REDACTED VERSION

POOR QUALITY ORIGINAL

JONES-HAMILTON CO.
30354 TRACY ROAD
WALBRIDGE, OHIO 43465-9792

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FAX: (419) 666-1817
www.jones-hamilton.com

August 28, 2009

RECEIVED
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SUPERFUND DIV.
TECHNICAL & ENFORCEMENT
BRANCH (6SF-T)

VIA FEDERAL EXPRESS
Ms. Jamie Bradsher, Enforcement Officer
Superfund Enforcement Assessment Section (6SF-TE)
U.S. EPA, Region 6
1445 Ross Avenue
Dallas, Texas 75202-2733

Re: Jones-Hamilton Co.
Response to Request for Information Pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA" or "Superfund," 42 United States Code (U.S.C.) § 9601, et. seq.)

Site: Norphlet Chemical Superfund Site
Norphlet, Union County, Arkansas
SSID No. A6N8

Dear Ms. Bradsher:

Pursuant to correspondence dated July 15, 2009 from Samuel Coleman of Region 6 of the United States Environmental Protection Agency ("U.S. EPA"), and without admission of any fault, violation, or liability, and with full reservation of any and all defenses and objections, Jones-Hamilton Co. ("JHC") hereby submits its responses to U.S. EPA's Request for Information regarding the Norphlet Chemical Superfund Site located in Norphlet, Arkansas ("Information Request"). JHC's responses are based on a thorough review of the relevant records in its custody, control, or possession, and on discussions with appropriate JHC personnel and employees.

To the extent that additional relevant information is discovered, JHC will provide it to your office promptly.

Very truly yours,

Robert L. James
President & CEO

Enclosures
cc: Richard E. Wolff, Esq.
Shane A. Farolino, Esq.

9128209

JONES-HAMILTON CO.'S RESPONSE TO U.S. EPA'S REQUEST FOR INFORMATION FOR THE NORPHLET CHEMICAL SUPERFUND SITE LOCATED IN NORPHLET, ARKANSAS

Jones-Hamilton Co. ("JHC") hereby responds to U.S. EPA's Information Request with regard to the Norphlet Chemical Superfund Site located in Norphlet, Arkansas (the "Site").

Before responding to the individual Information Requests, JHC hereby interposes a continuing objection to the Information Request, and the "Instructions" included with the Information Request. To the extent the letter enclosing the Instructions and the Information Requests is deemed to contain instructions to JHC in responding to the Information Requests, JHC objects to this letter as well. JHC interposes this objection because the Information Requests, the Instructions and the cover letter thereto exceed U.S. EPA's information gathering authority pursuant to 42 U.S.C. Section 9604(e).

In addition, JHC hereby reserves the right to raise objections to the Information Requests, including the Instructions and cover letter, in the future.

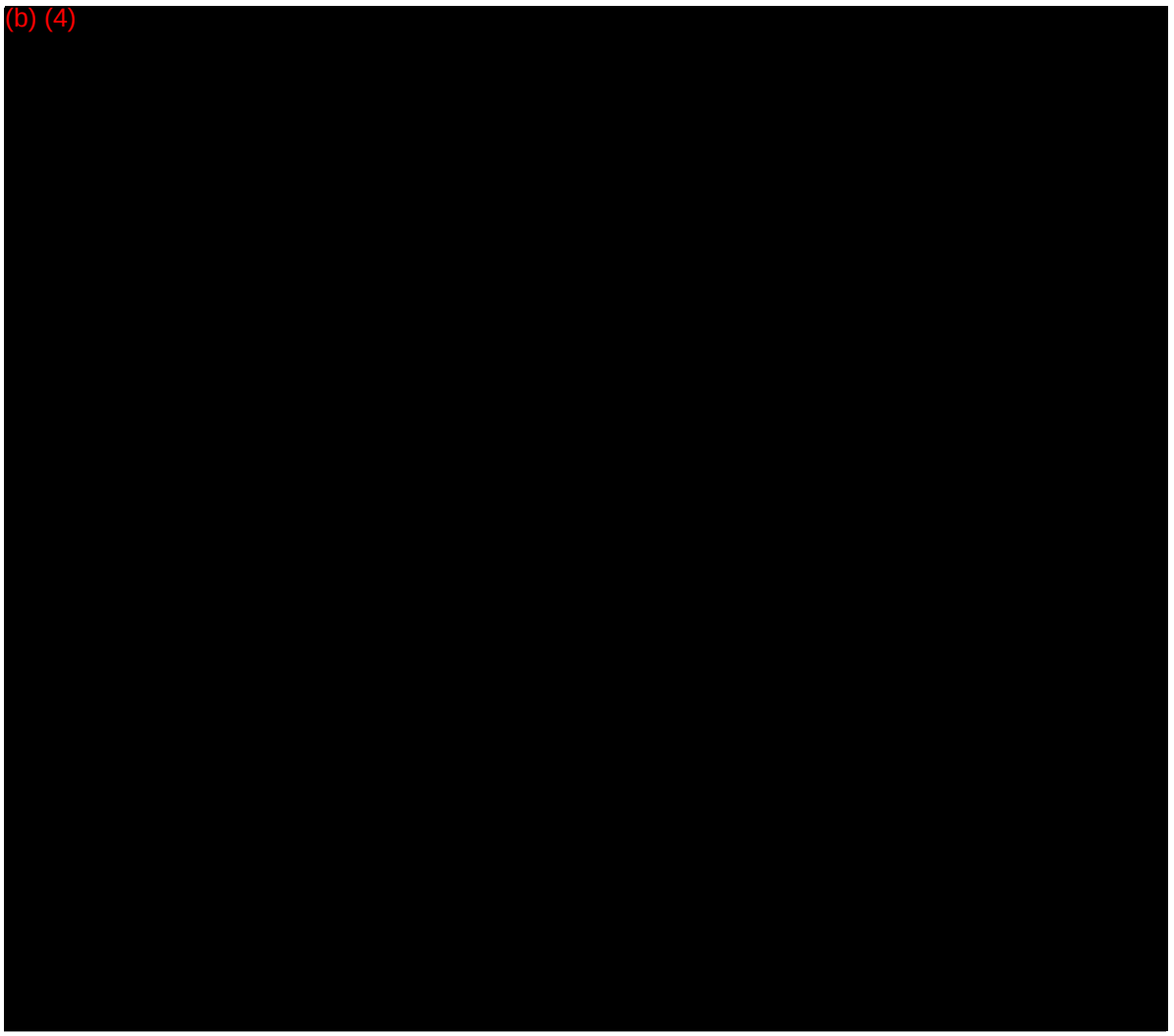
Subject to and without waiving this objection and reservation of rights, and without admission of any fault, violation, or liability, JHC responds as follows to U.S. EPA's Information Request:

INFORMATION REQUESTS

1. Identify the person(s) that provide the answers to the questions below on behalf of Jones-Hamilton Company (JHC).

(b) (4)

(b) (4)



2. Describe any activities and roles of the Jones-Hamilton Company (JHC) at the Norphlet Chemical Inc., Norphlet, Arkansas (NCI) facility (the Site). Identify and produce copies of all documents associated with any JHC activities and roles described in response to this question.

RESPONSE:

JHC began its involvement with Norphlet Chemical Inc. ("NCI") via a third party, Tulstar Products, as a marketer of hydrochloric acid ("HCl"). Early in 2006, Tulstar had the rights to the HCl to be produced at the Site and JHC contracted with them to market the product. In August of 2006, JHC decided to provide financial assistance to NCI and it was at this time that Tulstar gave the rights to the HCl back to NCI. From this point forward, JHC's contract to market the HCl was with NCI. At various points from August of 2006 until September of 2008, JHC loaned funds to NCI. The primary use of the funds was for completion of NCI's plant. In 2007, JHC began to use a portion of the Site as an HCl terminal operation so that JHC could maintain existing business in the area and start the process of developing new local business. This involved taking delivery of HCl from other locations and utilizing the storage tanks and the Site to off load HCl into tank trucks for delivery to local end users. JHC's HCl terminal operations on the Norphlet site ceased in April, 2009.

Copies of the HCl contract, the loan agreements, a record of the HCl transfers at the Site, and all other documents associated with any JHC activities and roles at the Site are included with the response to this Information Request.

To the extent that JHC locates additional documents pertinent to any JHC activities and roles described in response to this question, JHC reserves the right to supplement this answer and all other answers to this Information Request and will produce copies of any relevant documents and records which are not already in U.S. EPA's custody, control or possession, provided, however, that if additional documents retrieved by JHC do not contain references to the Site or do not relate to "the identification, nature, and quantity of materials which have been or are generated, treated, stored, or disposed of at [the Site] or transported to" the Site, or to "the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at or from" the Site, (42 U.S.C. Section 9604 (e)), JHC reserves the right to object to this Information Request and refrain from producing copies of such documents with any supplemental Information Request response.

3. For any JHC officers, directors, and employees involved in matters described in response to question number 2 above, identify such person(s) and their job title and responsibilities at both JHC and the Site. Identify and produce copies of any documents associated with any persons named in response to this question in connection with their involvement in such activities at the Site, unless already provided in response to question number 2 above.

RESPONSE:

Robert James Jones-Hamilton Co. 30354 Tracy Road Walbridge, Ohio 43465 rjames@jones-hamilton.com	President and CEO of Jones-Hamilton Co. (In charge of managing and running JHC)
Brian Brooks Jones-Hamilton Co. 30354 Tracy Road Walbridge, Ohio 43465 bbrooks@jones-hamilton.com	Chief Financial Officer of Jones-Hamilton Co. (In charge of financial operations and financial systems of JHC)
Evert Talbot Jones-Hamilton Co. 30354 Tracy Road Walbridge, Ohio 43465 etalbot@jones-hamilton.com	Chemical Division Manager of Jones-Hamilton Co. (Arranges sales, purchases and distribution of HCl for JHC)

At the time of JHC's initial loan to NCI, Robert James was named to the NCI board of directors and Brian Brooks was appointed as an ex-officio (non-voting)

member of the NCI board of directors. In January of 2008, Evert Talbot was appointed to the NCI board of directors. In addition to their board positions, Mr. James, Mr. Brooks and Mr. Talbot were members of the Norphlet Operating Committee, whose function was to oversee the evaluation of the feasibility of production of the Site in 2008. Mr. Talbot was in charge of the evaluation of the feasibility of production at the Site from January, 2008, until October, 2008. There was no production at the Site in 2008; consultants, engineers and other contractors were brought in to evaluate the time, money, equipment and materials necessary to make the plant operational. The Operating Committee concluded in October, 2008, that it would be too expensive to get the project up and running.

4. List the dates and time frames during which JHC was involved in any matters described in response to questions number 2 and 3 above. Identify and produce any copies of any documents associated with your response to this question, unless already provided in response to questions number 2 and 3 above.

RESPONSE:

Please see the response to Information Request 2 above.

5. Describe the role of JHC as it pertains to the contractual agreement to purchase HCL from NCI. Identify and produce copies of the contract/agreement regarding the JHC purchase of HCL from NCI and any related documents, including financial documents, unless already provided in response to questions number 2 through 4 above.

RESPONSE:

Please see the response to Information Request 2 above.

6. What was your involvement with Tulstar, if any, in connection with the NCI facility or the Site, including a description of any activities and dates and time frames for the same? Identify and produce copies of any related documents, including any agreements, contracts, invoices, and the like, unless already provided in response to questions number 2 through 5 above.

RESPONSE:

Please see the response to Information Request 2 above.

7. What involvement did JHC have with the production, storage, or disposal of HFC-134a, or its process wastes or by-products at the Site? Explain in detail. Identify and produce copies of any related documents, unless already provided in response to questions number 2 through 6 above; and identify any persons knowledgeable of this issue.

RESPONSE:

JHC was not involved with the production, storage, or disposal of HFC-134a, or its process wastes or by-products at the Site. JHC served only as a marketer of HCl.

As board members of NCI, Messrs. James, Brooks and Talbot were aware of a request from NCI employees to contract with Clean Harbors to remove and properly dispose of waste acid, tars and tantalum stored in plastic totes at the NCI facility in June, 2008. The NCI Board authorized payment to Clean Harbors for such removal and disposal.

8. Describe JHC's relationship with Mexichem, if any. Identify and produce any documents, including contracts, agreements, and invoices, related to such relationship in connection with the Site, unless already provided in response to questions number 2 through 7 above; and identify any persons knowledgeable of this relationship.

RESPONSE:

Not applicable. JHC had no relationship with Mexichem whatsoever.

9. Identify and describe JHC's corporate organization, including state of incorporation, principal place and nature of its business, officers, directors, stockholders, and any subsidiary or parent corporations. Identify and produce any documents related to your response to this question, unless already provided in response to questions number 2 through 8 above.

RESPONSE:

Since January 1, 2006, JHC has been an Ohio corporation, and is located at 30354 Tracy Road, Walbridge, Ohio 43465, **www.jones-hamilton.com**. The full name of JHC is Jones-Hamilton Co. JHC has no parent or subsidiary companies. JHC is an employee-owned company that was initially formed in California during the 1950's. JHC is a manufacturer and marketer of sodium bisulfate and HCl. JHC is also a reseller of HCl. JHC products are sold throughout the world, but its primary markets are located in North America. JHC is governed by a five person board of directors. The board is comprised of the following members: Kern Hamilton, Robert James, Richard Elwood, Bernie Murphy and Brian Brooks. The contact information for Robert James and Brian Brooks is included in the responses to Information Requests 1 and 3 above. The contact information for the other three directors is as follows:

Kern Hamilton — Director
Jones-Hamilton Co.
30354 Tracy Road
Walbridge, Ohio 43465

Richard Elwood
Jones-Hamilton Co.
30354 Tracy Road
Walbridge, Ohio 43465

Director

Bernie Murphy
Jones-Hamilton Co.
30354 Tracy Road
Walbridge, OH 43465
bmurphy@jones-hamilton.com

Director, Vice President-Operations

10. State whether there are any corporate relationships between JHC and NCI and describe those relationships, if any. Identify and produce any documents related to such relationships in connection with the Site, unless already provided in response to questions number 2 through 9 above; and identify any persons knowledgeable of such relationships.

RESPONSE:

There are no corporate relationships between JCH and NCI except as described in response to Information Request 2 above.

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JONES-HAMILTON CO.
RESPONSE TO REQUEST FOR INFORMATION
REGARDING NORPHLET CHEMICAL SUPERFUND SITE,
NORPHLET, UNION COUNTY, ARKANSAS

SSID NO. A6N8

DOCUMENTS PRODUCED IN RESPONSE TO
INFORMATION REQUEST NO. 3

In attendance 10/19 x

Norphlet Chemical Inc.
~~Board Meeting~~
July 20, 2006

Members Present:

x John Garrison	Jesse Spector
x Jeff Garrison	x Charles Long
x David Henry	x Don Dodson
W. L. Cook	x Fred Bates
Scott Reed	x Jim Crotty

Also present: Vic Forte and Ronnie Jackson

John Garrison welcomed the board and Scott Reed opened the meeting with prayer.

