) take reasonable steps to defend against any objection, appeal, petition, motion, or other challenge to the Bankruptcy Court's entry or the District Court's entry of the Plan Confirmation Order.

2.3.3 Prior to entry of the Plan Confirmation Order, Stephan Co. shall oppose any motion to lift any stay pursuant to section 362 of the Bankruptcy Code as to any Talc Personal Injury Claim that (a) is asserted against any Stephan Insured and (b) implicates, or is reasonably likely to implicate, any of the Policies (including by alleging any injury that took place during any policy period of any of the Policies). If, prior to the Plan Confirmation Order becoming a Final Order, the Bankruptcy Court allows any Person to prosecute any such a Talc Personal Injury Claim, the Parties will comply with the terms of any order of the Bankruptcy Court, and FFIC's rights and obligations relating to such litigation shall be determined by, and subject to, the terms and conditions of the Policies, this Settlement Agreement, and any applicable orders of the Bankruptcy Court. For the avoidance of doubt, Stephan Co. covenants and agrees that it will not take any steps as part of the Bankruptcy Case (and will use best efforts to oppose steps taken by others) to accelerate payment(s) under the Policies to any claimant (including any Talc Personal Injury Claimant) outside of the lumpsum Settlement Amount contemplated by this Settlement Agreement.

2.4 The Trust Documents and Bankruptcy Plan shall require the Trust to undertake the responsibilities of a Responsible Reporting Entity under the reporting provisions of §111 of the MMSEA, including as follows:

2.4.1 The Trust shall, at its sole expense, act as FFIC's reporting agent and shall timely submit all reports that are required by a Responsible Reporting Entity under the reporting provisions of Section III of the MMSEA or any other similar statute or regulation on account of any Claims (including Talc Personal Injury Claims) settled, resolved, paid, or otherwise liquidated by the Trust. The Trust shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, "**CMS**") to determine whether, and, if so, how, to report to CMS pursuant to the MMSEA.

2.4.2 The Trust shall provide a written notification to FFIC within ten (10) business days following receipt of any notification from CMS that any report was rejected or otherwise identified as noncompliant by CMS, along with the basis for such rejection or noncompliance.

2.4.2.1 With respect to any reports rejected or otherwise identified as noncompliant by CMS, the Trust shall at the request of FFIC promptly provide copies of the original report submitted to CMS, as well as any response received from CMS with respect to such reports. The Trust shall remedy all remediable issues of noncompliance that CMS identifies, resubmit such reports to CMS, and notify FFIC of such resubmission. Upon request of FFIC, the Trust shall provide copies of such resubmission(s). The Trust may redact from all copies (whether original reports or resubmissions) provided under this Section 2.4.2.1 the following information: names, social security numbers other than the last four digits, health insurance claim numbers, taxpayer identification numbers, employer identification numbers, mailing addresses, telephone numbers, and dates of birth of the injured parties, claimants, guardians conservators, and/or other personal representatives as applicable.

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2.4.2.2 All documentation that the Trust relies upon when determining that a payment need not be reported to CMS shall be maintained for a minimum of six (6) years following such determination.

2.4.3 Absent guidance to the contrary from CMS, the Secretary of Health and Human Services, or a controlling court, including the United States Court of Appeals for the Eleventh Circuit or the Supreme Court, the Trust is not required by this Settlement Agreement to report any Talc Personal Injury Claim for a claimant who alleges that exposure to or ingestion of talc or talc-containing product for which Stephan Co. allegedly is responsible took place exclusively before December 5, 1980.

2.4.4 In the event that CMS concludes the reporting done by the Trust is or may be deficient in any way and has not been corrected to the satisfaction of CMS in a timely manner, or if CMS communicates to the Trust or FFIC a concern with respect to the sufficiency or timeliness of such reporting or non-reporting, then FFIC shall have the right to submit its own reports to CMS under MMSEA, and the Trust shall (a) provide to FFIC such information as it may require to comply with MMSEA (including the full, unredacted reports filed by the Trust) and (b) reimburse all reporting-related expenses FFIC incurs.

2.4.5 The Trust must obtain, prior to remittance of funds to claimants' counsel, or to the claimant, if pro se, in respect of any Talc Personal Injury Claim, a certification from the claimant to be paid that said claimant (or said claimant's authorized representative) has or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. §1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, such Talc Personal Injury Claim.

2.7 Stephan Co. will undertake commercially reasonable actions to cooperate with FFIC in connection with responding to any inquiry from FFIC's regulators, auditors, reinsurers, or retrocessionaires.

2.8 From and after the execution date of this Settlement Agreement, unless otherwise terminated, Stephan Co. and FFIC shall cease all litigation activities (and shall not initiate any new litigation activity) against each other in the Bankruptcy Case, including that FFIC will not object to any proposed Plan consistent with this Settlement Agreement, nor serve or compel any discovery in connection with the Bankruptcy Case or any other potential adversary proceedings and contested matters; *provided that*: (y) neither Stephan Co., nor any Committee, nor any Future Claimants' Representative shall include any provision in any Plan that adversely affects the rights or benefits of the FFIC Released Parties under this Settlement Agreement, or that otherwise violates, or is contrary to, the agreements and covenants contained in this Settlement Agreement without FFIC's written consent; and (z) neither Stephan Co. nor any Committee or any Future Claimants' Representative shall act, or fail to act, in such a way that otherwise violates, or is contrary to, the agreements and covenants contained in this Settlement Agreement, without FFIC's written consent. Notwithstanding the foregoing, FFIC may participate in the Bankruptcy Case for the purpose of supporting or enforcing any of the terms of this Settlement Agreement and protecting their rights. For the avoidance of doubt, Stephan Co. will not object or otherwise contest, directly or indirectly, FFIC's standing to participate in any proceeding (or any appeal thereof) arising out of or related to the Bankruptcy Case.

2.9 The Parties shall each bear, as to each other only, their own costs, expenses, and counsel and professional fees in the Bankruptcy Case.

2.10 The Parties covenant not to sue each other until the earlier of: (a) the occurrence of (i) the Settlement Agreement Effective Date and (ii) FFIC's remittance of the Settlement Amount, at which time this covenant is superseded by the releases provided in Section 4; and (b) the date on which this Settlement Agreement is terminated.

3. PAYMENT OF THE SETTLEMENT AMOUNTS

3.1 By no later than thirty (30) days after the Settlement Agreement Effective Date, FFIC shall pay the Settlement Amount to Stephan Co.; *provided, however*, if the 30th day following the Settlement Agreement Effective Date is not a Banking Day, then FFIC shall pay the Settlement Amount on the next day that is a Banking Day.

3.2 The delivery of the Settlement Amount in accordance with the terms of this Settlement Agreement shall be in full and final settlement of all responsibilities under and arising out of the Policies, and in consideration of the amendment(s) of the Policies as set forth in Section 3.3 below, the sale of the Policies and any Extra-Contractual Claims of Stephan Co. (and/or the Additional Insureds) back to FFIC free and clear of all Claims and Interests of any Person, and the other releases provided herein.

3.3 Subject to the occurrence of the Settlement Agreement Effective Date, the Parties agree: (a) the Settlement Amount is the total amount that FFIC or any FFIC Released Party is obligated to pay on account of any and all Claims under, arising out of, relating to, or in connection with any of the Policies (including Channeled Claims, Barred Claims, and any reimbursement obligations for Conditional Payments under the MSPA); (b) under no circumstance will the FFIC Released Parties ever be obligated to make any additional payments to or on behalf of anyone in connection with any of the Policies, including any payments in connection with amounts allegedly owed under the MSPA or in connection with any Claims, including any Channeled Claims and Barred Claims; (c) under no circumstance will the FFIC Released Parties ever be obligated to make any additional payments to or on behalf of any Stephan Insured (including without limitation Stephan Co. and/or any Additional Insured) or any Talc Personal Injury Claimants in connection with any of the Policies or otherwise with respect to any Claims that, directly or indirectly, arise out of, relate to, or are in connection with any Talc Personal Injury Claims or any of the Policies, including any Channeled Claims and Barred Claims; (d) all limits of liability of the Policies, regardless of how the Policies identify or describe those limits, including all per person, per occurrence, per claim, "each professional incident," per event, per accident, total, and aggregate limits, shall be deemed fully and properly exhausted; and (e) immediately prior to FFIC's buyback of the Policies, any Extra-Contractual Claims of Stephan Co., and any Extra-Contractual Claims of the Additional Insureds as further described in Section 4.4 below, the Policies shall be amended by endorsement to include the Time Bar Exclusion, applicable to all Coverage Claims that are or could be made after the date hereof (including any arising from Unknown Talc Personal Injury Claims), and shall further be amended by endorsement to include the Cancellation Endorsement. The Parties further agree that the Settlement Amount includes the full purchase price of the Policies and any Extra-Contractual Claims of Stephan Co. and the Additional Insureds and consideration for the releases and other protections afforded by this Settlement Agreement.

3.4 The Parties represent and agree that (a) the consideration to be provided by FFIC pursuant to this Settlement Agreement constitutes a fair and reasonable compromise and exchange for the consideration granted to the FFIC Released Parties in this Settlement Agreement (including the releases set forth below), and (b) the consideration to be provided by Stephan Co. to the FFIC Released Parties pursuant to this Settlement Agreement (including the releases set forth below) constitutes a fair and reasonable compromise and exchange for the consideration granted to Stephan Co. in this Settlement Agreement. The FFIC Released Parties are not acting as volunteers, and the Settlement Amount reflects potential liabilities and obligations to the Stephan Insureds of the amount FFIC allegedly is obligated to pay.

3.5 Stephan Co., for and on behalf of itself, the Additional Insureds, and the other Stephan Insureds: (i) consents to the sale of the Policies, any Extra-Contractual Claims of Stephan Co., and any Extra-Contractual Claims of the Additional Insureds free and clear of all Interests and Claims of all Persons (including, without limitation, the Stephan Insureds) in accordance with the terms of this Settlement Agreement, and (ii) agrees and acknowledges that the contribution of the proceeds from such sale and settlement, as provided in the Plan and this Settlement Agreement, is a fair and reasonable compromise and exchange for value and constitutes reasonable and adequate consideration for any Interest or Claim any Stephan Insured may have in the Policies.

3.6 The Parties further agree that they have attempted to resolve the matters set forth herein in compliance with both state and federal law, and believe that the settlement terms adequately consider CMS's interest and do not reflect any attempt to shift responsibility for payment of medical expenses to CMS pursuant to 42 U.S.C. § 1395y(b). The Parties acknowledge, understand, and agree that any present or future action or decision by CMS, including actions regarding a Talc Personal Injury Claimant's eligibility or entitlement to receive Medicare or Medicare payments, will not render this Settlement Agreement (including the releases set forth in it) void or ineffective, or in any way affect the finality of this Settlement Agreement. The Trust is responsible for all future medical payments, including any and all claims by CMS and/or CMS contractors that have been or may be in the future arising out of, relating (directly or indirectly) in any way to, or in connection with this Settlement Agreement.

4. RELEASES AND SALE FREE AND CLEAR

4.1 Upon the occurrence of the Settlement Agreement Effective Date and FFIC's payment of the Settlement Amount, with no further action being required, Stephan Co., on its own behalf and on behalf of any other Person or Entity claiming by or through it, including the Additional Insureds and other Stephan Insureds:

a. hereby fully, finally, and completely surrenders, relinquishes, remises, releases, acquits and forever discharges the FFIC Released Parties from any and all past, present, and future: (i) Talc Personal Injury Claims; (ii) Claims that, directly or indirectly, are under, arise out of, relate to, or connect with the Policies or any other Claims that are covered or alleged to be covered under any of the Policies, including any Channeled Claims, Barred Claims, reimbursement obligations for Conditional Payments under the MSPA, and all Claims that, directly or indirectly, arise from, relate to, or are in connection with the Talc Personal Injury Claims or the Bankruptcy Case; and (iii) Estate Causes of Action;

b. further covenants and agrees to (i) withdraw any and all pending requests, demands, or tenders for defense or indemnity that were previously submitted on behalf of Stephan Co. or on behalf of any other Person or Entity (including any other Stephan Insured) under any of the Policies; and (ii) surrender, relinquish, and release any further right to tender or present any Claims by or on behalf of any Person or Entity under any of the Policies, acknowledging that the releases in this Section 4.1 specifically include all Unknown Talc Personal Injury Claims and demands that are based in whole or in part on Unknown Talc Personal Injury Claims; and

c. **with respect to all Claims released under this Section 4.1, waives any and all provisions, rights, and benefits conferred by Cal. Civ. Code 1542 or any law of any state of the United States, or any principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code 1542, which provides: "a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

Stephan Co. (on its own behalf and on behalf of the Additional Insureds) acknowledges and agrees that, by virtue of the foregoing release and this Settlement Agreement, the FFIC Released Parties shall have no duty under any of the Policies to defend or indemnify any Stephan Insured for any Claims, including but not limited to, any Talc Personal Injury Claims, whether known or unknown (including Unknown Talc Personal Injury Claims), and the Policies shall be considered null and void *ab initio*, and of no further force and effect.

4.2 Upon the occurrence of the Settlement Agreement Effective Date and FFIC's payment of the Settlement Amount, and with no further action being required, FFIC shall fully, finally, and completely remise, release, acquit, and forever discharge Stephan Co. from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are in connection with the Policies, including any Channeled Claims, Barred Claims, and reimbursement obligations for Conditional Payments under the MSPA, and all Claims that, directly or indirectly, arise from, relate to, or are in connection with the Talc Personal Injury Claims or the Bankruptcy Case.

4.3 Upon the occurrence of the Settlement Agreement Effective Date and FFIC's payment of the Settlement Amount, none of the Stephan Insureds shall assert against any FFIC Released Party any Claim with respect to any matter, conduct, transaction, occurrence, fact, or other circumstance that, directly or indirectly, arises out of, relates to, or is in connection with: (a) any of the Policies, (b) any other matter released pursuant to Sections 4.1 and 4.2 above, or (c) any Channeled Claim or Barred Claim.

4.4 Upon the occurrence of the Settlement Agreement Effective Date and FFIC's payment of the Settlement Amount, and following the amendment(s) of the Policies as set forth in Section 3.3 above, FFIC hereby buys back the Policies and any Extra-Contractual Claims of Stephan Co. and/or any Additional Insured, free and clear of all Claims and Interests of all Persons and Entities, including all Claims and Interests of: any Stephan Insured (including Stephan Co. and any Additional Insured) and any other Person or Entity claiming coverage by, through, or on behalf of any of Stephan Co.; any Covered Party; any other insurer (including Non-Settling Insurers); and any Talc Personal Injury Claimant, Tort Defendant, Joint Tortfeasor, or any other holder of a Barred Claim. This sale is pursuant to section 363(b), (f), and (m) of the Bankruptcy Code. The Parties acknowledge and agree, and the Approval Order shall find and conclude, that upon the occurrence of the Settlement Agreement Effective Date and FFIC's payment of the Settlement Amount: (i) FFIC is a good faith purchaser of the Policies and Interests therein, including any Extra-Contractual Claims of Stephan Co. and/or the Additional Insureds, within the meaning of section 363(m) of the Bankruptcy Code; (ii) the consideration exchanged constitutes a fair and reasonable settlement and compromise of the Parties' disputes and of their respective rights and obligations relating to the foregoing Policies and Interests therein (including any Extra-Contractual Claims of Stephan Co. and/or the Additional Insureds) and constitutes reasonably equivalent value; (iii) the releases in this Settlement Agreement and the policy buyback comply with the Bankruptcy Code and applicable nonbankruptcy law; (iv) the Policies and Interests therein shall be terminated and of no further force and effect; (v) FFIC's payment of the Settlement Amount constitutes FFIC's full and complete performance of any and all obligations under any of the Policies, including any performance owed to any Stephan Insured, and exhausts all limits of liability of the Policies; (vi) all Claims or Interests the Stephan Insureds may have had, may presently have, or in the future may have in the Policies are released pursuant to the terms of this Settlement Agreement; and (vii) Stephan Co., on its own behalf and on behalf of the other Stephan Insureds (including the Additional Insureds), accepts the Settlement Amount in full and complete compromise and satisfaction of all of FFIC's past, present, and future obligations, including any obligations to any Stephan Insured under such Policies or arising therefrom, as to any and all Claims for insurance coverage or policy benefits of any nature whatsoever that are under, arise out of, relate (directly or indirectly) to, or connect in any way with the Policies (including without limitation Coverage Claims and Related Insurance Claims), whether legal or equitable, known or unknown, suspected or unsuspected, fixed or contingent, and regardless of whether or not such Claims arise from, relate to, or are in connection with the Talc Personal Injury Claims, Channeled Claims, Barred Claims, the Bankruptcy Case, or otherwise.

4.5 If Stephan Co. enters into any agreement with any other one of the Settling Insurers in the Bankruptcy Case that provides that insurer with releases or other benefits that are more favorable than those contained in this Settlement Agreement, then Stephan Co. shall notify FFIC promptly of the existence of such more favorable releases or benefits and this Settlement Agreement shall be deemed to be modified to provide FFIC with those more favorable releases or benefits.

4.6 Notwithstanding anything in this Settlement Agreement, nothing in this Settlement Agreement is intended to or shall be construed to apply to or have any effect on the FFIC Released Parties' right to reinsurance recoveries under any reinsurance treaties, certificates, or contracts that cover losses arising under or in connection with the Policies or any other binder, certificate, or policy of insurance issued by FFIC.

4.7 Notwithstanding anything in this Settlement Agreement, nothing in this Settlement Agreement is intended to or shall be construed to release any Claims that any FFIC Released Party has or might have against any Non-Settling Insurer, except that, to the extent such other insurers have agreed or in the future agree to release any Claims against the FFIC Released Parties arising out of or related in any way to the Talc Personal Injury Claims, then the FFIC Released Parties also release such Claims against such other insurers to the same extent.

4.8 This Section 4 is not intended to, and shall not be deemed or construed to, release, waive, relinquish, or otherwise affect the Parties' rights and obligations under this Settlement Agreement.

5. TERMINATION OF AGREEMENT

5.1 The Parties may terminate this Settlement Agreement by mutual agreement in writing.

5.2 FFIC may terminate this Settlement Agreement upon ten (10) days written notice to Stephan Co. in the event of any of the following occurs prior to the Settlement Agreement Effective Date: (a) Stephan Co. (i) fails to effect proper service of the Approval Motion in accordance with Sections 2.1.1 and 2.1.2 of this Settlement Agreement and (ii) fails or refuses to correct such error within five (5) days of notification thereof from FFIC; (b) the Approval Order and the Plan Confirmation Order are not entered within six (6) months from the Petition Date; (c) the Bankruptcy Court enters an order that becomes a Final Order that (i) denies the Approval Motion or (ii) is contrary to or inconsistent with the Approval Order or the Plan Confirmation Order; (d) a plan that is contrary to or inconsistent with this Settlement Agreement is filed; (e) the Approval Motion or the Bankruptcy Plan is withdrawn or revoked; or (f) the Bankruptcy Case is dismissed or converted to a case under chapter 7 of the Bankruptcy Code.

5.3 In the event of termination pursuant to this Section 5, unless the Parties agree otherwise in writing, all Parties shall retain all of their Interests, rights, and obligations relating to the FFIC Policies as if this Settlement Agreement never existed.

6. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

6.1 The Parties separately represent and warrant as follows:

6.1.1 To the extent it is a corporation, including a non-profit, religious, or charitable corporation, or other legal entity, each Party has the requisite power and authority to enter into this Settlement Agreement and to perform the obligations contemplated by this Settlement Agreement, subject only to approval of the Bankruptcy Court or the District Court, as applicable; and

6.1.2 This Settlement Agreement has been thoroughly negotiated and analyzed by counsel to the Parties and executed and delivered in good faith pursuant to arm's length negotiations and for value and valuable consideration.

6.2 Stephan Co. represents and warrants that it has not assigned, and will not assign, any Interests or Claims in the Policies to any Person or Entity.

6.3 Stephan Co. represents and warrants that it is the owner of the Policies, and that no other Person or Entity has legal title to the Policies.

6.4 Stephan Co. represents and wants that it has not in any way assisted, and shall not in any way assist, any Person or Entity in the establishment or pursuit of any Claim, including any Channeled Claim or Barred Claim, against FFIC.

6.5 Stephan Co. represents and warrants that actual notice of the Approval Motion will be sent in accordance with Section 2.1.1 hereof, and as otherwise ordered by the Bankruptcy Court.

6.6 Stephan Co. and FFIC, respectively, represent and warrant that they have completed a reasonable search for evidence of any policy of insurance issued by FFIC to Stephan Co. that could afford coverage with respect to any Claim, including but not limited to, any Talc Personal Injury Claim. Other than the Policies identified in **Schedule 1**, no such policies have been identified. Notwithstanding the foregoing, nothing in this Settlement Agreement, including the Schedules or Exhibits hereto, shall be construed as or deemed to be an admission or evidence that any binder, certificate, or policy of insurance was in fact issued or affords coverage in connection with any Talc Personal Injury Claims.

6.7 Stephan Co. represents and warrants that it is the only known insured under the Policies and that all other Entities identified as named insureds or insureds under the Policies (including the Additional Insureds) are dissolved or have otherwise been merged into Stephan Co.

7. ACTIONS INVOLVING THIRD PARTIES

7.1 For purposes of supporting the releases granted in Section 4 and the extinguishment of any and all rights under the Policies resulting from the purchase and sale thereof contemplated by this Settlement Agreement, the Parties hereby agree as follows:

7.1.1 From and after (i) the occurrence of the Settlement Agreement Effective Date, and (ii) FFIC's payment of the Settlement Amount, if any other insurer of Stephan Co. obtains a judicial determination or binding arbitration award that it is entitled to obtain a sum certain from any FFIC Released Party as a result of a claim for contribution, subrogation, indemnification, or other similar Claim for an FFIC Released Party's alleged share or equitable share, or to enforce subrogation rights, if any, with respect to the defense or indemnity obligation of any FFIC Released Party for any Claims or reimbursement obligations for Conditional Payments released or resolved pursuant to this Settlement Agreement, Stephan Co. and the Trust shall voluntarily reduce any judgment or Claim against, or settlement with, such other insurers to the extent necessary to satisfy such contribution, subrogation, indemnification, or other Claims against such FFIC Released Party. To ensure that such a reduction is accomplished, each FFIC Released Party shall be entitled to assert this Section 7 as a defense to any action against it brought by any other insurer for any such portion of the judgment or Claim and shall be entitled to request that the court or appropriate tribunal issue such orders as are necessary to effectuate the reduction to protect such FFIC Released Party from any liability for the judgment or Claim. Moreover, if a Non-Settling Insurer asserts that it has a Claim for contribution, indemnity, subrogation, or similar relief against any FFIC Released Party, such Claim may be asserted as a defense against a Claim by Stephan Co., or the Trust in any coverage litigation (and Stephan Co. and/or the Trust may assert the legal and equitable rights of such FFIC Released Party in response thereto); and to the extent such a Claim is determined to be valid by the court presiding over such action, the liability of such Non-Settling Insurer to Stephan Co. or the Trust shall be reduced dollar for dollar by the amount so determined.

7.1.2 Unless this Settlement Agreement is terminated, FFIC shall not seek reimbursement for any payments it makes under this Settlement Agreement under theories of contribution, subrogation, indemnification, or similar relief from any other Settling Insurer unless that other insurer first seeks contribution, subrogation, indemnification, or similar relief from FFIC. Notwithstanding the foregoing, nothing in this Settlement Agreement, the Approval Order or the Plan Confirmation Order shall be construed as prohibiting FFIC from seeking recovery (including with respect to the Settlement Amount or otherwise) from its reinsurers or retrocessionaires in their capacity as such. Stephan Co. shall use commercially reasonable efforts to obtain from all Settling Insurers agreements substantially identical to those contained in this Section 7.1 and shall use commercially reasonable efforts to obtain similar agreements from any other insurer with which it settles in the future; *provided, however*, that the failure of Stephan Co., despite its commercially reasonable efforts, to obtain such an agreement from any insurer with which it settles will not be a basis to terminate this Settlement Agreement or excuse FFIC from performing its respective obligations hereunder.

7.2 Subject to the occurrence of the Settlement Agreement Effective Date and FFIC's payment of the Settlement Amount, and pursuant to the terms of the Plan, the Trust shall defend, indemnify, and hold harmless the FFIC Released Parties with respect to any and all of the following "**Indemnified Claims**": (a) Channeled Claims; (b) Barred Claims; and (c) any other Claim that (i) is under, arises out of, relates (directly or indirectly to), or connects in any way with any of the Policies or (ii) was otherwise released herein, including all such Claims made by (x) any Person or Entity claiming to be an insured (as a named insured, additional insured, or otherwise) under any of the Policies, (y) any Person or Entity who has made, will make, or can make a Talc Personal Injury Claim or Related Insurance Claim, and (z) any Person or Entity who has actually or allegedly acquired or been assigned the right to make a Claim under any of the Policies.

7.2.1 The FFIC Released Parties shall have the right (but not the obligation) to defend any Indemnified Claims identified in this Section 7.2 and shall do so in good faith. The FFIC Released Parties may (but are not required to) undertake the defense of any Indemnified Claim on receipt of such Indemnified Claim. The FFIC Released Parties agree to notify the Trust as soon as practicable of any Indemnified Claims and of their choice of counsel. If the FFIC Released Parties decline to defend any Indemnified Claim, the Trust shall undertake the defense of such Indemnified Claim.

7.2.2 The Trust shall reimburse all reasonable and necessary attorneys' fees, expenses, costs, and amounts incurred by the FFIC Released Parties in defending Indemnified Claims. The FFIC Released Parties may settle or otherwise resolve an Indemnified Claim only with the prior consent of the Trust, which consent shall not be unreasonably withheld. The Trust may settle or otherwise resolve an Indemnified Claim only with the prior consent of the FFIC Released Parties, which consent shall not be unreasonably withheld. The FFIC Released Parties' defense, settlement, or other resolution of any Indemnified Claims pursuant to this Section 7.2 shall not diminish the obligations of the Trust to indemnify the FFIC Released Parties for such Indemnified Claims, as set forth in this Section 7.2.

7.2.3 The Trust shall maintain a reserve with respect to its obligations relating to Indemnified Claims. The reserve will be in an amount and structure set forth in the Trust Documents reasonably acceptable to FFIC and Stephan Co.

7.3 If any Person or Entity attempts to prosecute a Barred Claim against the FFIC released Parties before the Approval Order and Plan Confirmation Order become Final Orders, then promptly following notice to do so from FFIC, Stephan Co. will file a motion and supporting papers to obtain an order from the Bankruptcy Court pursuant to sections 362 and 105(a) of the Bankruptcy Code protecting the FFIC Released Parties from any such Claims until the Plan Confirmation Order has become a Final Order, the Bankruptcy Case is dismissed, or this Settlement Agreement is terminated under Section 5 hereof.

8. MISCELLANEOUS

8.1 If any action or proceeding of any type whatsoever is commenced or prosecuted by any Person not a Party to this Settlement Agreement to invalidate, interpret, or prevent the validation or enforcement, or carrying out, of all or any of the provisions of this Settlement Agreement, the Parties mutually agree to cooperate fully in opposing such action or proceeding.

8.2 The Parties will take such steps and execute any documents as may be reasonably necessary or proper to effectuate the purpose and intent of this Settlement Agreement and to preserve its validity and enforceability.

8.3 The Parties shall cooperate with each other in connection with the Approval Motion, the Approval Order, the Plan, the Plan Confirmation Order, and the Bankruptcy Case. Such cooperation shall include consulting with each other upon reasonable request concerning the status of proceedings and providing each other with copies of reasonably requested pleadings, notices, proposed orders, and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof.

8.4 Notwithstanding any language to the contrary in this Settlement Agreement, under no circumstance will Stephan Co. be obligated to take any action that violates any obligation or duty owed by Stephan Co. to any other insurer, and if a court of competent jurisdiction determines that a term or condition in this Settlement Agreement does violate any obligation or duty owed by Stephan Co. to any other insurer, Stephan Co. shall be relieved of such term or condition, but the scope and finality of the releases and injunctions set forth in this Settlement Agreement shall not be affected or modified.

8.5 This Settlement Agreement (with the schedules and exhibits) constitutes a single integrated written contract that expresses the entire agreement and understanding between and among the Parties.

8.6 This Settlement Agreement may be modified only by a written amendment signed by all of the Parties, and no waiver of any provision of this Settlement Agreement or of a breach thereof shall be effective unless expressed in a writing signed by the waiving Party. The waiver by any Party of any of the provisions of this Settlement Agreement or of the breach thereof shall not operate or be construed as a waiver of any other provision or breach.

8.7 By entering into this Settlement Agreement, none of the Parties has waived or shall be deemed to have waived any rights, obligations, or positions they have asserted or may in the future assert in connection with any matter outside the scope of this Settlement Agreement. No part of this Settlement Agreement, its negotiation, or its performance may be used in any manner in any action, suit, or proceeding as evidence of the rights, duties, or obligations of the Parties with respect to matters outside the scope of this Settlement Agreement. All actions taken and statements made by the Parties or by their representatives relating to this Settlement Agreement or participation in this Settlement Agreement, including its development and implementation, shall be without prejudice or value as precedent.

8.8 This Settlement Agreement represents a compromise of disputed Claims and shall not be deemed an admission or concession regarding liability, culpability, wrongdoing, or insurance coverage. All related discussions, negotiations, and all prior drafts of this Settlement Agreement shall be deemed to fall within the protection afforded to compromises and to offers to compromise by Rule 408 of the Federal Rules of Evidence and any parallel state law provisions. Any evidence of the negotiations or discussions associated with this Settlement Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties, or obligations of the Parties, except that they shall be admissible to the extent they would have otherwise been admissible, absent this Section 8.8, in (i) an action or proceeding to enforce the terms of this Settlement Agreement, including any use as set forth in Section 7.1.1, or (ii) any possible action or proceeding between FFIC and any reinsurers or retrocessionaires. This Settlement Agreement shall not be used as evidence or in any other manner, in any court or dispute resolution proceeding, to create, prove, or interpret the FFIC Released Parties' obligations under the Policies or any other binder, certificate, or policy of insurance issued by FFIC.

8.9 None of the Parties shall make any public statements or disclosures (i) regarding another Party's rationale or motivation for negotiating or entering into this Settlement Agreement, or (ii) asserting or implying in any way that the Parties acted improperly or in violation of any duty or obligation, express or implied, in connection with any matter arising out of, relating to, or in connection with the Policies or any other binder, certificate, or policy of insurance issued or allegedly issued by the FFIC Released Parties, including handling of or involvement in connection with Barred Claims or the resolution of the Barred Claims, if any.

8.10 Neither this Settlement Agreement nor the rights and obligations set forth in this Settlement Agreement shall be assigned without the prior written consent of the other Parties.

8.11 This Settlement Agreement was jointly drafted by the Parties, and the wording of this Settlement Agreement was reviewed by legal counsel for each of the Parties, and each of them had sufficient opportunity to propose and negotiate changes prior to its execution. The language of all parts of this Settlement Agreement shall in all cases be construed as a whole according to its meaning and not strictly for or against any Party.

8.12 Section titles and headings contained in this Settlement Agreement are included only for ease of reference and shall have no substantive effect.

8.13 All notices, demands, or other communication to be provided pursuant to this Settlement Agreement shall be in writing and sent by e-mail and Federal Express or other overnight delivery service, costs prepaid, to the Parties at the addresses set forth below, or to such other Entity or address as any of them may designate in writing from time to time:

If to Stephan Co. or any Additional Insured:

Henry Jacobi
The Stephan Company
2211 Reach Road, Suite B4
Williamsport, PA 17701

with copies to:

Verrill Dana, LLP
1 Portland Square, Floor 10
Portland, ME 04101
Attn: Robert J. Keach

If to FFIC or the FFIC Released Parties:

Shaun McKernan
Allianz Reinsurance America, Inc. (AZRA)
P.O. Box 750039
Petaluma, CA 94975

with copies to:

Stradley Ronon Stevens & Young LLP
100 Park Avenue, Suite 2000
New York, NY 10017
Attn: Paul Kalish
Marc Haas

-and-

Parker, Hudson, Rainer & Dobbs LLP
303 Peachtree Street, Suite 3600
Atlanta, GA 30308
Attn: Harris B. Winsberg
Matthew G. Roberts

8.14 This Settlement Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. This Settlement Agreement may be executed and delivered by facsimile, e-mail, or other electronic image, which facsimile, e-mail, or other electronic image counterparts shall be deemed to be originals.

8.15 Nothing contained in this Settlement Agreement shall be deemed or construed to constitute (a) an admission by the FFIC Released Parties that Stephan Co., any Stephan Insured, or any other Person or Entity, was or is entitled to any insurance coverage under any of the Policies or any other binder, certificate, or policy of insurance issued by the FFIC Released Parties or as to the validity of any of the positions that have been or could have been asserted by Stephan Co. or any other Stephan Insured, (b) an admission by Stephan Co. or any other Stephan Insured as to the validity of any of the positions or defenses to coverage that have been or could have been asserted by the FFIC Released Parties or any Claims that have been or could have been asserted by Stephan Co. or any other Stephan Insured against the FFIC Released Parties, or (c) an admission by Stephan Co., any other Stephan Insured, or any of the FFIC Released Parties of any liability whatsoever with respect to any of the Talc Personal Injury Claims.

8.16 All of the Persons and Entities included in the definition of FFIC Released Parties, including FFIC's reinsurers or retrocessionaires solely in their capacity as such, all of the Parties to this Agreement, and the Trust are intended beneficiaries of this Settlement Agreement. Except as set forth in the preceding sentence or otherwise set forth in this Settlement Agreement, there are no third-party beneficiaries of this Settlement Agreement.

8.17 The Stephan Insureds and the FFIC Released Parties shall each be responsible for their own fees and costs incurred in connection with the Bankruptcy Case, this Settlement Agreement, and the implementation of this Settlement Agreement.

8.18 The following rules of construction shall apply to this Settlement Agreement:

8.18.1 Unless the context of this Settlement Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby," and derivative or similar words refer to this entire Settlement Agreement; and (iv) the words "include," "includes," or "including" shall be deemed to be followed by the words "without limitation."

8.18.2 References to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions regardless of whether specifically referenced in this Settlement Agreement.

8.18.3 The use of the terms "intend," "intended," or "intent," when describing the intention of the Parties, as the case may be, shall not be construed to create a breach of this Settlement Agreement when the stated intent is not achieved.

8.19 The Bankruptcy Court in the Bankruptcy Case shall retain jurisdiction to interpret and enforce the provisions of this Settlement Agreement, which shall be construed in accordance with Florida law without regard to conflicts of law principles thereof. The FFIC Released Parties do not, by virtue of this Section 8.19 or any other provision in this Settlement Agreement, consent to the Bankruptcy Court's jurisdiction as to any other matter.

8.20 This Settlement Agreement shall be effective on the Settlement Agreement Effective Date. Subject to and conditioned upon the occurrence of the Settlement Agreement Effective Date, this Settlement Agreement and Stephan Co.'s obligations under this Settlement Agreement shall be binding on Stephan Co. and shall survive the entry of the Plan Confirmation Order.

8.21 Nothing in this Settlement Agreement will prevent FFIC from allocating the Settlement Amount among the Policies at FFIC's discretion.

8.22 If any provision of this Settlement Agreement, or the application thereof, shall for any reason or to any extent, be construed to be invalid or unenforceable, the remainder of this Settlement Agreement, and the application of such provision to other circumstances, shall be interpreted so as to best effect the intent of the Parties, unless such determination of invalidity or unenforceability deprives any Party of the substantial benefit of its bargain.

8.23 The Parties agree that all matters relating to the negotiation and terms of this Settlement Agreement (including by way of example and not limitation, all prior drafts, exchanges of terms, and related discussions or correspondence) shall be confidential and are not to be disclosed except by order of court or consent of the Parties in writing. This Section 8.23 does not prevent or prohibit the Parties from publicly filing on the docket in the Bankruptcy Case the final, executed copy of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

[*Signatures Follow*]

EXECUTION COPY

THE STEPHAN COMPANY

By: ______________________

Name Printed: Henry Jacobi

Title: CEO

Date: 4/22 2026

614 BARBER SUPPLY, INC.
AMERICAN MANICURE, INC.
APPLETON BARBER SUPPLY
BOWMAN BEAUTY & BARBER SUPPLY, INC.
BOWMAN NBS, INC.
COLUMBUS BARBER SUPPLY
FOXY PRODUCTS, INC.
LEE STAFFORD BEAUTY GROUP, INC.
MAJOR ADVANCE, INC.
MD BARBER SUPPLY
MD BARBER SUPPLY, LLC
MORRIS FLAMINGO
MORRIS FLAMINGO-STEPHAN, INC.
NATIONWIDE-STEPHAN, INC.
NORVA BARBER SUPPLY
OLD 97 COMPANY
SCIENTIFIC RESEARCH PRODUCTS, INC. OF DELAWARE
SIMPLY ORGANICS BEAUTY PRODUCTS, INC.
SORBIE DISTRIBUTING CORPORATION
SORBIE ACQUISITION COMPANY
STEPHAN & CO., INC.
STEPHAN DISTRIBUTING, INC.
TREVOR SORBIE OF AMERICA, INC.
TREVOR SORBIE S.A., INC.
WILLIAMSPORT BARBER AND BEAUTY SUPPLY CORP., *and*
WILLIAMSPORT BOWMAN BARBER SUPPLY

By: **THE STEPHAN COMPANY**

By: ______________________

Name Printed: Henry Jacobi

Title: CEO

Date: 4/22 2026

EXECUTION COPY

FIREMAN'S FUND INSURANCE COMPANY
on behalf of itself and
FIREMAN'S FUND INSURANCE COMPANY OF WISCONSIN

Signed by:

By: Shaun McKernan

8E4FC137C458472...

Name Printed: Shaun McKernan

Title: Claims Adjuster, Allianz Reinsurance America, Inc. (*Authorized Claims Administrator for FFIC*)

Date: 4/20/2026 2026

Schedule 1

Known FFIC Policies

Carrier	First Named Insured	Policy Period	Policy Number
Fireman's Fund Insurance Company of Wisconsin	The Stephan Company	07/28/1994 – 07/28/1995	MZX80602192
Fireman's Fund Insurance Company of Wisconsin	The Stephan Company	07/28/1995 – 07/28/1996	MZX80627400
Fireman's Fund Insurance Company of Wisconsin	The Stephan Company	07/28/1996 – 07/28/1997	MZX80652888
Fireman's Fund Insurance Company of Wisconsin	The Stephan Company	07/28/1997 – 07/28/1998	MZX80679953
Fireman's Fund Insurance Company	Morris Flamingo-Stephan, Inc.	05/31/1998 – 05/31/1999	DZX80705088
Fireman's Fund Insurance Company	Norva Barber Supply	04/18/1975 – 04/18/1978	LA02277083[1]

[1] Neither Stephan Co. nor FFIC has been able to locate a copy of any policy bearing this number (and likewise cannot locate any documentation or other evidence of the terms of any such policy).

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Schedule 2

Co-Defendant Notice Parties

Notice will be served upon the registered agents of the following parties and their known counsel of record:

COMPANY NAME	REGISTERED AGENT & ADDRESS
3M COMPANY	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
4520 CORP INC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
831 SOUTH FIRST STREET, INC.	CT CORPORATION SYSTEM, 450 VETERANS MEMORIAL PARKWAY, SUITE 7A, EAST PROVIDENCE, RI 02914
84 LUMBER COMPANY, A LIMITED PARTNERSHIP	CORPORATE CREATIONS NETWORK INC., 12747 OLIVE BOULEVARD, #300, ST. LOUIS, MO 63141
A. SCHULMAN, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
A.E.C.O.M. ENERGY & CONSTRUCTION, INC.	CT CORPORATION SYSTEM, 1300 EAST NINTH STREET, CLEVELAND, OH 44114
A.G.C.O. CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
A.H. BENNETT COMPANY	KYLE MANSFIELD, 250 MARQUETTE AVENUE, STE. 1200, MINNEAPOLIS , MN 55401
A.O. SMITH CORPORATION	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
A.O. SMITH CORPORATION WATER PRODUCTS CO.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
A.R. WILFLEY AND SONS, INC.	LINK MICHAEL WILFLEY, 5870 E 56TH AVE, COMMERCE CITY, CO 80022
A.W. CHESTERTON CO.	CT CORPORATION SYSTEM, 155 FEDERAL ST., SUITE 700, BOSTON, MA 02110
A.W. KUETTEL & SONS, INC.	ADAM KUETTEL, 3930 AIRPARK BOULEVARD, DULUTH, MN 55811
AALBERTS INTEGRATED PIPING SYSTEMS AMERICAS INC	CORPORATION SERVICE COMPANY, 2626 GLENWOOD AVE, STE 550 , RALEIGH, NC 27608

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
AARDVARK CLAY & SUPPLIES, INC.	GEORGE EDWARD JOHNSTON, 1400 E POMONA ST, SANTA ANA, CA 92705
ABB INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
ABB MOTORS AND MECHANICAL INC. F/K/A BALDOR ELECTRIC COMPANY	CT CORPORATION SYSTEM, 5661 TELEGRAPH RD. STE 4B, SAINT LOUIS, MO 63129-4275
ABC SUPPLY CO., INC.	CORPORATION SERVICE COMPANY, 33 EAST MAIN STREET, SUITE 610, MADISON, WI 53703
ABLE SUPPLY CO INC	7323 MONTICELLO AVE, SKOKIE, IL 60076*
ACCURATE FELT & GASKET MANUFACTURING CO.	RUTH ANN GURNEY, 3239 S 51ST AVENUE, CICERO, IL 60650-4063
ACE HARDWARE CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ACE HEATERS, LLC	CT CORPORATE SYSTEM, 28 LIBERTY STREET, NEW YORK, NY 10005
ACF INDUSTRIES LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ACME LIQUIDATING CORP.	THE CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER 1209 ORANGE STREET, WILMINGTON, DE 19801
ACME MARKETS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
ACTUANT CORPORATION	CT CORPORATION SYSTEM, 711 CAPITOL WAY, STE 204, OLYMPIA, WA 98501-1267
ADVANCE AUTO PARTS, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ADVANCE STORES COMPANY INCORPORATED	CORPORATION SERVICE COMPANY, 100 SHOCKOE SLIP FL 2, RICHMOND, VA 23219-4100
ADVANCED DISPOSAL SERVICES ORCHARD HILLS LANDFILL, INC.	CT CORPORATION SYSTEM, 208 SO LASALLE ST, SUITE 814, CHICAGO, IL 60604-1101
ADVANCED DISPOSAL SERVICES	CT CORPORATION SYSTEM, 208 SO LASALLE ST, SUITE 814, CHICAGO, IL 60604-1101

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
SOLID WASTE MIDWEST, LLC	
AECOM	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
AECOM ENERGY & CONSTRUCTION, INC	CT CORPORATION SYSTEM, 4400 EASTON COMMONS WAY, SUITE 125, COLUMBUS, OH 43219
AEGION ENERGY SERVICES, INC.	CSC LAWYERS INCORPORATING SERVICE, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
AERCO INTERNATIONAL, INC.	CT CORPORATION SYSTEM, 820 BEAR TAVERN ROAD, WEST TRENTON, NJ 08628
AEROJET ROCKETDYNE, INC.	CT CORPORATION SYSTEM, 4400 EASTON COMMONS WAY, SUITE 125, COLUMBUS, OH 43219
AFC-HOLCROFT, LLC	THIERRY ALLIROT, 49630 PONTIAC TRAIL, 46664 N HILL DR, WIXOM, MI 48393
AFTON PUMPS INC.	MICHAEL L DERR, REGISTERED AGENT, 7335 AVENUE N HOUSTON, TX 77011-1709
AGCO CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
AGRI BUSINESS INTERNATIONAL, INC.	MARILYN L. SAUNDERS, 70 GRADY KNIGHT IND CT., VILLA RICA, GA 30180
AGRIGENETICS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
AGRINAUTICS, INC.	DANNA DAY, 2144 W MESA HILLS DR, CEDAR CITY, UT 84720
AGWAY ENERGY SERVICES	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
AH BENNETT COMPANY	900 GLENWOOD AVE, MINNEAPOLIS, MN 55405*
AHLSTOM-MUNSKJO SPECIALTY SOLUTIONS ACQUISITION LLC	KARI KOHONEN , 600 THILMANY ROAD, P.O. BOX 600, KAUKAUNA, WI 54130
AHLSTROM-MUNKSJO MOSINEE LLC FKA EXPERA MOSINEE	100 MAIN STREET, MOSINEE, WI 54455-1440*

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
AHOLD DELHAIZE USA SERVICES LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
AHOLD USA, INC	CSC-LAWYERS INCORPORATING SERVICE COMPANY, 7 ST. PAUL STREET, SUITE 820, BALTIMORE, MD 21202
AII ACQUISITION, LLC	GRANT T. DOWNING, 222 W. COMSTOCK AVENUE, SUITE 101, WINTER PARK, FL 32789
AIR & LIQUID SYSTEMS CORPORATION	CT CORPORATION SYSTEM, 40600 ANN ARBOR RD E, STE 201, PLYMOUTH, MI 48170
AIR LIQUIDE AMERICA, LP	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
AIR PRODUCTS AND CHEMICALS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
AIRPORT PHARMACY, INC.	J H PHILLIPS JR, 3907 EDMUND ROAD, WEST COLUMBIA, SC 29170
AIRTEK, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
AISIN CORPORATION F/K/A AISIN SEIKI CO. LTD. OR AISIN HOLDINGS OF AMERICA, INC.	PRENTICE-HALL CORPORATION SYSTEM, INC., 801 ADLAI STEVENSON DRIVE, SPRINGFIELD, IL 62703
AISIN CORPORATION/WORLD CORP. OF AMERICA	CSC-LAWYERS INCORPORATING SERVICE (COMPANY), 3410 BELLE CHASE WAY, STE 600, LANSING, MI 48911
AJAX MAGNETHERMIC CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
AJAX MANUFACTURING COMPANY	CORPORATION SERVICE COMPANY, 50 WEST BROAD STREET, COLUMBUS, OH 43215
AJAX STEEL CO LLC	JACK P. KINNAW, 5028 ROYAL BURGESS DRIVE, ST. PETERS, MO 63304
AKEBONO BRAKE CORPORATION	COLLEEN REED, 34385 WEST TWELVE MILE RD., FARMINGTON HILLS, MI 48331
AKZO NOBEL PAINTS, LLC F/K/A THE GLIDDEN COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
ALABAMA POWER COMPANY	TERESA G BLACK, 600 NORTH 18TH STEET, BIRMINGHAM, AL 35203
ALBANY INTERNATIONAL CORP.	UNITED AGENT GROUP INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
ALBERICI CONSTRUCTORS, INC.	CT CORPORATION SYSTEM, 5661 TELEGRAPH RD STE 4B, SAINT LOUIS, MO 63129-4275
ALBERTSONS COMPANIES, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
ALBION PHARMACY, INC.	603 MAIN STREET, PO BOX 10, EMLENTON, PA 16373
ALCATEL-LUCENT USA, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ALCO INDUSTRIES, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ALDI INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
ALDI INTERNATIONAL, LLC	PARACORP INCORPORATED, 2140 S DUPONT HWY, CAMDEN, DE 19934
ALDRICH PUMP LLC	CORPORATION SERVICE COMPANY, 2626 GLENWOOD AVENUE, SUITE 550, RALEIGH, NC 27608
ALFA LAVAL, INC.	CT CORPORATION SYSTEM, 820 BEAR TAVERN ROAD, WEST TRENTON, NJ 08628
ALFA ROMEO	CT CORPORATION SYSTEM, 28 LIBERTY ST., NEW YORK, NY 10005
ALLEGHENY TECHNOLOGIES INC	2021 MCKINNEY AVE, STE. 1100, DALLAS, TX 75201*
ALLEN-BRADLEY COMPANY, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
ALLEN-SHERMAN-HOFF	DIAMOND POWER ETC, 2600 E MAIN STREET, LANCASTER, OH 43130
ALLIANCE LAUNDRY HOLDINGS INC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
ALLIANCE LAUNDRY SYSTEMS LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
ALLIED AIR ENTERPRISES LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ALLIED GLOVE CORPORATION	433 E. STEWART ST., MILWAUKEE, WI 53207-1251*
ALLIED INSULATION SUPPLY CO., INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
ALLIED WASTE INDUSTRIES, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
ALLIED WASTE SERVICES OF NORTH AMERICA, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
ALLIS/AGCO CORPORATION F/K/A MASSEY FERGUSON	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ALLISON TRANSMISSION, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
ALMAY, INC.	CORPORATE CREATIONS NETWORK INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
ALPHA BETA COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
ALPHA TANK & PUMP DISTRIBUTION CO., LLC	AARON T. FRY, 1660 KELLER PARKWAY, STE 100, KELLER, TX 76248
ALTER TRADING CORPORATION	1640 W BRUCE ST, MILWAUKEE, WI 53204-1103*
ALTER TRADING, INC.	REGISTERED AGENTS, LTD., 1013 CENTRE RD, STE. 403-A, WILMINGTON, DE 19805
ALTICOR INC.	UNITED AGENT GROUP INC., 28175 HAGGERTY ROAD, NOVI, MI 48377
ALYESKA PIPELINE SERVICE COMPANY	P.O. BOX 196660, ANKORAGE, AK 99519-6660 *
AM GENERAL LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
AM RETAIL GROUP, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
AMAZON.COM, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
AMCHEM PRODUCTS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
AMCORD, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
AMENTUM ENVIRONMENT & ENERGY, INC.	CT CORPORATION SYSTEM, 4400 EASTON COMMONS WAY, SUITE 125, COLUMBUS, OH 43219
AMEREN CORPORATION	CT CORPORATION SYSTEM, 5661 TELEGRAPH RD STE 4B, SAINT LOUIS, MO 63129-4275
AMEREN ILLINOIS COMPANY	CT CORPORATION SYSTEM, 5661 TELEGRAPH RD STE 4B, SAINT LOUIS, MO 63129-4275
AMEREN MISSOURI	CT CORPORATION SYSTEM, 5661 TELEGRAPH RD STE 4B, SAINT LOUIS, MO 63129-4275
AMERICAN ART CLAY CO., INC.	LESTER B SANDOE III, 6060 GUION ROAD, INDIANAPOLIS, IN 46254
AMERICAN AXLE & MANUFACTURING, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
AMERICAN BILTRITE, INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
AMERICAN BOILER TANK & WELDING CO., INC.	WILLIAM A NOVAK, 53 PLEASANT STREET, ALBANY, NY 12207
AMERICAN BRIDGE COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
AMERICAN ELECTRIC POWER COMPANY INC.	CT CORPORATION SYSTEM, 28 LIBERTY ST., NEW YORK, NY 10005
AMERICAN FRICTION, INC.	JIM JACKSON, 2401 WILSON ROAD HUMBLE, TX 77396
AMERICAN HONDA MOTOR CO.	CSC LAWYERS INCORPORATING SERVICE, 2710 GATEWAY OAKS DRIVE SUITE 150N, SACRAMENTO CA 95833
AMERICAN HONDA MOTOR CO., INC.	1505 CORPORATION CSC - LAWYERS INCORPORATING SERVICE, 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA 95833
AMERICAN INTERNATIONAL INDUSTRIES	STEFEE I VELINOVA, 2220 GASPAR AVENUE, LOS ANGELES, CA 90040

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
AMERICAN LAUNDRY MACHINERY INC.	THE CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER 1209 ORANGE STREET, WILMINGTON, DE 19801
AMERICAN OPTICAL CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
AMERICAN PREMIER UNDERWRITERS, INC.	UNITED AGENT GROUP INC., 900 STATE ST, STE 300, ERIE, PA 16501
AMERICAN SALES CO	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
AMERICAN SECURITY PRODUCTS CO.	CHAD FILLA, 11925 PACIFIC AVE, FONTANA, CA 92337
AMERICAN/BORG-WARNER	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
AMERICA'S TRAILER COMPANY, LLC	TOM G. PISTACCHIO, 4907 E WATERLOO ROAD, STOCKTON, CA 95215
AMERON INTERNATIONAL CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
AMETEK, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
AMHERST POTTERS SUPPLY	FRED ENGLANDER, 47 EAST ST, STE 3, HADLEY, MA 01035-9788
AMPCO METAL INCORPORATED	SUSAN L. DAWSON, 3701 ALGONQUIN RD, STE. 390, ROLLING MEADOWS, IL 60008
AMPHENOL CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
AMSTED INDUSTRIES INCORPORATED	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
AMSTED RAIL COMPANY INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
AMTROL, INC.	CT CORPORATION SYSTEM, 450 VETERANS MEMORIAL PARKWAY, SUITE 7A, EAST PROVIDENCE, RI 02914
AMWAY CORP.	7575 FULTON STREET EAST, ADA, MICHIGAN, 49355*

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
ANADARKO E&P ONSHORE LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
ANCHOR DARLING VALVE COMPANY	CT CORPORATION SYSTEM, 600 NORTH SECOND STREET, SUITE 401, HARRISBURG, PA 17101
ANCO INSULATIONS, INC.	CT CORPORATION SYSTEM, 3867 PLAZA TOWER DRIVE, BATON ROUGE, LA 70816
ANCO-EAGLIN, INC.	MARK D. BULMER, 4035 PREMIER DR., SUITE 300, HIGH POINT, NC 27265
ANDES CANDIES	NATIONAL REGISTERED AGENTS, INC., 301 S. BEDFORD ST, STE. 1, MADISON, WI 53703
ANDIS COMPANY	MATTHEW K ANDIS, 1800 RENAISSANCE BLVD, STURTEVANT, WI 53177
ANDRITZ METALS USA INC F/K/A ANDRITZ BRICMONT INC.	CORPORATION SERVICE COMPANY, 2595 INTERSTATE DR #103, HARRISBURG, PA 17110
ANHEUSER-BUSCH INBEV WORLDWIDE INC.	CT CORPORATION SYSTEM, 120 S. CENTRAL AVE, CLAYTON, MO 63105
ANHEUSER-BUSCH LLC	CT CORPORATION, 5661 TELEGRAPH RD, STE 4B, SAINT LOUIS, MO 63129-4275
ANTI MONKEY BUTT INC.	THE CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER 1209 ORANGE STREET, WILMINGTON, DE 19801
APEX OIL COMPANY	CT CORPORATION SYSTEM, 5661 TELEGRAPH RD STE 4B, SAINT LOUIS, MO 63129-4275
API HEAT TRANSFER INC	INNA KUZMANOVA, CAO, 2777 WALDEN AVE, BUFFALO, NY 14225-4788
APPALACHIAN POWER COMPANY	CT CORPORATION, 4701 COX RD STE 285, GLEN ALLEN, VA, 23060-6808
APPLETON/EMERSON	9377 W HIGGINS RD, RIOSEMONT, IL 60018*
APU CONSOLIDATED, INC.	UNITED AGENT GROUP INC., 900 STATE STREET, SUITE 300, ERIE, PA 16501
AQUA WELL & PUMP SYSTEMS INC.	TRISHA VUKODINOVICH, 124 N OAKRIDGE DRIVE, NORTH PRAIRIE, WI 53153
ARAMIS, INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
ARBILL INDUSTRIES, INC.	ARBILL INDUSTRIES, INC., 10450 DRUMMOND ROAD, PHILADELPHIA, PA 19154
ARCELORMITTAL USA HOLDINGS LLC	THE CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER 1209 ORANGE STREET, WILMINGTON, DE 19801
ARCELORMITTAL USA LLC	833 W. LINCOLN HWY, STE. 200 E, SCHERERVILLE, IN 46375*
ARCHER-DANIELS-MIDLAND COMPANY	THE CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER 1209 ORANGE STREET, WILMINGTON, DE 19801
ARCTIC INSULATION AND MANUFACTURING LLC	3042 SOUTH BIG LAKE ROAD, BIG LAKE, AK 99652*
ARGO PACKING COMPANY	MICHAEL F EHRLICH, 1001 EAST ENTRY DRIVE SUITE 20 PITTSBURGH, PA 15216
ARIENS COMPANY	JAMES YOUNG, 655 W RYAN ST, BRILLION, WI 54110-1072
ARKEMA INC. F/K/A PENNWALT CORPORATION	900 FIRST AVENUE, KING OF PRUSSIA, PA 19406
ARMCO STEEL CORPORATION	1 OXFORD CENTER, 301 GRANT STREET, PITTSBURGH, PA 15219*
ARMOR SAFE TECHNOLOGIES LLC	5916 STONY CREEK DRIVE, STE. 100, THE COLONY, TX 75056*
ARMOR SAFE TECHNOLOGIES, L.L.C.	LARRY A. ROBINSON, 3951 TEAL COVE LANE, THE COLONY, TX 75056
ARMSTRONG INTERNATIONAL, INC.	DAVID DYKSTRA, 900 MAPLE STREET, THREE RIVERS, MI 49093
ARMSTRONG PUMPS, INC.	INCORP SERVICES, INC., PO BOX 94438, LAS VEGAS, NV 89193-4438
ART'S-WAY MANUFACTURING CO., INC.	COGENCY GLOBAL INC., 850 NEW BURTON ROAD, STE. 201, DOVER, DE 19904
ARVINMERITOR/MERITOR CHAINS (VARIOUS)	CORPORATION SERVICE COMPANY, 135 NORTH PENNSYLVANIA STREET, SUITE 1610, INDIANAPOLIS, IN 46204
ASBESTOS CORPORATION LIMITED	840 BOUL OUELLET, THETFORD MINES, QC, G6G 7A5, CANANDA

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
ASBESTOS INSULATION & SUPPLY CO.	1129 S 41 ST., MANITOWOC, WI 54220*
ASCENDIA BRANDS CO., INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
ASCHINGER ELECTRIC COMPANY	KEITH L. ASCHINGER, 877 HORAN DR., PO BOX 26322, FENTON, MO 63026
ASHLAND INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON DE 19801
ASHLEY ENERGY LLC	MALSON L. MILLER, ONE ASHLEY PLACE, ST. LOUIS, MO 63102
ASSOCIATED BUILDERS, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ASSOCIATED ELECTRIC COOPERATIVE, INC.	GLENDA L. CAFER, 2921 SW WANAMAKER DR., STE. 101, TOPEKA, KS
ASSOCIATED PIPE LINE CONTRACTORS, INC.	CT CORPORATE SYSTEM, 811 DALLAS AVE, HOUSTON, TX 75203
ASTEN JOHNSON	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ASTRAL BRANDS, INC.	ROBERT K. COHEN, 3340 PEACHTREE ROAD NE, STE. 2600, ATLANTA, GA 30326
AT&T CORP.	CT CORPORATE SYSTEM, 1999 BRYAN STREET, STE. 900, DALLAS, TX 75201
ATI, INC.	CT CORPORATE SYSTEMS, 1999 BRYAN ST., STE. 900, DALLAS, TX 75201
ATLANTIC RICHFIELD COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
ATLAS COPCO COMPRESSORS	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
ATLAS COPCO COMPRESSORS LLC	CT CORPORATION SYSTEM, 160 MINE LAKE CT, STE 200, RALEIGH, NC 27615-6417
ATLAS COPCO NORTH AMERICA INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
ATLAS TURNER INC.	JOHN LEBOUTILLIER, 5599 CANTERBURY MONTREAL, QC H3T 1S8, CANADA
ATWOOD & MORRILL CO., INC.	CT CORPORATION SYSTEM, 1633 BROADWAY, NEW YORK, NY 10019
AUBURN TECHNOLOGY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
AUDI OF AMERICA	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
AURORA PUMP COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
AUTOMOTIVE PARTS HEADQUARTERS	CURTIS MUND, 1002 DAKOTA AVE, WAHPETON, ND 58075-4321
AUTONEUM NORTH AMERICA, INC.	CT CORPORATION SYSTEM, 334 NORTH SENATE AVE, INDIANAPOLIS, IN 46204
AUTOPART INTERNATIONAL	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
AUTOZONE WEST, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
AUTOZONE, INC.	CT CORPORATION SYSTEM, 701 S CARSON ST STE 200, CARSON CITY, NV 89701
AVALON PHARMACY INC.	AVALON PHARMACY INC., C/O NY SECRETARY OF STATE, 99 WASHINGTON AVENUE, ALBANY, NY 12231
AVCO/TEXTRON	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
AVENTIS INC.	CT CORPORATION SYSTEM, 820 BEAR TAVERN ROAD, WEST TRENTON, NJ 08628
AVON PRODUCTS, INC.	CT CORPORATION SYSTEM, 28 LIBERTY ST., NEW YORK, NY 10005
AW KUETTEL & SONS INC	3930 AIRPOARK BLVD., DULUTH, MN 55811*
AWT AIR COMPANY	CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, NEW YORK, NY 10011
B&B HOBBIES & CRAFT GALLERY	BRIAN BREMER, 908 WATERTOWER LN, MIAMISBURG, OH 45342

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
BACOU-DALLOZ D/B/A WILLSON SAFETY PRODUCTS	CT CORPORATION SYSTEM, 450 VETERANS MEMORIAL PARKWAY, SUITE 7A, EAST PROVIDENCE, RI 02914
BAHNSON MECHANICAL SYSTEMS A/K/A EMCOR GROUP, INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BAKER HUGHES INCORPORATED	CT CORPORATION SYSTEM, 28 LIBERTY STREET, NEW YORK, NY 10005
BAKER HUGHES OILFIELD OPERATIONS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BAKER'S PRIDE, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BALL STATE UNIVERSITY FOUNDATION, INC.	AMY MCCLURE, 2800 W BETHEL AVE, MUNCIE, IN 47304
BALMAIN (USA) LLC	KVB PARTNERS, INC., WORLD FINANCIAL DISTRICT, 60 BROAD STREET, STE. 3502, NEW YORK, NY
BALTIMORE AIRCOIL COMPANY, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BALTIMORE ENNIS LAND COMPANY	CT CORPORATION SYSTEM, 1200 S. PINE ISLAND ROAD, PLANTATION, FL 33324
BANDIT INDUSTRIES, INC.	CAROL TAYLOR, 6750 W MILLBROOK ROAD, REMUS, MI 49340
BANK OF AMERICA CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BANTAMWESSON A/K/A ENERGY MANAGEMENT PROFESSIONALS LLC D/B/A VALIANT ENERGY SOLUTIONS	HALLORAN & SAGE, LLP, 225 ASYLUM ST 18TH FLR, HARTFORD, CT 06103
BARE ESCENTUALS BEAUTY, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BAREMINERALS US HOLDCO INC.	THE CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER 1209 ORANGE STREET, WILMINGTON, DE 19801
BARGAIN BARN LLC	UNASSIGNED AGENT

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
BARKO HYDRAULICS, L.L.C.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BARNES & JONES, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BARRETT MINERALS INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BARRETTS MINERALS INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BARTELL DRUG COMPANY	CT CORPORATION SYSTEM, 711 CAPITOL WAY, STE. 204, OLYMPIA, WA 98501-1267
BARTELT INSULATION SUPPLY INC.	MATTHEW BARTELT, 3117 N MARSHALL RD, APPLETON, WI 54911
BASF CATALYSTS LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BASF CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BASIN DRILLING, CORP.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BATH AND BODY WORKS, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BATUS/BAT TOBACCO ENTITIES	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BAXTER HEALTHCARE INTERNATIONAL AND AMERICAN HOSPITAL SUPPLY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BAXTER INTERNATIONAL INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BAYER AG	CORPORATE SERVICE COMPANY, 300 DESCHUTES WAY SW, STE. 208 MC-CSC1, TUMWATER, WA 98501
BAYER CONSUMER CARE HOLDINGS LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
BAYER CORPORATION	ILLINOIS CORPORATION SERVICE, 801 ADLAI STEVENSON DR., SPRINGFIELD, IL 62703
BAYER CROPSCIENCE, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BAYER HEALTHCARE LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BAYER SAMSON II LLC D/B/A DR. SCHOLL'S LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BEACON CMP CORPORATION	P.O. BOX 103, KENILWORTH, NJ 07033
BEAR AUTOMOTIVE EQUIPMENT	EMILIO BANCHS, 6950 EAST N AVE, KALAMAZOO, MI 49048-9784
BEATY INVESTMENTS LLC	RYAN BEATY, 20430 VIA TALAVERA, YORBA LINDA, CA 92887
BEAUDOIN, INC. F/K/A BILL'S AUTO PARTS	AIMEE BEAUDOIN, 844 TOLLAND STAGE ROAD, TOLLAND, CT 06084
BEAUTY 21 COSMETICS, INC.	2021 S. ARCHIBALD AVE., ONTARIO, CA 91761
BEAZER EAST, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BECHTEL CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BECHTEL/SEQUOIA VENTURES	UNITED AGENT GROUP INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
BELDEN WIRE & CABLE COMPANY	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BELK, INC.	NATIONAL REGISTERED AGENTS, INC., 1209 ORANGE STREET, WILMINGTON, DE 19801
BELL TEXTRON INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BEN NYE CO., INC.	1505 CORPORATION, CT CORPORATION SYSTEM, 330 N BRAND BLVD, GLENDALE, CA 91203
BENCO DENTAL SUPPLY CO.	NATIONAL REGISTERED AGENTS, INC., 1209 ORANGE STREET, WILMINGTON, DE 19801
BENEFIT COSMETICS LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
BENJAMIN MOORE & CO.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BENNETT AUTO SUPPLY, INC.	JUSTIN BENNETT, ESQ., BENNETT LAW, PA, 7050 W PALMETTO PARK RD, 15-249, BOCA RATON, FL 33433
BENTLEY MOTORS INC.	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY 12207-2543
BERGDORF GOODMAN LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BERKSHIRE PARTNERS LLC	CT CORPORATION SYSTEM, 155 FEDERAL ST., SUITE 700, BOSTON, MA 02110
BETHANY LUTHERAN COLLEGE INC	BETHANY LUTHERAN COLLEGE, INC., 700 LUTHER DRIVE, MAKATO, MN 56001
BEXAR CANYON MANAGEMENT INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BFI MODERN LANDFILL	CT CORPORATION SYSTEM, 208 SO LASALLE ST., STE. 814, CHICAGO, IL 60604-1101
BFI WASTE SYSTEMS OF NORTH AMERICA	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BIG A AUTO PARTS LLC	REGISTERED AGENTS INC., 2222 W GRAND RIVER AVE, STE. A, OKEMOS, MI 48864
BIG LOTS STORES, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BILTRITE CORPORATION	NATIONAL REGISTERED AGENTS, INC., 1209 ORANGE STREET, WILMINGTON DE 19801
BIMBO BAKERIES USA, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BIRD CORPORATION	CT CORPORATION SYSTEM, 155 FEDERAL ST., SUITE 700, BOSTON, MA 02110
BIRD, INC.	CT CORPORATION SYSTEM, 155 FEDERAL ST., SUITE 700, BOSTON, MA 02110
BJ'S WHOLESALE CLUB HOLDINGS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BJ'S WHOLESALE CLUB, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
BLACK & DECKER U.S. INC.	CSC-LAWYERS INCORPORATING SERVICE COMPANY, 7 ST. PAUL STREET, SUITE 820, BALTIMORE, MD 21202
BLACK & VEATCH, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BLACK CREEK CORPORATION	EDWARD T. NOLAND, 1310 STYLEMASTER DRIVE, UNION, MO 63084
BLACK OPAL LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BLACK SWAN MANUFACTURING CO.	JEFF LICHTEN, 4540 W THOMAS ST, CHICAGO, IL 60651-3318
BLACKMAN PLUMBING SUPPLY CO., LLC	CORPORATE CREATIONS NETWORK, INC., 1521 CONCORD PIKE, STE. 201, WILMINGTON, DE 19803
BLACKMAN/BLACK & DECKER	CSC-LAWYERS INCORPORATING SERVICE COMPANY, 7 ST. PAUL STREET, SUITE 820, BALTIMORE, MD 21202
BLACKMER PUMP COMPANY	CSC-LAWYERS INCORPORATING SERVICE, 3410 BELLE CHASE WAY, STE 600, LANSING, MI 48911
BLAIN SUPPLY INC DBA BLAINS FARM AND FLEET	CT CORPORATION SYSTEM, 301 S. BEDFORD ST., STE. 1, MADISON, WI 53703
BLISTEX INC.	JUSTIN D ARCH, 1800 SWIFT DR, OAK BROOK, IL 60523
BLOCK DRUG COMPANY, INC.	CORPORATE SERVICE COMPANY, 100 CHARLES EWING BLVD, STE 160, EWING, NJ 08628
BLODGETT CORPORATION	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BLOOMINGDALE'S	CORPORATE CREATIONS NETWORK INC., 119 E. COURT STREET, CINCINNATI, OH 45202
BLUE BIRD GLOBAL CORPRATION	JOHN F. KENNEDY, 231 RIVERSIDE DRIVE, MACON, GA 31201
BLUE DOT SAFES CORPORATION	BERGE JALAKIAN, 2707 N GAREY AVE, POMONA, CA 91767
BLUE M/BORN, INC.	CT CORPORATION SYSTEM, 1833 S MORGAN ROAD, OKLAHOMA CITY, OK 73128
BLUE TEE CORP	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BLYTHE AUTO PARTS	ROBERT SUMMERS, 1067 SAN CARLOS ST., BLYTHE, CA 92225

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
BMC MANAGEMENT LLC	COGENCY GLOBAL INC., 850 NEW BURTON ROAD, STE. 201, DOVER, MD 19904
BMCE INC., F/K/A UNITED CENTRIFUGAL PUMP	H. BOOTH, 4280 MANUELA, PALO ALTO, CA 94306
BMI REFRACTORY SERVICES, INC.	CT CORPORATION SYSTEM, 600 NORTH 2ND STREET, SUITE 401, HARRISBURG, PA 17101
BMW OF NORTH AMERICA LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BNSF RAILWAY COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BOBBI BROWN PROFESSIONAL COSMETICS	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BOBBI BROWN PROFESSIONAL COSMETICS, INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BOBCAT COMPANY	BOBCAT COMPANY, 250 EAST BEATON DRIVE, WEST FARGO, ND , 58078
BOEING COMPANY, THE	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BOEING/MCDONNELL DOUGLAS SUCCESSOR	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BOGGS/BTU/BTU INTERNATIONAL, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BOISE CASCADE COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BOMBARDIER AEROSPACE CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BOMBARDIER RECREATIONAL PRODUCTS	CT CORPORATION SYSTEM, 1999 BRYAN ST., SUITE 900, DALLAS, TX 75201-3136
BONNEY FORGE CORPORATION	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BORG-WARNER MORSE TEC LLC	CT CORPORATION SYSTEM, 2 NORTH JACKSON ST, STE. 605, MONTGOMERY, AL 36104

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
BORN INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BOSCH AUTOMOTIVE SERVICE SOLUTIONS LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BOSTIK, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BOSTON LOCK & SAFE COMPANY	DAVID STOIA, 30 LINCOLN STREET, BRIGHTON, MA 02135
BOSTWICK BRAUN COMPANY	P.O. BOX 8710, TOLEDO, OH 43623*
BOZZUTO'S INC.	CARMODY TORRANCE SANDAK & HENNESSEY LLP, ATTN: KEVIN G. PALUMBERI ESQ., 1055 WASHINGTON BLVD., FOURTH FLOOR, STAMFORD, CT 06901
BP AMERICA INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BP PIPELINES (ALASKA) INC.	THE CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER 1209 ORANGE STREET, WILMINGTON, DE 19801
BP PRODUCTS NORTH AMERICA, INC.	CT CORPORATION SYSTEM, 334 NORTH SENATE AVENUE, INDIANAPOLIS, IN 46204
BRADCO SUPPLY CORP	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BRADLEY MASONRY, LLC	BILLY BRADLEY, OWNER, 714 HICKORY VALLEY RD, TRUSSVILLE, AL 35173-4616
BRAKE PARTS INC LLC	REGISTERED AGENT SOLUTIONS, INC., 838 WALKER ROAD, STE. 21-2, DOVER, DE 1904
BRAKE SUPPLY COMPANY, INC.	FINE HATFIELD, A PROFESSIONAL CORPORATION, 520 NW SECOND ST., EVANSVILLE, IN 47708
BRAND INSULATIONS, INC.	CT CORPORATION SYSTEM, 208 SO LASALLE ST, SUITE 814, CHICAGO, IL 60604-1101
BRANDT PRINTING, INC.	L K JONES, 524 FORT WORTH CLUB BLDG, FORT WORTH, TX 76102
BREAKTHRU SERVICES GROUP, LLC	ILLINOIS CORPORATION SERVICES COMPANY, 801 ADLAI STEVENSON DRIVE, SPRINGFIELD, IL 62703-4261

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
BREAUX MART SUPERMARKETS, INC.	DAVID S. DALY, ESQ., C/O FRILOT LLC, 1100 POYDRAS ST, STE. 3700, NEW ORLEANS, LA 70163-3700
BREEDING INSULATION COMPANY	GLENN CROUSE, 2505 N ORCHARD KNOW AVE, P.O. BOX 5187, CHATTANOOGA, TN 37406
BRENNTAG	CT CORPORATION, 123 SOUTH BROAD ST, PHILADELPHIA, PA 19109
BRENNTAG NORTH AMERICA, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BRENNTAG SPECIALTIES, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BRIDGES CONSUMER HEALTHCARE LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC	UNITED AGENT GROUP INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
BRIDGESTONE/FIRESTONE, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BRIGGS & STRATTON CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BRIGGS & STRATTON LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BRISTOL-MYERS SQUIBB COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BRISTOW DRUG	E CLYDE ROBERTSON, 302 EAST WASHINGTON ST., ROCKINGHAM, NC 28379
BROADVIEW INVESTMENTS, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BROOKFIELD PROPERTIES, LLC	WEBER GALLAGHER SIMPSON STAPLETON FIRES & NEWBY LLP, 2 PENNS WAY, STE. 300, NEW CASTLE, DE 19720
BROWN SAFE MANUFACTURING, INC.	LYNEL BERRYHILL, 1081 POINTSETTIA AVE, VISTA, CA 92081

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
BROWNING-FERRIS INDUSTRIES OF ILLINOIS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BRP US INC.	THE CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER 1209 ORANGE STREET, WILMINGTON, DE 19801
BRUCE CONCRETE CONSTRUCTION, INCORPORATED	BRUCE L. MOORE, 4401 HIGHWAY 162, GRANITE CITY, IL 62040-6412
BRUNSWICK CORPORATION	UNITED AGENT GROUP, INC., 1521 CONCORD PIKE, STE. 201, WILMINGTON, DE 19803
BRYAN STEAM LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BRYAN STEAM, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BTU INTERNATIONAL, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BUCYRUS/CATERPILLAR GLOBAL MINING LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BUFFALO AIR HANDLING	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BUFFALO DENTAL MANUFACTURING CO. INC.	DONALD NEVIN, 159 LFAYETTE DR., SYOSSET, NY 11791
BUFFALO PUMPS	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BUILDERS SUPPLY CO, INC.	THE CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER 1209 ORANGE STREET, WILMINGTON, DE 19801
BUILDING PRODUCTS INC.	KYLE SCHULL, 1500 INDUSTRIAL AVE N., SIOUX FALLS, SD 57104
BUILDING PRODUCTS INC. OF IOWA	BUILDING PRODUCTS OF INC. OF IOWA, 333 N EVANS RD, EVANSDALE, IA 50707
BUILDING SERVICES INDUSTRIAL SUPPLY, INC.	THOMAS E. POPALSKY, 1710 106TH STREET, WEST ALLIS, WI 53214-4015
BURNHAM CORPORATION	DANIEL J BURNHAM, 141 NORTH LAKE DR., BIRMINGHMA, AL 35242

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
BURNHAM LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
BURT'S BEES, INC.	THE CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER 1209 ORANGE STREET, WILMINGTON, DE 19801
BUTLER AUTOMATIC, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
BUTTERS-FETTING CO., INC.	EDWARD TONN JR., 1669 S 1ST STREET, MILWAUKEE, WI 53204-2999
BUY-LOW GENERAL MERCHANDISE INC.C/O BUYLOW WAREHOUSE LLC	MATTHEW LEAVELL, 8256 DALEWOOD CT, BRENTWOOD, TN 37027
BW/IP INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
BWDAC, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
C&S WHOLESALE GROCERS, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
C.A. LITZLER CO.	W.J. URBAN, 4800 W 160TH ST., CLEVELAND, OH 44135
C.B. STRAIN & SON	C.B. STRAINF & SON, INC., 417 MANCHESTER RD, POUGHKEEPSIE, NY 12603
C.F. BRAUN CONSTRUCTORS	CT CORPORATION SYSTEM, 28 LIBERTY STREET, NEW YORK, NY 10005
C.G. SCHMIDT, INC.	TODD RAKOWSKI, 11777 W. LAKE PARK DRIVE., MILWAUKEE, WI 53224-3047
CABOT CORPORATION	CORPORATION SERVICE COMPANY, 84 STATE STREET, BOSTON, MA 02109
CACHAREL, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
CALAVERAS ASBESTOS, LTD.	JENNIFER M. MACORMICK, 300 LAKESIDE DRIVE, STE. 1900, OAKLAND, CA 74612
CALERES, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CALPORTLAND COMPANY	1505 CORPORATION REGISTERED AGENTS INC., 1401 21ST STREET, SUITE R, SACRAMENTO, CA 95811

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
CALVIN KLEIN COSMETICS CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CAMBRIDGE CAPITAL CORPORATION	CORPORATE FILING SERVICE, INC., 2711 CENTERVILLE ROAD, STE. 400, WILMINGTON, DE 19808
CAMERON INTERNATIONAL CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CAMPBELL SOUP COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
CAMPBELL SUPPLY COMPANY	C. JOHN CAMPBELL, 710 OAK ST., BOX 608, IOWA FALLS, IA 50126
CANADIAN/US STEEL/UNITED STATES STEEL CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CANADIANOXY OFFSHORE PRODUCTION CO.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
CANNON SAFE, INC.	STEVEN BAKER, 9358 STEPHENS ST, PICO RIVERA, CA 90660
CANVAS CT, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CANVAS MW, LLC F/K/A THE MARLEY-WYLAIN COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CANVAS SX, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CARBOLINE COMPANY	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CARBORUNDUM COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CARDINAL INDUSTRIAL INSULATION COMPANY, INC.	THOMAS W. MUELLER, 1300 W. MAIN ST., LOUISVILLE, KY 40203
CARGILL, INCORPORATED	UNITED AGENT GROUP INC., 5200 WILSON ROAD, #150, EDINA, MN 55424

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
CARLISLE BRAKE & FRICTION	CARLISLE BRAKE & FRICTION, INC., 6180 COCHRAN RD., SOLON, OH 44139
CARLISLE COMPANIES, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CARLISLE INDUSTRIAL BRAKE & FRICTION, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CARMEUSE LIME AND STONE	NATIONAL REGISTERED AGENTS, INC., 1209 ORANGE STREET, WILMINGTON, DE 19801
CARMEUSE LIME, INC.	NATIONAL REGISTERED AGENTS, INC., 1209 ORANGE STREET, WILMINGTON, DE 19801
CARMEUSE NORTH AMERICA SERVICES, INC.	NATIONAL REGISTERED AGENTS, INC., 1209 ORANGE STREET, WILMINGTON DE 19801
CAROLINA BIOLOGICAL SUPPLY COMPANY	CORPORATION SERVICE COMPANY, 2626 GLENWOOD AVE, STE 550, RALEIGH, NC 27608
CARQUEST	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CARRIER CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CARRIER GLOBAL CORPORATION	UNITED AGENT GROUP INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
CARVER PUMP COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CASHCO, INC.	S.D.M. ROBINSON CORPORATE AGENTS, INC., 910 FOULK ROAD, SUITE 200, WILMINGTON, DE 19803
CATALINA PRECISION PRODUCTS, LLC	COGENCY GLOBAL INC., 850 NEW BURTON ROAD, SUITE 201, DOVER, DE 19904
CATALYTIC, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
CATERPILLAR GLOBAL MINING LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CATERPILLAR INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CBI DISTRIBUTING CORP.	REGISTERED AGENT SOLUTIONS, INC., 901 S. 2ND STREET, STE 201, SPRINGFIELD, IL 62704

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
CBS CORPORATION	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY 12207-2543
CELANESE CORPORATION	CORPORATE CREATIONS NETWORK INC., 1521 CONCORD PIKE, STE. 201, WILMINGTON, DE 19803
CEMEX CORP.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CENTER CONSTRUCTION COMPANY	CHARLES WEINRAUB, 900 INLAND BLCG, FORT WAYNE, IN 46802
CENTRAL GARDEN & PET COMPANY	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CENTRAL MONTANA RAIL, INC.	CARLA ALLEN, 100 W RAILROAD AVE, DENTON, MT 59430
CENTRAL SCIENTIFIC SERVICE CO.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CENTURY LINK LLC	I.O.S. GROUP, INC., 1013 CENTRE ROAD SUITE 403-A, WILMINGTON, DE 19805
CERRO FLOW PRODUCTS LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CERTAIN-TEED CORPORATION	CT CORPORATION SYSTEM, 208 SO LASALLE ST., STE. 814, CHICAGO, IL 60604-1101
CERTAINTEED LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
CF INDUSTRIES, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CHAMPAIGN A & K INSULATION COMPANY	TIMOTHY S JEFFERSON, 201 W SPRINGFIELD, P.O. BOX 800, CHAMPAIGN, IL 61824
CHAMPION HOME BUILDERS, INC. F/K/A REDMAN HOMES	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
CHAMPION HOMES CENTER	CHAMPION RETAIL HOUSEING, INC., 755 W. BIG BEAVER RD, STE. 1000, TROY, MI 48084
CHANEL, INC.	AGENTS AND CORPORATIONS, INC., 1201 ORANGE ST, STE 600, ONE COMMERCE CENTER, WILMINGTON, DE 19801
CHANTECAILLE BEAUTE INC.	CT CORPORATION SYSTEM, 28 LIBERTY STREET, NEW YORK, NY 10005