David Henry read the board minutes of the April 20, 2006 board meeting. W.L. Cook made a motion to approve them as read with Jim Crotty seconding. The motion carried. David then read the minutes of the June 16, 2006 shareholder's meeting. W.L. Cook made a motion for information purposes to approve the minutes as read with Don Dodson seconding. The motion carried. The minutes will receive final approval at the next shareholder's meeting. David then presented the June 30, 2006 financial statements. He said that we had received the audit report from the independent accountants for the year ending December 31, 2005. We had received an unqualified opinion and that he would send a copy to the directors with the minutes of this meeting. W.L. Cook made a motion to approve the financial statements as presented with Jim Crotty seconding. The motion carried.

John Garrison presented the current status of the construction of the plant. He said that we had been in communication with a company named Jones-Hamilton about an investment in our company. Jones-Hamilton would invest cash for a negotiated price on the HCL we will produce as a by product to 134a. The amount of the investment would be in the three to three and one half million dollars. W.L. Cook asked if Tulstar would agree to this since the HCL belongs to them. John said they would. John then said that the local doctor group is still interested in investing, but has not made a decision as of this date. Stephens Inc. has decided not to invest in our project. W.L. Cook then asked if this contribution would bring the plant on line. John said that with this contribution and the $750,000.00 loan from ADFA we will be able to complete the project. Ronnie Jackson was asked when we would start the plant after the necessary funding is received. He estimated ten to twelve weeks. Jim Crotty asked if we had an idea as to when the government might ban 134a. John said that it may happen in ten to fifteen years.

John then gave an update on the ethanol project. He said that after a visit to the plant we had made an offer to buy the plant as it sits in Louisiana and operate it there. The offer was refused, but the equipment is for sale. We will continue to study the feasibility of buying and moving the equipment to Norphlet.

Vic Forte then gave an update of what our men had accomplished in one month since Systems Contracting had pulled their crew. He said that we have the total support of the crew and that none of them had left because of the current financial situation.

Scott Reed and W.L. Cook then said that the board appreciates what the management team and employees had accomplished on the project.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary of the Board

David Henry will step down to ex-officio to allow RJ to be elected
Brian will also become ex-officio also.

Norphlet Chemical Inc.
Balance Sheet
September 30, 2006

Assets

Current Assets		
Cash	89,108	
Petty Cash	1,656	
Loans Receivabe-Other	1,000	
Total Current Assets		**91,764**
Property, Plant & Equipment		
Plant Construction in Progress	5,243,856	
Railraod Construction in Progress	1,057,423	
Furniture & Fixtures	19,484	
Equipment	445,231	
Computer Equipment	33,745	
Land	307,296	
Cost Property Plant & Equipment		7,107,035
Accumulated Depreciation		
Furniture & Fixtures	-1,082	
Equipment	-3,735	
Total Accumulated Depreciation		-4,817
Net Property, Plant & Equipment		**7,102,218**
Other Assets		
Utility Deposit	8,500	
Total Other Assets		8,500
Total Assets		**7,202,482**

Liabilities & Equity

Current Liabilities		
Accounts Payable	1,551,722	
Payroll Taxes Payable	33,821	
Short Term Bank Loan	30,016	
Total Current Liabilities		**1,615,559**
Long Term Notes Payable		**6,730,819**
Total Liabilities		**9,371,803**
Equity		
Common Stock	101,000	
Retained Earnings	-484,440	
Current Year Net Income	-1,785,881	
Total Equity		**-2,169,321**
Total Liabilities & Equity		**7,202,482**

Norphlet Chemical Inc.
Income Statement
September 30, 2006

Sales	**0**

Gross Profit on Sales	**0**

Expenses	Sept	**YTD**
Salaries	102,090	947,820
Payroll Taxes	8,487	72,787
Employee Benefits Expense	26,701	191,320
Intrest Expense	40,586	101,830
Professional Fees	1,875	107,027
Insurance Expense	27,233	186,928
Supplies	4,762	85,209
Contract Labor	292	7,142
Utilities	3,669	28,592
Travel Expenses	0	14,228
Other Expenses	1,405	42,998

Total Expenses	217,100	**1,785,881**

Net Income	**-1,785,881**

Some to be capitalized
all "plant" W+S. 50% of [illegible]

Risk JH
Thin Eq.

Norphlet Chemical Inc.

Board Meeting
April 26, 2007

1. **Welcome**

2. **Board Minutes January 18, 2007**

3. **Financials March 31, 2007**

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4. **Project Status**

John - start up in next 30 days.
David - audit due shortly — all Dir will receive
Tax return Friday 4/27.
Rail tax cr 25% of cost for start up 1/1/07 - 12/31/07
(reduces basis)
Minutes + financials approved
John - we will be "real, real close in 30 days.
Vic - 4 Elec contractors
10 Welding contractors
+ NCI crew

34, then hire up to 44
(2 are off right now)

4+10+32 = 46
× 8
368 hr/d
× 21 days
~~7360~~
7728

Process piping 50% complete (major need)
Vic 6 weeks, getting 1900 hrs/wk.
All cooling lines will be comp this wk.
Final major piece of eqpt. (2nd HCl tails tower) to be set after
All cooling eqpt - say next wk.
David - refi all cash debt 8.8 mm; borrow +11 mm
St of AR 2.285 + 1.5 + .75 ≅ 4.7 avg r 6.8%
JH 2.0 New 7.25
SH 2.1
8.8
Other? 2.2
11.0

Norphlet Chemical Inc.
Board Meeting
January 18, 2007

Members Present:

John Garrison	Charles Long
Jeff Garrison	Jim Crotty
Billy Spector	Scott Reed
Bob James	Don Dodson
Fred Bates	W.L. Cook

Also present: David Henry, Vic Forte and Ronnie Jackson
Brian Brooks of Jones-Hamilton Co.

John Garrison welcomed the board and asked Scott Reed to open the meeting in prayer.

David Henry read the board minutes of the October 19, 2006 board meeting. Charles Long made a motion to approve them as read with Jeff Garrison seconding. The motion carried. David then presented the December 31, 2006 financial statements. W.L. Cook made a motion to approve the financial statements as presented with Fred Bates seconding. The motion carried.

John then gave an update on the status of the plant. Vic Forte then gave an update of what our men had accomplished since the last board meeting. He gave the status on the pumps and heat exchanger orders and the additional number of employees to be hired before start up. There was a lengthy discussion on the start-up date projection.

John then presented a request to the board to hire Dr. Randy Belter. Dr. Belter is the chemist who did the lab work on 134a testing at the University of Southeastern Louisiana. He has left the university and John feels he would be beneficial during start-up and for other future projects. He also felt that if he were hired by any of our competitors, Dr. Belter's expertise would not be available to the company. Billy Spector asked if we had an estimated cost to bring Dr. Belter on board. John said around $70,000.00. Several board members expressed interest in having Dr. Belter here for a period of time that would include start-up, but expressed a concern of his benefits to the company after that period of time. Jim Crotty made a motion to have the company hire Dr. Belter with W.L. Cook seconding. The motion carried.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary of the Board

Norphlet Chemical Inc.
Balance Sheet
March 31, 2007

Assets

Current Assets		
Cash	197,833	
Petty Cash	1,656	
Loans Receivabe-Other	1,000	
Total Current Assets		**200,489**
Property, Plant & Equipment		
Plant Construction in Progress	6,592,073	
Railraod Construction in Progress	1,057,423	
Furniture & Fixtures	19,484	
Equipment	559,851	
Computer Equipment	33,745	
Land	307,296	
Cost Property Plant & Equipment		8,569,872
Accumulated Depreciation		
Furniture & Fixtures	-1,082	
Equipment	-3,735	
Total Accumulated Depreciation		-4,817
Net Property, Plant & Equipment		**8,565,055**
Other Assets		
Utility Deposit	18,500	
Total Other Assets		18,500
Total Assets		**8,784,044**

Liabilities & Equity

Current Liabilities		
Accounts Payable	1,445,160	
Payroll Taxes Payable	26,860	
Short Term Bank Loan	127,080	
Aflac Payable	310	
Total Current Liabilities		**1,599,409**
Long Term Notes Payable		**11,205,317**
Total Liabilities		**12,804,726**
Equity		
Common Stock	101,000	
Retained Earnings	-3,109,015	
Current Year Net Income	-1,012,667	
Total Equity		**-4,020,682**
Total Liabilities & Equity		**8,784,044**

Norphlet Chemical Inc.
Income Statement
March 31, 2007

Sales	**0**
Gross Profit on Sales	***0***

Expenses	**MAR**	**YTD**
Salaries	140,525	409,229
Payroll Taxes	10,750	33,835
Employee Benefits Expense	73,401	117,917
Intrest Expense	52	63,849
Professional Fees	0	6,405
Insurance Expense	0	87,728
Supplies	8,387	84,174
Equipment Rental Expense	8,092	21,082
Contract Labor	67,580	149,920
Utilities	6,634	22,955
Travel Expenses	0	665
Other Expenses	3,568	14,908
Total Expenses	318,989	**1,012,667**

Net Income	**-1,012,667**

Norphlet Chemical Inc.
Board Meeting
April 26, 2007

Members Present:

John Garrison	Jeff Garrison
Scott Reed	Fred Bates
Bob James	Don Dodson
W.L. Cook	Jim Crotty

Also present: David Henry, Vic Forte and Ronnie Jackson
Brian Brooks of Jones-Hamilton Co.

John Garrison welcomed the board and asked Scott Reed to open the meeting in prayer.

David Henry read the board minutes of the January 18, 2007 board meeting. W.L. Cook made a motion to approve them as read with Jeff Garrison seconding. The motion carried. David then presented the March 31, 2007 financial statements. Jim Crotty made a motion to approve the financial statements as presented with Fred Bates seconding. The motion carried. David discussed the tax credit that will be available to company related to the cost of the railroad project.

John then gave an update on the status of the plant. Vic Forte then gave an update of what our men had accomplished since the last board meeting. He complemented the quality of the contractor's work and the experience of the operators that we have hired. There was a lengthy discussion on the start-up date projection.

David then discussed the work that had been started on the consolidation of all of the company's debt. He said that there were institutions interested in the project after we have revenue history. Scott Reed then asked if we knew what the plant would be worth after operation started. Jim Crotty said there is a group in Baton Rouge that has informally offer $100 million after the first production of R134a. Jim Crotty made a motion to allow the company to investigate the consolidation of the company debt, with Scott Reed seconding. The motion carried.

John then presented a request to investigate a chicken litter burning project to produce hydrogen that could be used to produce ammonia. He said there is an ammonia plant that is shut down in northeast Oklahoma and an abundance of chicken housing in the surrounding three counties. The prototype chicken litter burning plant is located in Stamps, Arkansas. Jim Crotty made a motion to have the company investigate the project technical aspects with no cash expenditures at this time, with W.L. Cook seconding. The motion carried.

W.L. Cook then asked if there should be an executive committee of board members to help management review projects such as the chicken litter burning project. Bob James made a motion to nominate W.L. Cook, Scott Reed and Charles Long to the Executive Committee with Jeff Garrison seconding. The motion carried.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary of the Board

Norphlet Chemical Inc.
Board Meeting
October 18, 2007

1. **Welcome**

2. **Board Minutes July 19, 2007** ✓

3. **Financials September 30, 2007** ✓

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4. **Project Status**

5. **Company Financial Status**

6. **Stock Sale Pricing Policy**

10/18/07
4. Plant is mechanically completed - multiple problems 8/1 - 9/15.
needs addnl R/M mixing reactor (chem process) - proved
this need and identified eqpt 9/15 - 10/15.
will run "virtually at 100% rate" (the Chicago reactor +
the new mixing step)
100,000 lbs/day - desired running to rate of 134a
45,000 TPY HCl 90,000,000 lbs/yr
Lining - will wear at .02 inches/yr
3/16 liner ≅ .20 1/8 .125
Could be ready to install 10/22 if not req'd to re-line
Geisie Specter is looking for shaft + propeller.
Must be doing all of these tasks in parallel.
* * Worse case 3 weeks by 11/5
5. NCI/Abell $500,000 w/ some shareholders guarantee
JH 500,000
John made good case for our Sale/Assignment need.
x Left door open for JH to recover unpd. principal + margin
on product.
John will ask Tulstar to pay on delivery at NCI dock.
talking w/ Oachitah Bank,
Nelson Abell.

Norphlet Chemical Inc.
Board Meeting
July 19, 2007

Members Present:

John Garrison	Jeff Garrison
Scott Reed	Fred Bates
Bob James	Don Dodson
W.L. Cook	Charles Long
Billy Spector	

Also present: David Henry, Vic Forte and Ronnie Jackson
Brian Brooks of Jones-Hamilton Co., Nelson Abell

John Garrison welcomed the board.

David Henry read the board minutes of the April 26, 2007 board meeting. Bob James made a motion to approve them as read with Jeff Garrison seconding. The motion carried. David then presented the June 30, 2007 financial statements. Jeff Garrison made a motion to approve the financial statements as presented with Fred Bates seconding.

John then introduced Nelson Abell. Mr. Abell had loaned the company $1,500,000.00 for a ten (10) per cent interest in the company. The stock for the transaction was provided by John Garrison, Jeff Garrison and John Peterson. He said that there is the possibility of needing an additional $500,000.00 and that Mr. Abell has been approached about a second loan. The Executive Committee met to review an offer of 10% interest, 2 year term and a four(4.0) interest a LLC for five years. Mr. Abell said he not interested in a term, so the offer was amended to be a permanent interest by company management. W.L Cook said this is not what was approved by the committee. John Garrison said it is not necessary because of the resolution that was passed at the shareholder's meeting June 16, 2006. Billy Spector and W.L. Cook expressed their opposition to any dilution. David then presented an offer that had been received from the Long Brothers. He said their offer was their bank loan rate, two years and 1% interest in the LLC for each $100,000.00 drawn. David Henry said the estimated expenditures for August are $450,000.00. After a lengthy discussion, Fred Bates made a motion to accept the Nelson Abell loan offer subject to need and as a capped interest in the LLC with Jeff Garrison seconding. The motion carried with Charles Long, Billy Spector and W.L. Cook abstaining.

W.L. Cook then presented a deferred compensation proposal to compensate John Garrison, Jeff Garrison and John Peterson for the personal stock that they contributed to the Nelson Abell $1,500,000.00 loan. The agreement was approved by the Executive Committee on June 21, 2007. Scott Reed seconded the motion. The motion carried.