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
CHARLES B. CHRYSTAL CO.	CHARLES B. CHRYSTAL CO., C/O SECRETARY OF STATE, 165 CAPITOL AVE, P.O. BOX 150470, HARTFORD, CT 06115
CHARLES B. CHRYSTAL COMPANY, INC.	BOHDAN E PRYBYLA, 89 COACHLIGHT CIRCLE, PROSPECT, CT 06712
CHATTEM, INC.	CORPORATE SERVICE COMPANY, 2908 POSTON AVE, NASHVILLE, TN 37203
CHEM-CLAY CORPORATION	REGISTERED AGENTS INC., 8401 MAYLAND DR., STE. S, HENRICO, VA 23294-4648
CHESAPEAKE ENERGY CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
CHESEBROUGH-POND'S INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
CHESS CERAMICS & SUPPLY	WANDA R CARSON, 4609 N NEVADA ST., SPOKANE, WA 99207-3242
CHEVRON PHILLIPS CHEMICAL COMPANY LLC	CT CORPORATION SYSTEM, 1999 BRYAN ST., STE. 900, DALLAS, TX 75201
CHEVRON PHILLIPS CHEMICAL COMPANY LP	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CHEVRON U.S.A., INC.	CORPORATION SERVICE COMPANY, 5235 NORTH FRONT STREET, HARRISBURG, PA 17110
CHICAGO BRIDGE & IRON COMPANY LLC	CT CORPORATION SYSTEM, 208 SO LASALLE ST, SUITE 814, CHICAGO, IL 60604-1101
CHICAGO DRYER COMPANY	BRUCE W JOHNSON, 2210 N PULASKI RD., CHICAGO, IL 60639-3737
CHICAGO GASKET COMPANY	BONNIE J KOHL, 1285 W NORTH AVENUE, CHICAGO, IL 60622
CHICAGO HEATER COMPANY INC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CHICAGO PNEUMATIC TOOL COMPANY LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CHICAGO-WILCOX MANUFACTURING COMPANY	CT CORPORATION SYSTEM, 208 SO LASALLE ST, SUITE 814, CHICAGO, IL 60604-1101

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
CHRISTIAN DIOR PERFUMES LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CHURCH & DWIGHT CO., INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CIMBAR PERFORMANCE MINERALS, INC.	JOHN HINTON WATERS, 49 JACKSON LAKE ROAD, CHATSWORTH, GA 30705
CINCINNATI GAS AND ELECTRIC COMPANY	DUKE ENERGY OHIO, INC., 139 E. FOURTH STREET, CINCINNATI, OH 45202
CINCINNATI GASKET, PACKING & MFG., INC.	CGIM, LLC, 40 ILLINOIS AVENUE, CINCINNATI, OH 45215
CINCINNATI INCORPORATED	CORPORATION SERVICE COMPANY, 1160 DUBLIN RD., STE. 400, COLUMBUS, OH 43215
CINERGY CORP.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
CINTAS	6800 CINTAS BLVD., CINCINNATI, OH 45262*
CINTAS CORPORATION	CORPORATION SERVICE COMPANY, 1160 DUBLIN ROAD, STE. 400, COLUMBUS, OH 43215
CITGO PETROLEUM CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
CITIBANK CORPORATION	CAPITOL CORPORATE SERVICES, INC., 1111B S GOVERNORS AVE, DOVER, DE 19904
CITIGROUP INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
CLAIRE'S HOLDINGS INC.	REGISTERED AGENT SOLUTIONS, INC., 838 WALKER ROAD, STE. 21-2, DOVER, DE 1904
CLARIANT CORPORATION A/K/A L.A. SALOMON	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY 12207-2543
CLARION BRANDS, LLC	COGENCY GLOBAL INC., 600 SOUTH SECOND ST., STE. 404, SPRINGFIELD, IL 62704-2542
CLARION BRANDS, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
CLARK EQUIPMENT D/B/A DOOSAN	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
BOBCAT NORTH AMERICA, INC.	
CLARK-RELIANCE CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CLA-VAL COMPANY	DANIEL B KEIFE, 9166 HORNBY AVE, WHITTIER, CA 90603
CLAYCO INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CLAYPOOL PUMP & MACHINERY CO., INC.	WILLIAM CLAYPOOL, 2615 SOUTH TENTH STREET, ST. LOUIS, MO 63118
CLEARY BUILDING CORP	904 N 2ND ST, CAMERON, WI 54822*
CLEARY BUILDING CORP.	NATIONAL REGISTERED AGENTS, INC., 301 S. BEDFORD ST, STE. 1, MADISON, WI 53703-3691
CLEAVER-BROOKS, A DIVISION OF AQUA-CHEM INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CLEVELAND-CLIFFS ARCMO STEEL CORPORATION	CT CORPORATE SYSTEM, 4400 EASTON COMMONS WAY, STE. 125, COLUMBUS, OH 43219
CLEVELAND-CLIFFS STEEL LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CLINIQUE	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CLINIQUE LABORATORIES LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CLINIQUE/ESTÉE LAUDER ENTITIES	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CLOW CORP.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CLUB CAR	WRIGHT MCLEOD, 6004 EVANS TOWN CENTER BLVD., EVANS, GA 30809
CLYDE UNION, INC.	CSC-LAWYERS INCORPORATING SERVICE (COMPANY), 3410 BELLE CHASE WAY, STE 600, LANSING, MI 48911
CNA HOLDINGS LLC	CORPORATE CREATIONS NETWORK, INC., 1521 CONCORD PIKE, STE. 201, WILMINGTON, DE 19803
CNH AMERICA LLC	CT CORPORATION SYSTEM, 400 CORNERSTONE DR., STE. 240, WILLISTON, VT 05495

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
CNH INDUSTRIAL AMERICA LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
CNPC USA CORPORATION	CAPITAL CORPORATE SERVICES, INC., 1501 S MOPAC EXPRESSWAY, STE. 220, AUSTIN, TX 78746
COASTAL INSULATION OF LOUISIANA	GARY SNYDER, 15180 BOOTLEGGER ROAD, COVINGTON, LA 70433
COCA-COLA BOTTLING COMPANY UNITED, INC.	THE CORPORATION TRUST COMPANY, 410 PEACHTREE PARKWAY, STE. 4245, CUMMINGS, GA 30041
COEN COMPANY, INC.	1505 CORPORATION, UNITED AGENT GROUP INC., 7801 FOLSOM BOULEVARD, #202, SACRAMENTO, CA 95826
COFFIN TURBO PUMP, INC.	CAPITOL SERVICES, INC., 108 LAKELAND AVE, DOVER, DE 19901
COLE-PARMER INSTRUMENT COMPANY	NATIONAL REGISTERED AGENTS, INC., 208 SO LASALLE ST, STE. 814, CHICAGO, IL 60604-1101
COLFAX CORPORATION	ARTHUR N MANDELL, 2441 N LEAVITT, CHICAGO, IL 60647-2005
COLGATE-PALMOLIVE COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
COLLINS & AIKMAN PRODUCTS, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
COLLINS PACKING CO. INC.	401 NORTH BROAD STREET, PHILADELPHIA, PA 19108
COLOR TECHNIQUES, INC.	SALVATORE GIAMPAPA, 1202 LAUREL OAK ROAD, SUITE 205, VOORHEES, NJ 08043
COLOURPOP COSMETICS, LLC	1505 CORPORATION, CT CORPORATION SYSTEM, 330 N BRAND BLVD, GLENDALE, CA 91203
COLT'S MANUFACTURING COMPANY LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
COLUMBIA BOILER COMPANY OF POTTSTOWN	CT CORPORATION SYSTEM, 600 N 2ND, STE. 401, HARRIS, PA 17101
COLUMBUS MCKINNON CORP.	C/O CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY 12207
COMBE INCORPORATED	NEXA CORPORATE SOLUTIONS LLC, 614 N DUPONT HWY SUITE 210, DOVER, DE 19901

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
COMBE PRODUCTS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
COMED LTD.	AMERICAN INCORPORATIONS LTD., 1013 CENTRE ROAD STE. 403-A, WILMINGTON, DE 19805
COMMERCE PUMP LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
COMMONWEALTH EDISON COMPANY	CORPORATE CREATIONS NETWORK INC., 1320 TOWER RD., SCHAUMBURG, IL 60173
COMPUDYNE CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CONAGRA BRANDS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CONOCOPHILLIPS	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CONOPCO INC.	CT CORPORATION SYSTEM, 28 LIBERTY ST., NEW YORK, NY 10005
CONSOLIDATED SUPPLY CO.	KARLA NEUPERT HOCKLEY, 7337 SW KABLE LN, TIGARD, OR 97224
CONSUMER AUTO PARTS, INC.	MERRILL L. COHEN, 75 FORTUNE BLVD., MILFORD, MA 01757
CONTINENTAL AEROSPACE TECHNOLOGIES, INC.	COGENCY GLOBAL INC., 850 NEW BURTON ROAD, STE. 201, DOVER, DE 19904
CONTINENTAL AG, LLC	CORPORATE SERVICES CENTER, INC., 15500 VOSS ROAD, STE. 425, SUGAR LAND, TX 77498
CONTINENTAL AUTOMOTIVE SYSTEMS, INC. F/K/A CONTINENTAL TEVES, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CONTINENTAL MOTORS, INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CONTINENTAL TEVES, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
CONWED CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
COOPER CROUSE-HINDS, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
COOPER INDUSTRIES LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
COPELAND CORPORATION LLC	CORPORATE SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
COPES-VULCAN, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CORNING AUTO PARTS, INC.	DAVID L. TAYLOR, 1322 WEST MAIN, CORNING, AR 72422
CORRIGAN COMPANY MECHANICAL CONTRACTORS INC	AARON L. PAWLITZ, 12935 N 40 DR., STE. 102, SAINT LOUIS, MO 63141-8652
COSENTINO ENTERPRISES, INC.	RALPH JOSEPH COSENTIO, 1513 OAK GROVE RD., DECATUR, GA 30033
COSENTINO GROUP, INC.	CONSENTINO SERVICE CORPORATION, 3901 W 83RD STREET, PRAIRIE VILLAGE, KS 66208
COSENTINO PRICE CHOPPER C/O COSENTINO GROUP, INC.	CONSENTINO SERVICE CORPORATION, 3901 W 83RD STREET, PRAIRIE VILLAGE, KS 66208
COSENTINO'S FOOD STORES C/O COSENTINO GROUP, INC.	CONSENTINO SERVICE CORPORATION, 3901 W 83RD STREET, PRAIRIE VILLAGE, KS 66208
COSMETIC SPECIALTIES, INC.	1129 N 16TH ST., ALLENTOWN, PA 18102
COSMO BEAUTY SUPPLY INC.	COSMO BEAUTY SUPPLY INC., C/O NY DEPARTMENT OF STATE, 99 WASHINGTON AVENUE, ALBANY, NY 12231
COSNOVA USA INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
COSTCO WHOLESALE CORPORATION	JOHN SULLIVAN, 999 LAKE DRIVE, ISSAQUAH, WA 98027-8990
COTY INC.	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY 12207-2543
COTY US LLC	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY 12207-2543

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
COURTER & COMPANY INCORPORATED	COURTER & COMPANY INCORPORATED, C/O NY DEPARTMENT OF STATE, 99 WASHINGTON AVENUE, ALBANY, NY 12231
COVIL CORPORATION	PETER D. PROTOPAPAS, 1329 BLANDING ST., COLUMBIA, SC 29201
COWLES OPERATING COMPANY	BSW AGENT SERVICES LLC, 271 WHITNEY AVE., NEW HAVEN, CT 06511
CPSQ INC DBA CREWBOSS	1121 RICHLAND COMMERCE DR, STE A, QUAKERTOWN, PA 18951-2518*
CRA TRAILERS, INC.	THOMAS S. CULLEN, 200 EAST SAINT JULIAN STREET, SAVANNAH, GA 31401
CRABTREE & EVELYN, LTD	THE CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER 1209 ORANGE STREET, WILMINGTON, DE 19801
CRANE CARRIER COMPANY, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
CRANE CO.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CRANE COMPANY	CORPORATION SERVICE COMPANY, GOODWIN SQUARE, 225 ASYLUM ST., 20TH FLOOR, HARTFORD, CT 06103
CRANE PUMPS & SYSTEMS, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
CRAYOLA LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CROSBY VALVE LLC	CORPORATION SERVICE COMPANY, 84 STATE STREET, BOSTON, MA 02109
CROUSE-HINDS	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CROWN BEVERAGE PACKAGING, LLC	THE CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER 1209 ORANGE STREET, WILMINGTON, DE 19801
CROWN BOILER CO.	CORPORATION SERVICE COMPANY, 50 WESTON STREET, HARTFORD, CT 06120
CROWN CORK & SEAL CO INC	CT CORPORATION SYSTEM, 1999 BRYAN ST., STE. 900, DALLAS, TX 75201

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
CROWN CORK & SEAL USA, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CROWN EQUIPMENT CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
CROWN LABORATORIES, INC.	INCORP SERVICES, INC., 131 CONTINENTAL DRIVE, SUITE 301, NEWARK, DE 19713
CSC SCIENTIFIC COMPANY	COGENCY GLOBAL INC., 1519 YORK ROAD, LUTHERVILLE, MD 21093
CSR LTD/CSR, INC.	CORPORATION SERVICE COMPANY, 2595 INTERSTATE DR #103, HARRISBURG, PA 17110
CSX TRANSPORTATION, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
CUMMINS CAL PACIFIC HOLDING	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
CUMMINS ENGINE IP, INC.	CORPORATE SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CUMMINS INC	CORPORATE SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
CUMMINS SALES & SERVICE	CUMMINS SALES & SERVICE, INC. P.O. BOX 189, FORT WORTH, TX 76101
CURTISS-WRIGHT CORPORATION	UNITED AGENT GROUP INC., 1521 CONCORD PIKE, STE. 201, WILMINGTON, DE 19803
CUTICURA LABS CORP.	HARVARD BUSINESS SERVICES, INC., 16192 COASTAL HWY, LEWES DE 19958
CUTLER-HAMMER	SECRETARY OF STATE TOWNSEND BLDG, SUITE 4, DOVER, DE 19901-1234
CVS HEALTH CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
CVS PHARMACY, INC.	CT CORPORATION SYSTEM, 450 VETERANS MEMORIAL PARKWAY, SUITE 7A, EAST PROVIDENCE, RI 02914
CYPRUS AMAX MINERALS COMPANY	REGISTERED AGENT SOLUTIONS, INC., 838 WALKER ROAD, STE. 21-2, DOVER, DE 19904
CYPRUS MINES CORP.	REGISTERED AGENT SOLUTIONS, INC., 838 WALKER ROAD, SUITE 21-2, DOVER, DE 19904

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
CYTEC ENGINEERED MATERIALS INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
D&R AUTO PARTS INC.	DOUGLAS E ESTEP, 193 CHRISTIANA ROAD, NEW CASTLE, DE 19720
DAIKIN APPLIED AMERICAS INC.	CT CORPORATION, 1010 DALE ST N, ST. PAUL, MN 55117-5603
DAIMLER AG	C/O MERCEDES-BENZ GROUP AG, MERCEDESSTRABE 12, 70372 STUTTGART-UNTERTUKHEIM, GERMANY*
DAK AMERICA LLC	THE COMPANY CORPORATION, 251 LITTLE FALLS DR., WILMINGTON, DE 19808
DAKE CORP	1809 INDUSTRIAL DR., GRAND HAVEN, MI 49417*
DAL-TILE CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DANA CLASSIC FRAGRANCES, INC.	CORPORATION SERVICE COMPANY 251 LITTLE FALLS DRIVE, WILMINGTON DE 19808
DANA CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON DE 19801
DANA FRAGRANCE BRANDS	CORPORATION SERVICE COMPANY, 2711 CENTERVILLE RD., STE. 400, WILMINGTON, DE 19808
DANAHER	CORPORATION SERVICE COMPANY 251 LITTLE FALLS DRIVE, WILMINGTON DE 19808
DANFOSS LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON DE 19801
DANFOSS POWER SOLUTIONS (US) COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DANIEL INTERNATIONAL CORPORATION	KEVIN B. HAMMONDS, 100 FLUOR DANIEL DRIVE, GREENVILLE, SC 29607
DANLY MACHINE CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DAP GLOBAL INC.	CORPORATE SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
DAP PRODUCTS INC.	CORPORATION SERVICE COMPANY 251 LITTLE FALLS DRIVE, WILMINGTON DE 19808

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
DAP, INC. K/N/A LA MIRADA PRODUCTS CO., INC.	CT CORPORATION SYSTEM, 4400 EASTON COMMONS WAY, SUITE 125, COLUMBUS, OH 43219
DARBY DENTAL SUPPLY	UNITED CORPORATE SERVICES, INC., 800 NORTH STATE STREET, STE. 304, DOVER, DE 19901
DARBY GROUP COMPANIES, INC	UNITED CORPORATE SERVICES, INC., 10 BANK STREET, STE. 560, WHITE PLAINS, NY 10606
DART CONTAINER CORPORATION	WILLIAM BURTON, 252 DEERFIELD LENOIR, NC 28633
DART INDUSTRIES HOLDINGS LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DAUBERT CHEMICAL COMPANY, INC.	CT CORPORATION SYSTEM, 208 SO. LASALLE ST., STE. 814, CHICAGO, IL 60604-1101
DAVID FABRICATORS OF N.Y., INC.	NEW YORK DEPARTMENT OF STATE, ONE COMMERCE PLAZA, 99 WASHINGTON AVE, ALBANY, NY 12231
DAVION, INC.	JAMES PLACA, 2 PROGRESS ROAD, NORTH BRUNSWICK, NJ 08902
DAVIS BRODY BOND	SHERWOOD GORDON, ESQ., 2225 BRODY LANE, P.O. BOX 1103, BELLMORE, NY 11710-0184
DAVIS MECHANICAL CONTRACTORS INC	HAROLD GILLESPIE 7640 PELHAM RD GREENVILLE, SC 29615
DAVIS TRAILER & TRUCK EQUIPMENT INC	7609 COLONEL GLENN ROAD, LITTLE ROCK, AR 72204-7501*
DAVLYN INDUSTRIES INC.	DOUGLAS ANDERSON, 4313 EWING AVE NORTH, ROBINSDALE, MN 55422
DBMP LLC	DOUGLAS ANDERSON, 4313 EWING AVE NORTH, ROBINSDALE, MN 55422
DC EQUIPMENT COMPANY LLC	REGISTERED AGENTS INC., 212 W TROY ST. STE. B, DOTHAN, AL 36303
DCO LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
DE WITT PRODUCTS CO. A/K/A MCCLELLAN FAMILY COMPANY	BRIAN MICHAEL MCCLELLAN, 177 W SISTERS PARK RD, SISTERS OR, 97759
DEAN PUMPS INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
DECORATIVE PANELS INTERNATIONAL, INC.	CT CORPORATION SYSTEMS, 4400 EASTON COMMONS WAY, STE. 125, COLUMBUS, OH 43219
DEERE & COMPANY	THE CORPORATION TRUST COMPANY CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON DE 19801
DEL LABORATORIES, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DELAVAL INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DELL TECHNOLOGIES, INC.	CORPORATE SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
DELMARVA DENTAL SERVICES, P.A.	JOSEPH P. HARMON, 1310 BELMONT AVENUE, STE. 301, SALISBURY, ME 21804
DELONG CO INC	P.O. BOX 552, CLINTON, WI 53525*
DELTA BRANDS INC.	DELTA BRANDS INC. 580 WHITE PLAINS ROAD, TARRYTOWN, NY 10591
DEMAG CRANES & COMPONENTS CORP.	NATIONAL REGISTERED AGENTS, INC., 4400 EASTON COMMONS WAY, STE. 125, COLUMBUS, OH 43219
DEMOTTE DRUGS	GERALD A. FAGEN, 3050 INDIAN SUMMER CIRCLE, VALPARAISO, IN 46385
DEMOULAS SUPER MARKETS, INC.	ANDREA S. BATCHELDER, 22 SHATTUCK ST., LOWELL, MA 01852
DENNIS SUPPLY COMPANY LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DENTSPLY AUSTENAL	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DENTSPLY INTERNATIONAL INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DENTSPLY SIRONA INC.	UNITED AGENT GROUP INC., 1521 CONCORD PIKE, SUITE 201, WILMINGTON, DE 19803
DESPATCH INDUSTRIES, INC.	DESPATCH INDUSTRIES., C/O NY DEPARTMENT OF STATE, 99 WASHINGTON AVENUE, ALBANY, NY 12231
DETROIT GASKET & MANUFACTURING COMPANY	MARYLAND DIVISION OF CORPORATIONS, 401 FEDERAL STREET, STE. 4, DOVER, DE 19901

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
DETROIT STOKER COMPANY, LLC	CT CORPORATION SUSTEM, 208 SO LASALLE ST., STE. 814, CHICAGO, IL 60604-1101
DEUTZ CORPORATION	COGENCY GLOBAL INC., 850 NEW BURTON ROAD, STE. 201, DOVER DE 19904
DEVAN SEALANTS, INC.	DEVAN SEALANTS, INC., 6301 PRESCOTT AVE, SAINT LOUIS, MO 63147
DEVON ENERGY PRODUCTION COMPANY, L.P.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DEVON OEI OPERATING. L.L.C.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DEWITT PRODUCTS CO.	DEWITT PRODUCS CO., C/O JARED D MCCLELLAN, 5860 PLUMER AVE, DETROIT, MI 48209
DEXTER AXLE COMPANY LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DEXTER HYSOL AEROSPACE, LLC	CORPORATE SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
DEZURIK, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
DIAGEO NORTH AMERICA FOUNDATION, INC.	CORPORATE CREATIONS NETWORK, INC., 1521 CONCORD PIKE STE. 201, WILMINGTON, DE 19803
DIAMOND M DRILLING & EXPLORATION COMPANY	PAT FORD, 8620 N. NEW BRAUNFELS, STE 603, SAN ANTONIO, TX 78217
DIAMOND OFFSHORE DRILLING, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DICARLO CONSTRUCTION COMPANY INC -	33 E E 2ND ST., STILLWATER, OK 74078*
DICK BLICK HOLDINGS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DIEBOLD NIXDORF, INCORPORATED	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
DILLARD'S INC.	REGISTERED AGENT SOLUTIONS, INC., 838 WALKER ROAD SUITE 21-2, DOVER, DE 19904
DILLINGHAM CONSTRUCTION HOLDINGS INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DISTRIBUTION INTERNATIONAL SOUTHWEST, INC.	THE CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER 1209 ORANGE STREET, WILMINGTON, DE 19801
DIXON TICONDEROGA COMPANY	THE CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER 1209 ORANGE STREET, WILMINGTON, DE 19801
DM5, LLC	NORTHWEST REGISTERED AGENT, LLC, 7901 4TH ST. N, STE. 300, ST. PETERSBURGH, FL 33702
DO IT BEST CORP.	GARY FURST, 1626 BROADWAY, STE. 100, FORT WAYNE, IN 46802
DOE RUN RESOURCES LLC	CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DOLGENCORP OF TEXAS, INC.	CORPORATION SERVICE COMPANY D/B/A CSC-LAWYERS INCO, 211 E. 7TH STREET, STE. 620, AUSTIN, TX 78701
DOLGENCORP, LLC	CORPORATION SERVICE COMPANY, 315 HIGH STREET, FRANKFORT, KY 40601
DOLLAR GENERAL CORPORATION	CORPORATION SERVICE COMPANY, 2908 POSTON AVE, NASHVILLE, TN 37203
DOLLAR TREE STORES, INC.	CORPORATION SERVICE COMPANY, 100 SHOCKOE SLIP FL 2, RICHMOND, VA 23219
DOMCO PRODUCTS TEXAS LP	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
DOMCO PRODUCTS TEXAS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
DOMINION ENERGY SERVICES, INC.	C T CORPORATION, 4701 COX RD, STE. 285, GLEN ALLEN, VA 23060-6808
DOMTAR INDUSTRIES LLC	NATIONAL REGISTERED AGENTS, INC., 1209 ORANGE STREET, WILMINGTON, DE 19801
DONALD DURHAM COMPANY	RONALD D. LINDHARD, 2728 6TH AVE, DES MOINES, IA 05313
DONALD MCKAY SMITH, INC.	NEELY GEVAART, 1300 E. 9TH STREET, SUITE 1950, CLEVELAND, OH 44114

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
DONNA KARAN COMPANY LLC	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
DOOSAN BOBCAT NORTH AMERICA	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
DOVER BRAKE AND CLUTCH CO.	15 WELDON ROAD, PO BOX 425, LAKE HOPATCONG, NJ 07849*
DOVERS CORPORATION	CT CORPORATION, 7700 E ARAPAHOE RD, STE. 220, CENTENNIAL, CO 80112
DOW CHEMICAL COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
DR. PEPPER/SEVEN UP, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DR. SCHOLL'S LLC D/B/A SCHOLL'S WELLNESS COMPANY LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
DRACO MECHANICAL SUPPLY, INC.	DRACO MECHANICAL SUPPLY, INC., C/O JAMES M. PRESTON, 8029 LITZSINGER ROAD, ST. LOUIS, MO 63144
DREVER COMPANY	CT CORPORATION SYSTEMS, 600 N 2ND STREET, #401, HARRISBURG, PA 17101
DRI I, INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
DSE HEALTHCARE SOLUTIONS	MOAIZ F. DAYA, 105 FIELDCREST AVENUE, STE. 502A, EDISON, NJ 08837
DUANE READE	CORPORATION SERVICE COMPANY 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
DUANE READE INC.	CORPORATE SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
DUKE ENERGY INDIANA HOLDCO, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
DUNCAN ENTERPRISES, LLC	BRIDGETT DUNCAN, 3752 KIRKWOOD-ST. GEORGES ROAD, BEAR DE 19701
DUNN-EDWARDS CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
DUPONT DE NEMOURS AND COMPANY, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
DURR MEGTEC LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
E.D. ETNYRE & CO	CT CORPORATION SYSTEM, 334 NORTH SENATE AVENUE, INDIANOPOLIS, IN 46204
E.F. BRADY COMPANY	KEITH ESHELMAN, 8104 COMMERCIAL ST., LA MESA, CA 91942
E.L.F. BEAUTY INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
E.L.F. COSMETICS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
EAST PENN MANUFACTURING	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
EASTERN MAGNESIA TALC COMPANY	100 W TENTH ST WILMINGTON, DE 19810.*
EASTMAN CHEMICAL COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
EATON AEROQUIP	CT CORPORATION, 160 MINE LAKE CT, STE. 200, RALEIGH, NC 27615-6417
EATON CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
EATON CORPORATION	CT CORPORATION SYSTEM, 4400 EASTON COMMONS WAY, SUITE 125, COLUMBUS OH 43219
EATON CORPORATION AIR FLEX DIVISION	CT CORPORATION, 4400 EASTON COMMONS WAY, STE. 125, COLUMBUS, OH 43219
EATON ELECTRICAL INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
EATON HYDRAULICS LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
ECKERD CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801

**Company address; no registered agent identified.*

COMPANY NAME	REGISTERED AGENT & ADDRESS
ECLAB	1 ECOLAB PLACE, ST. PAUL, MN 55102*
ECODYNE CORPORATION	UNITED STATES CORPORATION COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ECR INTERNATIONAL, INC.	2260 DWYER AVE, UTICA, NY, UNITED STATES, 13501
ED ETNYRE & CO	1333 SOUTH DAYSVILLE RD, OREGON, IL 61061*
EDWARD ORTON JR. CERAMIC FOUNDATION	MARK LAWSON, 6991 OLD 3C HIGHWAY, WESTERVILLE, OH 43082
EICHLEAY CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
EIDE BAILLY LLP	4310 17TH AVENUE SOUTH, FARGO, ND 58103*
EJ WELCH COMPANY	502 EARTH CITY EXPRESSWAY, STE. 207, ST. LOUIS, MO 63045*
EL PASO REMEDIATION COMPANY	CAPITOL SERVICES, INC., 108 LAKELAND AVE, DOVER, DE 19901
ELECTRICAL AND MACHINERY SERVICES LTD EMS	60 RIRI STREET, MANGAKAKAHI, ROTORUA 3015, NEW ZEALAND*
ELECTRO MECHANICAL CORPORATION	101 GOODSON STREET, BRISTOL, VA 24201*
ELECTROLUX HOME CARE PRODUCTS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
ELEMENTIS CHEMICALS INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
ELF ATOCHEM NORTH AMERICA INC AND WALLACE & TIE	2000 MARKET STREET, PHILADELPHIA, PA 19103-7006*
ELI LILLY AND COMPANY	NATIONAL REGISTERED AGENTS, INC., 334 NORTH SENATE AVENUE, INDIANAPOLIS, IN, 46204, USA
ELIZABETH ARDEN, INC.	CORPORATE CREATIONS NETWORK INC., 801 US HIGHWAY 1, NORTH PALM BEACH, FL 33408
ELLIOTT COMPANY	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
ELLIOTT TURBOMACHINERY CO., INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
EMBRAER AIRCRAFT HOLDING, INC.	CORPORATE CREATIONS NETWORK, INC., 1521 CONCORD PIKE STE. 201, WILMINGTON, DE 19803
EMERSON AUTOMATION SOLUTIONS FINAL CONTROL US LP	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
EMERSON ELECTRIC CO	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
EMERSON RADIO CORP	35 WATERVIEW BLVD., PARSIPPANY, NJ 07054*
EMPIRE STEEL CASTINGS INC.	1501 FRUSH VALLEY RD, READING, PENNSYLVANIA, 19605*
ENERFAB, LLC	CORPORATION SERVICE COMPANY, 808 GREENBRIER STREET,CHARLESTON, WV 25311
ENERGY TRANSFER	CORPORATION SERVICE COMPANY, 10300 GREENBRIAR PLACE, OKLAHOMA CITY, OK, 73159
ENERPAC TOOL GROUP CORP.	CT CORPORATION SYSTEM, 301 S BEDFORD ST, STE. 1, MADISON, WI 53703
ENMAX CORPORATION	DAVID FRAIDENBURG, 8841 REDWOOD ROAD, STE. C, WEST JORDAN, UT 84088
ENSCO INC.	BUSINESS FILINGS INCORPORATED, 108 WEST 13TH ST, WILMINGTON, DE 19801
ENVIRI CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ERICSSON INC.	CAPITOL SERVICES, INC., 108 LAKELAND AVE, DOVER, DE 19901
ESSEX SPECIALTY PRODUCTS	CT CORPORATION SYSTEM, 5661 TELEGRAPH RD, STE. B, SAINT LOUIS, MO 63129-4275
ESTEE LAUDER INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ESTÉE LAUDER INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ESTEE LAUDER INTERNATIONAL, INC.	UNITED STATES CORPORATION COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ETHYL CORPORATION	330 SOUTH FOURTH STREET, RICHMOND, VA 23219*

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
EVENHEAT KILN, INC.	MICHAEL KELLY, PO BOX 399, CASEVILLE, MI 48725
EVERGY MISSOURI WEST, INC.	UNITED STATES CORPORATION COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
EVERLASTING VALVE COMPANY, INC.	CSC-LAWYERS INCORPORATING SERVICE (COMPANY), 3410 BELLE CHASE WAY STE 600, LANSING, MI 48911
EVONIK CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
EXCLUSIVE FRAGRANCES & COSMETICS INC.	NATIONAL REGISTERED AGENTS, INC., 1209 ORANGE STREET, WILMINGTON, DE 19801
EXELON CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
EXMARK MANUFACTURING COMPANY INCORPORATED	2101 ASHLAND AVENUE, BEATRICE, NE 68310*
EXPERITEC, INC.	LAURENCE J. TIETJEN, 504 TRADE CENTER BLVD., CHESTERFIELD, MO 63005-1253
EXXON MOBIL CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
E-Z-GO, INC.	LOUIS D. EVANS, 257 FOREST PARKWAY, FOREST PARK, GA 30050
F.L. SMIDTH INC.	CT CORPORATION SYSTEM, 5098 WASHINGTON ST W, STE 407, CHARLESTON, WV 25313-1561
F.S. SPERRY CO.	RICHARD B. COX, 3205 KIRBY WHITTEN ROAD, STE. 105B, BARTLETT, TN 38134-2851
FABCO LLC	13835 BEAUMONT HWY, HOUSTON, TX 77049*
FALCON DRILLING COMPANY, L.P.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
FAMILY DOLLAR STORES OF NEW YORK	CORPORATION SERVICE COMPANY, 100 SHOCKOE SLIP FL 2, RICHMOND, VA 23219-4100
FAMILY DOLLAR STORES, INC.	CORPORATE SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
FAMILY DOLLAR STORES, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
FARGO INSULATION COMPANY INC.	BRANDON HOWARD, 12526 PROMISE CREEK LANE, STE. 300, FISHERS, IN 46038-2285

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
FARNAM COMPANIES	CORPORATION SERVICE COMPANY, 505 5TH AVENUE STE. 729, DES MOINES, IA 50309
FCC LLC F/K/A FRUCON CONSTRUCTION CORPORATION	BARRON DAVID FREEBURGER, 2312 WEST CARY ST, RICHMOND, VA, 23220 - 0000, USA
FEDERAL-MOGUL ASBESTOS PERSONAL INJURY TRUST	WILMINGTON TRUST COMPANY, RODNEY SQUARE NORTH 1100 N. MARKET STREET, WILMINGTON, DE 19890
FEDERATED AUTO PARTS DISTRIBUTORS	CORPORATION SERVICE COMPANY, 100 SHOCHOE SLIP FL 2, RICHMOND, VA 23219-4100
FELKER BROTHERS CORPORATION	JILL WALKOWSKI, 22 N CHESTNUT AVE, P.O. BOX 7750, MARSHFIELD, WI 54449
FEL-PRO SPECIALTY SEALING PRODUCTS L.P.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
FENNER INC AKA FENNER PRECISION POLYMERS	187 W AIRPORT ROAD, LITITZ, PA 17543*
FERGUSON PLUMBING AND HEATING, INC.	JOSEPH FERGUSON, 11 ORION ROAD, PEPPERELL, MA 01463
FERRARI NORTH AMERICA INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
FERRO ENGINEERING INK.	NATIONAL REGISTERED AGENTS, INC., 2 NORTH JACKSON STREET, STE. 605, MONTGOMERY, AL 36104
FGX INTERNATIONAL INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
FIELD TRIP, INC. F/K/A AMERICAN TALC COMPANY	PETER I. WOLD, 139 W 2ND ST, SUITE 200, CASPTER, WY 82601
FINKLIN CORPORATION	LEON FINKLIN, 8312 SPRING FLOWER RD COLUMBIA SC 29223
FIRE KING COMMERCIAL SERVICES LLC	101 SECURITY PARKWAY, NEW ALBANY, IN 47150-9366*
FIREMAN'S FUND INSURANCE COMPANY	1505 CORPORATION C T CORPORATION SYSTEM, 330 N BRAND BLVD, GLENDALE, CA 91203

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
FIRST BRANDS GROUP, LLC	REGISTERED AGENT SOLUTIONS, INC., 838 WALKER ROAD, STE. 21-2, DOVER, DE 19904
FIRST ENERGY, INC.	THE INCORPORATORS LTD., 300 NEW VIEW ROAD, STE. 209, NEWARK, DE 19711
FIRST SUPPLY	TODD RESTEL, 106 CAMERON AVE, LA CROSSE, WI 54601-4420
FISCHBACH, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
FISHER CONTROLS INTERNATIONAL LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
FISHER SCIENTIFIC COMPANY L.L.C.	CAPITOL SERVICES, INC., 108 LAKELAND AVE, DOVER, DE 19901
FISHER SCIENTIFIC INTERNATIONAL LLC	CAPITOL SERVICES, INC., 108 LAKELAND AVE, DOVER, DE 19901
FISONS CORPORATION	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY, 12207 - 2543
FIVE STAR FRAGRANCE COMPANY, INC.	FIVE STAR FRAGRANCE COMPANY, INC. C/O NY DEPARTMENT OF STATE, 99 WASHINGTON AVENUE, ALBANY, NY 12231
FIVES NORTH AMERICAN COMBUSTION INC	131 WALTON FERRY RD., STE. 20, HENDERSONVILLE, TN 37075*
FL SMIDTH DORR-OLIVER INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
FLAME REFRACTORIES INC.	C T CORPORATION SYSTEM, 1200 SOUTH PINE ISLAND ROAD, PLANTATION, FL 33324
FLEETPRIDE, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
FLEETWOOD HOMES	REGISTERED AGENT SOLUTIONS, INC., 206 S. CORONADO AVE, ESPANOLA, NM 87532
FLEXO SUPPLY COMPANY LLC	BAUGHER CPA GROUP LLC, 2208 BLUEWATER TRAIL, FORT WAYNE, IN 46804
FLINT HILLS RESOURCES LLC	4111 E 37TH STREET N., WICHITA, KS 67220*
FLORSTAR SALES INC FKA CARSON PIRIE SCOTT	1075 TAYLOR ROAD, ROMEOVILLE, IL 60446*
FLOWSERVE CORPORATION	C T CORPORATION SYSTEM, 28 LIBERTY STREET, NEW YORK, NY, 10005

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
FLOWSERVE CORPORATION F/K/A BW/IP INTERNATIONAL CO.	CT CORPORATION SYSTEM, 28 LIBERTY STREET, NEW YORK, NY 10005
FLOWSERVE INTERNATIONAL, L.L.C.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
FLOWSERVE U.S. INC.	C T CORPORATION SYSTEM, 28 LIBERTY ST., NEW YORK, NY, 10005
FLSMIDTH DORR-OLIVER, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
FLUOR CONSTRUCTORS INTERNATIONAL, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
FLUOR CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
FLUOR DANIEL SERVICES CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
FLUOR ENTERPRISES, INC.	1505 CORPORATION CSC - LAWYERS INCORPORATING SERVICE, 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA 95833
FMC CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
FMC TECHNOLOGIES, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
FONTAINE COMMERCIAL TRAILER, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
FONTAINE TRAILER COMPANY, LLC	UNITED STATES CORPORATION COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
FOOD 4 LESS OF CALIFORNIA, INC.	CSC-LAWYERS INCORPORATING SERVICE, 2710 GATEWARY OAKS DR., STE. 150N, SACRAMENTO, CA 95833
FOOD LION LLC	2110 EXECUTIVE DRIVE, SALISBURY, NC 28147*
FOODHOLD USA LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
FOOT LOCKER	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY 12207-2543
FOOT LOCKER RETAIL, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
FORD MOTOR COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
FORENTA L.P.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
FORMOSA PLASTICS CORPORATION USA	9 PEACH TREE HILL ROAD, LIVINGSTON, NJ 07039-5702*
FORT KENT HOLDING INC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
FOSECO, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
FOSTER WHEELER CORP.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 80 STATE STREET, ALBANY, NY, 12207
FOSTER WHEELER ENERGY CORPORATION	UNITED AGENT GROUP INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
FOSTER WHEELER LLC	UNITED AGENT GROUP INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
FRAGRANCES & COSMETICS, INC.	FRAGRANCES & COSMETICS, INC. C/O NY DEPARTMENT OF STATE, 99 WASHINGTON AVENUE, ALBANY, NY 12231
FRANKLIN ELECTRIC CO INC	9255 COVERDALE RD., FORT WAYNE, IN 46809*
FRED MEYER STORES	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
FREE BUILDERS SUPPLY, INC.	R JOSEPH FREE 1530 LINDA VISTA DR SAN MARCOS, CA 92078
FRONTIER BUILDING SUPPLY CO.	ROBERT F. KANE 870 MARKET STREET SUITE 1128 SAN FRANCISCO, CA 94102
FRUEHAUF TRAILER CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
FULTON BOILER WORKS INC	3981 PORT ST., PULASKI, NY 13142 *

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
G. DENVER AND CO., LLC	CT CORPORATION SYSTEM, 160 MINE LAKE CT STE 200 RALEIGH, NC 27615
G. W. BERKHEIMER CO. INC.	BRIAN D. COBBLE, 6000 SOUTHPORT RD, PORTAGE, IN 46368
G.S. BLODGETT CORPORATION	CT CORPORATION SYSTEM, 17 G W TATRO DR., JEFFERSONVILLE, VT 05464
G.S. BLODGETT LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
GABRIELLI TRUCK SALES OF BLOOMSBURY	JOSEPH S. ABOYOUN, ESQ., 77 BLOOMFIELD AVE, PINE BROOK, NJ 07058
GAGNON, INCORPORATED	PRENTICE-HALL CORPORATION SYSTEM, 505 5TH AVENUE, STE. 729, DES MOINES, IA 50309
GALLERIA CO.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
GARCOA, INC.	PARACORP INCORPORATED, 5010 MAYFIELD ROAD SUITE 212, LYNDHURST OH 44124
GARDNER DENVER NASH LLC	THE CORPORATION TRUST COMPANY, 1833 SOUTH MORGAN ROAD, OKLAHOMA CITY, OK 73128
GARDNER DENVER NASH LLC F/K/A THE NASH ENGINEERING COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
GARDNER DENVER, INC.	THE CORPORATION COMPANY, 40600 ANN ARBOR RD E STE 201, PLYMOUTH, MI 48170
GARE INC	165 ROSEMONT STREET, HAVERHILL, MA 01832-1340*
GARFIELD MOLDING CO INC	10 MIDLAND AVE IN WALLINGTON, NEW JERSEY 07057*
GARLOCK, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
GARY RAILWAY COMPANY, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
GATES CORPORATION	CT CORPORATION SYSTEM, 7700 E ARAPAHOE RD, STE. 220, CENTENNIAL, CO 80112
GEA FARM TECHNOLOGIES, INC.	CAPITOL SERVICES, INC., 108 LAKELAND AVE, DOVER, DE 19901
GENERAL BOILER CASING COMPANY	THE CORPORATION TRUST COMPANY, 32 SOUTH STREET, BALTIMORE MD 21202