John then gave a status of the project. He said that we expect to start the plant after August 2, 2007. He said that he thinks there is a 50/50 chance of the plant staring up with no problems. The HCL should be sellable immediately and R134a should be on spec within 30 days if there are problems at start-up. Vic Forte said that 8 of the 14 contract welders left last week, with three more leaving this week. He said E&I work is 80% complete and we have passed the safety testing from our HF provider. The x-ray inspection has been completed with excellent results. He said we will start the plant at 25% capacity and be at full capacity within 24 hours if we have no problems. John then gave an update on the market analysis, pricing and market share.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary of the Board

Norphlet Chemical Inc.
Balance Sheet
September 30, 2007

Current Assets		
Cash	9,418	
Petty Cash	1,656	
Cash Debt Service Fund	249,842	
Loans Receivabe-Other	1,000	
Total Current Assets		**261,916**
Property, Plant & Equipment		
Plant Construction in Progress	10,465,007	
Railraod Construction in Progress	607,423	
Furniture & Fixtures	18,896	
Equipment	101,087	
Computer Equipment	47,403	
Computer Equipment in Progress	2,031	
Computer Software	3,596	
Land	318,465	
Cost Property Plant & Equipment		11,563,908
Accumulated Depreciation		
Furniture & Fixtures	-3,822	
Computer Software	-1,199	
Comuter Equipment	-11,750	
Equipment	-13,734	
Total Accumulated Depreciation		-30,505
Net Property, Plant & Equipment		**11,533,403**
Other Assets		
Utility Deposit	18,500	
Deferred Financing Costs	146,106	
Total Other Assets		164,606
Total Assets		**11,959,925**

Current Liabilities		
Accounts Payable	805,536	
Payroll Taxes Payable	229,379	
Short Term Bank Loan	21,803	
Interest Payable	110,674	
Aflac Payable	1,117	
Total Current Liabilities		**1,168,509**
Long Term Notes Payable		**15,193,503**
Total Liabilities		**16,362,012**
Equity		
Common Stock	1,010	
Additional Paid in Capital	249,990	
Retained Earnings	-1,360,243	
Current Year Net Income	-3,292,844	
Total Equity		**-4,402,087**
Total Liabilities & Equity		**11,959,925**

60-75% Some will be capitalized

Norphlet Chemical Inc.
Income Statement
September 30, 2007

Sales	**0**

Gross Profit on Sales	**0**

Expenses	**Sept**	**YTD**
Salaries	198,319	1,475,323
Payroll Taxes	19,193	118,918
Employee Benefits Expense	1,059	232,968
Intrest Expense	1,445	162,726
Professional Fees	0	34,035
Insurance Expense	0	219,448
Supplies	10,264	231,922
Equipment Rental Expense	2,480	76,700
Contract Labor	1,050	631,547
Utilities	21,869	74,053
Travel Expenses	0	3,233
Other Expenses	2,867	31,971
Total Expenses	258,546	**3,292,844**

Net Income	**-3,292,844**

Norphlet Chemical, Inc.
Projected 2007

	Atual YTD Sep-07	Projected Oct-07	Projected Nov-07	Projected Dec-07	Projected 4th QTR	Projected 2007
Sales	0	0	0	1,500,000	1,500,000	1,500,000
Less: Sales Discounts						
Net Sales	0	0	0	1,500,000	1,500,000	1,500,000
Cost of Goods Sold:						
Freight	0	0	0	0	0	0
Commissions	0	0	0	0	0	0
Environmental Service	0	0	0	0	0	0
Total	0	0	0	0	0	0
Gross Profit	**0**	**0**	**0**	**1,500,000**	**1,500,000**	**1,500,000**
Operating Expenses:						
Salaries & Wages	1,475,323	170,840	256,260	170,840	597,940	2,073,263
Employee Benefits	179,538	17,760	24,140	17,760	59,660	239,198
Insurance	395,694	73,695	39,479	39,479	152,653	548,347
Depreciation	0	0	0	0	0	0
Utilities	74,051	30,000	40,000	40,000	110,000	184,051
Interest	162,726	19,543	58,330	57,469	135,342	298,068
Maintenance	2,883	0	0	0	0	2,883
Safety & Training	3,150	0	0	0	0	3,150
Travel & Entertainment	6,753	0	0	2,500	2,500	9,253
Office Supplies	2,906	250	250	250	750	3,656
Accounting & Legal Fees	34,035	1,000	1,000	1,000	3,000	37,035
Lab & Shop Supplies	231,922	5,000	5,000	5,000	15,000	246,922
Licenses & Dues	4,189	1,000	500	0	1,500	5,689
Equipment Rent	76,700	3,000	3,000	3,000	9,000	85,700
Research & Development	0	0	0	0	0	0
Subcontracts	631,547	2,500	2,500	2,500	7,500	639,047
Taxes	0	0	0	0	0	0
Water Treatment	0	0	0	0	0	0
Advertising	0	0	0	0	0	0
Director Fees	0	0	0	0	0	0
Donations	2,437	0	0	0	0	2,437
Othr Expense	8,990	2,500	2,500	2,500	7,500	16,490
Total Operating Expense	**3,292,844**	**327,088**	**432,959**	**342,298**	**1,102,345**	**4,395,189**
Operating Income	-3,292,844	-327,088	-432,959	1,157,702	397,655	-2,895,189
Other Income & Expense	0	0	0	0	0	0
Net Earnings (Loss)	**-3,292,844**	**-327,088**	**-432,959**	**1,157,702**	**397,655**	**-2,895,189**
Cash Tranactions						
Loan Principal Payments	0	47,425	104,449	144,821	296,695	296,695
Long Brothers Loan Payment			100,000		100,000	100,000
Payroll Tax Payment		229,379			229,379	229,379
Total Cash Distributions	**0**	**276,804**	**204,449**	**144,821**	**626,074**	**626,074**
Net Cash Available	**-3,292,844**	**-603,892**	**-637,408**	**1,012,881**	**-228,419**	**-3,521,263**
No P&I Payments for QTR					**146,618**	

Immediate Cash Needs Next 2 Weeks	Amount	Additional	Amount
Payroll 10/19/07	92,000		
Payroll Taxes 10/5/07 Payroll	27,500	Yes	27,500
Trac-Works Payment	21,000		
Payroll Taxes	229,000		
New Reactor/Piping Modifications	30,000	Yes	30,000
Insulation R-2, New reactor, piping	50,000	Yes	50,000
R-2 Level Indicator	10,000	Yes	10,000
Reactor Temp & Pressure Indicators	3,000	Yes	3,000
Rupture Disks	1,000	Yes	1,000
Modifications CD-01	3,000	Yes	3,000
TT-13 Piping	5,000	Yes	5,000
R-3 Gaskets/Bolts	3,000	Yes	3,000
Creditor Payments	100,000	Yes	100,000
Total	**574,500**		**232,500**

Norphlet Chemical, Inc.
Projected 2008
Dec 2007 Start Up

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Ju
Sales	1,450,000	1,350,000	1,450,000	1,400,000	1,450,000	1,400,000	1,4
Less: Sales Discounts							
Net Sales	1,450,000	1,350,000	1,450,000	1,400,000	1,450,000	1,400,000	1,4
Cost of Goods Sold:							
Freight	0	0	0	0	0	0	
Commissions	0	0	0	0	0	0	
Environmental Service	6,250	6,250	6,250	6,250	6,250	6,250	
Total	6,250	6,250	6,250	6,250	6,250	6,250	
Gross Profit	**1,443,750**	**1,343,750**	**1,443,750**	**1,393,750**	**1,443,750**	**1,393,750**	**1**
Operating Expenses:							
Salaries & Wages	168,750	168,750	168,750	168,750	168,750	168,750	
Employee Benefits	25,000	25,000	25,000	25,000	25,000	25,000	
Insurance	58,000	58,000	59,000	58,000	58,000	59,000	
Depreciation	45,800	45,800	45,900	45,800	45,800	45,900	
Utilities	50,000	50,000	50,000	50,000	50,000	50,000	
Interest	20,060	18,921	125,826	125,558	165,152	226,621	
Total Operating Expense	**395,610**	**402,971**	**506,976**	**501,608**	**551,202**	**613,271**	
Operating Income	1,048,140	940,779	936,774	892,142	892,548	780,479	
Other Income & Expense	0	0	0	0	0	0	
Net Earnings (Loss)	**1,048,140**	**940,779**	**936,774**	**892,142**	**892,548**	**780,479**	

Cash Tranactions						
Loan Principal Payments	61,389	62,487	62,753	63,021	63,291	126,965
Shareholder distributions	471,663	423,351	421,548	401,464	401,647	351,216
Assume Fed/State at 45%						
Total Cash Distributions	**533,052**	**485,838**	**484,302**	**464,485**	**464,937**	**478,181**
Net Cash Available	**515,088**	**454,942**	**452,472**	**427,657**	**427,611**	**302,299**

Loan Interest	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul
ADED Bond Issue	8,616.67	7,741.67	7,741.67	7,741.67	7,741.67	7,741.67	7,7
ADED Grant	5,440.13	5,393.34	5,346.35	5,299.16	5,251.78	5,204.20	5,
ADFA	4,821.95	4,732.03	4,641.51	4,550.39	4,458.66	4,366.32	4,
Shareholders						13,900.00	13,
Jones-Hamilton 2.0mm Cash						190,706.87	13,
Jones-Hamilton 4.0mm Acid			107,171.70	107,171.70	107,171.70		
Trac Works	1,181.41	1,053.60	924.94	795.43	665.05	533.80	
Nelson Abell 1.5mm							119,
Nelson Abell/Hap Peterson .5mm			0.00		39,863.05	4,167.67	4
Total	20,060.16	18,920.64	125,826.17	125,558.35	165,151.91	226,620.53	167

Loan Principal	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	J
ADED Bond Issue	17,500.00	18,333.33	18,333.33	18,333.33	18,333.33	18,333.33	18
ADED Grant	11,230.65	11,277.45	11,324.44	11,371.62	11,419.00	11,466.58	1
ADFA	13,487.75	13,577.66	13,668.18	13,759.30	13,851.03	13,943.37	1
Shareholders						51,436.32	5
Jones-Hamilton 2.0mm Cash							4
Jones-Hamilton 4.0mm Acid							
Trac Works	19,170.87	19,298.68	19,427.34	19,556.85	19,687.23	19,818.48	1
Nelson Abell 1.5mm							
Nelson Abell/Hap Peterson .5mm						11,966.93	
Total	**61,389.27**	**62,487.12**	**62,753.29**	**63,021.10**	**63,290.59**	**126,965.01**	**1**

Norphlet Chemical Inc.
Board Meeting
January 17, 2008

Members Present:

John Garrison	Charles Long
Jeff Garrison	Jim Crotty
Billy Specter	Scott Reed
Jesse Specter	Don Dodson
Fred Bates	W.L. Cook
Bob James	

Also present: David Henry and Vic Forte of Norphlet Chemical
Evert Talbot of Jones-Hamilton
Scott Carter and Nelson Abell

John Garrison welcomed the board and asked Scott Reed to open the meeting in prayer.

David Henry presented the board minutes of the October, 18 2007 board meeting. W.L. Cook made a motion to approve them as presented with Charles Long seconding. The motion carried. David then presented the December 31, 2007 preliminary financial statements. Jim Crotty made a motion to approve the financial statements as presented with Fred Bates seconding. The motion carried.

John said that Jones-Hamilton spearheaded a financing plan to complete the plant or to convert the plant to produce another refrigerant gas if we are unable to produce 134a in plant. Bob James said that the funding would be provided by a group of current investors and Jones-Hamilton Company with the following requirements:

1. John Garrison would resign as CEO and from the Board. The proposal was amended to have John stay on the Board.
2. Jeff Garrison would step down as President of the Company and from the Board.
3. John Garrison, Jeff Garrison, and/or John Peterson would transfer stock to the company to reduce their joint ownership to twenty percent (20%) of the company. The stock would be held as treasury stock to be sold to raise capital to complete the project.
4. The plant will be shut down temporarily so that an evaluation by can be made by an outside 134a expert and process engineer to determine whether the design and equipment is capable of making 134a.
5. During the time of evaluation David Henry, Vic Forte, Jeff Garrison and 7 other employees would be retained to maintain the safety of the plant during the shut down. These employee's salary would be reduced by 25% during the shut down and the reduction would be repaid after 2 months of continuous operation and the original pay rate restored. The pay reduction part of the proposal has been removed from the proposal.

6. A general contractor would be hired to make the necessary physical changes to the plant recommended by the evaluation.
7. Evert Talbot would be the project director.

Bob then said that the preliminary cost estimate is at least $3,000,000 and that the commitment is to fund the project to completion.

Jim Crotty said the plan sounded good and asked if John, Jeff and John would receive some form of deferred compensation for the stock being transferred to the company. Bob James said no to any deferred compensation for this transaction.

Evert Talbot talked about the quality of the engineer to do the evaluation and that his initial impression is that this is a workable project.

Scott Reed asked why Randy Belter's report did not show us more on how to complete the project. Evert said his report was incomplete.

John Garrison discussed the role of Randy Belter as the chemist and Ronnie Jackson as the engineer. He also compared this project cost of $20,000,000 vs. $200,000,000 for the plant that ICI built.

Bob James said that current management had no definite plan to finish the plant. He said that there were three main risks to the company and the plant right now.

1. Payroll taxes–personal liability for the officers of the company
2. Vendors-possibility of forced bankruptcy
3. Environmental-danger to the community and sanctions from the government

Don Dodson then discussed the legal issues related to the proposal and the risks. W.L. Cook expanded on the payroll tax liability and IRS stance on payroll tax payment delays. W.L. Cook ask to have the proposal in writing. David Henry and Bob James went to David's office to type the proposal which is attached to minutes as an addendum.

John Garrison then asked if he could talk to Bob James in private. Bob said no, that this is a group effort. Bob said that there would be not private discussions or negotiations.

John Garrison asked for deferred compensation for the stock being transferred to the company. Jeff Garrison asked for the personal guarantees with Jones-Hamilton and the State of Arkansas to be released or substituted. Bob James again said no the deferred compensation and that Jones-Hamilton would release the Garrisons from their debt to Jones-Hamilton only. The State would be contacted about the personal guarantees on the debt from the State. There was no commitment to substitute the Garrisons personal guarantees to the State.

Jim Crotty then made a very emotional speech that the board must approve this plan because the alternatives to the individuals and his city in particular would be far worse.

He said that the future of Norphlet was at stake and the State would not consider the city for any future projects.

Jeff Garrison said that this was too short of time to make this decision because of his emotions from the previous night when he first heard the proposal. He said he was willing to vote no because of his personal interest being more important than the issues to the company. John Garrison again asked about deferred compensation. Bob James said that deferred compensation would be a deal breaker.

Bob James then made a motion to approve the proposal as amended with Charles Long seconding. The board members then noted that since a super majority of the shareholders were present at the meeting, the vote of a board member would also be vote as a shareholder of the company. The motion passed unanimously. Bob James then asked that the Board be polled individually. All the members of the Board and shareholders in attendance approved the plan individually.

Charles Long then made a motion to elect Evert Talbot to the board with Scott Reed seconding. The motion carried.