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
GENERAL CABLE CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
GENERAL CABLE INDUSTRIES	CT CORPORATION SYSTEM, ONE CORPORATE CENTER, HARTFORD, CT 06103-3220
GENERAL DYNAMICS CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
GENERAL ELECTRIC CO.	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY 12207-2543
GENERAL ELECTRIC COMPANY	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
GENERAL FOODS CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
GENERAL GASKET CORP.	SANDRA S. MCCLUSKEY, 2322 SOUTH SEVENTH STREET, ST. LOUIS, MO 63104
GENERAL PARTS, INC., D/B/A CARQUEST AUTO PARTS	CORPORATION SERVICE COMPANY, 2626 GLENWOOD AVE STE 550, RALEIGH, NC 27608
GENERAL PLUMBING SUPPLY INC	330 S RANDOLPHVILLE RD, PISCATAWAY, NJ 08854*
GENERAL REFRACTORIES COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
GENERAL STEEL INDUSTRIES INC	1417 STATE STREET, GRANITE, IL 62040*
GENLYTE THOMAS GROUP LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
GENUINE AUTO PARTS-COTTENS', INC. D/B/A NAPA AUTO PARTS	CT CORPORATION SYSTEM, 206 S CORONADO AVE, ESPANOLA, NM 87532-2792
GENUINE PARTS COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
GENUINE PARTS COMPANY D/B/A NAPA	THE CORPORATION COMPANY, 410 PEACHTREE PARKWAY SUITE 4245, CUMMING, GA, 30041, USA
GEO. P. REINTJES CO INC	CT CORPORATION SYSTEM, 120 SOUTH CENTRAL AVE, STE. 400, SAINT LOUIS, MO 63105

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
GEORGE M. RAYMOND CO.	C KERRY FIELDS, 115 S CHAPARRAL CT, STE. 100, ANAHEIM, CA 92808
GEORGIA PACIFIC CONSUMER PRODUCTS LP	133 PEACHTREE ST., NE, ATLANTA, GA 30303-5605*
GEORGIA POWER COMPANY	241 RALPH MCGILL BLVD, NE, ATLANTA, GA 30308*
GERARD CHIMNEY CO	4607 BECK AVENUE, SAINT LOUIS, MO 63116*
GIANT COMPANY, LLC	CORPORATION SERVICE COMPANY, 5235 NORTH FRONT STREET, HARRISBURG, PA 17110
GIANT EAGLE INC.	CORPORATION SERVICE COMPANY, 5235 NORTH FRONT STREET, HARRISBURG, PA 17110
GIANT FOOD LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
GIANT OF MARYLAND LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
G-III APPAREL GROUP, LTD.	UNITED CORPORATE SERVICES, INC., 800 NORTH STATE STREET, STE. 304, DOVER, DE 19901
GIORGIO BEVERLY HILLS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
GIVENCHY CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
GLASCO USA INC	18205 WEAVER, DETROIT MI 48228*
GLAXOSMITHKLINE CONSUMER HEALTHCARE HOLDINGS (US) LLC	CORPORATION SERVICE COMPANY, 100 CHARLES EWING BLVD, STE. 160, EWING, NJ 08628
GLAXOSMITHKLINE LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
GLENCORE LTD.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 300 DESCHUTES WAY SW, STE. 208 MC-CSC1, TUMWATER WA 98501
GLOBE MANUFACTURING COMPANY	CT CORPORATION SYSTEM, 2 1/2 BEACON STREET, CONCORD, NH 03301-4447
GMT INTERNATIONAL CORPORATION	56 CONNERS ROAD VILLA RICA, GA 30180*
GOETZE NIEMER CO	8550 S 137TH CIR, OMAHA, NE 68138*

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
GOLD BOND CO. LLC	CORPORATE SERVICE COMPANY, 100 CHARLES EWING BLVD, STE 160, EWING, NJ 08628
GOLD BOND CO. LLC	CORPORATION SERVICE COMPANY, 2626 GLENWOOD AVE STE 550, RALEIGH, NC 27608
GOLD BOND HOLDINGS LLC	AMERICAN INCORPORATIONS LTD., 1013 CENTER ROAD, STE. 403-A, WILMINGTON, DE 19805
GOLD BOND STERILIZING POWDER CO.	ABRAHAM BELILOVE, ESQ., 732 FLEET NAT. BANK BLDG, PROVIDENCE, RI 02903
GOLD BOND STERILIZING POWDER CO.	KRISTIN BEDWELL, 5485 HIXSON PIKE, HIXON, TN 37343-3238
GOLD BOND STERILIZING POWDER CO.	REGISTERED AGENT - NONE LISTED
GOLD BOND, INC.	KRISTIN BEDWELL, 5485 HIXSON PIKE, HIXON, TN 37343-3238
GOODMAN MANUFACTURING II LP	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
GOODRICH CORPORATION F/K/A THE B.F. GOODRICH COMPANY	C T CORPORATION SYSTEM, 28 LIBERTY ST., NEW YORK, NY, 10005
GOODRICH CORPORATION F/K/A THE B.F. GOODRICH COMPANY	CT CORPORATION, 160 MINE LAKE COURT, SUITE 200, RALEIGH, NC 27615-6417
GOODYEAR CANADA, INC.	GOODYEAR CANADA, 10 FOUR SEASONS PLACE, ETOBICOKE, ONTARIO, CANADA, M9B 6G2
GOODYEAR TIRE & RUBBER CO.	200 INNOVATION WAY, AKRON, OHIO 44316-0001*
GORMAN-RUPP COMPANY	JASMINE RAWLS, 727 SHERBURNE AVE, MINNEAPOLIS, MN 55104
GOULD ELECTRONICS, INC.	THE CORPORATION TRUST, 300 E LOMBARD ST, BALTIMORE MD 21202
GOULDS PUMPS (IPG), LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
GOULDS PUMPS, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
GRAFTOBIAN MAKEUP COMPANY	ERIC G. COFFMAN, 510 TASMAN ST., MADISON, WI 53714-3154
GRANCO CLARK INC	7298 STOREY ROAD, BELDING, MI 48809*
GRAND HAVEN GASKET COMPANY	DOUGLAS SUCHECKI, 1701 EATON DRIVE, GRAND HAVEN, MI 49417
GRAY CONSTRUCTION GROUP LLC	11930 LUSHER RD, SAINT LOUIS, MO 63138-1301*
GRAYBAR ELECTRIC COMPANY, INC.	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY, 12207 - 2543
GRAYCOR INC.	STEVEN F GRAY, TWO MID AMERICA PLZ STE 400, OAKBROOK TERRACE ,IL 60181
GRAYCOR INDUSTRIAL CONSTRUCTORS INC.	URS AGENTS, LLC, 7700 EAST ARAPAHOE ROAD, SUITE 220, CENTENNIAL, CO 80112, US
GREAT BARRIER INSULATION CO.	JEFF AYCOCK, 1200 CORPORATE DR., STE. 325, BIRMINGHAM, AL 35243
GREDE LLC	20750 CIVIC CENTER DR., STE. 100, SOUTHFIELD, MI 48076*
GREEN BAY PACKAGING INC	3250 S. RIDGE ROAD, GREEN BAY, WI 54304*
GREENBRIER INTERNATIONAL, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
GREENE TWEED & CO.	2705 DETWILER ROAD, PO BOX 305, KULPSVILLE, PA 19443
GREENE TWEED & CO. INC.	CORPORATION SERVICE COMPANY, 2626 GLENWOOD AVE STE 550, RALEIGH, NC 27608
GRIMES AEROSPACE COMPANY	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
GRINNELL CORPORATION, D/B/A GRINNELL LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
GRINNELL LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
GROBET	JEAN-PIERRE GROBET, 750 WASHINGTON AVENUE, CARLSTADT, NJ 07072
GROBET USA	JEAN-PIERRE GROBET, 750 WASHINGTON AVENUE, CARLSTADT, NJ 07073

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COMPANY NAME	REGISTERED AGENT & ADDRESS
GROOT INDUSTRIES	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
GROVE PARK PHARMACY HOME CARE	AMY THOMPSON ADAMS, 1324 GROVE PARK NE, ORANGEBURG, SC 29115
GROVE U.S. LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
GRUNDFOS PUMPS CORPORATION	1505 CORPORATION C T CORPORATION SYSTEM, 330 N BRAND BLVD, GLENDALE, CA 91203
GRUNDFOS WATER UTILITY INC FKA YEOMANS CHICAGO	3905 ENTERPRISE COURT, AURORA, IL 60504*
GRYPHON INVESTORS	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
GSK CONSUMER HEALTHCARE HOLDINGS NO. 1 LLC	251 LITTLE FALLS DRIVE, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
GTE COMMUNICATION SYSTEMS CORPORATION F/K/A AUT	600 HIDDEN RIDGE, IRVING, TX 75038*
GTE OPERATIONS SUPPORT INCORPORATED	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
GUARANTEE ELECTRICAL COMPANY	CSC-LAWYERS INCORPORATING SERVICE COMPANY, 221 BOLIVAR ST., JEFFERSON CITY, MO 65101
GUARD-LINE, INC	H LEE STANLEY, 215 SOUTH LOUISE ST, ATLANTA, TX 75551
GUCCI AMERICA, INC.	C T CORPORATION SYSTEM, 28 LIBERTY ST., NEW YORK, NY, 10005
GUERLAIN, INC.	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY, 12207 - 2543
GULF OIL LIMITED PARTNERSHIP	80 WILLIAMS STREET, STE. 400, WELLESLEY HILLS, MA 02481-3705*
GULFSTREAM HOME & GARDEN	CORPORATION SERVICE COMPANY, 1201 HAYS STREET, TALLAHASSEE, FL 32301-2525
GUSMER ENTERPRISES, INC.	CORPORATION SERVICES COMPANY, 1900 W LITTLETON BLVD, LITTLETON, CO 80120

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
H M ROYAL INC	689 PENNINGTON AVE, TRENTON, NJ 08601*
H.B. FULLER COMPANY	1200 WILLOW LAKE BLVD, ST PAUL, MN 55110–5101
H.B. SMITH CO., INC.	47 WESTFIELD INDUSTRIAL PARK RD, WESTFIELD, MA 01085*
HABERBERGER, INCORPORATED MECHANICAL CONTRACTOR	STEVEN J HABERBERGER, 9744 PAULINE PL, SAINT LOUIS, MO 63123-4340
HALDEX BRAKE PRODUCTS CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HALEON US INC., F/K/A GSK CONSUMER HEALTH INC.	CSC-LAWYERS INCORPORATING SERVICE COMPANY, SUITE 1900, 233 SOUTH 13TH STREET, LINCOLN, NE 68508
HALLMARK CARDS INC.	CT CORPORATION SYSTEM, 5661 TELEGRAPH RD, STE 4B, SAINT LOUIS, MO 63129-4275
HALLMARK METALS CORP.	STEVEN M. KAPLAN, 930 WELLINGTON AVENUE, CRANSTON, RI 02910
HALSTON OPERATING COMPANY LLC	1201 W 5TH ST, LOS ANGELES, CA 90017*
HAMMILL & GILLESPIE	DOROTHY L. GILLESPIE, 869A STATE ROUTE 12, FRENCHTOWN, NJ 08825
HAMRICK'S INCORPORATED	BARRY L. HAMRICK, 742 PEACHOID RD., GAFFNEY, SOUTH CAROLINA 29341
HANNAFORD BROS. CO., LLC	CORPORATION SERVICE COMPANY, 100 NORTH MAIN STREET, SUITE 2, BARRE, VT, 05641, USA
HANSALOY CORPORATION	820 WEST 35TH STREET, DAVENPORT, IA 52806*
HANSEN PERMANENTE CEMENT	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HANSON PERMANENTE CEMENT	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HANSON PIPE & PRODUCTS MINNESOTA, INC., D/B/A HANSON PIPE & PRECAST	C T CORPORATION SYSTEM INC, 100 S 5TH STR #1075, MPLS, MN 55402

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
HARLEY-DAVIDSON INC.	C T CORPORATION SYSTEM, 301 S BEDFORD ST, STE 1, MADISON , WI 53703-3691
HARPER INTERNATIONAL CORP	4455 GENESEE ST, BUFFALO, NY 14225*
HARRIS CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HARRIS TEETER SUPERMARKETS	CORPORATION SERVICE COMPANY, 2626 GLENWOOD AVENUE, SUITE 550, RALEIGH, NC 27608
HARRIS TEETER SUPERMARKETS, INC F/K/A RUDDICK CORP	HATCH, LITTLE & BUNN, LLP, 2626 GLENWOOD AVENUE, SUITE 550, RALEIGH, NC 27608
HARRIS TEETER, LLC	CORPORATION SERVICE COMPANY, 2626 GLENWOOD AVENUE, SUITE 550, RALEIGH, NC 27608
HARROP	JAMES E. HOUSEMAN, 3470 E FIFTH AVE, COLUMBUS, OH 43219
HARSCO CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HARVEY INDUSTRIES	DELAWARE CORPORATION ORGANIZERS, INC., 1201 NORTH MARKET ST, FL 18, P.O. BOX 1347, WILMINGTON, DE 19801
HASBRO	THE COMPANY CORPORATION, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HAUCK MANUFACTURING COMPANY	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY, 12207 - 2543
HAWTHORNE PHARMACY, INC.	GARY C JONES, 1518 TAYLOR ST, COLUMBIA, SOUTH CAROLINA 29201
HAYES MECHANICAL LLC	HARVARD BUSINESS SERVICES, INC., 16192 COASTAL HWY, LEWES, DE 19958
HAYNES INTERNATIONAL	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
HB FULLER COMPANY	1200 WILLOW LAKE BLVD, ST. PAUL, MN 55110-5101
HD HYUNDAI CONSTRUCTION EQUIPMENT NORTH AMERICA, INC.	HYUNG C. PARK, 440 RENAISSANCE DR STE 430, PARK RIDGE ,IL 60068-1356

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
HD HYUNDAI INFRACORE NORTH AMERICA, LLC	HD HYUNDAI INFRACORE NORTH AMERICA, LLC, 7700 E ARAPAHOE RD. STE 220, CENTENNIAL, CO 80112
HEALTHWISE PHARMACIES, INC.	CT CORPORATION SYSTEM, 2 OFFICE PARK COURT, SUITE 103, COLUMBIA, SOUTH CAROLINA 29223
HEAT & FROST INSULATION COMPANY, INC.	PHILIP F HOWERTON JR, 1820 SOUTHERN NATIONAL CENTER, CHARLOTTE, NC 00000
H-E-B	ABEL MARTINEZ, 646 SOUTH FLORES ST., SAN ANTONIO, TX 78204
HEFCO	THE COMPANY CORPORATION, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HEIDELBERG U.S.A.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HEIDELBERG USA INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HELEN OF TROY LIMITED	CLARENDON HOUSE, CHURCH STREET, HAMILTON, BERMUDA D0
HELEN OF TROY, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
HELLA KGAA HUECK & CO	RIXBECKER STRAßE 75 59552 LIPPSTADT, GERMANY*
HELMKAMP CONSTRUCTION CO.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
HENKEL CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HENKEL US OPERATIONS CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HENKEL/LOCTITE	CORPORATION SERVICE COMPANY, GOODWIN SQUARE 225 ASYLUM ST, 20TH FLOOR, HARTFORD CT 06103
HENNESSY INDUSTRIES, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HENNESSY INDUSTRIES, LLC	1601 J.P. HENNESSY DRIVE, LA VERGNE, TENNESSEE 37086*
HENRY COMPANY LLC	CSC - LAWYERS INCORPORATING SERVICE, 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA 95833

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
HENRY COMPANY LLC	999 N PACIFIC COAST HIGHWAY, STE. 800, EL SEGUNDO, CA 90245-2716*
HENRY PRATT COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
HENRY SCHEIN INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HENRY TECHNOLOGIES INC.	DELAWARE CORPORATE SERVICES INC., 919 N MARKET ST. STE 725, WILMINGTON, DE 19801
HERAEUS KULZER	URS AGENTS, LLC, 614 N DUPONT HWY, SUITE 210, DOVER, DE 19901
HERCULES CONSTRUCTION COMPANY	15393 DIAMOND HEAD RD, LAKE OSWEGO, OREGON, 97034*
HERCULES, LLC	THE CORPORATION TRUST, INCORPORATED, 2405 YORK ROAD, SUITE 201, LUTHERVILLE TIMONIUM MD 21093-2264
HERITAGE CONSUMER PRODUCTS	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
HERMAN GOLDNER COMPANY INC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
HERTY FOUNDATION	110 BRAMPTON RD, SAVANNAH, GA, 31408-2205*
HESS CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HESTER-BRADLEY COMPANY	MARK E. BUSSE, 1814 SOUTH THIRD STREET, ST. LOUIS, MO 63104-4040
HEXION INC.	CORPORATION SERVICES COMPANY, 180 E BROAD ST, LESLIE TACKETT, COLUMBUS, OH 43215-3707
HFC PRESTIGE PRODUCTS, INC.	CORPORATION SERVICE COMPANY, GOODWIN SQUARE 225 ASYLUM STREET, 20TH, FLOOR, HARTFORD, CT, 06103
HIGH RIDGE BRANDS CO.	333 LUDLOW STREET, STE 2, STAMFORD, CT 06902-6991
HIGHLAND STUCCO AND LIME PRODUCTS	15148 OXNARD STREET, VAN NUYS, CA 91411
HILL BROTHERS CHEMICAL CORPORATION	1505 CORPORATION, URS AGENTS INC, 7801 FOLSOM BLVD, #202, SACRAMENTO, CA 95826

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
HILTON FIRE-BRICK SERVICES	MICHAEL JAMES HILTON, 11900 RICH VALLEY BLVD, INNER GROVE HEIGHTS, MN 55077
HIMMEL EQUITIES LLC	CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, NEW YORK, NY 10011
HIMMEL GROUP	CORPORATION SERVICE COMPANY, 1201 HAYS STREET, TALLAHASSEE, FL 32301-2525
HIMMEL MANAGEMENT CO. LLC	JEFFREY, HIMMEL S, C/O MWE, 1500 RXR PLAZA - WEST TOWER, UNIONDALE, FL 11556
HIMMEL MEDIA LLC	CORPORATE CREATIONS NETWORK INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
HIRONS	JOHN L. HIRONS, 185 E 18TH AVE, EUGENE, OR 97401
HITACHI CONSTRUCTION MACHINERY HOLDING USA CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HITACHI CONSTRUCTION TRUCK MANUFACTURING	CORPORATION SERVICE COMPANY, 1160 DUBLIN ROAD, SUITE 400, COLUMBUS, OH 43215
HITACHI CONSTRUCTION TRUCK MANUFACTURING LTD.	CORPORATION SERVICE COMPANY, 1160 DUBLIN ROAD, SUITE 400, COLUMBUS, OH 43215
HITACHI KOKUSAI ELECTRIC COMARK LLC	104 FEEDING HILLS RD , SOUTHWICK, MA 01077*
HITCO CARBON COMPOSITES	NATIONAL REGISTERED AGENTS, INC., 1209 ORANGE STREET, WILMINGTON, DE 19801
HK KOLMAR LABORATORIES, INC.	CSC - LAWYERS INCORPORATING SERVICE, 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA 95833
HOBART BROTHERS LLC	CT CORPORATION SYSTEM, 4400 EASTON COMMONS WAY, SUITE 125, COLUMBUS, OH 43219
HODGDON POWDER COMPANY	REGISTERED AGENT SOLUTIONS, INC., 2101 SW 21ST ST., TOPEKA, KS 66604
HOFFMAN NEW YORKER INC	11178 ROUTE 220, DUSHORE, PA 18614*

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
HOFMANN INDUSTRIES	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
HOLCIM CANADA HOLDINGS LLC	THE CORPORATION TRUST INCORPORATED, 2405 YORK ROAD, SUITE 201, LUTHERVILLE TIMONIUM, MD 21093-2264
HOLDCO (NA) INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
HOLLEY PERFORMANCE PRODUCTS	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HOLLINGSWORTH & VOSE COMPANY	MARK S. FREEMAN, 112 WASHINGTON STREET, EAST WALPOLE, MA 02032
HOMASOTE COMPANY	NEW SEASON CORPORATE SERVICES, 4600 LARSON WAY, SACRAMENTO, CA 95822
HOME DEPOT USA, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HOME VALU, INC.	C/O OFFICE OF THE SECRETARY OF STATE, FIRST NATIONAL BANK BLDD., 332 MINNESOTA, STE. N201, MINNEAPOLIS, MN 55101
HOME VALU, INC.	C/O GERALD E. BOSCHWITZ, 1400 AT&T TOWER, 901 MARQUETTE AVE., MINNEAPOLIS, MN 55402-2859
HOMESTEAD INDUSTRIES	THE COMPANY CORPORATION, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HOMESTEAD VALVE CO.	CT CORPORATION SYSTEM, 123 S BROAD ST, PHILADELPHIA, PA 19109
HONDA	700 VAN NESS AVE, TORRANCE, CA 90501*
HONEYWELL INC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HONEYWELL INTERNATIONAL INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HONEYWELL INTERNATIONAL INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
HOPEMAN BROTHERS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
HOUBIGANT	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
HOWDEN BUFFALO, INC.	CT CORPORATION SYSTEM, 2 OFFICE PARK COURT, SUITE 103, COLUMBIA, SOUTH CAROLINA 29223
HOWDEN NORTH AMERICA, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
HOWMET AEROSPACE INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
HOWMET AEROSPACE INC. F/K/A ARCONIC INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
HP INC FKA HEWLETT PACKARD COMPANY	1501 PAGE MILL RD, PALO ALTO, CA 94304*
HRB BRANDS	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
HUBBELL INCORPORATED	CORPORATION SERVICE COMPANY, GOODWIN SQUARE 225 ASYLUM STREET, 20TH, FLOOR, HARTFORD, CT, 06103
HUNTSMAN INTERNATIONAL LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
HURST BOILER & WELDING CO.	THERESA HURST WHITE, 900 CLYDE GRIFFIN ROAD, THOMASVILLE, GA 31757
HUSQVARNA CONSTRUCTION PRODUCTS NORTH AMERICA	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
HUSQVARNA GROUP	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
HUSSMANN CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
HYSTER COMPANY	CORPORATION SERVICE COMPANY, 327 HILLSBOROUGH ST, RALEIGH, NC 27603
HYSTER-YALE GROUP	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
HYSTER-YALE MATERIALS HANDLING	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
HY-VEE	CT CORPORATION SYSTEM, 400 E COURT AVE, DES MOINES, IA 50309
I.M. INDUSTRIES, INC.	W/K CORPORATE SERVICES (DEL), INC., 15 EAST NORTH STREET, DOVER, DE 19901
IBM	1 ORCHARD RD., ARMONK, NY 10504*
IC BUS	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
IDAHO POWER COMPANY	CHERYL W THOMPSON, 1221 W IDAHO STREET, BOISE, ID 83702
IDEAL TAPE CO.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
IDELLE LABS, LTD.	CAPITOL CORPORATE SERVICES, INC., 1501 S MOPAC EXPY STE 220, AUSTIN, TX 78746
IGA	RICHARD J MOREY, 444 W LAKE ST, STE 900, CHICAGO, IL 60606
ILLINOIS CENTRAL RAILROAD COMPANY	ILLINOIS CORPORATION SERVICE COMPANY, 801 ADLAI STEVENSON DRIVE, SPRINGFIELD, IL 62703-4261
ILLINOIS TOOL WORKS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
ILOVETOCREATE, F/K/A DUNCAN ENTERPRISES	CHASE DUNCAN 555 EAST SERENA AVENUE FRESNO, CA 93720
IM INDUSTRIES, INC.	GERSON U CISNEROS, 4855 MITCHELLE DR., BROWNSVILLE, TX 78526
IM INDUSTRIES, LLC	ALISIA CETARRA ACREE, 21355 JETTISON DR., LEXINGTON PARK MD 20653
IMCD US, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
IMERYS WOLLASTONITE USA, LLC	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY, 12207 - 2543
IMG FRAGRANCE BRANDS	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
IMG HOLDINGS	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
IMI CRITICAL ENGR PBM LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
IMI FABI (DIANA) LLC	CT CORPORATION SYSTEM, 28 LIBERTY ST., NEW YORK, NY, 10005
IMI FABI USA INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE, 19801
IMI FABI, LLC	JAMES WOODS, 209 MARSHALL STREET, BENWOOD, WV 26031
IMO INDUSTRIES INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
IMO INDUSTRIES LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
INDECK POWER EQUIPMENT CO.	ILLINOIS CORPORATION SERVICE COMPANY, 801 ADLAI STEVENSON DRIVE, SPRINGFIELD, IL 62703-4261
INDIAN HEAD INDUSTRIES INC	6200 HARRIS TECHNOLOGY BLVD., CHARLOTTE, NC 28269*
INDIANA UNIVERSITY	OFFICE OF THE VICE PRESIDENT AND GENERAL COUNSEL, BRYAN HALL 211, 107 S. INDIANA AVENUE, BLOOMINGTON, IN 47405
INDIANAPOLIS POWER & LIGHT COMPANY	JOSEPH G. STRINES, ONE MONUMENT CIRCLE, INDIANAPOLIS, IN 46204
INDUCTOTHERM CORP.	INCORP SERVICES, INC., 4505 PACIFIC HWY E, STE. C-2 , FIFE, WA 98424
INDUCTOTHERM CORPORATION	10 INDEL AVE IN RANCOCAS, NEW JERSEY 08073*
INDUSTRIAL FURNACE CO.	COGENCY GLOBAL INC., 900 OLD ROSWELL LAKES PARKWAY, SUITE 300, ROSWELL, GA 30075
INDUSTRIAL HOLDINGS CORPORATION F/K/A THE CARBORUNDUM COMPANY	THE PRENTICE-HALL CORPORATION SYSTEM INC, 135 NORTH PENNSYLVANIA STREET, SUITE 1610, INDIANAPOLIS, IN, 46204, USA
INDUSTRIAL OPPORTUNITY PARTNERS LLC	1603 ORRINGTON AVE, STE. 700, EVANSTON, IL 60201*
INDUSTRIAL POWER PRODUCTS OF AMERICA INC AKA SU	10801 88TH AVENUE PLEASANT PRAIRIE, WI 53158 *

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
INDUSTRY PRODUCTS COMPANY	NVH ACQUISITION HOLDINGS, LLC, 425 WALNUT STREET, SUITE 1800, CINCINNATI OH 45202
INGERSOLL-RAND COMPANY	CT CORPORATION SYSTEM, 820 BEAR TAVERN ROAD, WEST TRENTON, NJ 08628
INGREDION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
INSIGHT PHARMACEUTICALS	NATIONAL REGISTERED AGENTS, INC., 1209 ORANGE STREET, WILMINGTON, DE 19801
INSIGHT PHARMACEUTICALS CORPORATION	NATIONAL REGISTERED AGENTS, INC., 1209 ORANGE STREET, WILMINGTON, DE 19801
INSUL COMPANY	110 N. MARKET STREET, EAST PALESTINE, OH 44413
INSULATION SERVICES OF TULSA LLC	9524 E 81ST ST, TULSA, OK 74133*
INTER PARFUMS	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
INTERCOS AMERICA INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
INTERFACE SEALING SOLUTIONS, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
INTER-MARKETING GROUP	CORPORATION SERVICE COMPANY, 1201 HAYS STREET, TALLAHASSEE, FL 32301-2525
INTERNATIONAL BUSINESS MACHINES CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
INTERNATIONAL COMFORT PRODUCTS LLC FKA HEIL HEA	650 HEIL QUAKER AVE, LEWISBURG, TN 37091*
INTERNATIONAL MOTORS	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
INTERNATIONAL PAPER COMPANY	C T CORPORATION SYSTEM, 28 LIBERTY ST., NEW YORK, NY, 10005
INTERNATIONAL PRODUCT SOLUTIONS	BUSINESS FILINGS INCORPORATED, 108 WEST 13TH ST, WILMINGTON, DE 19801
INTERPARFUMS	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

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COMPANY NAME	REGISTERED AGENT & ADDRESS
INTRICON CORPORATION FKA SELAS CORPORATION OF A	1260 RED FOX RD, ARDEN HILLS, MN 55112-6944*
INVENSYS SYSTEMS, INC.	ILLINOIS CORPORATION SERVICE COMPANY, 801 ADLAI STEVENSON DRIVE, SPRINGFIELD ,IL 62703-4261
IOWA-ILLINOIS TAYLOR INSULATION CONTRACTING INC.	L&W AGENTS, INC., 220 N MAIN ST, STE 600, DAVENPORT, IA 52801
IPSEN	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
IREDALE COSMETICS	NATIONAL REGISTERED AGENTS, INC., 1209 ORANGE STREET, WILMINGTON, DE 19801
IRWIN INDUSTRIAL TOOL CO.	CCS GLOBAL SOLUTIONS, INC., 13 WEST MAIN STREET, P.O. BOX 953, FELTON, DE 19943
ISM SAFES USA INC	1881 ROUTE 46 LEDGEWOOD, NJ 07852*
ISUZU MOTORS AMERICA INC.	CSC LAWYERS INCORPORATION SERVICE, 2710 GATEWAY OAKS DRIVE, SUITE 150N, SACRAMENTO CA
IT CORP FKA INDUSTRIAL TANK INC INCORPORATED BY	26 COTSWOLD DRIVE, WESTVILLE, DURBAN 4001, ZA*
IT COSMETICS	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ITEN INDUSTRIES	HUGH J MORGAN, 6155 ROCKSIDE ROAD, #307, CLEVELAND, OH 44131
ITT CORPORATION	C T CORPORATION SYSTEM, 334 NORTH SENATE AVENUE, INDIANAPOLIS, IN, 46204, USA
ITT INC.	100 WASHINGTON BLVD, STAMFORD, CT 06902*
ITT INC.	C T CORPORATION SYSTEM, 334 NORTH SENATE AVENUE, INDIANAPOLIS, IN, 46204, USA
ITT LLC	C T CORPORATION SYSTEM, 334 NORTH SENATE AVENUE, INDIANAPOLIS, IN, 46204, USA
IVC US	CORPORATION SERVICE COMPANY, 2 SUN COURT, SUITE 400, PEACHTREE CORNERS, GA 30092
IVY ENTERPRISES INC.	YONG JIN CHANG, 25 HARBOR PARK DRIVE, PORT WASHINGTON, NY 11050
J PUBLICATION COMPANY LLC AKA FASHION FAIR COSM	1040 N. LAKE SHORE DRIVE, CHICAGO, IL 60611*

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
J T THORPE & SON INC	1060 HENSLEY STREET, RICHMOND, CA 94801*
J&J HOLDCO LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINTGON, DE 19801
J&J HOLDCO NA LLC	CT CORPORATION SYSTEM, 1999 BRYAN ST., STE 900, DALLAS, TX 75201-3140
J&J INTERMEDIATE HOLDING CORP.	C T CORPORATION SYSTEM, 4701 COX RD STE 285, GLEN ALLEN, VA, 23060 - 6808, USA
J&J SASS ELECTRIC	THE CORPORATION, 30 GRAND STREET, KINGSTON, NY 12401
J&L INSULATION	KEITH MICHAEL KEILMAN, 10035 MAINE AVE, LAKESIDE, CA 92040
J. E. DUNN CONSTRUCTION COMPANY	CT CORPORATION SYSTEM, 5661 TELEGRAPH RD, STE 4B, SAINT LOUIS, MO 63129-4275
J. H. FRANCE REFRACTORIES, CO., INC.	2539 BORDEN AVE, LONG ISLAND CITY, NY 11101*
J. P. BUSHNELL PACKING SUPPLY CO.	KATHLEEN SULLIVAN, 801 CASS AVE, SAINT LOUIS, MO 63106-4506
J. R. SIMPLOT COMPANY	CORPORATION SERVICE COMPANY, 8275 SOUTH EASTERN AVENUE, #200, LAS VEGAS, NV 89123
J. T. THORPE & SON	RICHARD P GIARAMITA, 1060 HENSLEY STREET, RICHMOND, CA 94801
J.A. SEXAUER	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
J.C. PENNEY CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
J.C. WHITNEY & CO.	ILLINOIS CORPORATION SERVICE COMPANY, 801 ADLAI STEVENSON DRIVE, SPRINGFIELD ,IL 62703-4261
J.F. JALENKO & CO.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
J.H. FRANCE REFRACTORIES COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST., WILMINGTON, DE 19801
J.M. MANUFACTURING COMPANY, INC.	5200 WEST CENTURY BLVD. LOS ANGELES, CA 90045-5928*

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
J.P. BUSHNELL PACKING SUPPLY CO.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
J.R. CLARKSON COMPANY LLC	CORPORATION SERVICE COMPANY, 112 NORTH CURRY STREET, CARSON CITY, NV 89703
J.R. CLARKSON HOLDINGS, INC.	CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
J.S. ALBERICI CONSTRUCTION COMPANY INC	CT CORPORATION SYSTEM, 5661 TELEGRAPH RD, STE 4B, SAINT LOUIS, MO 63129-4275
JAFRA COSMETICS INTERNATIONAL, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
JAGUAR CARS INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST., WILMINGTON, DE 19801
JAGUAR LAND ROVER NORTH AMERICA	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
JALISCO SUPERMARKET III, LLC	EVENOR GALDAMEZ, 3509 AMES BLVD, ARRERO, LA 70072
JAMES WALKER MFG. CO.	CHRISTPHER MAY, 511 W 195TH ST, GLENWOOD ,IL 60425-1532
JAMISON'S PHARMACY INC.	MARK A JAMISON, 1225 GOFF AVE, ORANGEBURG, SC 29115
JANESVILLE DIV. OF LION APPAREL	QI SERVICES, INC., STRAUSS & TROY, THE FEDERAL RESERVE BUILDING, 150 EAST FOURTH STREET, CINCINNATI, OH 45202-4018
JANSSEN PHARMACEUTICALS, INC.	CT CORPORATION SYSTEM, 600 NORTH SECOND STREET, SUITE 401, HARRISBURG, PA 17101
JAPAN AUTOMOBILE MANUFACTURES ASSOCIATION JAMA	888 17TH STREET NW, STE. 609, WASHIGNTON, DC 20006*
JASPER ENGINE EXCHANGE	LINDA BUELTEL, 815 WERNSING RD, JASPER, IN 47546
JEFFERY S. HIMMEL / THE HIMMEL GROUP INC.	CORPORATION SERVICE COMPANY, 1201 HAYS STREET, TALLAHASSEE, FL 32301-2525
JENKINS BROS.	510 MAIN ST, BRIDGEPORT, CT 06609*
JENSEN SOUDERS AND ASSOCIATES INC	725 BAKER DR, ITASCA, IL 60143*

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
JEWEL FOOD STORES	CT CORPORATION SYSTEM, 4400 EASTON COMMONS WAY, SUITE 125, COLUMBUS, OH 43219
JEWEL OSCO SOUTHWEST LLC	ILLINOIS CORPORATION SERVICE COMPANY, 801 ADLAI STEVENSON DRIVE, SPRINGFIELD, IL 62703-4261
JIFFY PRODUCTS OF AMERICA INC	5401 BAUMHART RD., STE. B, LORAINE, OH 44053*
J-M MANUFACTURING COMPANY, INC.	CORPORATION SERVICE COMPANY, 1127 BROADWAY STREET NE STE 310, SALEM, OR 97303
JOCKEY INTERNATIONAL	CORPORATION SERVICE COMPANY, 33 E MAIN ST, STE 610, MADISON, WI 53703-4655
JOHN B. STETSON COMPANY	HARVARD BUSINESS SERVICES, INC., 16192 COASTAL HWY, LEWES, DE 19958
JOHN CRANE, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
JOHN DEERE COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
JOHN FABICK TRACTOR COMPANY	1 FABICK DRIVE, FENTON, US-MO, 63026*
JOHN HENRY FOSTER COMPANY OF ST. LOUIS INC	SCW REGISTERED AGENT, INC., 903 S LINDBERGH BLVD STE 200, SAINT LOUIS, MO 63131-2934
JOHN K. BICE, CO., INC.	LITA M OLQUIN, 1506 BARONET PL, FULLERTON, CA 92633
JOHN L'S PLUMBING	JOHN L. HONEYCUTT, 101 AHTENE DR., SLIDELL, LA 70460
JOHN W MOON INC DBA WD ALLEN MFG CO	2207 CONCORD PIKE #205, WILMINGTON, NEW CASTLE, DE, 19803*
JOHNSON & JOHNSON CONSUMER COMPANIES	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
JOHNSON & JOHNSON CONSUMER INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST., WILMINGTON, DE 19801
JOHNSON & JOHNSON HOLDCO (NA) INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST., WILMINGTON, DE 19801

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
JOHNSON CONTROLS FIRE PROTECTION LP	2001 US-136 E BUS, ALBANY, MO 64402*
JOHNSON CONTROLS INTERNATIONAL	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
JOHNSON CONTROLS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
JOHNSON PRODUCTS CO.	UNITED STATES CORPORATION COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
JOHNSONVILLE LLC	N6998 JOHNSONVILLE WAY SHEBOYGAN FALLS, WI 53085 *
JOHNSTON BOILER COMPANY	LARRY HINES, 300 PINE ST, FERRYSBURG, MI 49409
JOHNSTON PUMP COMPANY	350 N. ST. PAUL ST. STE. 2900 DALLAS, TX 75201*
JONCO INDUSTRIES	THOMAS L RYAN, 2800 W CUSTER AVE, MILWAUKEE, WI 53209-4951
JOSEPH OAT CORPORATION	1411 WALNUT ST SUITE 1204 PHILADELPHIA, PA 1910
JOY GLOBAL SURFACE MINING INC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
JOY GLOBAL UNDERGROUND MINING LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
JOY TECHNOLOGIES INC	100 EAST WISCONSIN AVENUE, SUITE 2780, MILWAUKEE, WISCONSIN 53202*
JSH GLOBAL INC.	HIMMEL, JEFFREY S, 221 MIRACLE MILE, CORAL GABLES, FL 33134
JURID	7450 MCCORMICK BLVD, SKOKIE, ILLINOIS, 60076*
K&B LOUISIANA CORPORATION D/B/A RITE AID CORPORATION	C T CORPORATION SYSTEM, 3867 PLAZA TOWER DR., BATON ROUGE, LA 70816
K.A.R.E. INC.	ELIZABHETH W. MEDLEN, 8042 PACE ROAD, NORFOLK, VA 23518-3424
K.S.B., INC.	CORPORATION SERVICE COMPANY, 100 SHOCKOE SLIP, FLOOR 2, RICHMOND, VA 23219
KAISER GYPSUM COMPANY, INC.	CORPORATION SERVICE COMPANY, 300 DESCHUTES WAY SW STE 208 MC-CSC1, TUMWATER, WA, 98501

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
KAMAN CORPORATION	UNITED AGENT GROUP INC., 6 LANDMARK SQUARE, 4TH FLOOR, STAMFORD, CT 06901
KARE, INCORPORATED	1123 YALE ST, HOUSTON, TX 77008*
KARNAK/KARNAK CORP	RAMPTON, JESSICA W, 3239 DELLWOOD AVE, JACKSONVILLE, FL 32205
KAWASAKI MOTORS CORP USA	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
KB PRODUCTS, INC.	TERRENCE J MCKENNA, 19333 E GRANT HWY, MARENGO ,IL 60152
KCG, INC.	CORPORATION SERVICE COMPANY, 7955 S PRIEST DR., SUITE 102, TEMPE, AZ, MARICOPA, 85284, USA
KECKLEY COMPANY	D S MILLER, 3400 CLEVELAND ST, SKOKIE, IL 60076-2916
KEELER-DORR OLIVER BOILER COMPANY	238 WEST ST WILLIAMSPORT, PA 17701
KEENAN PROPERTIES INC.	CONRAD J BOYLE, 100 N.E. THIRD AVENUE, SUITE 1000, FORT LAUDERDALE, FL 33301
KELLER INC	7550 TEAGUE ROAD, SUITE 300 HANOVER, MD 21076 *
KELLY CONSTRUCTION & DESIGN SERIES B LLC FICT N	225 EAST ST. PAUL AVE, STE. 205, MILWAUKEE, WI 53202*
KELLY-MOORE PAINT COMPANY, INC.	C T CORPORATION SYSTEM, 330 N BRAND BLVD, GLENDALE, CA 91203
KELSEY-HAYES COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
KEMP DRUG	SUSAN A WELLS, 12733 W 91ST PL S, SAPULPA, OK 74066
KENAKO INC.	50 JON BARRETT ROAD, PATTERSON, NY 12563
KENDO HOLDINGS	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
KENNECOTT UTAH COPPER LLC	CORPORATION SERVICE COMPANY, 15 WEST SOUTH TEMPLE, SUITE 600, SALT LAKE CITY, UT 84101
KENNEDY VALVE MANUFACTURING CO.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
KENTUCKY TRAILER SERVICES	CORPORATION SERVICE COMPANY, 315 HIGH STREET, FRANKFORT, KY 40601

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
KENVUE BRANDS, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
KENVUE INC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
KERING AMERICAS	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
KERN CONSTRUCTION & REMODELING LLC	301 W 2ND AVE, DEER CREEK, IL 61733*
KERN CONSTRUCTION INC	105 RAPID RIVER CT., RIGGINS, ID 83549-5038*
KEROTEST MANUFACTURING CORPORATION	5500 2ND AVE, PITTSBURGH, PENNSYLVANIA, 15207*
KERR CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
KEWAUNEE SCIENTIFIC CORPORATION	NATIONAL REGISTERED AGENTS, INC., 1209 ORANGE STREET, WILMINGTON, DE 19801
KEY FOOD STORES COOPERATIVE	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY 12207-2543
KEY WHOLESALE BUILDING PRODUCTS HOLDING CO	1136 SOUTH CAROLINA AVE MASON CITY, IA 50401*
KIKKOMAN FOODS INC	P.O. BOX 69, N1356 SIX CORNERS ROAD, WALWORTH, WI 53184*
KILLARK / HUBBELL INCORPORATED	CORPORATION SERVICE COMPANY, GOODWIN SQUARE 225 ASYLUM ST, 20TH FLOOR, HARTFORD CT, 06103
KIMBERLY-CLARK CORPORATION	351 PHELPS DRIVE, IRVING, US-TX, 75038*
KING RESEARCH, INC.	KING, HARRY A., 21 LADY LANE P O BOX 248, NORTH SALEM, NH, 03073, USA
KINNEY VACUUM PUMP COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
KION NORTH AMERICA CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

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COMPANY NAME	REGISTERED AGENT & ADDRESS
KIRKHILL	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
KISS NAIL PRODUCTS	25 HARBOR PARK DRIVE, PORT WASHINGTON, NY 11050
KISS NAIL PRODUCTS, INC. A/K/A, KISS PRODUCTS, INC.	25 HARBOR PARK DRIVE, PORT WASHINGTON, NY, UNITED STATES, 11050
KISS PRODUCTS, INC.	25 HARBOR PARK DRIVE, PORT WASHINGTON, NEW YORK, 11050.*
KMART CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINTGON, DE 19801
KNORR-BREMSE	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
KOBELCO CONSTRUCTION MACHINERY U.S.A. INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
KOBELCO CONSTRUCTION MACHINERY USA INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
KOBO PRODUCTS	DAVID SCHLOSSMAN, 3474 SOUTH CLINTON AVENUE, SOUTH PLAINFIELD, NJ 07080
KOCH HEAT TRANSFER COMPANY	UNITED AGENT GROUP INC., 1521 CONCORD PIKE, SUITE 201, WILMINGTON, DE 19803
KOCH INDUSTRIES	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
KOHLER CO.	CT CORPORATION SYSTEM, 301 S. BEDFORD ST, SUITE 1, MADISON, WI, 53703
KOLLER FORSTTECHNIK GMBH	KUFSTEINER WALD 26, A-6334 SCHWOICH BEI KUFSTEIN, AUSTRIA*
KOLMAR LABORATORIES, INC.	20 KING ST., PORT JERVIS, NY 12771
KOLMAR LABRATRIES, INC.	200 LIFE SCIENCE DRIVE OLYPHANT, PA 18447 *
KOMATSU AMERICA CORPORATION	CT CORPORATION SYSTEM, 289 S CULVER ST, LAWRENCEVILLE, GA 30046-4805

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
KOMATSU MINING CORP. F/K/A P & H MINING EQUIPMENT	CT CORPORATION SYSTEM, 301 S BEDFORD ST., STE. 1, MADISON, WI 53703
KONECRANES, INC.	NATIONAL REGISTERED AGENTS INC., 1999 BRYAN ST., STE. 900, DALLAS, TX 75201
KORTE CONSTRUCTION COMPANY	C T CORPORATION SYSTEM INC, 1010 DALE ST N, ST PAUL, MN 55117–5603
KRAFT FOODS GROUP	CORPORATION SERVICE COMPANY, 100 SHOCKOE SLIP, FLOOR 2, RICHMOND, VA 23219
KRAFT HEINZ FOODS COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
KREZ GROUP, LLC	PAUL HELMER, 7831 NAGLE AVENUE, MORTON GROVE, IL 60053-2760
KRISMAR CONSTRUCTION CO.	JEFFREY M WORTHE, 100 WILSHIRE BLVD, SUITE 2100, SANTA MONICA, CA 90401
KROGER CO.	CORPORATION SERVICE COMPANY, 1160 DUBLIN ROAD, SUITE 400, COLUMBUS OH 43215
KROGH PUMP COMPANY INC	C T CORPORATION SYSTEM, 330 N BRAND BLVD, GLENDALE, CA 91203
KRYOLAN CORPORATION	CLAUDIA INGE LONGO, 364 BLODGETT COTATI, CA 94931
KUBOTA NORTH AMERICA CORPORATION	1000 KUBOTA DRIVE, GRAPEVINE, TX 76051*
KUBOTA TRACTOR COMPANY	CT CORPORATION SYSTEM, 330 N BRANCH BLVD, GLENDALE CA 91203
KUBOTA TRACTOR CORPORATION	CORPORATION SERVICE COMPANY, 8585 OLD DAIRY RD STE 208, JUNEAU, AK 99801
L & L KILN MFG.	212 VASSAR AVE, SWARTHMORE, PA 19081-1634
L & S INSULATION CO.	MARK BORCHARDT, 20815 BARTLETT DR, BROOKFIELD, WI 53045-1724
L PERRIGO COMPANY	CSC-LAWYERS INCORPORATING SERVICE, 3410 BELLE CHASE WAY STE 600, LANSING, MI 4891
L&M FLEET SUPPLY	1200 E HWY 169, GRAND RAPIDS, MN 55744
L&S INSULATION CO.	MARK BORCHARDT, 20815 BARTLETT DR, BROOKFIELD, WI 53045-1724
L3 HARRIS TECHNOLOGIES INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
LA MIRADA PRODUCTS CO.	CT CORPORATION SYSTEM, 4400 EASTON COMMONS WAY, SUITE 125, COLUMBUS, OH 43219
LAGUNA CLAY COMPANY	1505 CORPORATION, PARACORP INCORPORATED, 2804 GATEWAY OAKS DR., SACRAMENTO, CA 95833
LAGUNA SALADA, LLC	REGISTERED AGENT SOLUTIONS INC., 2 NORTH JACKSON STREET SUITE 605, MONTGOMERY, AL 36104
LAGUNA TOOLS, INC. F/K/A DAKE CORPORATION	STEPHEN STOPPENBRING, 744 REFUGE WAY, STE. 2004, GRAND PRAIRIE, TX 75050
LAKELAND INDUSTRIES	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
LAMONS GASKET COMPANY	CORPORATION SERVICE COMPANY D/B/A CSC-LAWYERS INCO, 211 E. 7TH STREET SUITE 620, AUSTIN, TX 78701
LANCOME USA GROUP	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
LAND O'LAKES	CT CORPORATION SYSTEM, 1010 DALE STREET NORTH, ST. PAUL, MN 55117
LAROSE INDUSTRIES	JAMES SWICKLE, 147 TAYLOR AVENUE, RANDOLPH, NJ 07869
LATTNER BOILER COMPANY	STEVEN R JUNGE, 1411 NINTH ST SW, CEDAR RAPIDS, IA 52404
LAWN BOY INC	8111 LYNDALE AVE S, BLOOMINGTON, MINNESOTA 55420*
LEAR SIEGLER DIVERSIFIED HOLDINGS CORP.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
LEBUS INTERNATIONAL	CHAS F LEBUS, 25 INDUSTRIAL BLVD., LONGVIEW, TX 75605
LEHIGH GASKET COMPANY	GARY M. SMITH, 7709 BETH BATH PIKE, BATH, PA 18014
LEN-DAL CARPET & RUG CO.	JOEY M LENTS, POB 39, 3090 HWY 411 NORTH, CHATSWORTH, GA 30705
LENNOX INDUSTRIES, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
LEVEL 3 HOLDINGS INC AS SII TO PETER KIEWIT SON	1025 ELDORADO BLVD, BROOMFIELD, CO 80021*
LEVITON	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON DE, 19808

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
LEVITON MANUFACTURING CO.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
LIBERTY MANUFACTURED HOMES LLC	11665 SE 69TH TER, BELLEVIEW, FL 34420*
LIEBHERR MINING & CONSTRUCTION EQUIPMENT INC	4100 CHESTNUT AVENUE NEWPORT NEWS, VA 23607*
LINDBERG	200 SOMERSET CORPORATE BLVD., STE. 4002, BRIDGEWATER, NJ 08807*
LINK BELT CONSTRUCTION EQUIPMENT COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
LIPE AUTOMATION CORP.	CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, NEW YORK, NY 10011
LIQUIDATING REICHHOLD INC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
LLOYD LUMBER CO	1860 COMMERCE DRIVE, NORTH MANKATO, MN, 56003*
LLOYD'S AMERICA	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
LLT/LTL/LLT MANAGEMENT LLC	LLT MANAGEMENT LLC, 111 NORTH ORANGE AVENUE, SUITE 900, ORLANDO FL 32801
LOCKHEED MARTIN CORPORATION	CSC-LAWYERS INCORPORATING SERVICE COMPANY, 7 ST. PAUL STREET, SUITE 820, BALTIMORE, MD 21202
LOCKPORT DRYER FELTS	HIGH BRIDGE ROAD, P.O. BOX 979, QUINCY, FL 32351*
LONGS DRUG STORES	C T CORPORATION SYSTEM, 330 N BRAND BLVD, GLENDALE, CA 91203
LONGS DRUG STORES CALIFORNIA, LLC	C T CORPORATION SYSTEM, 330 N BRAND BLVD, GLENDALE, CA 91203
LONG'S DRUGSTORES OF SOUTH CAROLINA, INC.	CORPORATION SERVICE COMPANY, 100 COASTAL DRIVE, SUITE 210, CHARLESTON, SOUTH CAROLINA 29492
L'ORÉAL GROUP	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
L'OREAL TRAVEL RETAIL AMERICAS, INC.	C T CORPORATION SYSTEM, 1200 S PINE ISLAND RD, PLANTATION, FL 33324
L'ORÉAL USA PRODUCTS INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
L'OREAL USA S/D, INC.	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY, 12207 - 2543
L'OREAL USA, INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
L'OREAL USA, INC. D/B/A URBAN DECAY	THE PRENTICE-HALL CORPORATION SYSTEM, 251 LITTLE FALLS DRIVE, WILMINGTON DE 19808
L'OREAL USA, PRODUCTS INC.	CORPORATION SERVICE COMPANY, 1160 DUBLIN ROAD, SUITE 400, COLUMBUS OH 43215
LORNAMEAD INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
LOUIS VUITTON NORTH AMERICA	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
LOUISIANA MACHINERY COMPANY	MIRIAM W. HENRY, JONES WALKER, L.L.P., 201 ST. CHARLES AVE., SUITE 5100, NEW ORLEANS, LA 70170-5100
LOVEJOY INC	2655 WISCONSIN AVENUE DOWNERS GROVE, IL 60515 *
LOWCOUNTRY GROCERS LLC	CHARLES L. WILLARD, 724 ATTWOOD CIRCLE, MT. PLEASANT, SC 29464
LOWE'S COMPANIES	CORPORATION SERVICE COMPANY, 2626 GLENWOOD AVENUE, SUITE 550, RALEIGH, NC 27608
LOWRY SUPPLY CO	1750 PENNSYLVANIA AVE IN SALEM, OHIO 44460*
LTL MANAGEMENT LLC	SECRETARY OF STATE, PO BOX 29622, RALEIGH, NC 27626
LUCKY STORES LLC, F/K/A LUCKY STORES INC	COGENCY GLOBAL INC., 850 NEW BURTON RD., SUITE 201, DOVER DE 19904
LUFKIN GEARS LLC	CT CORPORATION SYSTEM, 1999 BRYAN ST., STE. 900, DALLAS, TX 75201
LUFKIN INDUSTRIES INC	CSC-LAWYERS INCORPORATING SERVICE COMPANY, 211 E. 7TH STREET, SUITE 620, AUSTIN, TX 78701-3218
LUK CLUTCH SYSTEMS	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
LUSE STEVENSON CO	3990 ENTERPRISE CT, AURORA, IL, 60504-8132*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
LVMH FRAGRANCE BRANDS	CORPORATION SERVICE COMPANY. 251 LITTLE FALLS DRIVE, WILMINGTON DE 19808
LVMH FRAGRANCE BRANDS WHD INC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
LVMH MOET HENNESSY LOUIS VUITTON, INC.	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY, 12207 - 2543
LVMH PERFUMES AND COSMETICS, INC.	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY, 12207 - 2543
M&J AUTO SUPPLY INC.	RANDY KRAFT, 2301 MAIN AVE, FARGO, ND 58103-1339
M. & O. INSULATION COMPANY	CT CORPORATION SYSTEM, 208 SO LASALLE ST, SUITE 814, CHICAGO, IL 60604-1101
M. A. MORTENSON COMPANY	CORPORATION SERVICE COMPANY, 2780 SNELLING AVENUE N, SUITE 101, ROSEVILLE, MN 55113
M. DAVID PAUL & ASSOCIATES	M. DAVID PAUL, 100 WILSHIRE BLVD, STE 1600, SANTA MONICA, CA 90401
M. DAVID PAUL ENTERPRISES	M. DAVID PAUL, 100 WILSHIRE BLVD, STE 1600, SANTA MONICA, CA 90401
M. MAURITZON & COMPANY	MARCOS REILLY, 151 N FRANKLIN ST, STE 2500, CHICAGO, IL 60606-1915
M.A.C. COSMETICS INC.	CORPORATION SERVICE COMPANY, 112 NORTH CURRY STREET, CARSON CITY, NV 89703
M.K. PACKAGING, INC.	MATTHEW KOSCO, 344 E 136TH PLACE, CHICAGO, IL 60627
MAACO	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MAACO FRANCHISING	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MAC COSMETICS	CORPORATION SERVICE COMPANY, 112 NORTH CURRY STREET, CARSON CITY, NV 89703
MACK TRUCKS, INC.	CT CORPORATION SYSTEM, 600 N 2ND ST #410, HARRISBURG, PA 17101
MACY'S	CORPORATE CREATIONS NETWORK INC., 119 R. COURT STREET, CINCINNATI, OH 45202
MACY'S OF NEW YORK	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
MACY'S RETAIL HOLDINGS	CORPORATE CREATIONS NETWORK INC, 15 NORTH MILL STREET, NYACK, NY 10960
MACY'S, INC.	CORPORATE CREATIONS NETWORK INC, 1521 CONCORD PIKE, SUITE 201, WILMINGTON, DE 19803
MAGELLAN MIDSTREAM PARTNERS	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
MAGID GLOVE AND SAFETY MANUFACTURING COMPANY, L.L.C.	GREG COHEN, 1300 NAPERVILLE DRIVE, ROMEOVILLE, IL 60446-1043
MAGNETEK	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MAGNUS ENGINEERED EQUIPMENT LLC	4500 BEIDLER RD, WILLOUGHBY, OH 44094*
MAJOR THEATRE EQUIPMENT CORP.	A CAMERON PORTER, 101 HOMES STREEET, QUINCY, MA 02171
MAKE UP FOR EVER LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MAKE-UP ART COSMETICS, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MALCO PRODUCTS	STUART GLAUBERMAN, 361 FAIRVIEW AVE, BARBERTON, OH 44203
MALLINCKRODT LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
MANA PRODUCTS	32-02 QUEENS BLVD, LONG ISLAND CITY, NY 11101
MANAC TRAILERS USA	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
MANITOWOC CRANES,INC.	CORPORATION SERVICE COMPANY, 8040 EXCELSIOR DR, STE 400, MADISON , WI 53717-2915
MANNINGTON MILLS, INC.	CORPORATION SERVICE COMPANY, 1900 W. LITTLETON BLVD, LITTLETON, CO 80120
MANNINGTON MILLS, INC.	CORPORATION SERVICE COMPANY, 820 BEAR TAVERN ROAD, WEST TRENTON, NJ 08628
MANORCARE HEALTH SERVICES, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
MANROLAND GOSS WEB SYSTEMS AMERICAS LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MAPEI CORPORATION	ILLINOIS CORPORATION SERVICE COMPANY, 801 ADLAI STEVENSON DRIVE, SPRINGFIELD ,IL 62703-4261
MARATHON OIL COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
MARATHON PETROLEUM COMPANY LP	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
MARCONI PLASTERING COMPANY, INC.	DANIEL L MARCONI 211 MOULTON ST SAN FRANCISCO, CA 94123
MAR-DUSTRIAL SALES, INC.	BRUCE HANSEN, 4865 N LAGOON, PORTLAND, OR 97217
MARGLEN INDUSTRIES, INC.	BENJAMIN MCELRATH, 1748 WARD MOUNTAIN RD, ROME, GA, 30161, USA
MARIANNA, INC.	11222 I ST, OMAHA, NE 68137*
MARINE CONTRACTOR, INC.	CT CORPORATION SYSTEM, 28 LIBERTY STREET, NEW YORK, NY 10005
MARIO & DIBONO PLASTERING CO., INC.	40-03 NATIONAL AVE., CORONA, NY, UNITED STATES, 11368
MARKO CONSTRUCTION & REMODELING INC	453 N TRUE ST, GRIFFITH, IN, 46319*
MARKWINS BEAUTY BRANDS, INC.	JOHN CHEN, 22067 FERRERO PARKWAY, CITY OF INDUSTRY, CA 91789
MARLEY-WYLAIN COMPANY	SECRETARY OF STATE, TOWNSEND BUILDING, SUITE 4, DOVER, DE 19901-1234
MARMON HIGHWAY TECHNOLOGIES LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MARMON INDUSTRIAL WATER LIMITED	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MARSH SUPERMARKETS	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
MARTIN BROS./MARCOWALL	MOHAMAD CHAHINE, 17104 S. FIGUEROA STREET, GARDENA, CA 90248

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
MARTIN HIMMEL INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 1201 HAYS STREET, SUITE 105, TALLAHASSEE, FL 32301
MARWINKS BEAUTY BRANDS	JOHN CHEN, 22067 FERRERO PARKWAY, CITY OF INDUSTRY, CA 91789
MARY KAY, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
MASTER LOCK COMPANY LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MATERION BRUSH INC.	GREGORY R CHEMNITZ, C/O BRUSHED MATERIALS, 6070 PARKLAND BLVD, MAYFIELD HEIGHTS, OH 44124
MAX FACTOR & CO.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
MAX FACTOR COMPANY	CT CORPORATION SYSTEM, 28 LIBERTY ST., NEW YORK, NY 10005
MAXIMA TECHNOLOGIES & SYSTEMS	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MAYBELLINE LLC (L'ORÉAL)	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY 12207-2543
MAYBELLINE, INC.	MAYBELLINE, INC., ATTN: LEGAL DEPARTMENT, 575 FIFTH AVENUE, NEW YORK, NY 10017
MAYCO COLORS/GARE, INC.	JAMES TWERDAHL, 388 S LAKE ST, PASADENA, CA 91101
MAYTAG CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MAZDA MOTOR OF AMERICA, INC. D/B/A MAZDA NORTH AMERICAN OPERATIONS	HANH NGUYEN, 200 SPECTRUM CENTER DRIVE, STE 100, IRVINE, CA 92618
MCCARTHY BUILDINGS COMPANIES	CSC-LAWYERS INCORPORATING SERVICE COMPANY, 221 BOLIVAR STREET, JEFFERSON CITY, MO 65101
MCCORD CORPORATION	ROBERT B. WILLIAMSON, JR., TWO CANAL PLAZA, PORTLAND, ME 04112
MCCORD GASKET CORPORATION	THE CORPORATION COMPANY, 40600 ANN ARBOR RD E, STE 201, PLYMOUTH, MI 48170

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
MCDERMAID ROOFING & INSULATING CO.	WILLIAM J NARETTA, 1229 KISHWAUKEE ST, ROCKFORD, IL 61104-4840
MCDERMOTT, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
MCFARLANE AVIATION	CORPORATION SERVICE COMPANY, 1100 SW WANAMAKER RD., SUITE 103, TOPEKA, KS 66604
MCKEEVER ENTERPRISES	JEFF BLOBAUM, 3550 NE RALPH POWELL RD, LEES SUMMIT, MO 64064-2360
MCKESSON CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MCMASTER-CARR SUPPLY COMPANY	CT CORPORATION SYSTEM, 208 SO LASALLE ST, SUITE 814, CHICAGO, IL 60604-1101
MCNALLY INDUSTRIES	CT CORPORATION SYSTEM, 301 S. BEDFORD ST., SUITE 1, MADISON, WI 53703
MCNEIL & NRM	UNITED STATES CORPORATION COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MCNEIL OHIO CORPORATION	1500 W COUNTY RD B2, ST. PAUL, MN 55113*
MCWANE INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
M-D BUILDING PRODUCTS	CORPORATION SERVICE COMPANY, 10300 GREENBRIAR PLACE, OKLAHOMA CITY, OK 73159
MEAD O'BRIEN INC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
MEADER MANAGEMENT COMPANY	DEREK MEADER, 100 HILL COUNTRY LANE, SAN ANTONIO, TX 78232
MEADER VENTURES LTD	DEREK MEADER, 508 W LINCOLN ST., MARFA, TX 79843
MEADWESTVACO CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
MECHANICAL DRIVES & BELTING	ANNA SLOUP, 2915 E. WASHINGTON BLVD., LOS ANGELES, CA 90023
MEDICINE MART PHARMACY OF COLUMBIA	GERALD L CULLER, 3729 ROSEWOOD DR, COLUMBIA, SC 29205

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
MEECO INVESTMENTS CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
MEIJER, INC.	THE CORPORATION COMPANY, 40600 ANN ARBOR RD E STE 201, PLYMOUTH, MI 48170
MEM COMPANY INC.	CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, NEW YORK, NY 10011
MENARD, INC	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MENDENHALL REBUILDERS	C.F. MCCLURE, JR., 600 SOUTH THERESA AVENUE, ST. LOUIS, MO 63103
MENLEY & JAMES LABORATORIES, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
MERCEDES-BENZ USA, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
MERCK & CO., INC.	CT CORPORATION SYSTEM, 820 BEAR TAVERN ROAD, WEST TRENTON, NJ 08628
MERCK SHARP & DOHME CORP.	CT CORPORATION SYSTEM, 820 BEAR TAVERN ROAD, WEST TRENTON, NJ 08628
MERCURY MARINE	UNITED AGENT GROUP INC., 1521 CONCORD PIKE, SUITE 201, WILMINGTON, DE 19803
MERIDEN MOLDED PLASTICS INC	555 LONG WHARF DRIVE, 8TH FLOOR, NEW HAVEN, CT 06511*
MERITOR, INC., F/K/A ARVINMERITOR, INC.	CORPORATION SERVICE COMPANY, 135 NORTH PENNSYLVANIA STREET, SUITE 1610, INDIANAPOLIS, IN 46204
MERLE NORMAN COSMETICS, INC.	HUBERT E RUSH, JR., 9130 BELLANCA AVENUE, LOS ANGELES, CA 90045
MERRILL MANUFACTURING CORPORATION	RW CORPORATE SERVICES, LLC, 500 N. FIRST ST., STE 8000, PO BOX 8050, WAUSAU, WI 54402-8050
MESKER DOOR	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MET PRO TECHNOLOGIES LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
METALCLAD INSULATION LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

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COMPANY NAME	REGISTERED AGENT & ADDRESS
METALLO GASKET CO	16 BETHANY ST., NEW BRUNSWICK, NEW JERSEY 08901*
MET-PRO CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
MET-PRO TECHNOLOGIES LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
METROPOLITAN LIFE INSURANCE COMPANY	200 PARK AVENUE, NEW YORK, NY 10166
METROPOLITAN TALC CO.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
METSO MINERALS INDUSTRIES	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
MICHELS CONSTRUCTION INC	817 MAIN STREET, BROWNSVILLE, WI, 53006*
MICHIGAN BELL TELEPHONE COMPANY	THE CORPORATION COMPANY, 40600 ANN ARBOR RD E, STE 201, PLYMOUTH, MI 48170
MICRON INDUSTRIES CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
MIDWAY INDUSTRIES	KENNETH J NEMEC JR, 835 MCCLINTOCK DR, 2ND FL, BURR RIDGE, IL 60527
MIDWEST THERMAL INSULATION INC.	L & W AGENTS, INC., 220 N MAIN ST, STE 600, DAVENPORT, IA 52801
MIEHLE PRINTING PRESS AND MANUFACTURING COMPANY	CT CORPORATION, 600 N 2ND ST, #401, HARRISBURG, PA 17101
MIKE'S HARDWARE AND BUILDING SUPPLY	JULIA LYNN BECK MOORE, 1251 ARTHUR STREET, SLIDELL, LA 70460
MILANI COSMETICS CORPORATE	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
MILK SPECIALTIES COMPANY	7500 FLYING CLOUD DR., SUITE 500, EDEN PRAIRIE, MN 55344*
MILLER BRADFORD & RISEBERG INC	W250 N6851 HWY 164, SUSSEX, WI 53089*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
MILLER ELECTRIC CO INC	6805 SOUTHPOINT PKWY, JACKSONVILLE, FL 32216*
MILLER ELECTRIC MFG LLC	1635 W. SPENCER ST. P.O. BOX 1079 APPLETON, WI 54912-1079*
MILLIKEN & COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
MILTON ROY, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
MILWAUKEE ELECTRIC TOOL CORPORATION	13135 W LISBON RD, BROOKFIELD, WI 53005*
MILWAUKEE FORGE	1532 E OKLAHOMA AVE, MILWAUKEE, WI 53207*
MILWAUKEE VALVE COMPANY, INC.	CT CORPORATION SYSTEM, 301 S. BEDFORD ST., SUITE 1, MADISON, WI 53703
MILWHITE INC	5487 PADRE ISLAND HWY, BROWNSVILLE, TX 77041*
MINCHEM INTERNATIONAL INC.	JERRY J. SUN, 9999 BELLAIRE BLVD. STE. 1088, HOUSTON, TX 77036
MINE RESPIRATOR COMPANY LLC	122 EAST 42ND STREET, 18TH FLOOR, NEW YORK, NY, 10168*
MINE SAFETY APPLIANCES COMPANY, LLC	CT CORPORATION SYSTEM, 600 N 2ND ST #410, HARRISBURG, PA 17101
MINERAL AND PIGMENT SOLUTIONS	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MINERALS TECHNOLOGIES INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
MIRON CONSTRUCTION CO INC	10700 W RESEARCH DR, STE 100, MILWAUKEE, WI 53226-3466*
MISSION STUCCO CO.	RHONDA HERNANDEZ, 11551 EVERSTON, NORWALK, CA 90650
MISSOURI DRYWALL SUPPLY	CSC-LAWYERS INCORPORATING SERVICE COMPANY, 221 BOLIVAR STREET, JEFFERSON CITY, MO 65101
MITCHELL EQUIPMENT CORPORATION	ESTEL L LOVITT, 2937 MAPLE COLONY DRIVE, TOLEDO, OH 43617
MITSUBISHI CHEMICAL	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801

**Company address; no registered agent identified.*

COMPANY NAME	REGISTERED AGENT & ADDRESS
ADVANCED MATERIALS INC.	
MITSUBISHI MOTORS NORTH AMERICA, INC.	1505 CORPORATION, CT CORPORATION SYSTEM, 330 N BRAND BLVD, GLENDALE, CA 91203
MIYOSHI AMERICA, INC. F/K/A U.S. COSMETICS	CT CORPORATION SYSTEM, 357 EAST CENTER STREET, STE. 2J, MANCHESTER, CT 06040-4471
MK-FERGUSON COMPANY	KATIE DAVIS, 9559 WINCHESTER VLY, CHESTERLAND, OH 44026
MODERN EQUIPMENT COMPANY LLC	2000 CUMING STREET, OMAHA, NE 68102*
MODINE MANUFACTURING COMPANY	CORPORATION SERVICE COMPANY, 33 E MAIN ST, STE 610, MADISON, WI 53703-4655
MOHAWK FINE PAPERS INC	465 SARATOGA ST, COHOES, NY 12047*
MOHAWK INDUSTRIES INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MOLE-RICHARDSON CO., LTD.	MICHAEL C PARKER, 15148 BLEDSOE STREET, UNIT A, SYLMAR, CA 91342
MOLSON COORS BEVERAGE COMPANY USA LLC	INCORPORATING SERVICES, LTD., 3500 S DUPONT HWY, DOVER, DE 19901
MONDELEZ GLOBAL LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
MONDELEZ INTERNATIONAL INC	CT CORPORATION SYSTEM, 4701 COX RD, STE 285, GLEN ALLEN, VA 23060-6808
MONSANTO COMPANY	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MONSEY PRODUCTS COMPANY	COLD STREAM ROAD, KIMBERTON, PA 19442
MONTALVO CORPORATION	JOHN L. CARPENTER, P.O. BOX 9729, PORTLAND, ME 04104-5029
MONTELLO INC	ANDREW S. HARTMAN P.C., 6520 S. LEWIS AVE., STE. 15, TULSA, OK 74136
MOON AMERICAN INC	167B SOUTHWEST CUTOFF WORCESTER, MA 01604 *
MORBARK LLC	THE CORPORATION COMPANY, 40600 ANN ARBOR RD E, STE 201, PLYMOUTH, MI 48170

**Company address; no registered agent identified.*

COMPANY NAME	REGISTERED AGENT & ADDRESS
MORGAN ENGINEERING SYSTEMS	BRIAN R. MERTES, ESQ., 4505 STEPHEN CIRCLE, SUITE 200, CANTON, OH 44718
MORPHE HOLDINGS LLC	REID BREITMAN, 701 LACHMAN LANR, PACIFIC PALISADES, CA 90272
MORPHE LLC	CHRIS ORTIZ, 3888 HUMPHREY ST., SUITE A, ST. LOUIS, MO 63116
MORRIS FLAMINGO-STEPHAN INC	SUNSET IMAGE LLC, 10424 BRONSON RD, CLERMONT, FL 34711
MORRISON CONSTRUCTION COMPANY	SUNSHINE LANDGRAVE, 1834 SUMMER ST., HAMMOND, IN 46320-0747
MORRISON KNUDSEN CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
MORSE TEC LLC F/K/A BORGWARNER MORSE TEC, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
MORSE TEC, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
MORTON BUILDINGS INC	252 W ADAMS ST., MORTON, ILLINOIS 61550*
MORTON INTERNATIONAL INC	CORPORATION SERVICE COMPANY, 135 NORTH PENNSYLVANIA STREET, STE 1610, INDIANAPOLIS, IN 46204
MOTOR APPLIANCE CORPORATION	601 INTERNATIONAL AVE, WASHINGTON, MO 63090*
MOTOR COACH INDUSTRIES INC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
MOTOROLA SOLUTIONS	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
MOUNT VERNON MILLS INC	COGENCY GLOBAL INC., 1519 YORK ROAD, LUTHERVILLE, MD 21093
MOYNO, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
MSA SAFETY INCORPORATED	CT CORPORATION SYSTEM, 600 N 2ND ST #401, HARRISBURG, PA 17101

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COMPANY NAME	REGISTERED AGENT & ADDRESS
MSD CONSUMER CARE, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MT. CARMEL PUBLIC UTILITY CO.	KIMBERT ERIC BRAMLET, 316 N MARKET ST, MOUNT CARMEL, IL 62863
MUELLER CO. LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
MUELLER STEAM SPECIALTY, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MUNTERS CORPORATION	REGISTERED AGENT SOLUTIONS, INC., 99 WASHINGTON AVENUE, SUITE 700, ALBANY, NY 12260
MURCO WALL PRODUCTS	EVA JOAN BENTON, 201 NE 21ST STREET, FORT WORTH, TX 76164
MURPHY COMPANY MECHANICAL CONTRACTORS AND ENGINEERS	ROBERT L. KOESTER, 1233 N. PRICE ROAD, ST. LOUIS, MO 63132
MURRAY BOILER LLC	CORPORATION SERVICE COMPANY, 2626 GLENWOOD AVENUE, SUITE 550, RALEIGH, NC 27608
MW CUSTOM PAPERS, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
MYA, INC.	22 TECUMSEH DRIVE, MONTGOMERY AL 36117*
MYOSHI AMERICA, INC.	110 LOUISA VIENS DR., DAYVILLE, CT 06241*
MYOSHI AMERICA, INC.	711 EXECUTIVE BLVD. SUITE S., VALLEY COTTAGE, NY 10989*
NACCO MATERIALS HANDLING GROUP/HYUNDAI/NISSAN	5875 LANDERBROOK DRIVE, CLEVELAND, OHIO, 44124-4069*
NACCO MATERIALS HANDLING GROUP/HYUNDAI/NISSAN	6100 ATLANTIC BLVD, NORCROSS, GA 30071*
NAGLE PUMPS, INC.	CORPORATE STATUTORY SERVICES, INC., 255 E. FIFTH STREET SUIT 2400, CINCINNATI OH 45202
NAPA/GENUINE PARTS COMPANY	THE CORPORATION COMPANY, 410 PEACHTREE PARKWAY SUITE 4245, CUMMING GA 300041
NASH ENGINEERING COMPANY	NASH ENGINEERING COMPANY INC, 9 TREFOIL DR., TRUMBULL, CONNECTICUT, 06611-1330*

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
NATERRA INTERNATIONAL, INC.	JIN K SONG, 1250 S FREEPORT PARKWAY, COPPELL, TX 75019
NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA)	THE CORPORATION COMPANY, 410 PEACHTREE PARKWAY SUITE 4245, CUMMING GA 300041
NATIONAL OILWELL VARCO, LP	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
NATIONAL RAILROAD PASSENGER CORPORATION	CT CORPORATION SYSTEM, 1015 15TH STREET NW, SUITE 1000, WASHINGTON, DC 20005
NAVISTAR INC	CSC-LAWYERS INCORPORATING SERVICE COMPANY, 221 BOLIVAR ST, JEFFERSON CITY, MO 65101
NCI BUILDING SYSTEMS INC DBA ROBERTSON CECO II	CORNERSTONE BUILDING BRANDS, 151 JUDGE DON LEWIS BLVD, ELIZABETHTON, TN 37643*
NCR CORPORATION FKA NATIONAL CASH REGISTER COMP	NCR VOYIX, 864 SPRING ST NW, ATLANTA, GA 30308*
NCR CORPORATION FKA NATIONAL CASH REGISTER COMP	NCR ATLEOS, 864 SPRING ST NW, ATLANTA, GA 30308*
NEENAH FOUNDRY COMPANY	5215 N O'CONNOR BLVD. SUITE 1745, IRVING, TX, 75039*
NEENAH PAPER INC	1376 KIMBERLY DRIVE, NEENAH, WI 54956*
NEENAH PAPER INC	MATIV HOLDINGS, 100 KIMBALL PLACE, SUITE 600, ALPHARETTA, GA 30009*
NEIMAN MARCUS	1618 MAIN ST ONE MARCUS SQUARE, DALLAS, TEXAS 75201*
NELES-JAMESBURY INC.	VALMET INC, 3060 SOUTH RIDGE ROAD, GREEN BAY WISCONSIN 54304-5526*
NELES-JAMESBURY INC.	VALMET OYJ, PO BOX 11, 02151 ESPOO FINLAND*
NELSON ADAMS NACO CORPORATION	RAFAEL RANGEL, 420 SOUTH E ST, SAN BERNARDINO, CA 92401
NELSON PIPING CO	NELSON FIRE PROTECTION, 10853 N. 2ND STREET, ROCKFORD, ILLINOIS 61115*
NELSON PIPING CO	NELSON CARLSON MECHANICAL, 1417 22ND STREET, ROCKFORD, ILLINOIS 61108*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
NERP HOLDING CO.	WILLIAM F. O'CONNOR, C/O THE O'CONNOR LAW FIRM, 16 SOUTH MAIN STREET, TOPSFIELD, MA 01983
NESCO, INC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
NESLEMUR COMPANY	NESTLEMUR COMPANY, 114 FIFTH AV, NEW YORK, NY 10011*
NESTLE PURINA PETCARE COMPANY	CT CORPORATION SYSTEM, 5661 TELEGRAPH RD, STE 4B, SAINT LOUIS, MO 63129-4275
NESTLE USA	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
NESTLE-LE MUR COMPANY	NESTLEMUR COMPANY, 114 FIFTH AV, NEW YORK, NY 10011*
NEVAMAR COMPANY	CAPITOL SERVICES, INC., 108 LAKELAND AVE., DOVER, DE 19901
NEW AVON LLC	CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, NEW YORK, NY 10011
NEW MILANI GROUP LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
NEW YORK UNIVERSITY COLLEGE OF DENTISTRY	OFFICE OF GENERAL COUNSEL, 70 WASHINGTON SQUARE SOUTH, NEW YORK, NY 10012
NEW YORKER BOILER COMPANY	CORPORATION SERVICE COMPANY, 2595 INTERSTATE DR #103, HARRISBURG, PA 17110
NEWELL BRANDS INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
NEXTERA ENERGY RESOURCES	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
NIBCO INC.	1516 MIDDLEBURY STREET ELKHART, IN 46516-4740*
NIDEC AMERICA CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
NIEHAUS BUILDING SERVICES	BLL AGENT SERVICES, INC., 13421 MANCHESTER RD, STE 103, SAINT LOUIS, MO 63131-1741
NIEHAUS CONSTRUCTION SERVICES INC SII TO NIEHAU	9776 FALL RIDGE TRL, SAINT LOUIS, MO 63127-1508*

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
NINA RICCI USA, INC.	80 STATE STREET, ALBANY, NY 122072543*
NISSAN MOTOR CO LTD	2, TAKARA-CHO, KANAGAWA-KU, YOKOHAMA, KANAGAWA, 220-8623, JAPAN*
NISSAN NORTH AMERICA, INC.	1 NISSAN WAY, FRANKLIN, TENNESSEE, 37067, USA*
NISSHINBO HOLDINGS INC	2-31-11, NIHONBASHI NINGYO-CHO, CHUO-KU, JAPAN*
NITRO INDUSTRIAL COVERINGS INC	100 COLONY DR VIENNA, WV 26105*
NL INDUSTRIES (USA) INC	HARVARD BUSINESS SERVICES, INC., 16192 COASTAL HWY, LEWES, DE 19958
NOKIA OF AMERICA CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
NOOTER CORPORATION	1500 SOUTH 2ND ST., ST LOUIS, MO 63104*
NOOTER CORPORATION	1160 HAMILTON AVE., UNIVERSITY PARK, IL 60484*
NORCOSTCO, INC.	825 RHODE ISLAND AVE S, GOLDEN VALLEY, MN 55426
NORDSTROM, INC.	NORDSTROM DIRECT INQUIRIES, 1600 SEVENTH AVENUE, SUITE 2600, SEATTLE, WA 98101*
NORDYNE	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
NORDYNE, LLC	CSC-LAWYERS INCORPORATING SERVICE COMPANY, 221 BOLIVAR ST, JEFFERSON CITY, MO 65101
NORFOLK SOUTHERN RAILWAY COMPANY	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
NORTEK GLOBAL HVAC LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
NORTH AMERICAN CAR CORPORATION	GE CAPITAL RAIL SERVICES, 161 NORTH CLARK STREET, CHICAGO IL 60601*
NORTH AMERICAN MANUFACTURING COMPANY	1074 BARRING AVENUE, SCRANTON, PA 18508*
NORTHERN STATES POWER COMPANY	CORPORATION SERVICE COMPANY, 2780 SNELLING AVENUE N, SUITE 101, ROSEVILLE, MN 55113
NORTHERN/PEERLES S PUMP	2005 DR MARTIN LUTHER KING JR ST, INDIANAPOLIS, IN DIANA, 46202*
NORTHROP GRUMMAN ADVANCED	12005 SUNRISE VALLEY DR, RESTON, VA 20191*

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
INFORMATION SYSTEMS I	
NORTHROP GRUMMAN SYSTEMS CORP	2980 FAIRVIEW PARK DRIVE, FALLS CHURCH, VIRGINIA 22042*
NORTON MOTORCYCLE CO LIMITED	UNIT 500 SOLAR PARK, HIGHLANDS ROAD, SOLIHULL, B90 4SH UNITED KINGDOM*
NOV INC.	CT CORPORATION SYSTEM, 811 DALLAS AVENUE, HOUSTON, TX 77036
NOVARTIS CORPORATION	THE PRENTICE-HALL CORPORATION SYSTEM, 80 STATE STREET, ALBANY, NY 12207
NOVASPECT, INC.	COGENCY GLOBAL INC., 850 NEW BURTON ROAD SUITE 201, DOVER, DE 19904
NOVOLEX BAGCRAFT, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
NOXELL CORPORATION	11050 YORK RD HUNT VALLEY, MD, 21030*
NUAD LLC	INCORP SERVICES, INC., 131 CONTINENTAL DRIVE, STE. 301, NEWARD, DE 19713
NUSTAR ENERGY LP	19003 INTERSTATE 10 WEST, SAN ANTONIO, TX 78257*
OATEY CO.	CT CORPORATION SYSTEM, 4400 EASTON COMMONS WAY, SUITE 125, COLUMBUS, OH 43219
OCCIDENTAL CHEMICAL CORPORATION	SUITE 400, 14555 DALLAS PARKWAY, DALLAS, TEXAS, 75254*
OCCIDENTAL PETROLEUM CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
OCEAN SPRAY CRANBERRIES, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
OLD FCO., INC. F/K/A E.J. WELCH COMPANY	CSC-LAWYERS INCORPORATING SERVICE COMPANY, 221 BOLIVAR STREET, JEFFERSON CITY, MO 65101
OLIN CORPORATION	190 CARONDELET PLAZA, SUITE 1530, CLAYTON, MO 63105*
OMEGA PACKAGING, INC.	CHRISTINA KUGLER, 15944 CYPRESS TRACE DR., CHESTERFIELD, MO 63017
OMEGA PRODUCTS CORP.	MICHAEL G. DAWE, 282 S. ANITA DRIVE, ORANGE, CA 92868