Then was discussion on the plant shut down, lay off notices and process and the bridge loan process. Bob James said that Jones-Hamilton would fund the immediate cash needs of the project. This lead to a discussion of the previous loans not formally approved by the Board which include:

1. $250,000 by John & Jeff Garrison for stock sold in September 2007.
2. $50,000 by David Henry for a loan in June 2006.
3. $195,000 by Jones-Hamilton in December 2007.
4. $185,000 by the Long Brothers Oil in November and December 2007.

W.L. Cook made a motion to approve these loans with Jim Crotty seconding. The motion carried.

Don Dodson will prepare the necessary legal documents to comply with the super majority provision of the by bylaws related to additional debt for the company. There will also be a review of the bylaws for any necessary changes for the April Board meeting.

John Garrison talked about a visit with an engineering firm from Ruston, Louisiana. Vic said that we will have to get secrecy agreements with all those from the outside that will be involved in the evaluation process including Ronnie Jackson, the engineers and consultants.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry

Secretary of the Board

Investment Group Proposal

1. Group consists of: Jones-Hamilton, Nelson Abell, Phoenix Equipment Co and Long Brothers Oil.
2. The investment group will fund the project to completion with the following restrictions:

A. John Garrison steps down as CEO and Jeff Garrison will step down as President. The Garrisons will have a board position.

B. John Garrison, Jeff Garrison, and/or John Peterson as a family group would reduce their ownership interest to 20% by contributing stock to the company as treasury stock to be sold to raise additional capital. The investment group will be responsible for the sale of the treasury stock.

C. The plant would be temporarily shut down until an engineering study can be completed as to the viability of the process.

D. During the shut down David Henry, Vic Forte, Jeff Garrison, and 3 other shift supervisors and four other personnel to maintain the plant. Evert Talbot and Craig Wilson from Jones-Hamilton would be on site to over see the project through its various stages of completion.

E. A 134a expert will be hired to review and finalize the plant design. A general contractor will be hired to do the construction.

F. Vendor management and debt service plans will be implemented to keep the company financial sound.

MINUTES OF SPECIAL MEETING OF THE BOARD OF DIRECTORS

OF

NORPHLET CHEMICAL INC.

I, David W. Henry, the secretary of the Board of Directors of Norphlet Chemical Inc, a corporation duly organized and validly existing under the laws of the State of Arkansas ("Corporation"), do hereby certify that a special meeting of the Board of Directors of the Corporation was duly called and held by telephonic conference call on March 28, 2008, in accordance with the Corporation's Articles of Incorporation and the By-Laws and the laws of the State of Arkansas and which said meeting John Garrison, William Spector, Jesse Spector, Fred Bates, Scott Reed, W.L. Cook, Charles L. Long, Robert James, Jim Crotty, Don Dodson and Evert Talbot, being all the members of the Corporation's Board of Directors were in attendance. Also in attendance were Brian Brooks, Nelson Abell, David Price and Jim Beachboard.

David said that the eight members of the Board who had called for the special meeting had asked David to chair the meeting and also be secretary of the meeting. He asked if there were any objections. There were none.

David said the Corporation had discussed the need to record the meeting on tape and decided that it would not record the meeting on tape. He asked if there were any objections. John Garrison objected and made a motion to have the meeting recorded. Fred Bates seconded the motion. William Spector asked if any prior meetings have been recorded. David Henry said that no prior meetings had been taped. The motion was defeated with eight (8) Directors (William Spector, Jesse Spector, Scott Reed, W.L. Cook, Charles L. Long, Robert James, Jim Crotty and Evert Talbot) voting no and three (3) Directors (John Garrison, Fred Bates and Don Dodson) voting yes. The Directors were polled individually as to their vote.

David said that the Board members calling the special meeting to discuss the fact that they were aware that the Garrisons had not caused their shares to be reduced to 20% ownership as provided in the resolution adopted in the January 17, 2008 Board meeting. In consultation with David Henry, the CFO of the Corporation, the Corporation engaged Dover Dixon Horne PLLC (DDH) to review the matter and prepare to take legal action. After consideration of the alternatives these directors feel that the Corporation should proceed to file the lawsuit to enforce the agreement by the Garrisons and David Henry has advised DDH to be ready to proceed.

Prior to initiating the lawsuit, however, David Henry and Board members calling this meeting wanted all the Board members to have the opportunity to know about the lawsuit and the need for it. David then asked Jim Beachboard of DDH to read the resolution.

RESOLUTION

"BE IT RESOLVED by the Board of Directors of Norphlet Chemical Inc. ('Corporation") that David W. Henry, the Chief Financial Officer of the Corporation is authorized and directed to instruct the law firm of DOVER DIXON HORNE PLLC in Little Rock, Arkansas to bring a legal action on behalf of the Corporation against John L. Garrison and Jeffrey S. Garrison to enforce the agreements made by the said John L. Garrison and Jeffrey S. Garrison with the Corporation during the meeting of the Corporation's Board of Directors held on January 17, 2008.

BE IT FURTHER RESOLVED that David W. Henry, the Chief Financial Officer of the Corporation, is authorized and directed to execute and enter into on behalf of the Corporation all agreements, instruments, documents, and certificates in connection with the aforesaid legal action against John L. Garrison and Jeffrey S. Garrison, and to do all things and take all steps on behalf of the Corporation which the said David W. Henry deems necessary or appropriate in connection with said legal action.

"BE IT FURTHR RESOLVED that all of the actions of the said David W. Henry on behalf of the Corporation in seeking legal advice from, consulting with, and retaining the law firm of DOVER DIXON HORNE PLLC in Little Rock, Arkansas, in connection with the aforesaid legal action on behalf of the Corporation against John L. Garrison and Jeffrey S. Garrison are ratified and approved.

W.L. Cook made a motion to approve the resolution as read. Bob James seconded the motion. David Price said on behalf of John Garrison and Jeff Garrison said that resolution does not represent the verbiage of the agreement and that they object to the verbiage of the Board resolution. W.L. Cook said he was sorry that they could not remember the resolution that was typed and presented and that they both voted for the resolution. There was no further discussion. The resolution bas adopted by a vote of ten (10) Directors voting in favor of the resolution and one (1) Director, John Garrison, voting against the resolution. The Directors were polled individually as to their vote.

David then asked if there was any other business to come before the Board. There was no response.

David then asked for a motion to adjourn the meeting. Jim Crotty made the motion and Charles L. Long seconded the motion. It was approved by all eleven (11) of the Directors. The Directors were polled individually as to their vote.

Respectfully submitted this 28th day of March, 2008.

David W. Henry, Secretary

MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS

OF

NORPHLET CHEMICAL INC.

I, David W. Henry, the secretary of the Board of Directors of Norphlet Chemical Inc, a corporation duly organized and validly existing under the laws of the State of Arkansas ("Corporation"), do hereby certify that a meeting of the Board of Directors of the Corporation was duly called and held at the plant on April 16, 2008, in accordance with the Corporation's Articles of Incorporation and the By-Laws and the laws of the State of Arkansas and which said meeting John Garrison, William Spector, Fred Bates, Scott Reed, W.L. Cook, Charles L. Long, Robert James, Jim Crotty, Don Dodson and Evert Talbot, being ten (10) of eleven (11) members of the Corporation's Board of Directors were in attendance. Board member Jesse Spector was not present. Also in attendance were David Henry, Brian Brooks, Vic Forte, Scott Carter, David Price and Jim Beachboard.

David Henry welcomed the board and asked Scott Reed to open the meeting in prayer.

David Henry then roll called the Board members individually for those in attendance. He said that in the absence of a President, he would preside over the meeting and W.L Cook would act as secretary for this meeting.. He asked if there were any objections to his presiding over the meeting and W.L. Cook acting as secretary. There were no objections.

David Henry then presented Board Resolution #1:

"BE IT RESOLVED the Board of Directors of Norphlet Chemical Inc. in accordance with Article IV, Section 2 of the By-Laws of Norphlet Chemical Inc. appoint the following persons to the office indicated:

David W. Henry	Corporate Secretary and Chief Financial Officer
Victor R. Forte, Jr.	Vice President of Operations"

Robert James made a motion to approve Board Resolution #1 as presented. Charles L. Long seconded the motion. David Henry then asked if there was any discussion. There was no discussion. The resolution was adopted by a vote of nine (9) Directors voting in favor of the resolution and one (1) Director, John Garrison voting against the resolution. The Directors were polled individually as to their vote.

David Henry then presented Board Resolution #2:

"BE IT RESOLVED the Board of Directors of Norphlet Chemical Inc. note the vacancy in the office of President, created by the resignation of Jeff Garrison as the result of the

Director's Resolution unanimously approved by all Directors on January 17, 2008. In the absence of a President, the Directors ask and direct the Corporate Secretary to preside at any Directors or Shareholders meeting until such time as a President is duly elected by the Directors."

Jim Crotty made a motion to approve Board Resolution #2 as presented. W.L. Cook seconded the motion. David Henry then asked if there was any discussion. There was no discussion. The resolution was adopted by a vote of nine (9) Directors voting in favor of the resolution and one (1) Director, John Garrison voting against the resolution. The Directors were polled individually as to their vote.

David Henry presented the Board minutes of the January 17, 2008 Board meeting, which had been sent to each Board member in advance of this meeting. He asked if the Board wished to have the minutes read. No one made a request to have the minutes read. Fred Bates made a motion to approve them as presented with Billy Spector seconding. David Henry then asked if there was any discussion. There was no discussion. The minutes were approved by a vote of nine (9) Directors voting in favor of the motion and one (1) Director, John Garrison voting against the motion. The Directors were polled individually as to their vote. David Henry presented the Board minutes of the March 28, 2008 Board meeting, which had been sent to each Board member in advance of the this meeting. He asked if the Board wished to have the minutes read. John Garrison asked that the minutes be read and David Henry read the minutes. David Henry then asked if there was any discussion. It was noted that in four (4) places the name David appears without a last name where the reference is to David Henry. The Board asked the minutes be amended to include David Henry in the references indicated. Scott Reed made a motion to approve the minutes as amended with Fred Bates seconding. The minutes were approved by a vote of nine (9) Directors voting in favor and one (1) Director, John Garrison voting against. The Directors were polled individually as to their vote. David then passed a sheet for each director to sign their approval since the meeting was a telephonic meeting. All the directors present signed the sheet, which is attached to these minutes. David Henry then presented the March 31, 2008 preliminary financial statements. He said that he has received a preliminary draft of the audit of the financial statements ending December 31, 2007. He informed the Board that we will be receiving an unqualified opinion from the independent auditors and that the final report will be completed by the end of April. David Henry asked if there was any additional discussion. There was no discussion. Jim Crotty made a motion to approve the financial statements as presented with Charles L. Long seconding. . The motion was adopted by a vote of nine (9) Directors voting in favor of the resolution and one (1) Director, John Garrison voting against the motion. The Directors were polled individually as to their vote.

David Henry then presented Board Resolution #3:

"BE IT RESOLVED by the Board of Directors of Norphlet Chemical Inc. ("CORPORATION"), and in the furtherance of the resolution of January 17, 2008, unanimously approved by the Corporation's Board of Directors, that David W. Henry,

the Chief Financial Officer of the Corporation is authorized and directed to borrow funds on behalf of the Corporation in a total principal amount of not more that $4,000,000.00 (collectively, "New Borrowings") to be used by the Corporation for the purpose of completing the design, construction, cleanup, and operation of the Corporation's plant located in Norphlet, Arkansas, and allowing such plant to produce commercial grade HFC-134a and HCL (collectively, "Purpose")."

"BE IT FURTHER RESOLVED that the said David W. Henry is authorized and directed to execute and enter into on behalf of the Corporation all agreements, instruments, documents, and certificates in connection with the New Borrowings, and will do all things and take all steps which the said David W. Henry deems necessary or appropriate to obtain the New Borrowings and to accomplish the Purpose."

"BE IT FURTHER RESOLVED that the New Borrowings shall and do include, without limitation , any and all funds loaned to the Corporation by Jones-Hamilton Company and LBOC LLC since January 17, 2008."

"BE IT FUTHER RESOLVED that all the actions of said David W. Henry on behalf of the Corporation to obtain or to attempt to obtain the New Borrowings or the accomplish or to attempt to accomplish the Purpose since and including January 17, 2008 are ratified and confirmed in all respects."

Fred Bates made a motion to approve Board Resolution #3 as presented. Scott Reed seconded the motion. David Henry then asked if there was any discussion. There was no discussion. The resolution was adopted by a vote of nine (9) Directors voting in favor of the resolution and one (1) Director, John Garrison voting against the resolution. The Directors were polled individually as to their vote.

David Henry then presented Board Resolution #4:

"BE IT RESOLVED that the Board of Directors of Norphlet Chemical Inc. hereby disbands the previously elected Executive Committee of the Board of Directors and appoints a new Executive Committee of the Board of Directors to consist of David W. Henry, Brian Brooks, Evert Talbot, William Spector, Jesse Spector, Charles L. Long, Jim Crotty, W.L. Cook, Scott Reed and Robert James."

Jim Crotty made a motion to approve Board Resolution #4 as presented. Charles L. Long seconded the motion. David Henry then asked if there was any discussion. There was no discussion. The resolution was adopted by a vote of nine (9) Directors voting in favor of the resolution and one (1) Director, John Garrison voting against the resolution. The Directors were polled individually as to their vote.

David Henry then presented Board Resolution #5:

"BE IT RESOLVED by the Board of Directors of Norphlet Chemical Inc. that in the absence of a President, and until a President is duly elected by the Board of Directors, all

cash expenditures in excess of $10,000.00 shall be approved by a majority of the Executive Committee of the Board of Directors."

Bob James made a motion to approve Board Resolution #5 as presented. Charles Long seconded the motion. David Henry then asked if there was any discussion. The Board noted that the resolution should be amended. The words "all cash expenditures" should be replaced with "any single cash expenditure". Bob James withdrew his motion to approve the resolution as presented. Bob James then made a motion to approve Board Resolution #5 as amended. Charles Long seconded the motion. David Henry then asked if there was any additional discussion. There was no additional discussion. The resolution was adopted by a vote of nine (10) Directors voting in favor of the resolution and one (0) Directors voting against the resolution. The Directors were polled individually as to their vote.

David Henry then presented Board Resolution #6:

"BE IT RESOLVED that the actions taken by David W. Henry and Victor R. Forte Jr. on behalf of Norphlet Chemical Inc. ("Corporation") for the purpose of completing the design, construction, cleanup, and operation of the Corporation's plant located in Norphlet, Arkansas, and allowing such plant to produce commercial grade HFC-134a and HCL (collectively, "Purpose") since and including January 17, 2008 are ratified and confirmed in all respects."

Jim Crotty made a motion to approve Board Resolution #6 as presented. Scott Reed seconded the motion. David Henry then asked if there was any discussion. John Garrison asked what Vic Forte and David Henry had done since January 17, 2008. The motion was deferred until the plant update was discussed, which would answer John Garrison's question.

Vic Forte said the clean up of the material in two tanks has been completed. He said we distilled 27,000 gallons of material in the tanks and recovered 92.77% which could be used in the future processing of the plant as raw material. Vic Forte said the waste has been stored in 250 gallon totes. W.L. Cook asked what will be done with the totes. Vic said we are waiting on bids for disposal by incineration. Evert Talbot said there was 97,125 gallons of off grade hydrochloric Acid (HCL) in the plant. The HCL is off grade because it contains hydrofluoric acid (HF). John Garrison asked if the HCL could be run through a stripper to get the HF out. Vic said this could be done in the future. Vic then said that we have been unloading rail cars and loading trucks with HCL for Jones-Hamilton. He said we have had instrumentation problems because of HF and that the plant is now empty of HF except for two tanks. Evert Talbot then talked about the various consultants we have contacted in the evaluation of the plant. He mentioned Bill Gumprecht, Steve Owens and Yuichi Iikubo. Evert said we have signed a contract with Iikubo's company which is called Flouromer. He Flouromer is studying the whole process and will be giving us a report on their recommendations. John Garrison asked if the report will be in writing. Evert said yes. Evert was asked if Flouromer thinks the plant is fixable. He said yes. Evert talked about the decision on liquid phase or vapor

phase for the 133a part of the process. John Garrison said there could be patent issues with vapor phase. Evert said we are working with the patent attorney that has done all the patent work for Norphlet Chemical. Evert then talked about the testing being performed in Colorado as the reaction time of the liquid phase process. He said we should have the results in four to six weeks. John Garrison asked if there were problems with the size of the cooling towers and scrubbers, tantalum catalyst and antimony catalyst. Evert said all of these areas are being reviewed by Flouromer.

After the plant update discussion, David Henry brought up the outstanding Resolution #6. David Henry said that Jim Crotty had made a motion to approve Resolution #6 and Scott Reed had seconded the motion. David Henry then asked if there was any addition discussion. The resolution was adopted by a vote of nine (9) Directors voting in favor of the resolution and one (1) Director, John Garrison abstaining from voting on the resolution. The Directors were polled individually as to their vote.

David Henry then asked if there was any other business to come before the Board. There was no response.

David Henry then asked for a motion to adjourn the meeting. Charles L. Long made the motion and Don Dodson seconded the motion. It was approved by all eleven (11) of the Directors. The Directors were polled individually as to their vote.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary of the Board

Minutes of telephonic Board Meeting of March 28, 2008 approved at presented.

John L. Garrison

William Spector

Jesse Spector

Fred L. Bates

Scott Reed

W.L. Cook

Charles L. Long

Robert James

Jim Crotty

Don Dodson

Evert Talbot

MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS

OF

NORPHLET CHEMICAL INC.

I, David W. Henry, the secretary of the Board of Directors of Norphlet Chemical Inc, a corporation duly organized and validly existing under the laws of the State of Arkansas ("Corporation"), do hereby certify that a meeting of the Board of Directors of the Corporation was duly called and held at the plant on July 17, 2008, in accordance with the Corporation's Articles of Incorporation and the By-Laws and the laws of the State of Arkansas and which said meeting John Garrison, William Spector, Fred Bates, Scott Reed, Charles L. Long, Robert James, Jim Crotty, Don Dodson and Evert Talbot, being ten (10) of eleven (11) members of the Corporation's Board of Directors were in attendance. Board member W.L. Cook arrived after the financial statements were reviewed. Board member Jesse Spector was not present. Also in attendance were David Henry, Brian Brooks, Scott Carter, Nelson Abell and Jim Beachboard.

David Henry welcomed the board and asked Scott Reed to open the meeting in prayer. David Henry then roll called the Board members individually for those in attendance.

David Henry presented the Board minutes of the April 16, 2008 Board meeting, which had been sent to each Board member in advance of this meeting. He said there was one amendment on page 3. The phrase "not more that" in the second line of the first paragraph should read "not more than". Jim Crotty made a motion to approve the minutes as amended with Robert James seconding. David Henry then asked if there was any discussion. There was no discussion. The minutes were approved by a vote of eight (8) Directors voting in favor of the motion and one (1) Director, John Garrison abstaining from voting on the motion. The Directors were polled individually as to their vote. David Henry then presented the June 30, 2008 preliminary financial statements. He note the miscellaneous income on the financial statements is form the sale of scrap metal and that the sales so far in July totaled approximately $6,000.00 He said that he has received the audit of the financial statements ending December 31, 2007 and that we received an unqualified opinion from the independent auditors. He gave each of the Board members a copy of the audit report. David Henry asked if there was any additional discussion. There was no discussion. Fred Bates made a motion to approve the financial statements as presented with Robert James seconding. . The motion was adopted by a vote of eight (8) Directors voting in favor of the resolution and two (2) Directors, John Garrison and W.L. Cook abstaining from voting on the motion. The Directors were polled individually as to their vote.

David Henry then presented Board Resolution #1:

"BE IT RESOLVED by the Board of Directors of Norphlet Chemical Inc. ("CORPORATION"), that pursuant to resolutions adopted and approved by the Corporation's Board of Directors on January 17, 2008 and April 16, 2008, David W. Henry, the Chief Financial Officer of the Corporation, was, among other things, authorized and directed to borrow funds on behalf of the Corporation in the total principal amount of not more than $4,000,000.00 (said amount being collectively referred to in the aforesaid resolution of April 16, 2008 and hereinafter as the "New Borrowings") to be used by the Corporation for the purpose of completing the design, construction, cleanup, and operation of the Corporation's plant located in Norphlet, Arkansas, and allowing such plant to produce commercial grade HFC-134a and HCL (said purpose being collectively referred to in the aforesaid resolution of April 16, 2008 and hereinafter as the "Purpose")."

"BE IS FURTHER RESOLVED that the Board of Directors of the Corporation having determined that additional funds in excess of the New Borrowings are needed by the Corporation to accomplish the Purpose. David W. Henry, the Chief Financial Officer of the Corporation, is authorized and directed to borrow funds on behalf of the Corporation, and all in addition to the New Borrowings, in a total principal amount of not more than $3,000,000.00 (said additional amount being herein collectively referred to as "Additional Borrowings") to be used by the Corporation for the Purpose: provided the total amount of the New Borrowings and Additional Borrowings shall be $7,000,000.00"

"BE IT FURTHER RESOLVED that the said David W. Henry is authorized and directed to execute and enter into on behalf of the Corporation all agreements, instruments, documents, and certificates in connection with the Additional Borrowings, and to do all things and take all steps which the said David W. Henry deems necessary or appropriate to obtain the Additional Borrowings and to accomplish the Purpose."

W.L. Cook made a motion to approve Board Resolution #1 as amended. Scott Reed seconded the motion. David Henry then asked if there was any discussion. John Garrison asked if there was a list of the specific items and their cost for the requested increase in the loan amount. David Henry said that there was not a list of specific items, but we have spent nearly $3,000,000.00 of the $4,000,000.00 approved by the Board in April and the construction phase of the project has not yet started. The resolution was adopted by a vote of nine (9) Directors voting in favor of the resolution and one (1) Director, John Garrison voting against the resolution. The Directors were polled individually as to their vote.

Evert Talbot said that Phase I of the Iikubo contract was complete and that the contract for Phase II was in draft as of today. He said that we have done a purchase order for Hunt Guillot of Ruston to do the engineering work on the plant and that we have had discussion with Systems Contracting to be the general contractor on the construction

work to the plant. Fred Bates asked if there would be guarantee language in the Phase II contract with Iikubo. Evert Talbot said that Iikubo's attorney has removed any of the guarantee language from the contract and that the goal of the new design is to get into production as soon as possible using as much of the current equipment as possible. Evert said the initial production will be 13.4 to 15.0 million pounds per year and that the capacity can be increased to 25.0 to 30 million pounds with another reactor. Fred Bates then asked about Tulstar and the .51 per pound tolling fee. Brian Brooks said that we have met with Tulstar to discuss a possible increase in the tolling fee. Evert Talbot said that Systems Contracting should be contacting us on Monday or Tuesday about an answer to their being able to do the construction work. He then said we have started the patent process for the new design of the plant. John Garrison asked if he could see the drawings of the new design. Bob James said that until the patent work is completed that the drawings will be seen only the ones who need to be directly involved in process. John Garrison then asked how the Board would be able to give advise on the plan without seeing the drawings. Bob James said that we will depend on the expertise of Iikubo and Hunt Guillot for the completion of the project. Fred Bates gave the names of people who might have the technical drawings on the concrete pad that Hunt Guillot has asked for in their work on the plant design.

David Henry then asked if there was any other business to come before the Board. There was no response.

David Henry then asked for a motion to adjourn the meeting. W.L. Cook made the motion and Don Dodson seconded the motion. It was approved by all ten (10) of the Directors present. The Directors were polled individually as to their vote.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary of the Board

MINUTES OF SPECIAL MEETING OF THE BOARD OF DIRECTORS

OF

NORPHLET CHEMICAL INC.

I, David W. Henry, the secretary of the Board of Directors of Norphlet Chemical Inc, a corporation duly organized and validly existing under the laws of the State of Arkansas ("Corporation"), do hereby certify that a special meeting of the Board of Directors of the Corporation was duly called and held by telephonic conference call on September 12, 2008, in accordance with the Corporation's Articles of Incorporation and the By-Laws and the laws of the State of Arkansas and which said meeting John Garrison, William Spector, Jesse Spector, Fred Bates, Scott Reed, W.L. Cook, Charles L. Long, Robert James, Jim Crotty, Don Dodson and Evert Talbot, being all the members of the Corporation's Board of Directors were in attendance. Also in attendance were Brian Brooks, Nelson Abell, Scott Carter, Vic Forte, David Price and Jim Beachboard.

David Henry performed a roll call of those in attendance.

David Henry advised the Board that the Corporation's Executive Committee had met on September 8, 2008, and that during the September 8, 2008 meeting of the Executive Committee: (a) the Executive Committee and counsel for the Corporation had discussed the complaint filed by the Corporation against John Garrison and Jeff Garrison in the Circuit Court of Union County, Arkansas; (b)counsel for the Corporation advised the Executive Committee that: (i) the depositions of John Garrison and Jeff Garrison were taken on August 11, 2008,and (ii) during those depositions, John Garrison and Jeff Garrison each testified under oath that there was no deal and no agreement as alleged by the Corporation in the Corporation's complaint against John Garrison and Jeff Garrison; (c) although such sworn testimony by John Garrison and Jeff Garrison was contrary to the firm belief of other persons attending the meeting on January 17, 2008, including all of the members of the Executive Committee, the Executive Committee determined that, under all of the circumstances, the subject litigation should be dismissed without prejudice, and the Corporation should move forward; and (d) as a result, the Executive Committee unanimously voted as such meeting September 8, 2008, to nonsuit and dismiss without prejudice the lawsuit filed by the Corporation against John Garrison and Jeff Garrison in the Circuit Court of Union County, Arkansas.

David Henry further advised the Board that, pursuant to the Executive Committee's aforesaid vote on September 8, 2008, the Corporation had nonsuited and dismissed without prejudice the complaint filed by the Corporation against John Garrison and Jeff Garrison in the Circuit Court of Union County, Arkansas.

David Henry then presented the following resolution:

RESOLUTION

"BE IT RESOLVED by the Board of Directors of Norphlet Chemical Inc. that the actions of the Corporation's Executive Committee authorizing and causing the nonsuit and dismissal without prejudice of the complaint filed by the Corporation against John Garrison and Jeff Garrison in the Circuit Court of Union County, Arkansas, is ratified, approved, and confirmed in all respects."

W.L. Cook made a motion to approve the resolution as read. Robert James seconded the motion. David Henry asked if there was any discussion. There was no further discussion. The resolution bas adopted by a vote of nine (9) Directors voting in favor of the resolution and one (1) Director, John Garrison, abstaining from voting on the resolution. The Directors were polled individually as to their vote.

Evert Talbot said that we have received the engineer's cost estimate to complete the plant based on the Flouromer's design from Hunt Guillot in Ruston, Louisiana. He said that the estimate was $10,000,000.00 and that accuracy factor for the estimate was plus or minus thirty percent (30%). Evert then said that we could have had a ten percent (10%) factor but that it would have taken much longer to complete. John Garrison asked if there was detail to this number since it such a large number. Jim Beachboard said that because of the proprietary nature of the information that the detail would be available for review in the offices of the company. Evert said the cost estimate does not include the administrative costs of the company, catalyst or additional costs from Flouromer. John Garrison asked what the construction time estimate. Evert Talbot said four to five months. John Garrison then asked if this included equipment delivery. Evert Talbot said no and the equipment has not been ordered. William Spector asked when the equipment would be ordered. Evert said when the funds to finish the plant are in place. Evert then said that price of hydrofluoric acid (HF) has risen to $3.22 a pound and is not even available. He said that Tulstar can not get HF, therefore our contract with Tulstar is cancelled. John Garrison said that he can see no reason to go forward with the project because the economics now make no sense. Evert said that the raw material costs and operational costs will exceed $4.00 per pound of R134a and the selling price is between $2.50 and $3.00. Evert explained the reason for the price increase in HF is the price increase for sulfuric acid. There was a lengthy discussion of the economics. Robert James said that this was not a matter of a vote which was confirmed by Jim Beachboard.

David Henry then asked for a motion to adjourn the meeting. W.L. Cook made the motion and Robert James seconded the motion. It was approved by all eleven (11) of the Directors. The Directors were polled individually as to their vote.

Respectfully submitted this 12th day of September, 2008.

David W. Henry, Secretary

Minutes of telephonic Board Meeting of September 12, 2008 approved at presented.

Fred L. Bates	W.L. Cook
Jim Crotty	Don Dodson
John L. Garrison	Robert James
Charles L. Long	Scott Reed
Jesse Spector	William Spector
Evert Talbot	

MINUTES OF SPECIAL MEETING OF THE BOARD OF DIRECTORS

OF

NORPHLET CHEMICAL INC.

I, David W. Henry, the secretary of the Board of Directors of Norphlet Chemical Inc, a corporation duly organized and validly existing under the laws of the State of Arkansas ("Corporation"), do hereby certify that a special meeting of the Board of Directors of the Corporation was duly called and held by telephonic conference call on September 22, 2008, in accordance with the Corporation's Articles of Incorporation and the By-Laws and the laws of the State of Arkansas and which said meeting John Garrison, William Spector, Jesse Spector, Fred Bates, Scott Reed, W.L. Cook, Robert James, Jim Crotty, Don Dodson and Evert Talbot, being ten (10) of the members of the Corporation's Board of Directors were in attendance. Member Charles L. Long was not in attendance. Also in attendance were Brian Brooks, Vic Forte and David Price.

David Henry performed a roll call of those in attendance.

David Henry advised the Board that according to the Bylaws of Norphlet Chemical Inc. in Article II, Section 2 that the President or the Board may call for a special meeting of the stockholders. He said since we do not have a president, this is the reason for this meeting.