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COMPANY NAME	REGISTERED AGENT & ADDRESS
OMYA INC.	9987 CARVER ROAD, SUITE 300, CINCINNATI, OH 45242*
OMYA INC.	OMYA, BASLERSTRASSE 42, OFTRINGEN, SWITZERLAND*
ONEOK INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
ONYX WASTE SERVICES	CT CORPORATION, 36 S PENNSYLVANIA STREET, STE. 700, INDIANAPOLIS, IN 46204
ORANGE CUT RATE DRUGS	CHARLES PAGE THOMPSON, JR., 1144 RUSSELL ST., ORANGEBURG, SC 29115
ORCHARD SUPPLY CO.	6450 VIA DEL ORO, SAN JOSE, CALIFORNIA 95119*
ORCHARD SUPPLY HARDWARE CRP.	6450 VIA DEL ORO, SAN JOSE, CALIFORNIA 95119*
O'REILLY AUTO ENTERPRISES, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
O'REILLY AUTOMOTIVE STORES, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
ORLEANDER BRANDS INTERNATIONAL LLC	HENRICUS J. DRIESSEN, 194 TAMARACK CIRCLE, STE. 1, SKILLMAN, NJ 08558
ORVEON GLOBAL US LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
OSCAR DE LA RENTA, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
OSHKOSH CORPORATION	CORPORATION SERVICE COMPANY, 33 E MAIN STREET, STE 610, MADISON, WI 53703-4655
OSRAM SYLVANIA INC.	CORPORATE CREATIONS NETWORK INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
P VALVE CO	82 BRIDGE ST, WARREN, MASSACHUSETTS, 01083*
P.H. GLATFELTER COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
PAAPE COMPANIES INC	307 MCKINZIE ST S, MANKATO, MN 56001*
PACCAR INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

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COMPANY NAME	REGISTERED AGENT & ADDRESS
PACIFIC GAS AND ELECTRIC COMPANY	300 LAKESIDE DR, OAKLAND, CALIFORNIA 94612*
PACIFIC PUMPS - NOW PACO PUMPS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
PALFINGER USA, LLC	CORPORATE CREATIONS NETWORK, INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
PANASONIC CORPORATION OF NORTH AMERICA	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PARAGON INDUSTRIES L.P.	TODD LOKASH, 1804 EVEREST ROAD, KELLER TX 76248
PARAMOUNT GLOBAL, F/K/A VIACOMCBS INC., F/K/A CBS CORPORATION, ETC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PARAMOUNT INTERESTS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
PARAMOUNT SUPPLY CO.	CORPORATION SERVICE COMPANY, 1127 BROADWAY STREET NE, STE. 310, SALEM, OR 97301
PAREX USA, INC.	CT CORPORATION SYSTEM, 330 NORTH BRAND BLVD., STE. 700, GLENDALE, CA 91203
PARFUM HOUBIGANT PARIS LTD	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PARFUMS CHRISTIAN DIOR U.S. CORP.	UNITED CORPORATE SERVICES, INC., 800 NORTH STATE STREET SUITE 304, DOVER, DE 19901
PARFUMS DE COEUR, LTD.	CORPORATE CREATIONS NETWORK INC., 6 LANDMARK SQUARE, 4TH FLOOR, STAMFORD, CT, 6901
PARFUMS HOUBIGANT PARIS LTD.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PARKER-HANNIFIN CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PARLUX FRAGRANCES, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PARSONS INFRASTRUCTURE &	CT CORPORATION SYSTEM, 4701 COX RD STE 285, GLEN ALLEN VA 23060-6808

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COMPANY NAME	REGISTERED AGENT & ADDRESS
TECHNOLOGY GROUP	
PARTS WHOLESALERS, INC.	PAUL AGATHER, 120 S. CEDAR ST., SPOKANE, WA 99201-6826
PATHMARK STORES, INC.	REGISTERED AGENT SOLUTIONS, INC., 838 WALKER ROAD SUITE 21-2, DOVER, DE 19904
PATRIARCH PARTNERS LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PATRICK CUDAHY LLC	ONE SWEET APPLE-WOOD LANE, CUDAHY, WISCONSIN 53110*
PATTERSON COMPANIES, INC.	CT CORPORATION SYSTEM INC., 1010 DALE ST N, SAINT PAUL, MN 55117
PATTERSON DENTAL SUPPLY INC	1031 MENDOTA HEIGHTS ROAD, MENDOTA HEIGHTS, MI NNESOTA, 55120*
PATTERSON KELLEY LLC	155 BURSON ST, EAST STROUDSBURG, PA, 18301*
PATTERSON LUMBER CO INC	616 ROSEMARY DRIVE, PATTERSON, CA 95363*
PATTERSON LUMBER CO INC	PO BOX 308, PATTERSON, CA 95363*
PATTERSON PUMP COMPANY	CORPORATION SERVICE COMPANY, 1160 DUBLIN ROAD, SUITE 400, COLUMBUS, OH 43215
PAUL DAVIS RESTORATION OF GREATER MINNEAPOLIS	475 CLEVELAND AVENUE NORTH #322, SAINT PAUL, MN 55104-5510
PAUL H. GESSWEIN & CO.	LEONARD LEADER, WIGGIN AND DANA LLP, 60 CHURCH LANE, WESTPORT CT 06880
PAUL J. KREZ COMPANY	PAUL K. HELMER, 7831 N NAGLE AVE, MORTON GROVE, IL 60053
PAYNE & DOLAN INC	N3W23650 BADINGER RD, WAUKESHA, WI 53188*
PAYNE & KELLER COMPANY, INC.	CT CORPORATION SYSTEM , 3867 PLAZA TOWER DR., BATON ROUGE, LA 70816
PBM VALVE	PITTSBURGH BRASS MANUFACTURING COMPANY, BOX 387-A, SANDY HILL RD , IRWIN, PA 15642
PDM/PROGRESS LIGHTING, LLC	1703 LAUREL ST, COLUMBIA, SOUTH CAROLINA, 29201*
PECO ENERGY COMPANY	CORPORATE CREATIONS NETWORK, INC., 1001 STATE ST., STE. 1400, ERIE, PA 16501

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COMPANY NAME	REGISTERED AGENT & ADDRESS
PECORA CORPORATION	165 WAMBOLD RD, HARLEYSVILLE, PENNSYLVANIA 19438*
PECOS RIVER TALC, LLC	CT CORPORATION , 1999 BRYAN ST., STE. 900, DALLAS, TX 75201
PECW HOLDING COMPANY	CORPORATION SERVICE COMPANY, 2626 GLENWOOD AVE STE 550, RALEIGH, NC 27608
PEERLESS INDUSTRIES INC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
PEERLESS PUMP COMPANY	2005 DR MARTIN LUTHER KING JR ST, INDIANAPOLIS, IN DIANA, 46202*
PEMEX NORTH AMERICA LLC	9512 LONDON BRIDGE STATION, HOUSTON, TX 77045*
PENFLEX CORPORATION	PENFLEX CORPORATION, 105B INDUSTRIAL DRIVE , GILBERTSVILLE, PA 19525
PENNEY OPCO LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
PENNZOIL-QUAKER STATE COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
PENSKE CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
PEP BOYS - MANNY MOE & JACK LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PEPSICO INC DBA PEPSICOLA INC	700 ANDERSON HILL ROAD, PURCHASE, NY 10577*
PERCARA ENTERPRISES INC	3250 HARVESTER ROAD, BURLINGTON, ON L7L 6A8 CANADA*
PERFECTION HY-TEST COMPANY	UNITED STATES CORPORATION COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PERFORMANCE INDUSTRIES, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
PERMA-CHINK SYSTEMS	EUGENE W. WONG, 601 UNION ST #2600, SEATTLE, WA 98101-400
PERRIGO COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PERRIGO COMPANY OF NEW YORK	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

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COMPANY NAME	REGISTERED AGENT & ADDRESS
PERRIGO COMPANY OF TENNESSEE	CORPORATION SERVICE COMPANY, 2908 POSTON AVE, NASHVILLE, TN 37203-1312
PERRIGO NEW YORK INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PERRIGO PHARMACEUTICALS COMPANY	CSC-LAWYERS INCORPORATING SERVICE COMPANY, 2900 WEST ROAD STE 500, EAST LANSING, MI 48823
PERSONAL CARE PRODUCTS COUNCIL	EMILY MANOSO, 555 13TH ST NW, STE. 300W, WASHINGTON, DC 20004
PERSONAL CARE PRODUCTS, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PETERSON PACIFIC CORPORATION	CORPORATION SERVICE COMPANY, 1127 BROADWAY ST NE, SUITE 310, SALEM OR 97301
PETROLEUM EQUIPMENT INC	3515 NORTH 127TH STREET BROOKFIELD, WI 53005*
PEUGEOT MOTORS OF AMERICA, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PFAUDLER, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PFIZER, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PHARMA TECH INDUSTRIES	CT CORPORATION, 289 CULVER ST. S, LAWRENCEVILLE, GA 30046
PHARMA TECH SERVICES, LLC	CT CORPORATION, 289 CULVER ST. S, LAWRENCEVILLE, GA 30046
PHARMACIA INC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PHARMACIA LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PHELPS DODGE INDUSTRIES, INC.	REGISTERED AGENT SOLUTIONS, INC., 838 WALKER ROAD SUITE 21-2, DOVER, DE 19904
PHELPS-TOINTON, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
PHILIPS ELECTRONICS NORTH AMERICA CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PHILIPS NORTH AMERICA LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PHILLIPS 66 COMPANY	CORPORATE SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PHYSICIANS FORMULA COSMETICS INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PHYSICIANS FORMULA HOLDINGS INC	1055 WEST 8TH STREET, AZUSA, CALIFORNIA 91702*
PHYSICIANS FORMULA INC.	C T CORPORATION SYSTEM, 28 LIBERTY ST. NEW YORK, 10005
PIASECKI AIRCRAFT CORPORATION ANDERSON CHARLES S	10 STEWART HUSTON DR, COATESVILLE, PA 19320*
PIEDMONT INSULATION, INC.	GRAHAM, MARKEL AND SCOTT, P.A., S.E. NATIONAL BANK BUILDING, STE. 1412, ORLANDO, FL 32802
PIGGLY WIGGLY, LLC	CT CORPORATION, 2 1/2 BEACON STREET, CONCORD, NH 03301-4447
PITA REALTY LTD.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PITTSBURGH PIPE AND SUPPLY CORP	2331 HAMPTON AVE, ST. LOUIS, MISSOURI, 63139*
PLASTICS ENGINEERING CO.	MICHAEL R. BROTZ, 3518 LAKESHORE RD, P.O. BOX 758, SHEBOYGAN, WI 53082-0758
PLAYSKOOL, INC.	UNITED STATES CORPORATION COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PLAYTEX MARKETING CORPORATION	UNITED AGENT GROUP INC. 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE
PLAYTEX PRODUCTS, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PMI NORTEAMERICA SA DE CV DBA PMI NORTEAMERICA	AV. MARINA NACIONAL NO. 329, PISO 20 VERÓNICA ANZURES, MIGUEL HIDALGO MÉXICO, CIUDAD DE MEXICO, 11300 MEXICO*

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
PNEUMO ABEX CORPORATION	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PNEUMO ABEX LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PODIUM BRANDS LLC	15 RIVERSIDE AVE, WESTPORT, CONNECTICUT, 06880*
POLLOCK RESEARCH & DESIGN INC	11 VANGUARD DR LINCOLN CORPORATE CENTER, READING PA, 19606*
POLYCOR, INC. D/B/A THE ALBERENE SOAPSTONE COMPANY, LLC	NATIONAL REGISTERED AGENTS, INC., 1209 ORANGE STREET, WILMINGTON, DE 19801
PORSCHE CARS NORTH AMERICA INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PORSCHE, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PORT JERVIS LABORATORIES, INC. F/K/A KOLMAR LABORATORIES, INC.	CAPITAL SERVICES, INC., 108 LAKELAND AVE, DOVER, DE 19901
POTLATCHDELTIC CORPORATION	UNITED AGENT GROUP INC. 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE
POTTER PLACE PLUS	203 N WASHINGTON ST # 104 SPOKANE WA 99201*
POWELL VALVES	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON DE 19801
POWER SYSTEMS, L.L.C.	BUSINESS FILINGS INCORPORATED, 108 WEST 13TH STREET, WILMINGTON, DE 19801
POWERTRAIN ROCKFORD INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE
PPL CORPORATION	ASSISTANT TREASURER JULISSA BURGOS, 645 HAMILTON STREET, ALLENTOWN, PA 18101
PRECISION PAPER TUBE COMPANY	1033 S. NOEL AVE. WHEELING, IL. 60090*
PREMIER BRANDS OF AMERICA INC.	PREMIER BRANDS OF AMERICA INC., 170 HAMILTON AVENUE, STE 201, WHITE PLAINS, NY 10601
PREMIER DENTAL PRODUCTS COMPANY LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
PREMIX-MARBLETITE MANUFACTURING CO.	CORPORATE CREATIONS NETWORK INC., 801 US HIGHWAY 1, NORTH PALM BEACH, FL 33408
PRESNELL INSULATION CO., INC.	JACKSON T. PRESNELL, 3717 FLOWERFIELD ROAD, CHARLOTTE, NC 28210
PRESPERSE CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PRESPERSE INTERNATIONAL CORPORATION	CT CORPORATION, 820 BEAR TAVERN ROAD, WEST TRENTON, NJ, 8628
PRESTIGE BRANDS HOLDINGS, INC.	NATIONAL REGISTERED AGENTS, INC., 4701 COX ROAD, STE 285, GLEN ALLEN, VA 23060
PRESTIGE CONSUMER HEALTHCARE, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PRICE GREGORY INTERNATIONAL, INC.	CORPORATION SERVICE COMPANY, 84 STATE STREET, STE. 700, BOSTON, MA, 2109
PRIMARY PRODUCTS INGREDIENTS AMERICAS LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PRIMIENT COVATION LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PRINCE MANUFACTURING CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PRIVATE LABEL COSMETICS HOLDINGS, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PRL USA, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
PROCTER & GAMBLE	CT CORPORATION SYSTEM, 3867 PLAZA TOWER DR., BATON ROUGE, LA 70816
PROGRESS LIGHTING, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PROX COMPANY INC	1179 EAST GARDEN DRIVE SOUTH, TERRE HAUTE IN 47802*

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
PRUETT'S FOOD	RAY PRUETT JR., 201 S. PARK DR, BROKEN BOW, OK 74728
PTI GEORGIA, LLC D/B/A PHARMA TECH INDUSTRIES	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PTI MISSOURI, LLC D/B/A PHARMA TECH INDUSTRIES	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PTI ROYSTON, LLC D/B/A PHARMA TECH INDUSTRIES	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
PTI SERVICES, LLC	ANTHONY STELLATO, 7 ELIZABETH TERRACE, NORTH HAVEN, CT, 6473
PTI UNION, LLC D/B/A PHARMA TECH INDUSTRIES	THOMAS L. BENSON III, 12412 POWERSCOURT DRIVE, STE.200, SAINT LOUIS, MO 63131-3635
PUBLIX SUPER MARKETS, INC.	CORPORATE CREATIONS NETWORK INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
PUGH DRUG INC.	JOHN W. PUGH, 184 SAM PUGH ROAD, PROSPERITY, SC 29127
PUGH DRUG OF B-L	JOHN PUGH, 317 VILLAGE SQUARE DRIVE, BATESBURG-LEESVILLE, SC 29070
PUIG NORTH AMERICA, INC.	CORPORATION SERVICE COMPANY, 630 FIFTH AVE, 32ND FLOOR, NEW YORK, NY 10111
PUIG USA, INC.	CHARLES PUIG, 3209 PARKCHESTER SQUARE BLVD., ORLANDO, FL 32835
PULLMAN INC	1500 HICKS ROAD, SUITE 200 ROLLING MEADOWS, IL 60008*
PULPDENT CORPORATION	KENNETH J. BERK, PULPDENT CORPORATION, 80 OAKLAND STREET, WATERTOWN, MA 02472
PURDUE UNIVERSITY GLOBAL, INC.	C T CORPORATION SYSTEM, 334 NORTH SENATE AVE, INDIANAPOLIS, IN 46204
PZ CUSSONS PLC	PZ CUSSONS PLC, MANCHESTER BUSINESS PARK, 3500 AVIATOR WAY, MANCHESTER, M22 5TG UK*
QCP, INC. F/K/A BAKERS PRIDE OVEN CO., INC.	RAY MYER, 100 W ARERELLAGA ST, SANTA BARBARA, CA 93101
QUAD/GRAPHICS, INC.	CORPORATION SERVICE COMPANY, 33 E MAIN STREET, STE 610, MADISON, WI 53703-4655

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
QUALCOMM USA, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
QUAL-FAB INTERNATIONAL INC.	UNASSIGNED AGENT (POSTAL CODE IS 95050)
QUALITEX COMPANY	106 GUADALUPE DR, CIBOLO, TEXAS 78108*
QUIMBY EQUIPMENT CO INC	159 EXPRESS ST, PLAINVIEW, NY 11803*
R. E. KRAMIG & CO., INC.	CT CORPORATION SYSTEM, 4400 EASTON COMMONS WAY SUITE 125, COLUMBUS, OH 43219
R. R. DONNELLEY & SONS COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
R.J. REYNOLDS TOBACCO COMPANY	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
R.M. LUCAS CO., LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
R.T. VANDERBILT COMPANY, INC.	UNITED STATES CORPORATION COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
R.T. VANDERBILT HOLDING COMPANY, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
R.W. BECKETT CORPORATION	FAUVER CORPORATE SERVICES, INC., 409 EAST AVENUE, STE A ELYRIA, OH 44035
RACETRAC, INC.	2985 GORDY PARKWAY, 1ST FLOOR, MARIETTA, GA, 30066, USA
RADIX WIRE & CABLE HOLDINGS, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
RAILROAD FRICTION PRODUCTS CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
RALEY'S	KOY SAECHAO, 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA 95605
RALPH LAUREN CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
RALPHS GROCERY COMPANY	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
RAMY INTERNATIONAL LTD.	C/O MICHAEL T. RAMY, CEO, 1329 N RIVERFRONT DRV, MANKATO, MN 56001

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
RANSOM & RANDOLPH COMPANY	CORPORATION SERVICE COMPANY, 8825 N. 23RD AVENUE, STE. 100, PHOENIX, AZ 85021
RAYMOND-SOUTHERN CALIFORNIA	C. KERRY FIELDS, 115 S CHAPARRAL COURT STE 100, ANAHEIM HILLS, CA 92808
RAYNOR WORLDWIDE INC.	MICHAEL E. SETCHELL, 1101 E. RIVER ROAD, DIXON, IL 61021
RAYONIER TIMBERLANDS ACQUISITION, LLC &/OR RAYONIER FOREST RESOURCES, LP	JAMES B. DURHAM, 3528 DARIEN HIGHWAY, SUITE 300 BRUNSWICK, GA 31525 USA
RAYPAK, INC.	CSC - LAWYERS INCORPORATING SERVICE, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
RAYTHEON COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
RAYTHEON CONSTRUCTORS INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
RAYTHEON ENGINEERS & CONSTRUCTORS	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
RCH NEWCO II, LLC F/K/A ROBERTSON-CECO CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
RED APPLE GROUP, INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
RED DEVIL, INC.	WILLIAM S. LEE, 1519 S. BOSTON AVE, TULSA, OK 74119
RED RIVER TALC	CT CORPORATION SYSTEM, 1999 BRYAN STREET, STE. 900, DALLAS, TX 75201
REDCO CORPORATION, F/K/A CRANE CO.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
REDNER'S MARKETS, INC.	REDNER'S MARKETS, INC., 3 QUARRY ROAD, READING, PA 19605
REEKE-MAROLD CO., INC.	ANTHONY W. MAROLD, REEKE-MAROLD CO., INC., 1337 S. BROADWAY, GREEN BAY, WI 54304
REF-CHEM, L.P.	INCORP SERVICES, INC., 815 BRAZOS ST, STE. 500, AUSTIN, TX 78701

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
REGAL BELOIT CORPORATION	111 WEST MICHIGAN STREET, MILWAUKEE, WISCONSIN 53203*
REGAL REXNORD CORPORATION	CORPORATION SERVICE COMPANY, 33 E. MAIN STREET, SUITE 610, MADISON, WI 53703
RELIANCE ELECTRIC COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
RELX, INC. A/K/A REED ELSEVIER INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
REMY INTERNATIONAL INC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
RESCO HOLDINGS LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
RESEARCH-COTTRELL, INC., N/K/A AWT AIR COMPANY, INC.	MELANIE STONE, 2125 CANDLER ROAD, GAINSVILLE, GA 30518
RESINOID ENGINEERING CORPORATION	251 O'NEILL DRIVE, HEBRON, OHIO 43025*
RESINOID ENGINEERING CORPORATION	7557 N. ST. LOUIS AVE, SKOKIE, ILLINOIS 60076*
RESTORATION SPECIALISTS INC	P.O. BOX 29 BROOMFIELD, COLORADO 80038*
RESTORATION SPECIALISTS INC	7210 WEST 116TH AVENUE, BROOMFIELD, CO 80020*
REUNION INDUSTRIES, INC.	11 STANWIX STREET, SUITE 1400, PITTSBURGH, PA 15222*
REVLON CONSUMER PRODUCTS CORPORATION	55 WATER STREET, NEW YORK, NY 10041*
REVLON CONSUMER PRODUCTS LLC	CORPORATE CREATIONS NETWORK INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
REVLON GROUP HOLDINGS LLC	CORPORATE CREATIONS NETWORK INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
REVLON, INC	CORPORATE CREATIONS NETWORK INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
REXAM BEVERAGE CAN COMPANY C/O BALL CORPORATION	CT CORPORATION SYSTEM, 334 N. SENATE AVENUE, INDIANAPOLIS, IN 46204
REXEL USA, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
REXNORD INDUSTRIES LLC AKA THE FALK CORPORATION	111 W. MICHIGAN STREET, MILWAUKEE, WI 53203*
REYNOLDS CONSUMER PRODUCTS, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
REYNOLDS METALS DEVELOPMENT COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
RH BRANDS, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
RHEEM MANUFACTURING COMPANY	THIRD STREET AGENTS, LLC, 416 SW 3RD STREET, ANKENY, IA 50023
RHI MAGNESITA A/K/A RESCO PRODUCTS, INC.	GENERAL COUNSEL, 425 S. SALEM CHURCH ROAD, YORK, PA 17408-5955
RICE LAKE CONTRACTING CORP. D/B/A RICE LAKE CONSTRUCTION GROUP	22360 COUNTY ROAD 12, DEERWOOD, MN 56444
RICHEMONT NORTH AMERICA, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
RIC-WIL, INC.	THE CORPORATION COMPANY, 615 GRISWOLD, DETROIT, MI 48226
RIGGS DISTLER & COMPANY, INC.	NATIONAL REGISTERED AGENTS, INC. OF MARYLAND, 2405 YORK RD, STE. 201, LUTHERVILLE, MD 21093
RILEY POWER INC. F/K/A RILEY STOKER CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
RIMMEL, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
RIO TINTO MINERALS, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
RITE AID CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
RITE AID OF NEW YORK INC.	CT CORPORATION SYSTEM, 28 LIBERTY STREET, NEW YORK, NY 10005
RITE AID OF PENNSYLVANIA LLC	CT CORPORATION SYSTEM, 600 N. 2ND STREET, #401, HARRISBURG, PA 17101 (CLOSEST OFFICE)
RITE ENGINEERING & MANUFACTURING CORPORATION	RITE ENGINEERING & MANUFACTURING CORPORATION, 5832 GARFIELD AVE., COMMERCE, CA 90040
ROBERTSHAW CONTROLS COMPANY FOR FULTON SYLPHON	1222 HAMILTON PKWY, ITASCA, IL 60143*
ROBERTSON-CECO CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
ROCHLING GLASTIC COMPOSITES, L.P., D/B/A ROCHLING GLASTIC COMPOSITES	ROCHLING GLASTIC COMPOSITES, L.P., 4321 GLENRIDGE ROAD, CLEVELAND, OH 44121
ROCK TENN COMPANY	504 THRASHER STREET, NORCROSS, GA 30071*
ROCKTENN CP C/O SMURFIT WESTROCK US HOLDINGS CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ROCKWELL AUTOMATION, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
ROCKWELL COLLINS C/O COLLINS AEROSPACE	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
ROGERS BROTHERS CORPORATION	ROGERS BROTHERS CORP., 100 ORCHARD STREET, ALBION, PA 16401
ROGERS CORPORATION	CORPORATION SERVICE COMPANY, 8825 N. 23RD AVENUE, STE. 100, PHOENIX, AZ 85021
ROGERS ROOFING, INC	TELOS LEGAL CORP., 13 WEST MAIN STREET, P.O. BOX 953, FELTON, DE 19943

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
ROHM AND HAAS COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
ROLLS ROYCE CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ROLLS-ROYCE NORTH AMERICA, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ROPER PUMP COMPANY LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ROSE BRAND WIPERS, INC.	ROSE BRAND WIPERS, INC., P.O. BOX 1536, 4 EMERSON LANE, SECAUCUS, NJ 07096
ROSS OPERATING VALVE COMPANY	CLAUDE D. MENCOTTI, 950 WOODWARD HEIGHTS, FERNDALE, MI 48220
ROSTONE CORPORATION C/O ROCKWELL AUTOMATION, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
ROTH PUMP COMPANY	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ROUSE'S ENTERPRISES, LLC	ALISON ROYSTER, ROUSE'S ENTERPRISES, LLC, 179 ROUSES DRIVE, SCHRIEVER, LA 70395
RPM INTERNATIONAL, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
RSCC WIRE & CABLE LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
RTX CORPORATION F/K/A RAYTHEON TECHNOLOGIES CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
RUGGLES KLINGEMANN MFG. CO.	ELISABETH FERREIRA, RUGGLES KLINGEMANN MFG. CO., 78 WATER STREET, BEVERLY, MA 01915
RUSKIN COMPANY	3900 DOCTOR GREAVES ROAD, GRANDVIEW, MISSOURI 64030*
RUSSELL HBD LLC	5517 MANCHESTER AVE, ST. LOUIS, MISSOURI 63110*
RUST ENGINEERING CO.	STUART K RUST, 2810 BRYSON ROAD, MANSFIELD, TX 76063

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
RUST INTERNATIONAL, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
RUST-OLEUM CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
RYDER TRUCK RENTAL, INC.	CORPORATE CREATIONS NETWORK INC., 801 NORTH US HIGHWAY 1, NORTH PALM BEACH, FL 33408
S.C. JOHNSON & SON, INC.	DAVID JONES, S.C. JOHNSON & SON, INC., 1525 HOWE STREET, RACINE, WI 53403-2237
S.F. & B. COLOR MATES CORP.	2057 S VINEYARD AVE, ONTARIO, CA 91761 USA*
S.M. WILSON & CO.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
S.O.S. PRODUCTS COMPANY, INC.	15705 STRATHERN ST, VAN NUYS, CA 91406*
SAAB CARS USA, INC.	300 RENAISSANCE CENTER DETROIT, MI 48265*
SAAB CARS USA, INC.	SAAB, 2805 DICKENS ST. SAN DIEGO, CA 92106*
SAAB INC.	BUSINESS FILINGS INCORPORATED, 108 WEST 13TH STREET, WILMINGTON, DE 19801
SAAB NORTH AMERICA, INC.	TELOS LEGAL CORP., 13 WEST MAIN STREET, P.O. BOX 953, FELTON, DE 19943
SABIC INNOVATIVE PLASTICS US LLC	1 PLASTICS AVE, PITTSFIELD MA 01201*
SACHS ELECTRIC COMPANY	COGENCY GLOBAL, 850 NEW BURTON ROAD, STE. 201, DOVER, DE 19904
SAE POWER, INC.	SAE POWER, INC. C/O DEBBIE THOMAS, RESIDENT AGENT, 1759 CONRAD AVE., SAN JOSE, CA 95124
SAFEWAY INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
SAGER ELECTRICAL SUPPLY COMPANY, INC.	CORPORATION SERVICE COMPANY, 84 STATE STREET, BOSTON, MA 02109
SAINT-GOBAIN ABRASIVES, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
SAINT-GOBAIN CORPORATION D/B/A SAINT-GOBAIN NORTH AMERICA	SAINT-GOBAIN CORPORATION, 20 MOORES ROAD, MALVERN, PA 19355

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
SAKS FIFTH AVENUE LLC	CT CORPORATION SYSTEM, 155 FEDERAL STREET, STE. 700, BOSTON, MA, 2110
SALLY BEAUTY SUPPLY LLC	CORPORATE CREATIONS NETWORK INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
SALONCENTRIC INC.	CORPORATION SERVICE COMPANY, 112 NORTH CURRY STREET, CARSON CITY, NV 89703
SAMPSON PRODUCE COMPANY INC	4301 WATSON DRIVE, WILMINGTON, NC 28405*
SANDVIK MINING AND CONSTRUCTION USA, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
SANFORD, L.P.	ILLINOIS CORPORATION SERVICE COMPANY, 801 ADLAI STEVENSON DRIVE, SPRINGFIELD, IL 62703-4261
SANOFI US CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
SANOFI US SERVICES, INC.	CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NY 12207
SANOFI-AVENTIS U.S. LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
SANTA FE BRAUN INC.	CAPITAL SERVICES, INC., 108 LAKELAND AVE, DOVER, DE 19901
SAPPHIRE TOPCO, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
SAPPI CLOQUET LLC	2201 AVENUE B, CLOQUET, MN 55720*
SAPUTO CHEESE USA INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
SARGENT & LUNDY, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
SAVANNAH RUBBER AND CONVEYOR LLC	2008 WEST BAY ST, SAVANNAH GA 31415*
SAVE MART SUPERMARKETS LLC	COGENCY GLOBAL INC., 1325 J ST., SUITE 1550, SACRAMENTO, CA 95814
SAV-ON DRUG STORES, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, NEW CASTLE, DE 19808
SB DECKING INC FKA SELBY BATTERSBY & COMPANY	HECKER BROWN SHERRY & JOHNSON FRANCIS M HADDEN, 1700 II LOGAN SQ PHILADELPHIA, PHILADELPHIA, PA 19105*
SBC HOLDINGS INC	200 SPECTRUM CENTER DR., SUITE 300, IRVINE CA 92618*

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
SCAPA DRYER FABRICS INC.	CT CORPORATION SYSTEM, 1515 MARKET ST STE 1210, PHILADELPHIA, PA 19102*
SCAPA WAYCROSS INC.	CORPORATION SERVICE COMPANY, 2 SUN COURT, SUITE 400, PEACHTREE CORNERS, GA, 30092
SCHERING-PLOUGH PRODUCTS, INC.	THE CORPORATION TRUST COMPANY, 820 BEAR TAVERN ROAD, WEST TRENTON, NJ, 8628
SCHINDLER ELEVATOR CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
SCHNEIDER ELECTRIC SYSTEMS USA, INC.	CORPORATE SERVICE COMPANY, 84 STATE STREET, BOSTON MA, 02109
SCHNEIDER ELECTRIC USA, INC. F/K/A SQUARE D COMPANY	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
SCHNUCK MARKETS, INC.	MARY H. MOORKAMO, 11420 LACKLAND RD, BOX 46928, ST. LOUIS, MO 63146-6928
SCHOLL INC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
SCHOLL'S WELLNESS COMPANY LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
SCHUNDLER COMPANY	THE SCHUNDLER COMPANY, 10 CENTRAL STREET, NAHANT, MA 01908*
SCHUTTE & KOERTING	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
SEATTLE BOILER WORKS INC	500 SOUTH MYRTLE ST SEATTLE WA 98108*
SECO/WARWICK CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
SELAS HEAT TECHNOLOGY COMPANY LLC	11012 AURORA HUDSON RD, STREETSBORO, OHIO, 44241 *
SEPHORA USA, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
SEQUIA VENTURES INC.	CT CORPORATION SYSTEM, 818 WEST SEVENTH STREET, STE. 930, LOS ANGELES, CA 90017

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
SERIGRAPH INC	3801 EAST DECORAH ROAD, WEST BEND, WI 53095*
SERVPRO INDUSTRIES LLC	SERVPRO INDUSTRIES LLC, 801 INDUSTRIAL BOULEVARD, GALLATIN, TN 37066*
SHAMBAUGH & SON, INC.	KEVIN L. BEACH, 7614 OPPORTUNITY DR., FORT WAYNE, IN 46825
SHAW'S SUPERMARKETS, INC.	CT CORPORATION SYSTEM, 155 FEDERAL STREET, STE 700, BOSTON MA 02110
SHEFFIELD PHARMACEUTICALS LLC A DIV OF FARIA LI	170 BROAD STREET, NEW LONDON, CT 06320*
SHEFFIELD POTTERY, INC.	JOHN C. COWEN, U.S. ROUTE 7, SHEFFIELD, MA, 1257
SHELDON DRULLARD REALTY AS SII TO HARPER INTERN	369 FRANKLIN STREET, BUFFALO, NY 14202*
SHELL CHEMICAL LP	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
SHELL OIL PRODUCTS COMPAN	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
SHELL USA, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
SHERWIN-WILLIAMS COMPANY	101 PROSPECT AVENUE EAST, CLEVELAND, OHIO 44115*
SHISEIDO AMERICAS CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
SHOP RITE SUPERMARKETS, INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE, 19808
SHOW A DENKO KK AS SII TO HITACHI CHEMICAL	13-9, SHIBA DAIMON 1-CHOME MINATO-KU TOKYO, 105-8518 JAPAN*
SHULTON, INC.	CT CORPORATION SYSTEM, 4400 EASTON COMMONS WAY, STE. 125, COLUMBUS, OH 43219
SID E PARKER BOILER MFG	5930 BANDINI BLVD, COMMERCE, CA 90040*

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
COMPANY INC DBA PARKER	
SID HARVEY INDUSTRIES, INC.	CT CORPORATION SYSTEM, 28 LIBERTY ST., NEW YORK, NY, 10005
SIEMENS ENERGY AND AUTOMATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
SIEMENS INDUSTRY, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
SIKORSKY AIRCRAFT CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
SIMPSON TIMBER COMPANY	KATHRYN NAVARRO, 1301 5TH AVE, SUITE 2700, SEATTLE, WA, 98101-2675
SINCLAIR OIL LLC	UNITED AGENT GROUP INC., 1521 CONCORD PIKE, SUITE 201, WILMINGTON, DE, 19803
SKIDMORE PUMP	1875 DEWEY AVE, BENTON HARBOR MI 49022*
SKIPPER BUDS OF CHICAGO INC	215 N POINT DR, WINTHROP HARBOR IL 60096*
SKUTT CERAMIC PRODUCTS, INC.	CT CORPORATION SYSTEM, 780 COMMERCIAL ST SE STE 100, SALEM, OR 97301
SLANT/FIN LLC	CORPOMAX LLC, 2915 OGLETOWN RD, NEWARK, DE, 19713
SMITH SHARPE REFRACTORY INC.	NO REGUSTERED AGENT LISTED. CEO IS LISTED AS MARSHALL G BROWNE, 2129 BROADWAY ST NE, MINNEAPOLIS, MN, 55413-1716
SMITHFIELD PACKAGED MEATS CORP	200 COMMERCE STREET, SMITHFIELD VA 23430*
SMITHKLINE BEECHAM CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
SMITHKLINE BEECHAM PLC	NEW HORIZONS COURT, BRENTFORD, MIDDLESEX TW8 9EP, UNITED KINGDOM*
SNAP-ON INCORPORATED	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
SNOW BROTHERS	5528 MAYFIELD RD, LYNDHURST OH 44124*
SODALIS USA LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
SOLO CUP OPERATING CORPORATION	UNITED AGENT GROUP INC., 1521 CONCORD PIKE, SUITE 201, WILMINGTON, DE, 19803
SOLVAY CHEMICALS, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
SOO LINE RAILROAD COMPANY AS SUC TO MILWAUKEE R	120 S. 6TH ST, MINNEAPOLIS MN 55402*
SOUND SEAL, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
SOUTHEAST BANKING CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
SOUTHEAST TOYOTA DISTRIBUTORS, LLC	UNITED AGENT GROUP INC., 1521 CONCORD PIKE, SUITE 201, WILMINGTON, DE, 19803
SOUTHERN CALIFORNIA EDISON COMPANY	CRISTINA LIMON, 2244 WALNUT GROVE AVE, ROSEMEAD, CA 91770
SOUTHERN PRODUCE DISTRIBUTORS INC	111 NW CENTER ST , MOUNT OLIVE, NC 28365*
SOUTHERN TALC COMPANY	CT CORPORATION SYSTEM, 289 S. CULVER ST., LAWRENCEVILLE, GA 30046-4805
SOUTHERN WALL PRODUCTS, INC.	C T CORPORATION SYSTEM, 289 S CULVER ST, LAWRENCEVILLE, GA 30046-4805
SOUTHWESTERN BELL TELEPHONE COMPANY, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
SOUTHWESTERN ELECTRIC POWER COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
SOUTHWIRE COMPANY LLC	1 SOUTHWIRE DRIVE, CARROLLTON GA 30119*
SPALDING'S INC.	RUSSELL SPALDING, 10708 E KNOX AVE, SPOKANE VLY, WA, 99206-4131
SPALITTO'S PHARMACY L.C.	PETER SPALITTO, 3801 INDEPENDENCE AVENUE, KANSAS
SPANCRETE INC	1324 NATIONAL AVE, WAUKESHA, WISCONSIN, 53186*
SPAULDING COMPOSITES INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

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COMPANY NAME	REGISTERED AGENT & ADDRESS
SPECIALTY MINERALS INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
SPENCE ENGINEERING COMPANY, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
SPEYSIDE FUND ADVISERS LLC IND	ONE TOWNE SQUARE, SUITE 1570, SOUTHFIELD MI 48076*
SPIRAX SARCO, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
SPIRTAS WRECKING COMPANY	825 MARSHALL RD, VALLEY PARK, MO 63088*
SPRAY INSULATIONS	7831 NAGLE AVE, MORTON GROVE, IL 60053*
SPRINGFIELD TERMINAL RAILWAY COMPANY	CORPORATION SERVICE COMPANY, 100 NORTH STREET, SUITE 2, BARRE, VT, 05641
SPRINKMANN INSULATION, INC.	STEPHEN M. SACK, 1020 SW WASHINGTON STREET, PEORIA, IL 61602
SPRINKMANN SONS CORPORATION	CT CORPORATION SYSTEM, 208 SO. LASALLE STREET, STE. 814, CHICAGO, IL 60601-1101
SPX COOLING TECH, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
SPX CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
SPX FLOW US, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
SQUARE D COMPANY (BRAND OF SCHNEIDER ELECTRIC)	CT CORPORATION SYSTEM, 155 FEDERAL STREET, STE. 700, BOSTON, MA, 2110
SQUIBB-TAYLOR, INC.	JAY POTTS, 10480 SHADY TRAIL SUITE 106, DALLAS, TX 75220
SQUIRES-BELT MATERIAL CO.	MICHAEL ALLEN, 10525 VISTA SORRENTO, PKWY STE 104, SAN DIEGO, CA 92121
ST. HONORE HOLDING, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
STAFF ELECTRIC CO INC	W133N5030 CAMPBELL DR, MENOMONEE FALLS, WI 53051*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
STAFFORD INSULATION COMPANY	JAMES I DUBOIS, 1216 DOWDEN ST, CHARLESTON, SC 29407
STANDARD MOTOR PRODUCTS, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
STANDCO INDUSTRIES, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
STANDEX INTERNATIONAL CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
STANLEY BLACK & DECKER, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
STAR LUMBER & SUPPLY CO INC	325 S WEST STREET, WICHITA KS 67213*
STAR MARKETS COMPANY, INC.	C T CORPORATION SYSTEM, 155 FEDERAL STREET, STE 700, BOSTON, MA 02110
STAR TRANSPORT TRAILERS, INC.	FATIMA RICKERT, 300 COLLEN'S WAY, GRANDVIEW, WA 98930
STAR/UTILITY TRAILER MANUFACTURING COMPANY, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
STARBUCKS CORPORATION	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
STARR DAVIS COMPANY, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
STATER BROS. INC.	INCORPORATING SERVICES LTD., 3500 S DUPONT HWY, DOVER, DE 19901
STATER BROS. MARKETS	SEAN S. VARNER, 3750 UNIVERSITY AVE, STE. 610, RIVERSIDE, CA 92501
STEARNS-ROGER CORP	CT CORPORATION, 314 NORTH BROADWAY, ST. LOUIS, MO 63102
STEARNS-ROGER, INCORPORATED	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
STEEL GRIP, INC.	THOMAS A. MCGURK, 1501 E VOORHEES, DANVILLE, IL 64832