David Henry then presented the following resolution:

RESOLUTION

"BE IT RESOLVED that the Board of Directors of Norphlet Chemical Inc. (the Corporation) in accordance with Article II, Section 2 of the Bylaws of Norphlet Chemical Inc. authorizes the Secretary of the Corporation to call a special meeting of the stockholders of the Corporation."

Jim Crotty made a motion to approve the resolution as read. Don Dodson seconded the motion. David Henry asked if there was any discussion. John Garrison asked what the purpose would be for a special meeting. David Henry said the purpose would be to review and discuss the current financial status of the company and any other related matters. David Henry asked if there was any further discussion. There was no further discussion. The resolution bas adopted by a vote of nine (9) Directors voting in favor of the resolution and one (1) Director, John Garrison, voting against the resolution. The Directors were polled individually as to their vote.

David Henry then asked if there was any other business to come before the Board. He then asked for a motion to adjourn the meeting. W.L. Cook made the motion and Jim Crotty seconded the motion. It was approved by all eleven (10) of the Directors. The Directors were polled individually as to their vote.

Respectfully submitted this 22nd day of September, 2008.

David W. Henry, Secretary

Minutes of telephonic Board Meeting of September 22, 2008 approved at presented.

Fred L. Bates	W.L. Cook
Jim Crotty	Don Dodson
John L. Garrison	Robert James
Charles L. Long	Scott Reed
Jesse Spector	William Spector
Evert Talbot	

MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS

OF

NORPHLET CHEMICAL INC.

I, David W. Henry, the secretary of the Board of Directors of Norphlet Chemical Inc, a corporation duly organized and validly existing under the laws of the State of Arkansas ("Corporation"), do hereby certify that a meeting of the Board of Directors of the Corporation was duly called and held at the plant and teleconference on October 16, 2008, in accordance with the Corporation's Articles of Incorporation and the By-Laws and the laws of the State of Arkansas and which said meeting Fred Bates, Jim Crotty, Don Dodson, John Garrison, Robert James, Scott Reed, Jesse Spector, William Spector and Evert Talbot, being nine (9) of eleven (11) members of the Corporation's Board of Directors were in attendance. Board members W.L. Cook and Charles L. Long were not present. Also in attendance were Brian Brooks, Vic Forte and Scott Carter.

David Henry then roll called the Board members individually for those in attendance.

David Henry said that Michael Murphy had previously filed a lawsuit against the company for a refund of the funds paid for one percent of the outstanding company stock last year. Based on the current financial status of the company, he said it was in our best interest not to contest the suit. David said that the result would be a judgment being entered against the company. David then presented Board Resolution #1:

"BE IT RESOLVED by the Board of Directors of Norphlet Chemical Inc. ("CORPORATION"), that considering the expense involved in litigating the lawsuit of Michael W. Murphy II vs. Norphlet Chemical Inc. filed in Union County, Arkansas Circuit Court, was not in the best interest of the Corporation, therefore the Board has determined not to contest the above said lawsuit."

Jim Crotty made a motion to approve Board Resolution #1 as presented. Robert James seconded the motion. David Henry then asked if there was any discussion. There was no discussion. The resolution was adopted by a vote of eight (8) Directors voting in favor of the resolution and one (1) Director, John Garrison voting against the resolution. The Directors were polled individually as to their vote.

Brian Brooks then presented a terminal arrangement proposal from Jones-Hamilton. He said that they have found home for the week hydrochloric acid still on site here at Norphlet. The proposal is that Jones-Hamilton would pay payroll costs for October, contract labor for November and December, health insurance for October, property/umbrella/workman's comp/general liability insurance for September and October which keep the those insurances in effect until February 15, 2009. The health insurance would end October 31, 2008. The total cash outlay would be approximately $175,000.00. In exchange for this consideration, Jones-Hamilton would own exclusively

the work performed by Hunt Guillot and Flouromer. Jim Crotty made a motion to approve the terminal arrangement and transfer of the ownership of the Hunt Guillot and Flouromer work to Jones-Hamilton. Fred Bates seconded the motion. David Henry asked if there was any discussion. Fred Bates asked if we would have to pay Jones-Hamilton for use of the plant. Brian Brooks said no because the physical plant is not being transferred. William Spector asked if the only the Hunt Guillot and Flouromer studies were involved. Brian said yes, they are the only studies involved. John Garrison asked if the stockholders should vote on this transaction. David Henry said no. John then asked Don Dodson if there was a legal issue. Don Dodson asked how both entities were paid. David Henry said that Jones-Hamilton paid Hunt Guillot directly and Flouromer was paid by Norphlet Chemical with loan funds provided by Jones-Hamilton. Don Dodson then said he did not see a legal issue. Evert Talbot said without this agreement, the plant would be abandoned and there would be an environmental legal issue for the officers and board. Jim Crotty said the State will not step in immediately to help with the environmental issues. David Henry asked if there was any further discussion. The resolution was adopted by a vote of eight (8) Directors voting in favor of the resolution and one (1) Director, John Garrison voting against the resolution. The Directors were polled individually as to their vote.

David Henry presented the Board minutes of the July 17, 2008 Board meeting, which had been sent to each Board member in advance of this meeting. Jim Crotty made a motion to approve the minutes presented with Fred Bates seconding. David Henry then asked if there was any discussion. There was no discussion. The minutes were approved by a vote of all nine (9) Directors voting in favor of the motion and no Director voting against the motion. The Directors were polled individually as to their vote. David Henry then presented the September 30, 2008 preliminary financial statements. He noted the miscellaneous income on the sale of scrap metal was $34,472.00 year to date and that the year to date expenses were $2,441,339.00 David Henry asked if there was any additional discussion. There was no discussion. Jim Crotty made a motion to approve the financial statements as presented with Fred Bates seconding. The financials were approved by a vote of all nine (9) Directors voting in favor of the motion and no Director voting against the motion. The Directors were polled individually as to their vote.

David Henry then asked if there was any other business to come before the Board. There was no response.

David Henry then asked for a motion to adjourn the meeting. Jim Crotty made the motion and Fred Bates seconded the motion. It was approved by all nine (9) of the Directors present. The Directors vote was by acclimation. With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary of the Board

MINUTES OF MEETING OF THE EXECUTIVE COMMITTEE

OF

NORPHLET CHEMICAL INC.

I, David W. Henry, the secretary of the Board of Directors of Norphlet Chemical Inc. a corporation duly organized and validly existing under the laws of the State of Arkansas ("Corporation"), do hereby certify that a meeting of the Executive Committee of the Board of Directors of the Corporation was held by telephonic conference call on April 30, 2008, in accordance with the Corporation's Articles of Incorporation and the By-Laws and the laws of the State of Arkansas and which said meeting Brian Brooks, William Spector, Jesse Spector, David Henry, Scott Reed, W.L. Cook, Charles L. Long, Robert James, Jim Crotty being nine of the members of the Corporation's Executive Committee of Board of Directors were in attendance. Member Evert Talbot was not present. Also in attendance were Victor Forte, Nelson Abell, Scott Carter, David Long Sr. and Cyril Hollingsworth.

Robert James asked Cyril Hollingsworth for a synopsis of the current legal status related to the lawsuit against John and Jeff Garrison. Cyril said that the Garrisons have answered the complaint through their attorney. They have denied most of the complaint and raised the affirmative defenses of fraud, duress, unclean hands, estoppel and waiver. Cyril tried to define each of these terms from a defense perceptive. Cyril then discussed the first interrogatories that have been sent to David Price and that we should be gathering the same information for him. He said that this information plus interviews with our people will be the basis for his questions to the Garrisons in their depositions. Cyril said he is working with Don Dodson on getting a trial date. He expects the trial date to be some time this fall. Nelson asked if an out of state person could be subpoenaed while in state. Cyril said he did not think so but would look into the issue. Cyril talked about the issue of fraud from our perspective. He said if Norphlet Chemical has any such issues, they should be brought up in connection with this case. Billy Spector raised the issue of excessive payroll to people in excess of their worth to the company. He specifically mentioned John Peterson and Fred Bates. Billy also talked about the false representations as when we would start up that were made to Nelson Abell and Jones-Hamilton that they relied upon in making their contributions to the company whether by loan or stock purchase. W.L. Cook asked about the purchase of equipment approved by the board after the actual purchase that was not necessary to the process of the plant. Cyril said each of these issues would be looked at during the process of preparing for trial. Charles Long asked about a payroll loan that was made to the company ($185,000) that had a side agreement that if not paid back by the company, John and Jeff Garrison would give the Long Brothers five percent (5%) of the company they owned personally as penalty for the loan not being repaid. The loan has not been paid back. David Henry said the debt was the company's responsibility. Cyril said that Charles Long should talk to his attorney about the Longs legal remedies related to the payroll loan. There was a lengthy discussion of the lawsuit.

David Henry then presented the following cash expenditures to the Committee in accordance with the spending resolution approved by the Board of Directors on April 16, 2008 for the period of April 28, 2008 through May 9, 2008:

NCI Monthly Health Insurance premium	$ 15,000

W.L. Cook made a motion to approve the expenditures with Brian Brooks seconding. The motion was approved unanimously.

Robert James then asked Vic Forte to review what happened during the HF leak last Wednesday. Vic reviewed his report with the committee. He said the problem was carbon steel bolts that were exposed to HF. Nelson Abell asked if we were looking at plant for other areas that the bolts could be an issue. Vic said there are 210 bolts that should be replaced with Teflon coated stainless steel bolts. He said he does not have a firm bid on the bolts at this time. Bob James then asked Vic about the meeting this week with Steve Owens. Vic said that he and Ronnie Jackson were leaving today to spend two days with Steve Owens and Joe Grenade in Tennessee. He though Iikubo would be there. but he will not because he is in Korea. Vic said the purpose of the trip was to review PFDs, P&IDs and an equipment review. The equipment review would be to see what equipment would be necessary vs. what we already have in the plant.

Bob James then discussed current legislation that could affect the plant. He said that there was a meeting in Detroit on April 18, 2008 to discuss Senate Bill 2191. Bob said it is a big environmental bill. The part that would affect us are sections X and XI dealing with the production of hydrofluorocarbons. The concern is that the bill states that a producer or importer of hydrofluorocarbons is some one who was producing/importing between 2004 and 2006. Bob said there are consulting firms willing to work for us at $20,000 a month. He does not recommend this option even if we are only obligated to 1/3 of that cost. Bob suggested that we contact the Senators on the committee reviewing the bill that we know and that we need information from the committee so that we can be coached on how to express our concerns of the big four controlling the market. He said the effort should be well coordinated grass roots effort instead of the lobbyist method and asked if the effort could be coordinated through David Henry. Bob asked David to send the members of the Committee copies of Articles X and XI.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary

MINUTES OF MEETING OF THE EXECUTIVE COMMITTEE

OF

NORPHLET CHEMICAL INC.

I, David W. Henry, the secretary of the Board of Directors of Norphlet Chemical Inc, a corporation duly organized and validly existing under the laws of the State of Arkansas ("Corporation"), do hereby certify that a meeting of the Executive Committee of the Board of Directors of the Corporation was held by telephonic conference call on May 14, 2008, in accordance with the Corporation's Articles of Incorporation and the By-Laws and the laws of the State of Arkansas and which said meeting Brian Brooks, William Spector, Evert Talbot, David Henry, Scott Reed, W.L. Cook, Charles L. Long, Robert James, Jim Crotty being nine of the members of the Corporation's Executive Committee of Board of Directors were in attendance. Member Jesse Spector was not present. Also in attendance were Victor Forte and Scott Carter.

David Henry said that the committee had been sent the minutes of the April 16, 2008 Executive Committee meeting. He asked if there was a motion to approve them as sent. Jim Crotty made a motion to approve the minutes as sent with Charles Long seconding. The motion was approved unanimously. David Henry then said that the committee had been sent the minutes of the April 30, 2008 Executive Committee meeting. He asked if there was a motion to approve them as sent. William Spector made a motion to approve the minutes as sent with Brian Brooks seconding. The motion was approved unanimously.

David Henry then presented the following cash expenditures to the Committee in accordance with the spending resolution approved by the Board of Directors on April 16, 2008 for the period of May 12, 2008 through May 23, 2008:

Flouromer 3rd installment of consulting fee	$100,000
Trac-Works railroad note payment	21,000
Entergy Electric Bill	15,000

Robert James made a motion to approve the expenditures with Jim Crotty seconding. The motion was approved unanimously.

Robert James then asked Brian Brooks for an update on the legal issues. Brian said that we are waiting on the response to the first interrogatories sent by our attorneys. He said the response is due at the end on May. David Henry said that the attorneys had asked him to start gathering the same information from our perspective. He said that he delivered his set to the attorneys in Little Rock yesterday. David said that the lead attorney is out of town this week and that the interviews would be starting soon and that we would do as many as possible in Little Rock to save on their fees for travel.

Evert Talbot said that he had several meetings last week in Norphlet with Vic and Ronnie about the process. He said that we have the option of gas or liquid phase on the front of the plant and gas phase on the back. Our patent attorney and Steve Owens have researched patent issues of our process and said we have a clear choice on the front part of the process. Evert said that we have learned some of the vessel sizes and capacity. He said the first reactor on the liquid phase is going to be 2,000 gallons and we have received a bid of $65,000 for an unlined reactor of this size. Evert said that gas phase is more economical to run after you get past the initial cost and longer construction time. He said the amount of tars and heavies produced is far less, the volume produced is higher and the utility costs will be higher because gas phase runs at a much higher temperature than the liquid phase. Robert James asked if gas or liquid would have an impact on Flouromer's guarantees. Evert said it would not impact the guarantees. Evert said that the consultants said that we would not have produced a high enough volume to make the plant financially beneficial. William Spector said that we need to have those opinions in writing for the legal issues. Charles Long asked which phase would have the higher maintenance costs. Evert said liquid phase would have a higher maintenance cost. William Spector asked which phase would make the plant more sellable in the future. Evert said gas phase.

Bob James then discussed current legislation that could affect the plant. He asked David to review his conversations with the aide to Senator Pryor and DuPont. David reviewed both conversations with the committee. Robert James asked Evert and David to call Mark Nagle of Tulstar with this information. Robert James asked David to send each committee member a copy of the letter he sent to Senator Pryor. Several committee members expressed concern that whatever we told Senator Pryor was being communicated directly with DuPont.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary

MINUTES OF MEETING OF THE EXECUTIVE COMMITTEE

OF

NORPHLET CHEMICAL INC.

I, David W. Henry, the secretary of the Board of Directors of Norphlet Chemical Inc. a corporation duly organized and validly existing under the laws of the State of Arkansas ("Corporation"), do hereby certify that a meeting of the Executive Committee of the Board of Directors of the Corporation was held by telephonic conference call on May 21, 2008, in accordance with the Corporation's Articles of Incorporation and the By-Laws and the laws of the State of Arkansas and which said meeting Brian Brooks, Jesse Spector, Evert Talbot, David Henry, Scott Reed, W.L. Cook, Robert James being seven of the members of the Corporation's Executive Committee of Board of Directors were in attendance. Members William Spector, Charles L. Long and Jim Crotty were not present. Also in attendance were Victor Forte, Scott Carter, Nelson Abell, Ronnie Jackson and Bernie Murphy.

David Henry said that he would be going to Little Rock on Thursday, May 22, 2008 for an interview with Dover Dixon and Horne about the Garrison lawsuit. David said the next cash request would be sent next week.

Evert Talbot said that we had meetings with Flouromer all day Monday and Tuesday of this week. He said that they presented PFDs, P&IDs and equipment lists for gas or liquid phase on the front of the plant and gas phase on the back process. Evert said that Flouromer listed the reasons why the plant would not have run. He said the plant would not have produced HCL and the limit on R134a would have been around 8mm pounds per year. Ronnie Jackson said the next step is to take the plans we received to an engineering firm to get cost estimates of the plans we received from Flouromer. He will visit with a group in Ruston, LA and another in Baton Rouge because the Baton Rouge group may have more HFCF experience. Ronnie talked about the various options in getting the engineering estimates as related to timing, cost and validity of the cost estimates. He said that we have a preliminary estimate on the new liquid phase reactor and that five or six of the smaller columns might be purchased used. Nelson asked if this could cause similar issues to the plan as we had in the past. Ronnie said yes, but we will have much better planning now than then. Bob James said timing is a major issue and asked Nelson about the Ruston group's expertise. Nelson said that in the areas he has worked with them, they did a good job, but does not know their expertise as relates to our process. Bob James said we do not need a learning curve with the engineering firm. Evert said that Phase I has been competed with Flouromer and that Phase II is to be negotiated. He said Steve Owens and the engineers are needed to complete the next step. Ronnie reminded the committee that the plans we received are not a cross over from where we are to where we need to be, but a design of where we need to be. There was discussion on making sure everyone involved from the outside has signed confidentiality agreements.

Bob James then discussed current legislation that could affect the plant. He said that any communications with legislators on Title X and XI be coordinated through David.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary

MINUTES OF MEETING OF THE EXECUTIVE COMMITTEE

OF

NORPHLET CHEMICAL INC.

I, David W. Henry, the secretary of the Board of Directors of Norphlet Chemical Inc, a corporation duly organized and validly existing under the laws of the State of Arkansas ("Corporation"), do hereby certify that a meeting of the Executive Committee of the Board of Directors of the Corporation was held by telephonic conference call on June 3, 2008, in accordance with the Corporation's Articles of Incorporation and the By-Laws and the laws of the State of Arkansas and which said meeting Brian Brooks, Jesse Spector, Evert Talbot, David Henry, Scott Reed, Robert James, Charles L. Long, Jim Crotty, being eight of the members of the Corporation's Executive Committee of Board of Directors were in attendance. Members William Spector and W.L. Cook were not present. Also in attendance were Victor Forte, Kenneth Long and Pat Long.

Evert Talbot said that after seeing the lab tests and going to the back of the plant, Mr. Iikubo had another idea for running the plant. Evert asked him to review the idea with Steve Owens. This alternative idea would use the reactor in the back of the plant and add a new reactor in the back. This would be gas phase of both parts of the plant. The annual output would be between 8 to 12 million pounds per year. The advantage is that we would be able to use more of the current equipment with piping changes. The cost savings could be 30-40% percent less than the plans presented two weeks ago and the building time could be shortened by one to one and one half months. Evert said that Iikubo plans on being here Friday (6/6/08) to explain the new alternative. Bob James asked what the desired conversion percentage is on the phase separation tests. Evert said 40%, but he said 30% will work for us.

David Henry said he had spoken to our attorney in Little Rock today. We have not received the written interrogatories from the Garrison's attorney. Our attorney said we have a trial date of October 21-23, 2008 approved by the Court and that the Garrison's attorney has 5 days to object. Bob James said he is going to Little Rock tomorrow for his back ground interview tomorrow. The remainder of the interviews will be done in El Dorado. Our attorney hopes to do the deposition of the Garrisons in July.

Bob James then discussed the status of the current green house legislation. The Senate is starting the process of discussion of the bill (S3036 Title XV) and while we were in the meeting Bob received an email that indicated President Bush would veto the bill if it is passed by Congress.

David Henry said that the committee had been sent the minutes of the May 14, 2008 Executive Committee meeting. He asked if there was a motion to approve them as sent. Jim Crotty made a motion to approve the minutes as sent with Brian Brooks seconding. The motion was approved unanimously. David Henry then said that the committee had

been sent the minutes of the May 21, 2008 Executive Committee meeting. He asked if there was a motion to approve them as sent. Bob James made a motion to approve the minutes as sent with Charles Long seconding. The motion was approved unanimously.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary

MINUTES OF MEETING OF THE EXECUTIVE COMMITTEE

OF

NORPHLET CHEMICAL INC.

I, David W. Henry, the secretary of the Board of Directors of Norphlet Chemical Inc. a corporation duly organized and validly existing under the laws of the State of Arkansas ("Corporation"), do hereby certify that a meeting of the Executive Committee of the Board of Directors of the Corporation was held by telephonic conference call on June 11, 2008, in accordance with the Corporation's Articles of Incorporation and the By-Laws and the laws of the State of Arkansas and which said meeting Brian Brooks, Jesse Spector, Evert Talbot, David Henry, Scott Reed, Robert James, W.L. Cook, being seven of the members of the Corporation's Executive Committee of Board of Directors were in attendance. Members William Spector, Charles L. Long and Jim Crotty were not present. Also in attendance were Victor Forte and Nelson Abell.

David Henry said that the committee had been sent the minutes of the June 3, 2008 Executive Committee meeting. He asked if there was a motion to approve them as sent. Robert James made a motion to approve the minutes as sent with Brian Brooks seconding. The motion was adopted by a vote of seven (7) Members voting in favor of the motion and no members voting against the motion.

David Henry then presented the following cash expenditures to the Committee in accordance with the spending resolution approved by the Board of Directors on April 16, 2008 for the period of June 9, 2008 through June 20, 2008:

Ronnie Jackson consulting fee	$10,922.71

W.L. Cook made a motion to approve the expenditures with Jesse Spector seconding. The motion was adopted by a vote of seven (7) Members voting in favor of the motion and no members voting against the motion.

David Henry then gave an update on Senate Bill 3036 (Climate Control Bill). He said that the legislation had been pulled for the year. It could come up again next year. Robert James said letters are being sent to the Senators that voted against the bill. David Henry said he would send a letter to Senator Pryor thanking him for his help, even though he voted for the bill. David then said that our attorneys have not received the interrogatories back from the Garrison's attorney and that trial date is scheduled for October 21-23, 2008. Our attorney has asked for the Garrisons depositions to be scheduled for July 9-10th and has reminded their attorney that the interrogatories are due to aid in our preparation for their depositions. David said we have not received an interrogatory request or deposition schedule date request from the Garrison's attorney. David said that we have received notice of a teleconference hearing on John Garrison's filing for unemployment benefits. David said Workforce Services had determined that he

was terminated and therefore entitled to benefits and that our contention, by the advice of legal council is that John voluntarily stepped down and is not entitled to benefits. Our attorneys will be directing us during the call.

Evert said that he received a call from Mark Nagle last week concerned about their raw materials on site at the plant and that they may want to place a lien on the plant to protect their interest. David received a call yesterday from Elena Forsyth (CFO for Tulstar) about the same subject. She said that they were having trouble with a bank loan because of the raw materials purchased for us. She also mentioned a lien or enforcement of Section B (ii) of our contract with Tulstar that talks about us paying for raw materials if we fail to produce R134a. David told Elena that the State of Arkansas has a first and second mortgage on every thing, so there is no value to a lien and that the contract goes into effect after we start producing R134a. Evert then said that he received a call from Mark Nagle this morning apologizing for Elena's call to David. Mark said she called on her own because this is a real concern to her.

David then gave an update on a situation with Fred Bates. Fred and a partner are who we bought the property form three years ago. John gave Fred a job starting in January 2006. David said that we did not put Fred on our health insurance. David said that John Garrison told Fred that the company would reimburse Fred for Medicaid, Medicare, Medicare supplements and out of pocket medical expenses after we were in production. After the January 2008 Board meeting Fred said something to Robert James about the commitment John had made. Fred brought David a breakdown of the reimbursement that included $20,000 for medical and $16,000 for life insurance. David compared the medical to what it would have cost to have Fred on health insurance and said that Fred's numbers and the calculation were almost the same. David said that he has been reimbursing Fred for the medical since the January Board meeting. David said Fred was put on the company's group life insurance policy and continued to pay on his own term life insurance policy, which is 679.00 per month on a $100,000 policy. W.L. Cook suggested that David talk to him let him know we will honor the liability after production starts which is what the original commitment by John Garrison was to Fred.

Evert Talbot said that Iikubo came to see us last Friday to talk about the third option for running the plant that he had mentioned to Evert three weeks ago. Evidently there has been miscommunication or a misunderstanding between Iikubo and Steve Owens. Evert said Iikubo came to the meeting alone because Steve was still recovering for a sickness. Iikubo said that his job of creating the new PFD had been difficult because some of the information gathered by Joe Granade, but Evert said that Vic Forte politely showed that the information was not incorrect. Evert then said that after being with us most of the day, Iikubo promised a PFD over the weekend (which was received). Evert said that Ronnie was in Ruston with Hunt Guillot Engineers yesterday and is in Baton Rouge today to meet with another engineering group and Judd Hammond our patent attorney. Vic Forte then discussed the alternative plan. He said that we will be able to use a majority of our current equipment and this plan is gas phase in both parts of the process. Evert said Iikubo will be here June 26, 2008 to discuss the progress of the engineering and begin negotiations on Phase II. Robert James asked what would be the scope of his

services in Phase II. Evert said he would be daily overseeing the plant and engineering. as well as securing the catalyst from Korea at significant savings over what BASF would charge. Vic then discussed the results of the phase separation tests in the lab. He said that a 20% conversion rate, we had successful phase separation at -20F. He said at a 25% conversion rate we had successful separation at -35F to -42F and that at a 30% conversion rate we had not succeeded in getting phase separation at -50F. Robert James asked what would the capacity be at a 25% conversion rate. Vic said 15mm pounds per the latest PFD from Iikubo. Nelson asked about the running economics of cooling to that temperature. Vic said that it would be a relatively small chiller needed (10,000 to 15,000 pounds) that would run on electricity. Evert said that the plant personnel would be clearing all lines of any chemicals in preparation of the construction.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary

MINUTES OF MEETING OF THE EXECUTIVE COMMITTEE

OF

NORPHLET CHEMICAL INC.

I, David W. Henry, the secretary of the Board of Directors of Norphlet Chemical Inc. a corporation duly organized and validly existing under the laws of the State of Arkansas ("Corporation"), do hereby certify that a meeting of the Executive Committee of the Board of Directors of the Corporation was held by telephonic conference call on June 25, 2008, in accordance with the Corporation's Articles of Incorporation and the By-Laws and the laws of the State of Arkansas and which said meeting Brian Brooks, Jesse Spector, Evert Talbot, David Henry, Scott Reed, Robert James, William Spector, Charles L. Long being eight of the members of the Corporation's Executive Committee of Board of Directors were in attendance. Members W.L. Cook and Jim Crotty were not present. Also in attendance were Victor Forte, Scott Carter and Nelson Abell.

David Henry presented the following cash expenditures to the Committee in accordance with the spending resolution approved by the Board of Directors on April 16, 2008 for the period of June 23, 2008 through July 4, 2008:

Monthly Insurance Prem.W/C, G/L, Liab/Property	$25,000.00
Trac-Works Railroad Yard Note	$21,000.00
Utilities – Electric	$28,000.00

Charles Long made a motion to approve the expenditures with Brian Brooks seconding. The motion was adopted by a vote of eight (8) Members voting in favor of the motion and no members voting against the motion.

Evert said that Ronnie Jackson had been in Tennessee with Steve Owens working on the revised P&ID and that Iikubo was expected to be there on Friday. Evert said Ronnie would be going back for this meeting and that he may also attend. Evert then said that there was a meeting scheduled with the engineers in Ruston next week. He said that Hunt Guillot was the engineering firm chosen for the next phase of the project and that there would be discussion of their preference to the contractor to do the work on the plant. Evert said he has had discussions with Iikubo about Phase II and that the contract proposal will be ready late this week.

David then gave an update on the legal issues. He said that the hearing on John Garrison's request for unemployment was set for Monday July 7, 2008 at 10:30 am Central by teleconference. Cyril Hollingsworth has not received the response to the written interrogatories from John's attorney (David Price). Cyril said that he has spoken to David and that David would try to get them sent by the end of the week. The date the

documents are received could affect the dates that John and Jeff's deposition are done but not the date of the trial. David has given Cyril no indication that the date of the trial is in question.

Bob James said that he would like to have an Executive Committee meeting on Wednesday July 16, 2008 the day before the quarterly board meeting some time that evening and again the day of the board meeting, if necessary.

Billy Spector asked if we have received the opinions in writing of the outside consultants as to the status of the plant back in January.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary

MINUTES OF MEETING OF THE EXECUTIVE COMMITTEE

OF

NORPHLET CHEMICAL INC.

A meeting of the Executive Committee of the Board of Directors of the Corporation was held by telephonic conference call on July 9, 2008, and at said meeting Brian Brooks, Jim Crotty, Evert Talbot, David Henry, Scott Reed, Robert James, W.L. Cook, Charles L. Long being eight of the members of the Corporation's Executive Committee of Board of Directors were in attendance. Members William Spector and Jesse Spector were not present. Also in attendance were Victor Forte, Scott Carter, Nelson Abell, Kenneth Long, Pat Long, Cyril Hollingsworth and Jim Beachboard.

There was a discussion of the confidential technical information related to the plant process. Evert said that there was a need to proceed with the patent process due to the sensitivity of the technical information. W.L. Cook made a motion that Evert Talbot was authorized to initiate whatever steps are necessary to have the patent applications completed with Bob James seconding the motion. The motion was adopted by a vote of eight (8) Members voting in favor of the motion and no members voting against the motion. Bob James then made a motion that the technical information related to the revamping of the plant be limited only to those who need to know the information with W.L. Cook seconding the motion. The motion was adopted by a vote of eight (8) Members voting in favor of the motion and no members voting against the motion.

Evert said that he; Ronnie and Vic were very impressed in their visit to Hunt Guillot in Ruston last week. He said that they have the staff to be able to handle our project and clearly understand our reasons for expediting the project. He said that Hunt Guillot suggested some ideas for speeding up the process. Evert said that Hunt Guillot with be here next week to physically measure the plant and that Ronnie and Steve Owens are in the process of physically sizing all of the equipment. Evert will meet with Ronnie and Vic next week to review this material. Evert said he will be working on Iikubo's Phase II contract with Ronnie next week.