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
STERLING FLUID SYSTEMS (USA) LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON, DE 19801
STERLING INDUSTRIAL, LLC	CAPITOL SERVICES, INC., 108 LAKELAND AVE., DOVER, DE 19901
STERLING WANDER LLLP	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
STEWART & STEVENSON LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
STEWARTS OF CALIFORNIA, INC.	NANCY JEAN STEWART, 23351 VIA SAN MIGUEL, ALISO VIEJO, CA 92656
STI HOLDINGS, INC.	RICHARD G. RAYMOND, 416 S. ACADEMY STREET STOUGHTON, WI 53589-0606
STIEFEL LABORATORIES, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
STIHL INCORPORATED	CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
STOKELY-VAN CAMP OVERSEAS INC.	CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
STRAHMAN VALVES, INC.	CT CORPORATION SYSTEMS, 600 NORTH SECOND STREET, SUITE 401, HARRISBURG, PA 17101
STRANGE AND COLEMAN INC	3314 HWY 162, GRANITE CITY IL 62040*
STRICK CORPORATION	CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
STRICK TRAILERS, LLC	CT CORPORATION SYSTEMS, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
STUC-O-FLEX INTERNATIONAL, INC.	EUGENE W. WONG, 601 UNION AVE ST STE 2600, SEATTLE, WA 98101-4000
SUBARU CORPORATION	EBISU SUBARU BLDG., 1-20-8, EBISU, SHIBUYA-KU, TOKYO 150-8554 JAPAN*
SUBARU CORPORATION	SUBARU OF AMERICA, INC., ONE SUBARU DRIVE, CAMDEN, NJ 08103*
SULLAIR LLC (SULLAIR LIMIMTED)	CT CORPORATION SYSTEMS, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
SULZER PUMPS (US) INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801

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COMPANY NAME	REGISTERED AGENT & ADDRESS
SUMITOMO CORPORATION OF AMERICAS	CT CORPORATION SYSTEMS, 3867 PLAZA TOWER DR. , BATON ROUGE, LA 70816
SUNBEAM PRODUCTS, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
SUNBEAM/SECO WARWICK FURNACES, ETC. SECO/WARWICK CORPORATION	CT CORPORATION SYSTEMS, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
SUNDYNE, LLC	CORPORATE SERVICE COMPANY D/B/A CSC-LAWYERS INCORPORATING SERVICE COMPANY, 211 E. 7TH STREET, STE. 620, AUSTIN, TX 78701-3218
SUNOCO, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
SUNOCO, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
SUPERIOR BOILER WORKS, INC.	R. DOUG WRIGHT, 3524 E. 4TH STREET, HUTCHINSON, KS 67501
SUPERIOR ESSEX INC.	CORPORATION SERVICE COMPANY, 2 SUN COURT, SUITE 400, PEACHTREE CORNERS, GA 30092
SUPERIOR LIDGERWOOD MUNDY CORPORATION	ARTHUR ROBERT WOODMAN - THERE IS A PERSON BY THIS NAME LIVING IN SUPERIOR, WI 54880
SUPRO CORPORATION	A. DUANE BERGSTROM , P.O. BOX 3146, ORLANDO, FL 32856
SURE STOP, INC.	18 TECHNOLOGY DR., STE 128, IRVINE CA 92618*
SURFACE COMBUSTION, INC.	RICHARD R. MALONE, 7654 WEST BANCROFT STREET, TOLEDO, OH 43617-1604
SUZUKI MOTOR CORPORATION	300 TAKATSUKA-CHO, CHUO-KU, HAMAMATSU-SHI, SHIZUOKA, JAPAN*
SUZUKI MOTOR OF AMERICA INC.	CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
SWENSON TECHONOLOGY INC	SWENSON TECHNOLOGY, INC. 1000 LUMBER ST. CRETE, IL 60417*
SYD CARPENTER, MARINE CONTRACTOR, INC.	1505 CORPORATION / CT CORPORATION SYSTEM
SYSCO CORPORATION	1390 ENCLAVE PARKWAY, HOUSTON, TX 77077*

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EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
T MAR INDUSTRIES LTD	5791 DUNCAN BAY RD, CAMPBELL RIVER BC V9H 1N6 CANADA*
T.I.N. METALS CORPORATION	ANN PACIFIC, 22 SPRAGUE CIRCLE, JOHNSON, RI, 2919
TACO, INC.	CORPORATE SERVICE COMPANY, 84 STATE STREET, BOSTON, MA, 2109
TAISHO PHARMACEUTICAL CALIFORNIA INC.	HIROSHI YOSHIHARA, 3528 TORRANCE BLVD., SUITE 320, TORRANCE, CA 90503
TAMKO BUILDING PRODUCTS, LLC	CT CORPORATION SYSTEMS, 300 MONTVUE ROAD, KNOXVILLE, TN 37919-5546
TARGET CORPORATION	CT CORPORATION SYSTEMS, 1200 S. PINE ISLAND ROAD, PLANTATION, FL 33324
TARKETT USA INC.	CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
TARKETT, INC.	CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
TARLTON CORPORATION	CT CORPORATION SYSTEMS, 28 LIBERTY STREET, NEW YORK, NY 10005
TARTE, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
TATE & LYLE INGREDIENTS AMERICAS, LLC	CT CORPORATION SYSTEMS, 711 CAPITAL WAY S, STE. 204, OLYMPIA, WA 98501-1267
TATE ANDALE, INC	WILLIAM J. TATE, 1941 LANSDOWNE ROAD, BALTIMORE, MD 21227
TAYLOR INSULATION COMPANY, INC. F/K/A BAY INSULATION COMPANY, INC.	MARK J. SKIC - THERE IS A PERSON BY THIS NAME LIVING IN MERRILL, WI 54452
TDY HOLDINGS, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
TDY INDUSTRIES, LLC	1505 CORPORATION / CT CORPORATION SYSTEM
TECH PAC, L.L.C.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
TECUMSEH PRODUCTS COMPANY	CT CORPORATION, 400 CORNERSTONE DR., STE 240, WILLISTON, VT, 5495

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COMPANY NAME	REGISTERED AGENT & ADDRESS
TELEDYNE TECHNOLOGIES INC	1049 CAMINO DOS RIOS, THOUSAND OAKS, CA 91360*
TENNECO AUTOMOTIVE OPERATING COMPANY LLC	CORPORATE CREATIONS NETWORK INC., 1521 CONCORD PIKE, SUITE 201, WILMINGTON, DE 19803
TENOVA CORE INC.	CT CORPORATION SYSTEMS, 4400 EASTON COMMONS WAY, STE. 125, COLUMBUS, OH 43219
TENOVA INC. F/K/A TENOVA CORE INC.	TENOVA INC., CHERRINGTON CORPORATE CENTER, 100 CORPORATE CENTER DRIVE, CORAOPOLIS, PA 15108
TENOVA INC. FKA CORE FURNACE SYSTEMS	100 CORPORATE CETNER DR., CORAOPOLIS, PA 15108-4320
TEREX CORPORATION	CORPORATION SERVICE COMPANY, GOODWIN SQUARE, 225 ASYLUM STREET, 20TH FLOOR, HARTFORD, CT 06103
TEREX MHPS CORP FKA DEMAG CRANES COMPONENTS COR	200 NYALA FARM RD WESTPORT, CT 06880*
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS	CT CORPORATION, 5661 TELEGRAPH ROAD, UNIT 4B, SAINT LOUIS, MO 63129-4275
TEXACO, INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 222 JEFFERSON BOULEVARD, STE. 200, WARWICK, RI, 2888
TEXAS INSTRUMENTS INC	CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
TEXTRON AVIATION INC.	CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
TEXTRON SYSTEMS CORPORATION	CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
THE BADGER COMPANY, INC.	PRENTICE-HALL CORP SYSTEMS INC., 84 STATE STREET, BOSTON, MA 02109
THE BOEING COMPANY	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
THE BOLDT COMPANY	2525 N. ROEMER ROAD, APPLETON, WI 54911*
THE BOSTWICK-BRAUN COMPANY	CT CORPORATION, 4400 EASTON COMMONS WAY, STE. 125, COLUMBUS, OH 43219
THE BUDD COMPANY	CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
THE CARY COMPANY	THE CORPORATION TRUST, INCORPORATED, 2405 YORK ROAD, SUITRE 201, LUTHERVILLE TIMONIUM, MD 21093-2264
THE CLOROX COMPANY	CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
THE COCA-COLA COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON DE 19801
THE COLEMAN COMPANY, INC.	ILLINOIS CORPORATION SERVICE, 801 ADLAI STEVENSON DR., SPRINGFIELD, IL 62703
THE CRAWFORD SUPPLY GROUP, INC. F/K/A INLAND SUPPLY COMPANY	NATIONAL REGISTERED AGENTS, INC., 208 S. LASALLE STREET, SUITE 814, CHICAGO, IL 60604-1101
THE DARCOID COMPANY OF CALIFORNIA	ROBERT M LOBACK, 950 3RD STREET, OAKLAND, CA 94607
THE DELONG CO, INC.	DAVID D. DELONG, 214 ALLEN STREET, P.O. BOX 552, CLINTON, WI 53525
THE DOW CHEMICAL COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
THE EDWARD ORTON JR. CERAMIC FOUNDATION	MARK LAWSON, 6991 OLD 3C HIGHWAY, WESTERVILLE, OH 43082
THE ESTÉE LAUDER COMPANIES INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
THE FINKLIN CORPORATION	LEON FINKLIN, 8312 SPRING FLOWER ROAD, COLUMBIA, SC 29223
THE FULLER BRUSH COMPANY	WILMINGTON TRUST SP SERVICES, 1105 N. MARKET STREET, STE. 1300, WILMINGTON, DE 19801
THE GENERAL STORE INC.	BRUCE R BARANY, 2424 N DIVISION, SPOKANE, WA 99207-0000
THE GENLYTE GROUP INCORPORATED	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
THE GIANT COMPANY LLC	PENNSYLVANIA CORPORATION SERVICE COMPANY, 5235 NORTH FRONT STREET, HARRISBURG, PA 17110
THE GLIDDEN COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
THE GOODYEAR TIRE & RUBBER CO.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
THE GOODYEAR TIRE & RUBBER COMPANY	CORPORATION SERVICE COMPANY, 1160 DUBLIN ROAD, SUITE 400, COLUMBUS OH 43215
THE GORMAN RUPP COMPANY	CORPORATE SERVICE COMPANY , 1160 DUBLIN ROAD, STE. 400, COLUMBUS, OH 43215
THE GRIEVE CORPORATION F/K/A GRIEVE-HENDRY CO., INC.	DOUGLAS V GRIEVE, 500 HART ROAD, ROUND LAKE, IL 60073
THE GURLAIN PERFUMERY CORPORATION	68 AVENUE DES CHAMPS-ÉLYSÉES, 75008 PARIS, FRANCE*
THE GURLAIN PERFUMERY CORPORATION	22 AVENUE MONTAIGNE, PARIS, 75008 FRANCE*
THE H.B. SMITH COMPANY, INCORPORATED	EDWIN M. SMITH, 61 UNION STREET, SUITE 201, WESTFIELD, MA 00185
THE H.B. SMITH COMPANY, INCORPORATED, D/B/A SMITH CAST IRON BOILERS	EDWIN M. SMITH, 61 UNION STREET, SUITE 201, WESTFIELD, MA 01085
THE HEIL CO.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
THE HILL AND GRIFFITH COMPANY	CORPORATE STATUTORY SERVICES INC., 255 E 5TH STREET, SUITE 2400, CINCINNATI, OH 45202
THE HIMMEL GROUP, INC.	STEVE HIMMELREICH, 4310 FOREST LANE, GARLAND, TX 75042
THE HOME DEPOT INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
THE INTERNATIONAL PAPER COMPANY	CORPORATION TRUST COMPANY, CORPORATE TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
THE J.M. NEY COMPANY	1505 CORPORATION / CT CORPORATION SYSTEM
THE KRAISSL COMPANY, INCORPORATED	KRAISSL COMPANY, INC., PO BOX 2363 SOUTH HACKENSACK, NJ 0760*

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
THE KROGER CO.	CORPORATION SERVICE COMPANY D/B/A CSC-LAWYERS INCORPORATING SERVICE COMPANY, 211 E. 7TH STREET, STE. 620, AUSTIN, TX 78701-3218
THE KROGER COMPANY	CORPORATE SERVICE COMPANY, 1160 DUBLIN ROAD, SUITE 400, COLUMBUS, OH 43215
THE L.E. MYERS CO.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
THE MARLEY-WYLAIN COMPANY, LLC	CT CORPORATION SYSTEM, 711 CAPITOL WAY S, STE. 204, OLYMPIA, WA 98501-1267
THE MAYBELLINE COMPANY	MAYBELLINE, INC., ATTN: LEGAL DEPARTMENT, 575 FIFTH AVENUE, NEW YORK, NY 10017
THE MEDICINE MART PHARMACY OF COLUMBIA, INC.	GERALD L. CULLER, 3729 ROSEWOOD DR., COLUMBIA, SC 29205
THE MENNEN COMPANY	CT CORPORATION SYSTEM, 1201 PEACHTREE STREET NE, ATLANTA, GA 30361
THE MONTALVO CORPORATION	JOHN L. CARPETNER, P.O. BOX 9729, PORTLAND, ME 04101-5029
THE NEIMAN MARCUS GROUP LLC	CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST, WILMINGTON DE 19801
THE NESLEMUR COMPANY	THE CORPORATION TRUST COMPANY, 1209 ORANGE STEET, WILMINGTON, DE 19801
THE NEW ENGLAND SAFE COMPANY	50 CONGRESS ST STE 700 BOSTON MA 02109*
THE OKONITE COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
THE PEP BOYS MANNY MOE & JACK OF CALIFORNIA LLC	CSC - LAWYERS INCORPORATING SERVICE, 2710 GATEWAY OAKS DRIVE, STE. 150N, SACRAMENTO, CA
THE PITTSBURGH PAINTS CO. F/K/A PPG ARCHITECTURAL FINISHES INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
THE PL/LAUREN COMPANY, L.P.	CORPORATE SERVICE COMPANY, 80 STATE STREET, ALBANY, NY 12207-2543
THE POLO/LAUREN COMPANY L.P.	SECRETARY OF STATE C/O CORPORATION SERVICE COMPANY, 80 STATE STREET, ALBANY, NEW YORK 12207-2543

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
THE PREMCOR REFINING GROUP, INC.	CT CORPORATION SYSTEMS, 1999 BRYAN STREET, STE. 900, DALLAS, TX 75201-3136
THE PROCTER & GAMBLE COMPANY	CT CORPORATION SYSTEMS, 3867 PLAZA TOWER DR. , BATON ROUGE, LA 70816
THE PROCTER & GAMBLE MANUFACTURING COMPANY	CT CORPORATION SYSTEMS, 3867 PLAZA TOWER DR. , BATON ROUGE, LA 70816
THE QUAKER OATS COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801
THE RAYMOND GROUP	C KERRY FIELDS, 115 S. CHAPARRAL COURT, STE 100, ANAHEIM HILLS, CA 92808
THE SCHUNDLER COMPANY	THE SCHUNDLER COMPANY, 10 CENTRAL STREET, NAHANT, MA 01908*
THE SCOTTS COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
THE SHERWIN-WILLIAMS COMPANY	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
THE STOP & SHOP SUPERMARKET CO.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
THE STOP & SHOP SUPERMARKET COMPANY, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
THE TAUBMAN COMPANY LLC	CSC - LAWYERS INCORPORATING SERVICE, 2710 GATEWAY OAKS DRIVE, STE. 150N, SACRAMENTO, CA
THE TILE COUNCIL OF NORTH AMERICA	MARYELLEN CONNOR, ESQ., MALABY & BRADLEY LLC, 150 BROADWAY, STE. 600, NEW YORK, NY 10038
THE TIMKEN COMPANY	THE TIMKEN COMPANY, 4500 MOUNT PLEASANT ST NW, NORTH CANTON, OH 44720*
THE TORO COMPANY	THE CORPORATE TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE STREET, WILMINGTON, DE 19801
THE VALSPAR CORPORATION	CORPORATE SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
THE VONS COMPANIES INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
THE W.W. HENRY COMPANY	COGENCY GLOBAL INC., 1325 J ST, STE 1550, SACRAMENTO, CA 95814
THE WALWORTH COMPANY	CT CORPORATION SYSTEM, 1635 MARKET STREET, PHILADELPHIA, PA 19103
THE WELLA COMPANY	MAPLES FIDUCIARY SERVICES (DELAWARE) INC., 4001 KENNETT PIKE, STE. 302, WILMINGTON, DE 19807
THE WENDY'S COMPANY	UNITED AGENT GROUP INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
THE WILLIAM POWELL COMPANY	D R COWART, 3261 SPRING GOVE AVENUE, CINCINNATI, OH 45225
THE WILLIAMS COMPANIES, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
THERMO FISHER SCIENTIFIC, INC.	CAPITOL SERVICES, INC., 108 LAKELAND AVE., DOVER, DE 19901
THERMO-SEAL, INC.	CAPITOL SERVICES, INC., 108 LAKELAND AVE., DOVER, DE 19901
THERMWELL PRODUCTS CO INC	420 STATE RT 17, MAHWAH NJ 07430*
THIEM CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
THOMAS BUILT BUSES, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
THOMAS SCIENTIFIC, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
THOMPSON BUILDING MATERIALS	INDIVIDUAL: BRIAN D. CRONIN, 2122 N. BROADWAY, STE 200, SANTA ANA, CA 92706
THORNTON INDUSTRIES, INC.	DOUGLAS R. GADBERRY, 6212 TURNBERRY, FORTH WORTH, TX 76132
THRIFTY PAYLESS INC.	CT CORPORATION SYSTEM, 330 N. BRAND BLVD., STE. 700, GLENDALE, CA 91203
THRUSH CO., INC.	JULIUS MARBURGER, 340 W 8TH ST, PERU, IN 46970
TIGI LINEA CORP.	CCS GLOBAL SOLUTIONS, INC., 3610-2 NORTH JSEY LANE, SUITE 223, CARROLLTON, TX 75007
TILE COUNCIL OF NORTH AMERICA	MARYELLEN CONNOR, ESQ., MALABY & BRADLEY LLC, 150 BROADWAY, STE. 600, NEW YORK, NY 10038

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
TIMPTE INDUSTRIES	CSC-LAWYERS INCORPORATING SERVICE COMPANY, 233 SOUTH 13TH STREET, STE. 1900, LINCOLN, NE 68505
TINGUE BROWN & CO.	THE CORPORATION TRUST CO., 277 PARK AVENUE, NEW YORK, NY 10017
TISHMAN CONSTRUCTION CORPORATION OF CALIFORNIA	CT CORPORATION SYSTEM, 330 N. BRAND BLVD., STE. 700, GLENDALE, CA 91203
TISHMAN LIQUIDATING CORP.	CORPORATION SERVICE COMPANY, 19 W 44TH ST, STE. 200, NEW YORK, NY 10036
TK ELEVATOR CORPORATION	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
TKD INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
T-MAR INDUSTRIES	5791 DUNCAN BAY RD, CAMPBELL RIVER BC V9H 1N6 CANADA*
TNEMEC COMPANY, INC.	CT CORPORATION SYSTEMS, 289 S CULVER STREET, LAWRENCEVILLE, GA 30046-4805
TOM FORD INTERNATIONAL LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
TOO FACED COSMETICS, LLC	CORPORATE SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
TOPCO ASSOCIATES LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
TOPCO HOLDINGS, INC.	CT CORPORATION SYSTEM, 8040 EXCELSIOR DR, STE 200, MADISON, WI 53717
TOPS MARKETS, LLC	CORPORATE SERVICE COMPANY, 80 STATE STREET, ALBANY, NY 12207
TOSHIBA AMERICA INC	5241 CALIFORNIA AVENUE, SUITE 200 IRVINE, CA 92617*
TOTAL PETROCHEMICALS & REFINING USA INC	1201 LOUISIANA ST., STE. 1800, HOUSTON, TX 77002*
TOTALENERGIES PETROCHEMICALS & REFINING USA, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
TOYOTA MATERIAL HANDLING USA	BUSINESS FILINGS INCORPORATED, 334 NORTH SENATE AVE, INDIANAPOLIS, IN 46204

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC.	CT CORPORATION SYSTEM, 334 NORTH SENATE AVE, INDIANAPOLIS, IN 46204
TOYOTA MOTOR NORTH AMERICA, INC.	CT CORPORATION SYSTEM, 334 NORTH SENATE AVE, INDIANAPOLIS, IN 46204
TOYOTA MOTOR SALES, U.S.A., INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
TRACY INDUSTRIES, INC.	DAVID M. ROSENBERGER, 33 BLOOMFIELD HILLS PKWY, STE 230, BLOOMFIELD HILLS, MI 48304
TRANE TECHNOLOGIES COMPANY LLC	CORPORATION SERVICE COMPANY, 222 JEFFERSON BOULEVARD, STE. 200, WARWICK, RI, 2888
TRANE US, INC.	CORPORATION SERVICE COMPANY, 1900 W. LITTLETON BOULEVARD, LITTLETON, CO 80120
TRANSFORM SR BRANDS LLC	COGENCY GLOBAL INC., 850 NEW BURTON ROAD, SUITE 201, DOVER, DE 19904
TRANSFORM SR LLC	COGENCY GLOBAL INC., 850 NEW BURTON ROAD, SUITE 201, DOVER, DE 19904
TRANSOCEAN DRILLING (U.S.A.) INC.	CAPITOL CORPORATE SERVICES, INC., 206 E. 9TH STREET, SUITE 1300, AUSTIN, TX 78701
TREADWELL CORPORATION	COGENSY GLOBAL INC., 850 NEW BURTON ROAD, SUITE 201, DOVER, DE 19904
TRECO CONSTRUCTION SERVICES, INC.	CT CORPORATION SYSTEMS, 400 CORNERSTONE DR., STE 240, WILLISTON, VT, 5495
TRELLEBORG PIPE SEALS MILFORD, INC.	CT CORPORATION SYSTEMS, 2 1/2 BEACON STREET, CONCORD, NH 03301-4447
TREMCO LP	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
TREMCO, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
TRENDEX CORP.	THE COMPANY CORPORATION, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
TRI BRANDS	WILLIAM G. SIMMONS, 256 TREASURE COVE LANE, MANZANITA, OR 97130

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
TRIANGLE ENTERPRISES, INC.	THE COMPANY CORPORATION, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
TRIANGLE PHARMACY & HOME MEDICAL EQUIPMENT, INC.	J. LARRY STROUD, 1239 D. AVENUE, WEST COLUMBIA, SC 29169
TROPICAL PRODUCTS	EDWARD BERMAN, 220 HIGHLAND AVENUE, SALEM, MA 01970
TRU KIDS INC	5 WOOD HOLLOW RD, PARSIPPANY-TROY HILLS TOWNSHIP, NEW JERSEY 07054*
TRUE PHARMACY, INC.	SECRETARY OF STATE, TRUE PHARMACY INC., 3225 EAST TREMONT, BRONX, NY 10461
TRUIST FINANCIAL CORPORATION	CORPORATION SERVICE COMPANY, 2626 GLENWOOD AVE, STE 550, RALEIGH, NC 27608
TURNER CONSTRUCTION COMPANY	CT CORPORATION SYSTEM, 28 LIBERTY ST., NEW YORK, NY 10005
TUTHILL CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
TUTOR PERINI CORPORATION	CT CORPORATION SYSTEM, 155 FEDERAL STREET, STE 700, BOSTON, MA 02110
TWEETEN FIBRE CO. INC.	JAMES R KNIGHT, 1756 W HUBBARD ST, CHICAGO, IL 60622
TWIN CITY CLARAGE	5959 TRENTON LANE, PLYMOUTH, MN 55442
TWIN DISC INCORPORATED	JEFFREY S KNUTSON, 222 E ERIE ST, STE 400, MILWAUKEE, WI 53202-6062
TYCO	TOWN CENTER ROAD, BOCA RATON, FL 33486*
U.S. CHEMICAL & PLASTICS	THE SHERWIN-WILLIAMS COMPANY, 101 W. PROSPECT AVE., CLEVELAND, OH 44115
U.S. RUBBER COMPANY	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
UB WEST VIRGINIA	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
ULTA BEAUTY, INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ULTA SALON, COSMETICS & FRAGRANCE, INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

**Company address; no registered agent identified.*

COMPANY NAME	REGISTERED AGENT & ADDRESS
ULTRA CHEMICAL, INC.	NARINDER SEHGAL, 7171 HARWIN STE. #100, HOUSTON, TX 77036
UNDER GLASS MFG CORP	50 TECHNOLOGY DR, WESTMINSTER, MA 01441*
UNICARRIERS AMERICAS CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
UNILEVER HOME & PERSONAL CARE USA	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
UNILEVER UNITED STATES, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
UNILIN NORTH AMERICA	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
UNION CARBIDE CORPORATION	CT CORPORATION SYSTEMS, 28 LIBERTY STREET, NEW YORK, NY 10005
UNION ELECTRIC COMPANY	CT CORPORATION SYSTEM, 5661 TELEGRAPH RD, STE 4B, SAINT LOUIS, MO 63129-4275
UNION OIL COMPANY OF CALIFORNIA	1505 CORPORATION, CSC-LAWYERS INCORPORATING SERVICE, 2710 GATEWAY OAKS, SACRAMENTO, CA 95833
UNION PACIFIC RAILROAD COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
UNION PUMPS COMPANY	CSC-LAWYERS INCORPORATING SERVICE, 3410 BELLE CHASE WAY, STE 600, LANSING, MI 48911
UNIROYAL, INC.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE , 19808
UNIT DROP FORGE CO.	UNITED STATES CORPORATION COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
UNITED CONSTRUCTION OF ROME INC.	CT CORPORATION SYSTEMS, WACHOVIA BUILDING, 100 SOUTH CORCORAN STREET, DURHAM, NC 27702
UNITED CONVEYOR	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE , 19808
UNITED ENGINEERS & CONSTRUCTORS	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
UNITED REFRACTORIES CO.	264 VALLEYBROOK RD, MCMURRAY, PA 15317

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
UNITED REFRACTORIES CO. OF PA	CORPORATION SERVICE COMPANY, 135 NORTH PENNSYLVANIA STREET, STE. 1610, INDIANAPOLIS, IN 46204
UNITED STATES STEEL CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
UNITED TECHNOLOGIES CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
UNIVERSAL OIL PRODUCTS COMPANY	25 EAST ALGONQUIN ROAD DES PLAINES, IL 60017*
UNIVERSAL REFRACTORIES	CT CORPORATION SYSTEM, 600 N 2ND ST #401, HARRISBURG, PA 17101
UNIVERSITY OF VALLEY FORGE OF THE ASSEMBLIES OF GOD	1401 CHARLESTOWN RD, PHOENIXVILLE, PA 19460
UNIWELD PRODUCTS	BUSINESS FILINGS INCORPORATED, 108 WEST 13TH ST, WILMINGTON, DE 19801
UNOCAL PIPELINE COMPANY	5001 EXECUTIVE PARKWAY, SUITE 200, SAN RAMON, CA 94583*
UOP, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE , 19808
UPSHER-SMITH LABORATORIES	6701 EVENSTAD DR N, STE 300, MAPLE GROVE, MN 55369-6013
URS CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
UTILITY TRAILER MANUFACTURING CO.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE , 19808
V.F. CORPORATION	CORPORATION SERVICE COMPANY, 2595 INTERSTATE DR #103, HARRISBURG, PA 17110
VALENTINE LLC	HUGH F. CAFFERY, 129 VALENTINE DRIVE, LOCKPORT, LA 70374
VALEO NORTH AMERICA	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
VALERO ENERGY CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
VALMET	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
VALSPAR CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE , 19808
VALVES AND CONTROLS US, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
VAN SICKLE PAINT	MARTIN HELTZEL, 15TH & DAVENPORT, OMAHA, NE 68102
VANDERBILT CHEMICALS	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
VANDERBILT MINERALS, LLC F/K/A R.T. VANDERBILT COMPANY, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
VANGUARD	ATTN: CORPORATE ACTIONS, 100 VANGUARD BOULEVARD, MALVERN, PA 19355
VARN INTERNATIONAL	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
VELAN VALVE CORPORATION	CORPORATION SERVICE COMPANY, 100 NORTH MAIN STREET, STE. 2, BARRE, VT, 5641
VELLUMOID, INC.	STEPHEN A. PARSEGHIAN, 54 ROCKDALE STREET, WORCESTER, MA, 1606
VELSICOL CHEMICAL	CAPITOL SERVICES, INC., 108 LAKELAND AVE., DOVER, DE 19901
VEOLIA ES SOLID WASTE MIDWEST	CT CORPORATION SYSTEM, 8025 EXCELSIOR DR, SUITE 200, MADISON, WI 53717
VERBILT MINERALS	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
VERIZON COMMUNICATIONS INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
VERIZON NORTH LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
VERMONT TALC, INC.	CORPORATION SERVICE COMPANY, 100 NORTH MAIN STREET, STE. 2, BARRE, VT, 5641

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
VERSO CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
VERTIS, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
VIACOMCBS INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE , 19808
VIAD CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
VICTORIA'S SECRET & CO.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
VICTORY INTERNATIONAL (USA) LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
VI-JON LABORATORIES	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
VI-JON, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE , 19808
VIKING PUMP, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
VINY HEALTH AND BEAUTY PRODUCTS	43 CANTERBURY ROAD, WOODBURY, NY 11797
VIP INTERNATIONAL	PHS CORPORATE SERVICES, INC., 1313 N MARKET ST, STE 1000, WILMINGTON, DE 19801
VIRTUE DEVELOPMENT COMPANY	DOUGLAS VIRTUE, 3010 WESTCHESTER AVE, SUITE 402, PURCHASE, NY 10577
VISHAY INTERTECHNOLOGY	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
VISION TECHNOLOGIES SYSTEMS	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
VITACILINA CORPORATION OF AMERICA	HIROSHI YOSHIHARA, 3528 TORRANCE BLVD, SUITE 320, TORRANCE, CA 90503
VOITH PAPER FABRICS WAYCROSS	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
VOLKSWAGEN GROUP OF AMERICA INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE , 19808
VOLVO CAR USA, LLC	800 VOLVO PL IN MAHWAH, NEW JERSEY 07430*
VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
VOLVO GROUP NORTH AMERICA, LLC	7900 NATIONAL SERVICE RD, CC 2/7, GREENSBORO, NC 27409*
VOLVO TRUCKS NORTH AMERICA	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
VON MAUR	RICHARD A DAVIDSON, 220 N MAIN ST, STE 600, DAVENPORT, IA 52801
VWR INTERNATIONAL LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
W O GRUBB CRANE RENTAL	5120 ROUTE 1 NORTH CHESTERFIELD, VA 23234*
W.W. GRAINGER, INC.	CORPORATION SERVICE COMPANY, 2626 GLENWOOD AVE, STE 550, RALEIGH, NC 27608
W.W. HENRY COMPANY	COGENCY GLOBAL INC., 122 E 42ND STREET, 18TH FLOOR, NEW YORK, NY 10168
WABASH NATIONAL CORPORATION	CORPORATE CREATIONS NETWORK INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
WABCO HOLDINGS INC	2770 RESEARCH DRIVE, FL 1, ROCHESTER HILLS, MICHIGAN 48309-4901*
WABTEC TRANSPORTATION SYSTEMS LLC FKA GE TRANSP	30 ISABELLA ST, PITTSBURGH, PA 15212*
WACO INC	5450 LEWIS RD, SANDSTON, VA 23150*
WALGREEN CO.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE , 19808
WALGREEN EASTERN CO., INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE , 19808
WALGREEN LOUISIANA CO.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 450 LAUREL STREET, 8TH FLOOR, BATON ROUGE, LA 70801

**Company address; no registered agent identified.*

EXECUTION COPY

COMPANY NAME	REGISTERED AGENT & ADDRESS
WALGREENS	ILLINOIS CORPORATION SERVICE COMPANY, 801 ADLAI STEVENSON DRIVE, SPRINGFIELD, IL 62703-4261
WALGREENS BOOTS ALLIANCE, INC.	CORPORATION SERVICE COMPANY, 2711 CENTERVILLE ROAD, STE. 400, WILMINGTON, DE 19808
WALKER EXHAUST SYSTEMS	CORPORATE CREATIONS NETWORK INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
WALMART INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
WAL-MART STORES EAST, INC.	CT CORPORATION SYSTEM, 28 LIBERTY STREET, NEW YORK, NY 10005
WALMART STORES, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE
WALWORTH COMPANY	CT CORPORATION SYSTEM, 1635 MARKET STREET, PHILADELPHIA, PA 19103
WARREN PUMPS, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
WARREN RUPP, INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
WASTE MANAGEMENT	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
WASTE MANAGEMENT OF ILLINOIS	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
WATER APPLICATIONS DISTRIBUTION GROUP, INC.	CT CORPORATION SYSTEM, 1201 PEACHTREE STREET, N.E., ATLANTA, GA 30361
WATEROUS COMPANY	NATIONAL REGISTERED AGENTS, INC., 1010 DALE ST N, ST PAUL, MN 55117-5603
WATLOW ELECTRIC MANUFACTURING COMPANY	CT CORPORATION SYSTEM, 5661 TELEGRAPH RD, STE 4B, SAINT LOUIS, MO 63129-4275
WATSON MCDANIEL COMPANY	975 MADISON AVE, NORRISTOWN, PA 19403
WATTS REGULATOR CO.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
WATTS WATER TECHNOLOGY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
WAUSAU PAPER CORP.	CORPORATION SERVICE COMPANY, 33 E MAIN ST, STE 610, MADISON, WI 53703-4655
WEC ENERGY GROUP INC	231 W. MICHIGAN STREET, MILWAUKEE, WI 53203*
WEGMAN COMPANIES	PHILLIPS LYTLE LLP, 1400 FIRST FEDERAL PLAZA, ROCHESTER, NY 14614
WEGMANS FOOD MARKETS, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
WEIL MCLAIN	999 MCCLINTOCK DR., STE. 200, BURR RIDGE, IL 60527*
WEIL PUMP COMPANY INC	W57 N14363 DOERR WAY, P.O. BOX 887, CEDARBURG, WI 53012*
WEILER FOREST PRODUCTS INC	COGENCY GLOBAL INC., 850 NEW BURTON ROAD, SUITE 201, DOVER, DE 19904
WEIL-MCLAIN COMPANY	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
WEIR VALVES & CONTROLS USA, INC.	CT CORPORATION SYSTEM, 155 FEDERAL STREET, STE. 700, BOSTON, MA, 2110
WEIS MARKETS	CT CORPORATION SYSTEM, NORTHUMBERLAND COUNTY, 600 N 2ND ST STE 401, HARRISBURG, PA 17101-1071
WELBILT CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
WELCO MANUFACTURING COMPANY	MILTON E. STRADER, 22 EAST 68TH TERRACE, KANSAS CITY, MO 64113
WELLS FARGO & COMPANY	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
WELLS FARGO BANK	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
WENDY'S INTERNATIONAL INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
WENGER CORPORATION	555 PARK DR, OWATONNA, MN 55060
WESCO INTERNATIONAL, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
WESTERN AUTO SUPPLY CO.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
WESTERN AUTO SUPPLY COMPANY INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
WESTERN BLENDED PRODUCTS	SUSAN STEVENS, 1213 BALLENA BLVD, ALAMEDA, CA 94501
WESTERN ELECTRIC COMPANY	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
WESTERN PACIFIC DISTRIBUTING	MARK HAMILTON, 341 W MEATS, ORANGE, CA 92865
WESTINGHOUSE AIR BRAKE COMPANY	30 ISABELLA STREET, PITTSBURGH, PA 15212*
WESTINGHOUSE ELECTRIC COMPANY LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
WESTLAKE CHEMICAL CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
WESTSIDE BUILDING MATERIAL CORPORATION	DANFORTH LINCOLN, 525 CABRILLO PARK DRIVE, STE 104, SANTA ANA, CA 92701
WESTWOOD BUILDING MATERIALS CO.	CRAIG L. ST. JOHN, 15708 INGLEWOOD AVE., LAWNDALE, CA 90260
WEYERHAEUSER COMPANY	CORPORATION SERVICE COMPANY, 300 DESCHUTES WAY SW, STE. 208 MC-CSC1, TUMWATER, WA 98501
WEYERHAEUSER NR COMPANY	CORPORATION SERVICE COMPANY, 84 STATE STREET, BOSTON, MA, 2109
WHEELABRATOR TECHNOLOGIES INC	56 BROAD STREET, STE. 14070, BOSTON, MA 02109 *
WHIP MIX CORPORATION	DAVID J. STEINBOCK, 361 FARMINGTON AVE, P.O. BOX 17183, LOUISVILLE, KY 40217
WHIRLPOOL CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
WHITING CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
WHITNEY AUTOMOTIVE GROUP, INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
WHITTAKER CLARK & DANIELS INC.	CT CORPORATION SYSTEM, 28 LIBERTY STREET, NEW YORK, NY 10005
WHITTAKER, CLARK & DANIELS, INC.	CT CORPORATION, 28 LIBERTY STREET, NEW YORK, NY 10005
WICHITA CLUTCH	JOHN H WILSON, 307 BARWISE, WICHITA FALLS, TX 76301-4702
WILLIAM POWELL COMPANY	D R COWART, 3261 SPRING GROVE AVENUE, CINCINNATI, OH 45225
WILLIAMS BROTHERS CONSTRUCTION CO INC	300 MILAM ST., HOUSTON, TX 77006*
WILLIAMS FOOD	CORPORATE CREATIONS NETWORK INC., 1521 CONCORD PIKE SUITE 201, WILMINGTON, DE 19803
WILLIAMS FURNACE CO.	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
WILLIAMSON-DICKIE MANUFACTURING COMPANY LLC	319 LIPSCOMB STREET, FORT FORTH, TX 76104-1140*
WILO USA	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
WILSON TRAILER COMPANY	CORPORATION SERVICE COMPANY, 251 E OHIO ST, STE. 500, INDIANAPOLIS, IN 46204
WILSONART INTERNATIONAL	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
WIND UP LTD.	JAMES R. HINSON, 5205 DIXIE ROAD, CHARLOTTE, NC 28208
WINN-DIXIE STORES, INC.	CORPORATION SERVICE COMPANY, 1201 HAYS ST, TALLAHASSEE , FL 32301
WIPRO LIMITED	2 TOWER CENTER BOULEVARD, STE. 2200, EAST BRUNSWICK, NJ 08816-1100*
WISCONSIN ELECTRIC POWER COMPANY	CORPORATE CREATIONS NETWORK INC., 301 S. BEDFORD ST., STE 1, MADISON, WI 53703
WISCONSIN PUBLIC SERVICE CORPORATION	CORPORATE CREATIONS NETWORK INC., 301 S. BEDFORD ST., STE 1, MADISON, WI 53703
WS ACQUISITION LLC DBA CREWBOSS	830 WILSON STREET, EUGENE, OR 97402*

**Company address; no registered agent identified.*

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COMPANY NAME	REGISTERED AGENT & ADDRESS
WSM INDUSTRIES INC	TERESA L MOORE, 1601 S SHERIDAN ST, WICHITA, KS 67213-1339
WT/HRC CORPORATION	NATIONAL REGISTERED AGENTS, INC. 208 SO LASALLE ST, SUITE 814, CHICAGO, IL 60604-1101
WTI RUST HOLDINGS INC.	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
WYETH HOLDINGS LLC F/K/A WYETH HOLDINGS CORPORATION F/K/A AMERICAN CYANAMID COMPANY	CT CORPORATION SYSTEM, 28 LIBERTY STREET, NEW YORK, NY 10005
X-GEN PHARMACEUTICALS INC.	INCORP SERVICES, INC., ONE COMMERCE PLAZA, 99 WASHINGTON AVE, STE. 805-A, ALBANY, NY 12210
YAMAHA MOTOR CORPORATION, U.S.A.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
YARDLEY OF LONDON	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
YELLOW WOOD PARTNERS LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
YORK INTERNATIONAL CORPORATION	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
YOUNG INNOVATIONS	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE ST., WILMINGTON, DE 19801
YUBA HEAT TRANSFER, LLC	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801
YUM! BRANDS, INC.	CT CORPORATION SYSTEM, 160 MINE LAKE CT, STE 200, RALEIGH, NC 27615
YVES SAINT LAURENT AMERICA, INC.	CT CORPORATION SYSTEM, 28 LIBERTY STREET, NEW YORK, NY 10005
ZEMEX CORPORATION	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808

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COMPANY NAME	REGISTERED AGENT & ADDRESS
ZENITH ELECTRONICS LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ZF ACTIVE SAFETY US INC.	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ZF NORTH AMERICA	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ZINCOX RESOURCES PLC	THE PRENTICE-HALL CORPORATION SYSTEM, INC., 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ZION LANDFILL	CT CORPORATION SYSTEM, 208 SO LASALLE ST, SUITE 814, CHICAGO, IL 60604-1101
ZOLTEK CORPORATION	THE CORPORATION COMPANY, 534 S. KANSAS AVE, TOPEKA, KS 66603
ZUBAL MASONRY LLC	647 ORCHARD STREET, EDWARDSVILLE, IL 62025*
ZURN INDUSTRIES, LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808
ZY TECH GLOBAL INDUSTRIES INC	10600 CORPORATE DRIVE, STAFFORD, TX, 77477*

**Company address; no registered agent identified.*

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Exhibit A

Approval Order

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UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
www.flmb.uscourts.gov

In re: THE STEPHAN CO., Debtor.[2]	Chapter 11 Case No. 8:25-bk-08937-CPM

ORDER (I) APPROVING THE FFIC SETTLEMENT AGREEMENT, RELEASE AND BUYBACK, (II) APPROVING THE SALE OF THE FFIC POLICIES FREE AND CLEAR, (III) ENJOINING CLAIMS, AND (IV) GRANTING RELATED RELIEF

Upon the motion, dated [______], 2026 ("**Motion**")[3] of The Stephan Co., the debtor-in-possession in the above-captioned Chapter 11 case ("**Debtor**"), for entry of an order approving the settlement agreement, releases, insurance policy buyback, and related injunction-in-aid ("**Settlement**") by and among the Debtor (on behalf of itself and the Additional Insureds), Fireman's Fund Insurance Company, and Fireman's Fund Insurance Company of Wisconsin (collectively, "**FFIC**"), pursuant to Sections 105(a) and 363 of Title 11 of the United States Code ("**Bankruptcy Code**") and Rules 2002(a)(2), 6004, and 9019 of the Federal Rules of Bankruptcy Procedure ("**Bankruptcy Rules**"), in each case as described in the Motion and the Settlement Agreement, Release, and Policy Buyback attached to the Motion as **Annex I** (the "**Agreement**"); and the Court having reviewed the Motion and the Agreement; and it appearing that due and adequate notice of the Motion and Agreement having been given to all Persons entitled thereto, and that no other or further notice need be given; and the Court having held a hearing (the "**Sale Hearing**") to consider the relief requested in the Motion; and upon the record of the Sale Hearing; and, after due deliberation, including, without limitation, for the reasons stated by the Court on the record of the Sale Hearing, it appearing that the relief requested in the Motion and granted herein is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and good sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. This Court has jurisdiction over the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the *Order of Reference* from the United States District Court for the Middle District of Florida dated as of October 29, 2024, as amended and in effect. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of this case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

[2] The last four digits of the Debtor's federal tax identification number are 6812. The Debtor's mailing address is 2211 Reach Road, Suite B4, Williamsport, Pennsylvania 17701.

[3] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as defined below).

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B. The statutory predicates for the relief sought in the Motion are Sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 9019.

C. Proper, timely, adequate and sufficient notice of the Sale Hearing and Motion and the relief requested therein, including, without limitation, the Settlement and the transactions described in the Agreement, including, without limitation, issuance of the injunction-in-aid referenced in the Agreement and the Motion (all such transactions being collectively referred to, for convenience, as the "**Sale Transaction**") has been provided in accordance with all applicable provisions of the Bankruptcy Code and the Bankruptcy Rules to all interested Persons, including, without limitation: (i) counsel to all Talc Personal Injury Claimants known to, or reasonably ascertainable by, the Debtor, in accordance with the "Talc Personal Injury Claimant Notice Procedures" described in the *Debtor's Emergency Motion* [Dkt. 7] and authorized on a final basis by order dated March 27, 2026 [Dkt. 196]; (ii) all *pro se* Talc Personal Injury Claimants, along with all other Talc Personal Injury Claimants for whom counsel has provided contact information to the Debtor; (iii) counsel for all Talc Personal Injury Claimants for whom the Debtor has not received contact information from counsel; (iv) the Committee; (v) any Future Claimants' Representative; (vi) all other Persons that must be served with written notice under FED. R. BANKR. P. 2002, including all Persons who have filed notices of appearance in the Bankruptcy Case; (vii) all Persons known or believed by the Debtor to have provided general or professional liability insurance to the Debtor; (viii) to the extent not captured in (v), all Non-Settling Insurers; (ix) CMS (as defined below) and all Persons set forth on **Schedule 2** of the Agreement; and (x) to the extent not captured in (i) through (ix), all other Persons or Entities known to, or reasonably ascertainable by, the Debtor that are entitled or allegedly entitled to insurance coverage under any of the Policies (including without limitation all Covered Parties and other Stephan Insureds). The Publication Notice, containing information regarding the Sale Transaction and the Sale Hearing, was published as follows: (y) on [______] and [______], 2026 in (1) USA Today, (2) Globe and Mail, (3) Le Journal de Montreal; and (z) on [______], 2026 in (1) Mealey's Litigation Report: Asbestos and (2) Mealey's Asbestos Bankruptcy Report, all as set forth in the Motion. The notices described above were good, sufficient, and appropriate under the circumstances, and no other notice of the Motion or Sale Hearing is required.

D. The Paid Amount, remitted by FFIC to Kroll in connection with the Publication Notice, constitutes an "an actual, necessary cost[] and expense[] of preserving the estate" under Section 503(b) of the Bankruptcy Code. Without limiting the generality of the foregoing, the Estate lacked sufficient funds to reimburse Kroll for publication of the Publication Notice, such that FFIC's payment to Kroll of the Paid Amount was necessary for such publication and, by extension, consummation of the Sale Transaction and Closing thereon. FFIC's agreed Claim against Stephan Co. and the Estate for the Paid Amount therefore should be allowed as an administrative expense under Section 503(b) of the Bankruptcy Code and accorded priority of payment pursuant to Section 507(a)(2) of the Bankruptcy Code.

E. The disclosures made by the Debtor concerning the Agreement, the Sale Transaction, and the Sale Hearing were good, complete, and adequate.

F. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested Persons.

G. The Debtor has full corporate power and authority to consummate the Sale Transaction pursuant to the Agreement and all other documents contemplated thereby, and no consents or approvals, other than those expressly provided for in the Agreement, are required for the Debtor to consummate the Sale Transaction.

H. Approval of the Agreement and consummation of the Sale Transaction are in the best interests of the Debtor's estate, its creditors (specifically including the Talc Personal Injury Claimants), and other parties-in-interest, including because the proceeds of and from the Sale Transaction will benefit Talc Personal Injury Claimants.

I. The Debtor has demonstrated (i) good, sufficient, and sound business purpose and justification and compelling circumstances for the Sale Transaction pursuant to Section 363(b) of the Bankruptcy Code and (ii) that the Sale Transaction is fair, reasonable, and in the best interests of the Debtor's estate and creditors pursuant to Bankruptcy Rule 9019. Among other things, the Debtor has demonstrated that: the Agreement, and closing thereon, is necessary and appropriate to realize the value of the Purchased Property[4] and maximize the value of the Debtor's estate; the probability of success for the Debtor's estate in litigation over the matters resolved by the Agreement is uncertain; litigation of the matters resolved by the Agreement would be complex and costly to the Debtor's estate; and the Settlement Amount is within the reasonable range of potential litigation outcomes. The Sale Transaction constitutes a reasonable and sound exercise of the Debtor's business judgment and its powers and duties under applicable law and should be approved.

J. The Agreement was negotiated, proposed, and entered into without collusion, in good faith, and from arm's length bargaining positions. FFIC is not an "insider" or "affiliate" of the Debtor, as those terms are defined in the Bankruptcy Code. Neither the Debtor nor FFIC has engaged in any conduct that would: (i) cause or permit the avoidance of the Agreement or the consummation of the Sale Transaction under Section 363(n) of the Bankruptcy Code; (ii) cause or permit the imposition of any costs or damages (including without limitation attorneys' fees or punitive damages) under Section 363(n) of the Bankruptcy Code; or (iii) prevent the application of Section 363(m) of the Bankruptcy Code.

K. FFIC is a good faith purchaser of the Purchased Property under Section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby, in that, among other things: (i) all payments to be made by or to FFIC, and other agreements or arrangements entered into by FFIC, in connection with the Sale Transaction have been disclosed; (ii) FFIC neither induced nor caused the Debtor's Chapter 11 filing; (iii) the negotiation and execution of the Agreement and any other agreements or instruments related thereto was in good faith and at the arm's length, and all Parties to the Agreement were, or had the opportunity to be, represented by counsel; and (iv) FFIC has not violated Section 363(n) of the Bankruptcy Code by any action or inaction. FFIC has at all times acted in good faith with respect to the Agreement and will continue to be acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code in closing the Sale Transaction.

L. The terms and conditions of the Agreement are fair and reasonable. The Settlement Amount provided by FFIC pursuant to the Agreement (i) is fair and reasonable; (ii) monetizes the Purchased Property at the highest and best amount; (iii) will provide a higher and more certain recovery for the Debtor's creditors than would be provided by any other practical available alternative given the complexity, cost, and uncertainty of such alternatives; and (iv) constitutes

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[4] "**Purchased Property**" as used herein means both (i) the Policies and (ii) the Extra-Contractual Claims of the Debtor and the Extra-Contractual Claims of the Additional Insureds, all as defined in the Agreement.

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reasonably equivalent value (as those terms are defined in each of the Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and Section 548 of the Bankruptcy Code) and fair consideration under the Bankruptcy Code and applicable non-bankruptcy law. The Settlement Amount is within the reasonable range of potential litigation outcomes, and the Debtor's determination to accept the Settlement Amount and otherwise enter into the Agreement is a valid and sound exercise of the Debtor's business judgment and consistent with the Debtor's fiduciary duties.

M. FFIC: (i) is not a mere continuation of the Debtor or its estate, nor is there any continuity of enterprise between FFIC and the Debtor or any other Stephan Insured; (ii) is not holding itself out to the public as a continuation of the Debtor or any other Stephan Insured; and (iii) is not a successor to the Debtor, its estate, or any other Stephan Insured for any purpose, and the Sale Transaction does not amount to a consolidation, merger, or *de facto* merger of FFIC and any of the Stephan Insureds.

N. The Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. Neither FFIC nor the Debtor is fraudulently entering into the Sale Transaction.

O. The transfer of the Purchased Property to FFIC (i) does not constitute an avoidable transfer under the Bankruptcy Code or under other applicable bankruptcy or non-bankruptcy law and (ii) does not and will not subject FFIC to any liability whatsoever with respect to the Debtor's operation prior to the closing of the Sale Transaction (the "**Closing**").

P. FFIC has agreed to purchase the Purchased Property pursuant to its Agreement and this Order; FFIC has not agreed to purchase, and is not purchasing, any other assets of the Debtor's estate. FFIC has not agreed to assume, and after Closing shall have no obligations with respect to, any liabilities of the Debtor, its subsidiaries or affiliates, the other Stephan Insureds, or any Covered Parties. Without limiting the generality of the foregoing, FFIC: (i) is not assuming and shall have no liability for any Claims arising from or relating to Talc Personal Injury Claims, the Purchased Property, or the Bankruptcy Case; and (ii) is not assuming and shall have no liability with respect to the Debtor's, any Covered Party's, or any other Stephan Insured's obligations to Talc Personal Injury Claimants, any other creditors, future claimants (including without limitation Unknown Talc Personal Injury Claims), or the Debtor's, any Covered Party's, or any Stephan Insured's employees, in each case, by reason of the purchase of the Purchased Property under the Agreement.

Q. The Purchased Property constitutes property of the Debtor's estate, and the Debtor is the lawful owner of the Purchased Property and holds good title thereto. Without limiting the generality of the foregoing, this Court expressly finds that the Debtor is the only insured under the Policies and that no other Person (including without limitation any putative Stephan Insured or Covered Party) has any cognizable Claim for, or entitlement to, any coverage or other benefits of or under the Policies (including without limitation any defense or indemnity benefit actually or allegedly contemplated by the Policies). The transfer of the Purchased Property to FFIC pursuant to the Agreement will be a legal, valid, binding, and effective transfer of the Purchased Property, and will vest FFIC with all right, title, and interest of the Debtor and Additional Insureds in and to the Purchased Property, in each case free and clear of all Interests (as defined below, and including, without limitation, any Interests of the Stephan Insureds, Covered Parties, other named or additional insureds or assureds, or those with direct action rights against the Purchased Property). After Closing, FFIC shall have no liability for any Claims against or liabilities of the Debtor, its estate, or the other Stephan Insureds or Covered Parties. Without limiting any of the foregoing, the Debtor and FFIC have agreed that, upon the occurrence of the Settlement Agreement Effective Date and payment of the Settlement Amount by FFIC, the Purchased Property (i) shall, immediately prior to the buyback, be amended to include the Time Bar Exclusion and Cancellation Endorsement and (ii) immediately thereafter shall be deemed void *ab initio*, terminated, extinguished, and of no further force and effect, and all coverage thereunder shall be deemed fully exhausted.

R. The Debtor may sell the Purchased Property free and clear of all, liens, interests, obligations, rights, encumbrances, pledges, mortgages, deeds of trust, security interests, Claims (including, without limitation, any "claim" as defined in Section 101(5) of the Bankruptcy Code), leases, possessory leasehold interests, charges, options, rights of first refusal or option to purchase any real property, easements, servitudes, transfer restrictions under any agreement, judgments, hypothecations, demands, licenses, sublicenses, assignments, debts, obligations, guaranties, options, contractual commitments, restrictions, environmental liabilities, options to purchase, and options, in each case of whatever kind, nature, or description in, against, or with respect to any of the Purchased Property, having arisen, existed or accrued prior to and through closing of the Sale Transaction, whether direct or indirect, absolute or contingent, choate or inchoate, fixed or contingent, matured or unmatured, liquidated or unliquidated, arising or imposed by agreement, understanding, law, equity, statute, or otherwise and whether arising prior to, on, or after the Petition Date, including without limitation Talc Personal Injury Claims, Coverage Claims, and all other Barred Claims (collectively, and including all "interests" as the term is used in Bankruptcy Code Section 363, "**Interests**") because one or more of the standards set forth in Bankruptcy Code Section 363(f)(1) – (5) has been satisfied with regard to each such Interest. Without limiting the generality of the foregoing: (i) non-Debtor parties with Interests in or with respect to the Purchased Property who did not object, or who withdrew their objections to the Sale Transaction or the Motion have waived their right to object to the sale of the Purchased Property free and clear of such non-Debtor parties' Interests in the Purchased Property pursuant to Section 363(f)(2) of the Bankruptcy Code and are deemed to have consented thereto; and (ii) non-Debtor parties with Interests in or with respect to the Purchased Property who objected to the Motion and did not withdraw any such objection (a) are the holders of Interests subject to *bona fide* dispute under Bankruptcy Code Section 363(f)(4) and/or (b) can be compelled to accept a monetary satisfaction of their Interests within the meaning of Section 363(f)(5) of the Bankruptcy Code.

S. If the sale of the Purchased Property were not free and clear of Interests, or if the FFIC Released Parties would, or in the future could, be liable for any of the Interests, FFIC would not have entered into the Agreement and would not consummate the Sale Transaction or pay the Settlement Amount, thus adversely affecting the Debtor, its estate, and its creditors (including, without limitation, the Talc Personal Injury Claimants).

T. Issuing a supplemental injunction under Section 105(a) of the Bankruptcy Code as provided herein is essential to give effect to the sale of the Purchased Property to FFIC and this Order's approval of such sale free and clear of Interests pursuant to Section 363(f) of the Bankruptcy Code. The Settling Insurer Injunction set forth in Paragraph 20 below not only is a necessary prerequisite for FFIC's assent to the terms and conditions of its Agreement, such that

FFIC will not consummate the Sale Transaction or pay the Settlement Amount in the absence of such an injunction from this Court, but also is warranted to ensure compliance with this Order.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The Motion is granted and approved as set forth herein.

2. The findings of fact set forth above and conclusions of law stated herein, in addition to any findings of fact and conclusions of law stated by the Court at the Sale Hearing, shall constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to the Motion pursuant to Bankruptcy Rule 9014. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.

3. Any and all objections, if any, to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are hereby overruled on the merits with prejudice, and in each case the Person asserting the objection or reservation of rights is enjoined from taking any action against the FFIC Released Parties to recover any Claim which such objecting Person has solely against the Debtor, its estate, or any other Stephan Insured or Covered Party. Those parties who did not object or who withdrew their objections to the Motion are deemed to have consented to the relief granted herein, pursuant to Section 363(f)(2) of the Bankruptcy Code. For the avoidance of doubt, nothing in this Paragraph 3 shall be interpreted to enjoin any party's right, if any, to appeal this Order.

Approval of the Agreement

4. The Agreement is approved in its entirety, pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019. Without limiting the generality of the foregoing, the settlement and mutual release of Claims as set forth in the Agreement is hereby approved pursuant to Bankruptcy Rule 9019. All factors set forth in *Wallis v. Justice Oaks II, Ltd. (In re Justice Oaks II, Ltd.)*, 898 F.2d 1544 (11th Cir. 1990), either weigh in favor of the Agreement or do not apply.

5. Pursuant to Section 363(b) of the Bankruptcy Code, the Debtor is authorized to consummate the Sale Transaction under and in accordance with the terms and conditions of the Agreement, and the Debtor shall at all times act in accordance with the terms thereof.

6. The Parties are authorized to execute and deliver, and empowered to perform under, consummate, and implement the Agreement, together with all additional instruments and documents that may be reasonably necessary, convenient, or desirable to implement the Agreement and consummate the Sale Transaction pursuant thereto and effectuate the provisions of this Order and the transactions approved hereby, and to take all further actions as may be requested by FFIC for the purpose of assigning, transferring, granting, conveying, and conferring to FFIC or reducing to FFIC possession, the Purchased Property, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement.

7. FFIC is authorized and directed to pay the respective Settlement Amount pursuant to, and subject to the satisfaction of all terms and conditions of the Agreement.

8. The Settlement Amount provided by FFIC for the Purchased Property constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia.

9. No FFIC Released Party shall be required to seek or obtain relief from the automatic stay under Section 362 of the Bankruptcy Code to enforce any of its or their rights or remedies under the Agreement or any other document related to the Agreement or the Sale Transaction. The automatic stay imposed by Section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Order; *provided*, *however*, that this Court shall retain jurisdiction over any and all disputes with respect thereto.

10. The Administrative Claim of FFIC (in the amount of [$_______]) shall be, and hereby is, (a) allowed for all purposes as a Section 503(b) administrative expense of Stephan Co. and the Estate and (b) entitled to priority of payment under Section 507(a)(2) of the Bankruptcy Code. For the avoidance of doubt, but without limiting the generality of the foregoing, FFIC shall not be required to take any action whatsoever (including, by way of example and not limitation, filing a motion, application, or proof of claim) to secure allowance of, or payment on, the Administrative Claim; Stephan Co. is authorized and directed to pay the Administrative Claim in full by no later than 30 days from the date hereof.

11. This Order shall be binding in all respects upon: (a) the Debtor and its Related Persons; (b) the Debtor's estate and the reorganized Debtor; (c) the other Stephan Insureds; (d) all creditors (including without limitation all Talc Personal Injury Claimants); (e) all holders of Interests whether known or unknown (including but not limited to any Non-Settling Insurers and Covered Parties) against or on all or any portion of the Purchased Property; (f) the FFIC Released Parties; (g) the Purchased Property; (h) any Future Claimants' Representative; (i) any trustee that may be subsequently appointed in the Bankruptcy Case, whether pursuant to any plan of reorganization or liquidation (including without limitation the Trustee appointed under the Plan), under Section 1104 of the Bankruptcy Code, or upon a dismissal or conversion of this Bankruptcy Case under Chapter 7 of the Bankruptcy Code; and (j) all Persons and Entities receiving notice (or deemed to have received notice pursuant to this Order) of the Motion or the Sale Hearing. The Agreement shall be binding in all respects upon: (y) the Debtor, its Related Persons, its estate, and the reorganized Debtor; and (z) any trustee that may be subsequently appointed in the Bankruptcy Case, whether pursuant to any plan of reorganization or liquidation (including without limitation the Trustee appointed under the Plan), under Section 1104 of the Bankruptcy Code, or upon a dismissal or conversion of this Bankruptcy Case under Chapter 7 of the Bankruptcy Code.

Transfer of the Assets

12. The conditions of Section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtor may sell the Purchased Property free and clear of any Interests therein.

13. Pursuant to Sections 105 and 363(b) and (f) of the Bankruptcy Code, Bankruptcy Rule 9019, applicable Florida State law, the Declarations in support of the Motion, and the record of the Sale Hearing, the Debtor has set forth the legal authority necessary to support this Court's findings herein.

14. Pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, the Purchased Property and the Debtor's and Additional Insureds' rights, title, and interest therein shall upon Closing be transferred to FFIC, free and clear of all Interests (including without limitation the Interests of any Stephan Insureds and any Covered Parties), and all such Interests are unconditionally and forever released and extinguished as against the Purchased Property. Without limiting the generality of the foregoing, the sale of the Purchased Property under the Agreement shall be free and clear of all Talc Personal Injury Claims, Barred Claims (including Channeled Claims), Coverage Claims, Inbound Contribution Claims, Insurer Contribution Claims, Medicare Claims, Related Insurance Claims, Direct Action Claims, and any other Claims arising from or related in any way to a Personal Injury Talc Claim or any portion of the Purchased Property.

15. Upon Closing, all Persons (and their respective successors and assigns), including but not limited to all governmental, tax, and regulatory authorities, Stephan Insureds (including the Debtor), Entities, Covered Parties, Non-Settling Insurers, Personal Injury Talc Claimants, and trade and other creditors, holding Interests (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated) against, in, or with respect to the Purchased Property, including, without limitation, such Interests arising or accruing under or out of, in connection with, or in any way relating to the transfer of the Purchased Property to FFIC, hereby are forever barred, estopped, and permanently enjoined from asserting such Person's or Entity's Interests against the Purchased Property or the FFIC Released Parties. Effective upon Closing, none of the FFIC Released Parties shall have any liability for any Claims (a) against the Debtor, its estate, or any of the Covered Parties or other Stephan Insureds or (b) in respect of the Purchased Property.

16. The transfer of the Purchased Property to FFIC pursuant to the Agreement constitutes a legal, valid, and effective transfer of the Purchased Property, and shall vest FFIC with all right, title, and interest of the Debtor and Additional Insureds in and to the Purchased Property. Upon the occurrence of the Settlement Agreement Effective Date and payment of the Settlement Amount by FFIC, the Policies shall, immediately prior to the buyback, be amended to include the Time Bar Exclusion, and Cancellation Endorsement; immediately thereafter, the Policies shall be terminated and no longer in force or effect, exhausted in retrospect as to all coverages, and all Interests the Debtor or any other Person or Entity (including without limitation any of the other Stephan Insureds or Covered Parties) may have had, may presently have, or may in the future have, in such Purchased Property are released and extinguished, and all such Persons and Entities (including without limitation the Debtor, other Stephan Insureds, and all Covered Parties) hereby are forever barred, estopped, and permanently enjoined from asserting any such Interest against the Purchased Property and/or the FFIC Released Parties. FFIC's payment of the Settlement

Amount constitutes full and complete performance of any and all obligations under the Purchased Property, including without limitation any performance owed to the Debtor, any other Stephan Insured, or any Covered Party, and exhausts all limits of liability of the Purchased Property.

17. Upon occurrence of the Settlement Agreement Effective Date:

(a) all Interests the Debtor and/or its Related Persons (including the Additional Insureds and, to the maximum extent permitted by law, the other Stephan Insureds) may have had, may presently have, or in the future may have in the Purchased Property, as applicable, are released pursuant to the terms of the Agreement; and

(b) the Debtor, on its own behalf and on behalf of the other Stephan Insureds, accepts the Settlement Amount in full and complete satisfaction of FFIC's past, present, and future obligations, including, without limitation, any obligations to the Debtor or any other Stephan Insured under such Purchased Property or arising therefrom, as to any and all Claims for insurance coverage or policy benefits of any nature whatsoever arising out of or related in any way to such Purchased Property (including Coverage Claims), whether legal or equitable, known or unknown, suspected or unsuspected, fixed or contingent, and regardless of whether such Claims arise from, relate to, or are in connection with the Talc Personal Injury Claims, Barred Claims, or otherwise.

No Successor Liability

18. The transfer of the Purchased Property to FFIC shall not result in any FFIC Released Parties or the Purchased Property having any of the following: (a) any liability or responsibility for Interests in or Claims against the Debtor or against an insider of the Debtor; (b) any liability whatsoever with respect to, or any obligation to satisfy in any manner, whether at law or in equity, whether by payment, setoff, or otherwise, directly or indirectly, any Claims or Interests; or (c) any liability or responsibility to the Debtor except as is expressly set forth in the Agreement.

19. Without limiting the generality of the foregoing, none of the FFIC Released Parties shall have any successor or vicarious liabilities of any kind or character, including, but not limited to, under any theory of antitrust, environmental, successor or transferee liability, labor law, successor or successor employer liability, *de facto* merger or joint venture, mere continuation or substantial continuity, whether known or unknown as of Closing, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated, including, but not limited to, liabilities on account of warranties, intercompany loans and receivables between the Debtor and any non-debtor subsidiary or affiliate (including, without limitation, any other Stephan Insured), liabilities relating to or arising from any environmental laws, and any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the Purchased Property prior to Closing.

Settling Insurer Injunction

20. Pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, and in consideration of the undertakings of FFIC pursuant to the Agreement, including FFIC's purchase of the Purchased Property free and clear of all Claims and Interests pursuant to Section 363(f) of

the Bankruptcy Code as provided herein, any and all Persons and Entities that have held, now hold, or who may in the future hold any Claims or Interests (including without limitation all debt holders, all equity holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, Talc Personal Injury Claimants, Covered Parties, the Debtor, any Stephan Insureds, any other additional insureds or assureds or named insureds or assureds, Non-Settling Insurers, and all others holding Claims or Interests of any kind or nature whatsoever, including, without limitation, those Claims released or to be released pursuant to the Agreement), which Claims or Interests are under, arise out of, relate to, or connect in any way with a Talc Personal Injury Claim or any of the Purchased Property, including, without limitation, (a) Talc Personal Injury Claims, Unknown Talc Personal Injury Claims, Coverage Claims, Inbound Contribution Claims, Insurer Contribution Claims, Related Insurance Claims, Direct Action Claims, Tort Actions, and all other Channeled Claims, (b) the payment of any of the Claims identified previously, including, without limitation, Medicare Claims, and (c) all other Barred Claims or Interests, are, to the maximum extent permitted by law, hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce or attempt to assert or enforce any such Claim or Interest against any of (x) the FFIC Released Parties, (y) the assets or property of any FFIC Released Parties, or (z) the Purchased Property, including by:

(i) commencing or continuing in any manner any action or other proceeding of any kind against any FFIC Released Parties or against any of their respective property or assets;

(ii) enforcing, attaching, collecting, or recovering, or seeking to accomplish any of the preceding, by any manner or means, any judgment, award, decree, or order against any FFIC Released Parties or against any of their property or assets;

(iii) creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind against any FFIC Released Parties or against their respective property or assets;

(iv) asserting, implementing, or effectuating any such Claim of any kind against: (A) any obligation due to any of the FFIC Released Parties, (B) any of the FFIC Released Parties, or (C) the property or assets of any FFIC Released Parties;

(v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of this Order; and

(vi) asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any FFIC Released Parties or against their respective property or assets.

The actions described in this Paragraph 20 are "**Enjoined Actions**," and the injunction set forth herein is the "**Settling Insurer Injunction**." The Settling Insurer Injunction shall be a permanent injunction against the Enjoined Actions and may not be modified, dissolved, or terminated.

21. The Settling Insurer Injunction shall be effective upon the occurrence of the Settlement Agreement Effective Date and FFIC's payment of the Settlement Amount pursuant to the terms of the Agreement. In a successful action to enforce this Settling Insurer Injunction in

response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

22. The Settling Insurer Injunction shall not enjoin (a) the right of any Person or Entity against the Trust or a Non-Settling Insurer, or (b) the Trustee from enforcing the Trust Documents.

Additional Provisions

23. From and after the date hereof, no Person or Entity shall take or cause to be taken any action that would adversely affect or interfere with the transfer of the Purchased Property to FFIC in accordance with the terms of the Agreements and this Order.

24. This Court hereby retains jurisdiction, regardless of whether a Chapter 11 plan has been confirmed in the Bankruptcy Case and consummated and irrespective of the provisions of any such plan or order confirming such plan, to enforce and implement the terms and provisions of the Agreement, all amendments thereto, any waivers and consents thereunder, and of any agreement(s) executed in connection therewith in all respects, including but not limited to retaining jurisdiction to: (a) compel delivery of the Purchased Property to FFIC in accordance with the terms of the Agreement; (b) resolve any dispute, controversy, or claim arising under or related to the Agreement, or the breach thereof; and (c) interpret, implement, and enforce the provisions of this Order and resolve any disputes related thereto.

25. Nothing contained in any plan confirmed in the Bankruptcy Case or any order of this Court confirming such plan shall conflict with or derogate from the provisions of the Agreement or the terms of this Order.

26. This Order shall not limit or preclude the entry or effectiveness of any additional releases or injunctions that may be granted protecting the FFIC Released Parties in connection with, or as part of, any order confirming a Chapter 11 plan.

27. The transactions contemplated by the Agreement are undertaken by FFIC in good faith, as that term is used in Section 363(m) of the Bankruptcy Code. FFIC is a good faith purchaser of the Purchased Property and is entitled to all the protections afforded by Section 363(m) of the Bankruptcy Code. Accordingly, any reversal or modification on appeal of the authorization provided herein to consummate the Sale Transaction shall not affect the validity of the Sale Transaction to FFIC.

28. FFIC has given substantial consideration under the Agreement for the benefit of the Debtor, its estate, and creditors, along with the other Stephan Insureds and Covered Parties. Such consideration given by FFIC constitutes valid and valuable consideration for the Purchased Property and the releases set forth in the Agreement, including, without limitation, the extinguishment and release of all Interests pursuant to this Order. The consideration provided by FFIC for the Purchased Property under the Agreement is fair and reasonable; accordingly, the purchase may not be avoided under Section 363(n) of the Bankruptcy Code.

29. The terms and provisions of the Agreement and this Order shall be binding notwithstanding any subsequent appointment of any Trustee(s), examiner(s), or receiver(s) under

any Chapter of the Bankruptcy Code or any other law; and all such provisions and terms shall likewise be binding on such Trustee(s), examiner(s), or receiver(s) and shall not be subject to rejection or avoidance by the Debtor, its estate, its creditors, or any examiner(s) or receiver(s).

30. The failure specifically to include any particular provision of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Agreement and the Parties' performance thereof be authorized and approved in its entirety.

31. Pursuant to the provisions of the Agreement, the Debtor and FFIC each are authorized to take, or cause to be taken, all appropriate action to do, or cause to be done, all things necessary, proper, or advisable under applicable law or otherwise to consummate and make effective the transactions contemplated by the Agreement.

32. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

33. All obligations of the Debtor under the Agreement shall be deemed administrative expenses of the estate under Sections 503(b) and 507(a)(1) of the Bankruptcy Code.

34. Each and every federal, state, and local governmental agency or department is hereby directed to accept this Order in lieu of any document necessary to consummate the transactions contemplated by the Agreement and this Order.

35. The Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the Parties, in a writing signed by the applicable Parties, and in accordance with the terms thereof, without further order of this Court; *provided* that such modification, amendment, or supplement does not constitute a material change to the relief sought in the Motion and approved by this Order.

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Exhibit B-1

Form of Channeling Injunction

1. Pursuant to section 524(g) of the Bankruptcy Code, from and after the Effective Date, the sole recourse of any Holder of a Channeled Claim on account of such Channeled Claim shall be to the Talc Personal Injury Trust pursuant to Section VIII.C.1. of the Plan and the Talc Personal Injury Trust Distribution Procedures, and such Holder shall have no right whatsoever at any time to assert its Channeled Claim against any Protected Party or any property or interest in property of any Protected Party. On and after the Effective Date, all present and future Holders of Channeled Claims shall be permanently and forever stayed, restrained, barred and enjoined from taking any of the following actions for the purpose of, directly, indirectly, or derivatively, collecting, recovering, or receiving payment of, on, or with respect to any Channeled Claim other than from the Talc Personal Injury Trust pursuant to the Talc Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures:

(a) commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum in any jurisdiction around the world against or affecting any Protected Party or any property or interests in property of any Protected Party;

(b) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interests in property of any Protected Party;

(c) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interests in property of any Protected Party;

(d) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interests in property of any Protected Party; and

(e) proceeding in any manner in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Talc Personal Injury Trust, except in conformity and compliance with the Talc Personal Injury Trust Agreement and the Talc Personal Injury Trust Distribution Procedures.

EXECUTION COPY

Exhibit B-2

Form of Gatekeeper Injunction

To the extent permitted by law, no Enjoined Party[5] may commence or pursue against any Protected Party (a) a Talc Personal Injury Claim or (b) any other Claim or cause of action that arose, arises from, or is related to a Talc Personal Injury Claim, the Chapter 11 Case, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the wind-down or reorganization of the business of the Debtor, the Reorganized Debtor, the administration of the Trust, or the transactions in furtherance of the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or cause of action represents a colorable Claim against a Protected Party and (ii) subject in all respects to the injunctions contained herein (including the Talc Personal Injury Channeling Injunction and Insurance Entity Injunction) or in any Sale Order (including the Settling Insurer Injunction), specifically authorizing such Enjoined Party to bring such Claim or cause of action against any such Protected Party. The Bankruptcy Court will have concurrent jurisdiction (x) to determine whether a Claim or cause of action is colorable and, to the extent legally permissible, (y) to adjudicate the underlying colorable Claim or cause of action.

For the avoidance of doubt, this Gatekeeper Injunction does not apply to Claims commenced for the purpose of seeking recovery from Non-Settling Insurers.

[5] "**Enjoined Party**" means all Persons who have held, hold, or may hold Claims or causes of action that have been released or discharged or are subject to exculpation, the Channeling Injunction, or the Settling Insurer Injunction, pursuant to the Plan, the Plan Confirmation Order, or the Sale Order.

<u>Exhibit C</u>

Time-Bar Exclusion

No suit to recover on account of loss under this insurance shall be brought unless commenced within two years from the date when the occurrence giving rise to the loss began; regardless of the insured's knowledge of such occurrence.

Annex II

Declaration

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
www.flmb.uscourts.gov

In re: THE STEPHAN CO., Debtor.[1]	Chapter 11 Case No. 8:25-bk-08937-CPM

DECLARATION OF HENRY JACOBI, DEBTOR'S CHIEF EXECUTIVE OFFICER, IN SUPPORT OF DEBTOR'S MOTION PURSUANT TO SECTIONS 105(a) AND 363 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 6004 AND 9019(a) FOR AN ORDER (I) APPROVING THE FFIC SETTLEMENT AGREEMENT, RELEASE AND POLICY BUYBACK, (II) APPROVING THE SALE OF THE FFIC POLICIES FREE AND CLEAR, (III) ENJOINING CLAIMS, AND (IV) GRANTING RELATED RELIEF

I, Henry Jacobi, declare and state as follows:

1. I am the Chief Executive Officer of The Stephan Co. (the "**Debtor**"). I have served in this role since October 2023. In my capacity as CEO, I am familiar with the Debtor's business operations, financial condition, and matters relevant to the Chapter 11 Case.

2. I submit this Declaration in support of the *Debtor's Motion Pursuant to Sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 9019(a) for an Order (I) Approving the FFIC Settlement Agreement, Release and Policy Buyback, (II) Approving the Sale of the FFIC Policies Free and Clear, (III) Enjoining Claims, and (IV) Granting Related Relief* (the "**Motion**").[2] The Motion seeks approval of a proposed compromise and settlement by and among the Debtor (on behalf of itself and the Additional Insureds) and FFIC, as set forth in

[1] The last four digits of the Debtor's federal tax identification number are 6812. The Debtor's mailing address is 2211 Reach Road, Suite B4, Williamsport, Pennsylvania 17701.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion or the Agreement.

the Agreement attached to the Motion as Exhibit A, and authorization for the Debtor (on behalf of itself and the Additional Insureds) to sell the Purchased Property to FFIC free and clear of all Interests, and related injunctions and relief, all as more fully described in the Motion and Agreement.

3. I make this Declaration based on my personal knowledge, information supplied to me by members of the Debtor's management team and advisors, my review of relevant documents, and my oversight of the Debtor's restructuring efforts. If called to testify, I could and would testify competently to the facts set forth herein.

BACKGROUND

4. On November 26, 2025 (the "**Petition Date**"), the Debtor commenced with this Court a case under chapter 11 of the Bankruptcy Code (the "**Chapter 11 Case**") to address and comprehensively resolve the Debtor's liability for talc- and/or asbestos-related personal injuries.

5. The Debtor faces significant potential liability resulting from an increasing number of lawsuits alleging personal injuries caused by exposure to talc, including talc allegedly contaminated with asbestos, that was manufactured and sold by a company, Old 97 Co., that became a subsidiary of, and was later merged into, the Debtor (the "**Talc Personal Injury Claims**"). As of the Petition Date, the Debtor had been named as a defendant in over 700 cases with more than 500 cases still pending and asserting Talc Personal Injury Claims.

6. Prior to the Petition Date, FFIC issued or allegedly issued certain liability insurance policies to the Debtor and/or its predecessors (the "**FFIC Policies**") under which the Debtor alleges it is entitled to insurance coverage for Talc Personal Injury Claims; the known FFIC Policies are listed on Schedule 1 to the Agreement.

THE AGREEMENT AND THE DEBTOR'S BUSINESS JUDGMENT

7. The Debtor and FFIC began settlement negotiations prior to the Petition Date. The proposed transaction with FFIC is structured as a buyback of FFIC Policies and related rights and claims (defined as the "**Purchased Property**") under Section 363(f) of the Bankruptcy Code, and a compromise and settlement under Rule 9019 of the Federal Rules of Bankruptcy Procedure. As set forth in greater detail therein, the Agreement provides that the Debtor (on behalf of itself and the Additional Insureds) will sell, and FFIC will purchase, the Purchased Property free and clear of all Interests of any Person, and the parties will exchange certain releases, subject and pursuant to the terms of the Agreement. Terms of the Agreement have been incorporated into the plan of reorganization the Debtor filed in this Chapter 11 Case (the "**Plan**") [Docket No. 175], with such Plan providing for, among other things, the creation of a section 524(g) trust (the "**Trust**") to fund distributions to holders of Talc Personal Injury Claims, which trust will be funded, in part, by the proceeds of the sale of the Purchased Property (with the remainder covering administrative costs of the chapter 11 case).

8. Under the Agreement, in exchange for the Settlement Amount, the Debtor (on behalf of itself and the Additional Insureds) will sell the Purchased Property (including the FFIC Policies and certain claims) to FFIC free and clear of all Interests and will release the FFIC Released Parties from (among other things): any and all past, present, and future Talc Personal Injury Claims; Claims that, directly or indirectly, are under, arise out of, relate to, or connect with the FFIC Policies, Talc Personal Injury Claims, or the Chapter 11 Case (including Barred Claims); and Estate Causes of Action, all as set forth in the Agreement. Upon the occurrence of the Settlement Agreement Effective Date and FFIC's payment of the Settlement Amount, FFIC will release the Debtor from any and all past, present, and future Claims that, directly or indirectly,

arise out of, relate to, or are in connection with the FFIC Policies, and all Claims that, directly or indirectly, arise from, relate to, or are in connection with the Talc Personal Injury Claims or the Chapter 11 Case; and FFIC will be entitled to the benefits of certain injunctions under the Approval Order enforcing, among other things, the free and clear nature of the sale.

9. In negotiations with FFIC and evaluating the Agreement, the Debtor consulted with its professionals, including lead bankruptcy counsel Verrill Dana LLP ("**Verrill**"), and insurance counsel at Verrill. Litigation risks, insurance defense strengths and weaknesses, the parties' respective positions in litigation or mediation, and the strengths, weaknesses, and potential settlement values of various claims asserted against the Debtor were all factors that the Debtor considered in connection with this analysis.

10. As part of its evaluation of the proposed settlement with FFIC, the Debtor considered the potential liability of the Debtor for the Talc Personal Injury Claims. The Debtor considered other possible ways to monetize the value of its insurance policies (including the FFIC Policies). Ultimately, however, the Debtor determined, in the exercise of its business judgment, that the certainty of a negotiated settlement with FFIC was in the best interest of the Debtor, its estate, and holders of Talc Personal Injury Claims. This was particularly the case given that the amount being paid for the Purchased Property was equal to the full amount of remaining liability coverage under the applicable FFIC Policies.

11. After conferring with the professionals employed by the Debtor, I believe that the Agreement represents a fair and reasonable compromise and that it is in the best interest of the Debtor's estate and all of its creditors, but specifically the talc claimants. More specifically, entering into the Agreement will result in a cash infusion approximately $7 million into the

Debtor's estate to fund the Trust and pay administrative claims. Without the settlement proceeds, the Debtor would be unable to fund the costs of administration.

12. For all of those reasons, it is my belief that the Debtor is exercising sound business judgment by entering into the Agreement.

I hereby declare under penalty of perjury that, after reasonable inquiry, the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: 4/22/2026

Henry Jacobi
Chief Executive Officer
The Stephan Co.