Bob James said that David and Brian have been working on a proforma of the first year of operation of the plant for the Executive Committee to review next week. Brian Brooks said the proforma was based on 13.4mm pounds of initial production based on the technical information production estimates. He said the proforma includes not only the income statement projection, but also the effect of principal cash payments and that at the current tolling fee of .51 per pound the first year cash shortfall would be 5.5mm. He said that if the tolling fee was raised to .70 per pound the shortfall would be reduced to 3.5mm. Brian said the two things that are not included are the catalyst cost and Iikubo's fees. Bob said the proforma would be sent to the committee in advance of next week's meeting.

Bob James said the next Executive Committee meeting will be Wednesday, July 16, 2008 at 7:30 pm at the plant. He said we will start the Board meeting the next morning at 8:30 am and have another Executive Committee meeting after the Board meeting concludes.

David Henry said that the committee had been sent the minutes of the June 11, 2008 Executive Committee meeting. He asked if there was a motion to approve them as sent. Jim Crotty made a motion to approve the minutes as sent with Scott Reed seconding. The motion was adopted by a vote of eight (8) Members voting in favor of the motion and no members voting against the motion. David Henry then said that the committee had been sent the minutes of the June 25, 2008 Executive Committee meeting. He asked if there was a motion to approve them as sent. Bob James made a motion to approve the minutes as sent with Brian Brooks seconding. The motion was adopted by a vote of eight (8) Members voting in favor of the motion and no members voting against the motion.

David Henry presented the following cash expenditures to the Committee in accordance with the spending resolution approved by the Board of Directors on April 16, 2008 for the period of July 7, 2008 through July 18, 2008:

Interest payment ADED Bond Issue Interest	$46,450.00
Trac-Works Railroad Yard Note	$21,000.00

Bob James made a motion to approve the expenditures with Jim Crotty seconding. The motion was adopted by a vote of eight (8) Members voting in favor of the motion and no members voting against the motion.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary

MINUTES OF MEETING OF THE EXECUTIVE COMMITTEE

OF

NORPHLET CHEMICAL INC.

A meeting of the Executive Committee of the Board of Directors of the Corporation was held on July 16, 2008, and at said meeting Brian Brooks, Jim Crotty, Evert Talbot, David Henry, Scott Reed, Robert James, W.L. Cook, Charles L. Long, William Spector being nine of the members of the Corporation's Executive Committee of Board of Directors were in attendance. Member Jesse Spector was not present. Also in attendance were Scott Carter and Nelson Abell.

Evert Talbot said that he has left messages and emails with Richard Hammond (Patent Attorney) about proceeding with the patent process. He has not gotten a response as of this meeting. He explained the detail that will be required of us to send for the process and that we distribute no technical information until that time to protect the confidentiality of our process. Evert then said that after Ronnie contacting Systems Contracting about the possibility of being the general contractor for the revamp of the plant, Systems sent an estimator to assess the scope of the work, labor and timing. He said that they are interested in the job and could start soon on the dismantling of the parts of the plant that are going to be changed. Bob James asked about the amount of the changes, specifically about the number of heat exchangers. Evert explained the changes. Evert then said that in his visit with Chemtura, that Hunt Guillot and Systems Contracting were both highly recommended. Evert then said that we a draft of the Phase II contract with Iikubo. He said that Iikubo had sent him a proposal that was very expensive. David Henry then went over a comparison of Iikubo's request and the two proposals that Evert, Ronnie and Vic had worked on. There was a lengthy discussion on the contract concerning two issues. First, do we really need him or could the project be completed with Ronnie Jackson and Steve Owen's input? The second issue is the catalyst. Is this the one thing that we must have Iikubo for? Bob James reemphasized that we must speed up the process by three levels so that we are in production by December 31, 2008.

Bob James then asked Brian, Evert and David for an update on their meeting with Tulstar last week in Dallas. Brian said that we had a good meeting with Mark Nagle (President) and Elaina Forsythe (CFO). Their concern was twofold. One, the status of the contract and two the funds expended for raw materials last year. He said that Elaina gave David a formal demand letter for reimbursement of $270,000.00 that Tulstar had spent for raw materials. Their reference was that we had failed to make salable 134a, had ruined substantially all of the raw material and that we had been formally presented a request for reimbursement. Brian said that there was discussion on the terms for repayment as well as the possibility of raising the tolling fee to cover the additional costs of building the plant. Brian then said that we told Tulstar that their concerns would be discussed with the Norphlet Board next week and the Jones-Hamilton Board at the end of the month.

Bob James said that the Committee had been sent a 2009 proforma prepared by David and Brian. David asked the Committee to turn to page four to review the assumptions before starting a discussion of the proforma. David started reviewing the debt owed by the company that was included in the forecast. When the discussion turned to the new debt incurred from Jones-Hamilton as a result of the January 2008 Board meeting, Brian said that all of the draws this year were in the form of ten (10) day notes. W.L. Cook asked why ten day notes. Brian said the idea was to put pressure on the Garrisons. W.L. Cook then asked if that means we are in default on the loans and Brian said yes. This caused concern on the part of W.L. Cook, because he said we are technically in bankruptcy at this point. There was a lengthy discussion over this issue and the requests that Jones-Hamilton has made as consideration for loaning the funds to complete the project. After the discussion, William Spector asked that there be a teleconference meeting of the non Jones-Hamilton members of the Committee to bring our views on the Jones-Hamilton offer before their Board meeting at the end of the month. David then asked the Committee members to review the proforma for further discussion at tomorrow's meeting, which will be right after the Board meeting. David reminded the committee that the Board meeting would start at 8:30 tomorrow morning.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary

MINUTES OF MEETING OF THE EXECUTIVE COMMITTEE

OF

NORPHLET CHEMICAL INC.

A meeting of the Executive Committee of the Board of Directors of the Corporation was held by teleconference on August 6, 2008, and at said meeting W.L. Cook, David Henry, Robert James, Charles L. Long, Scott Reed and Jesse Spector, being six of the members of the Corporation's Executive Committee of Board of Directors were in attendance. Members Brian Brooks, Jim Crotty, William Spector and Evert Talbot were not present. Also in attendance were Scott Carter, Nelson Abell Vic Forte and Ronnie Jackson.

David Henry said that the committee had been sent the minutes of the July 9, 2008 Executive Committee meeting. He asked if there was a motion to approve them as sent. W.L. Cook made a motion to approve the minutes as sent with Charles Long seconding. Robert James asked the committee to review the assumptions for the proforma that David and Brian had done because those assumptions have a significant impact on the numbers in the proforma. The motion was adopted by a vote of six (6) Members voting in favor of the motion and no members voting against the motion. David Henry then said that the Committee had been sent the minutes of the July 16, 2008 Executive Committee meeting. David said there was one correction to be made to the minutes sent to the Committee. On page 2 in the second line the word "urn" should be "turn". He asked if there was a motion to approve the as amended. Robert James made a motion to approve the minutes as amended with W.L. Cook seconding. The motion was adopted by a vote of six (6) Members voting in favor of the motion and no members voting against the motion. David Henry then said that the Committee had been sent the minutes of the July 17, 2008 Executive Committee meeting. David said there were three corrections to be made to the minutes sent to the Committee. In paragraph 2 in the second line the word "were" should be "was" and the end of the sentence on line 3 should read "in light of the current financial and legal situations". The next to last sentence in the third paragraph should be "Ronnie then said that we could have metal issues". David then asked if there was a motion to approve the as amended. Scott Reed made a motion to approve the minutes as amended with Jesse Spector seconding. The motion was adopted by a vote of six (6) Members voting in favor of the motion and no members voting against the motion.

David Henry presented the following cash expenditures to the Committee in accordance with the spending resolution approved by the Board of Directors on April 16, 2008 for the period of August 4, 2008 through August 15, 2008:

Consulting Fee Chemical & Metals Inc.	$14,000.00
Medical Insurance premium for August	$12,500.00

W.L. Cook made a motion to approve the expenditures with Robert James seconding. The motion was adopted by a vote of six (6) Members voting in favor of the motion and no members voting against the motion.

Robert James said he was working on a position letter as a result of the Jones-Hamilton board meeting last week as to the key items in their request for consideration that was presented to the Executive Committee in April 2008. He said that the three main points would be:

1. The total loan limit to Norphlet Chemical for all debt has been set at $12,500,000.00.
2. The response to the Jones-Hamilton loan consideration requests, which were presented in April 2008, is due September 1, 2008.
3. There needs to be a shareholder plan of action for dealing with the shareholder lawsuit and its potential fallout.

Ronnie Jackson said that Steve Owens called him yesterday and Steve said he was too sick for Ronnie to come to Tennessee. The trip will probably be early next week. The purpose of the trip is to finish the review of the P&ID for the parts that will need to be exotic metals and to get the detailed instrument list. Ronnie said he is waiting on PFD with the mass balances from Iikubo that Steve Owens wants to talk to him about the phase separation tests that our lab is performing. He said that there is some concern about the amount of organics is the top layer of HF. Ronnie then said that he met with Systems Contracting yesterday about he cost estimates and for the dismantling of 6 to 8 pieces of equipment that will not be used in the new process. He said that Hunt Guillot has reviewed our electrical network. Nelson Abell asked if we had a list of the new and used equipment and their related costs. Ronnie said that list is the purpose of his next trip to see Steve Owens in Tennessee.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary

MINUTES OF MEETING OF THE EXECUTIVE COMMITTEE

OF

NORPHLET CHEMICAL INC.

A meeting of the Executive Committee of the Board of Directors of the Corporation was held by teleconference on August 20, 2008, and at said meeting W.L. Cook, David Henry, Robert James, Scott Reed and Evert Talbot, being six of the members of the Corporation's Executive Committee of Board of Directors were in attendance. Members Charles L. Long, Jim Crotty, Jesse Spector and William Spector were not present. Also in attendance were Scott Carter, Nelson Abell Vic Forte, Pat Long and David Long Sr,.

David Henry presented the following cash expenditures to the Committee in accordance with the spending resolution approved by the Board of Directors on April 16, 2008 for the period of August 18, 2008 through August 29, 2008:

Monthly Insurance Prem. G/L, Property, W/C	$25,000.00
Legal Bill – Dover Dixon Horne for July 2008	$10,500.00
Systems Contracting – Monthly Payment Old Balances	$57,511.00
Iikubo Phase II 2nd Installment	$50,000.00
Trac-Works Railroad note payment	$21,000.00

W.L. Cook made a motion to approve the expenditures with Scott Reed seconding. David Henry said that he has received an email from William Spector approving all the cash expenditures. The motion was adopted by a vote of six (6) Members present and William Spector's email voting in favor of the motion and no members voting against the motion.

David Henry said that the committee had been sent the minutes of the August 6, 2008 Executive Committee meeting. He asked if there was a motion to approve them as sent. Robert James made a motion to approve the minutes as sent with W.L. Cook seconding. The motion was adopted by a vote of six (6) Members voting in favor of the motion and no members voting against the motion.

Evert Talbot said that he has been unofficially notified by Tulstar that they are going to be unable to supply the Hydroflouric Acid (HF) for the process at Norphlet because MEXICHEM will not be selling any to them. Evert said that Tulstar did not have a contract with MEXICHEM and that the start-up delays have also affected the sale. MEXICHEM was totally shut down for three week from the affects of Hurricane Dolly. This has put them behind with all their customers. The other thing affecting the production of HF is the short supply of sulfuric acid which a raw material in the production of HF. Evert has informed Tulstar that we are going to attempt to find HF on our own to which Tulstar said they would do anything to help in the search. Evert said that he was in the process of contacting several suppliers to find a supply of HF for the

plant. Evert said that there is a lot of discussion between Iikubo, Steve Owens, Ronnie and Hunt Guillot on the metallurgy of the various parts of the plant. Evert then said that Ronnie is going back to Tennessee on Thursday to be with Iikubo and Steve Owens through the weekend to work out those issues. Vic Forte explained the issues that were occurring with the phase separation tests and said he would welcome any help from Iikubo and Steve Owens. Robert James said that the cost estimate from Hunt Guillot would be received and distributed to the committee members before our next teleconference meeting on September 3, 2008. Vic Forte said that the estimate will be a number with a plus/minus of 30%.

Brian Brooks gave an update on the legal issues. He said that the answer was filed yesterday on the Murphy lawsuit and the depositions had been taken with John and Jeff Garrison.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary

MINUTES OF MEETING OF THE EXECUTIVE COMMITTEE

OF

NORPHLET CHEMICAL INC.

A meeting of the Executive Committee of the Board of Directors of the Corporation was held by teleconference on August 26, 2008, and at said meeting Brian Brooks, W.L. Cook, Jim Crotty, David Henry, Robert James, Charles L. Long, Scott Reed, William Spector and Evert Talbot, being nine of the members of the Corporation's Executive Committee of Board of Directors were in attendance. Member Jesse Spector was not present. Also in attendance were Scott Carter, Nelson Abell Vic Forte, Cyril Hollingsworth and Jim Beachboard.

Robert James said that the meeting was called to give the Executive Committee an update of the lawsuits involving the company. Cyril Hollingsworth presented the committee an update of both lawsuits involving the company. W.L. Cook made a motion to accept the attorney recommendation in light of the depositions of the Garrisons, to take more time for the discovery and case preparation so that we are fully prepared for the trial of the case. Robert James seconded the motion. The motion was adopted by a vote of nine (9) Members present and no members voting against the motion.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary

MINUTES OF MEETING OF THE EXECUTIVE COMMITTEE

OF

NORPHLET CHEMICAL INC.

A meeting of the Executive Committee of the Board of Directors of the Corporation was held by teleconference on September 8, 2008, and at said meeting Brian Brooks, W.L. Cook, Jim Crotty, David Henry, Robert James, Charles L. Long, Scott Reed, Jesse Spector, William Spector and Evert Talbot, being all ten of the members of the Corporation's Executive Committee of Board of Directors were in attendance. Also in attendance were Scott Carter, Nelson Abell Vic Forte, Cyril Hollingsworth and Jim Beachboard.

Robert James said that the meeting was called to give the Executive Committee an update of the lawsuits involving the company and the cost estimate to complete the plant. He said that he received the cost estimate from Hunt Guillot on Thursday of last week and the estimate is $10,000,000.00 plus or minus thirty percent (30%). He said that he was shocked by the number and that Vic and Ronnie have looked through the report and they say that it is possible savings of $1,500,000.00. Robert James then said there are three important issues facing the company. They are: (1) At the current price to complete, the plant would be unprofitable (2) Tulstar has lost its HF supply (3) the lawsuit has a 50-50 chance of being won and if won clear ownership of the stock is in question because of the wives' names are on the stock.

Cyril Hollingsworth presented the committee a review of Garrison lawsuit. After the review, he recommended that we file a dismissal without prejudice of the case. He said that we would have the option to file the suit again within one year. He said that we come to the conclusion based on the depositions of John and Jeff Garrison that there was not an agreement and it is time to move forward with the project. Cyril said that if Jones-Hamilton were to file a suit against the Garrisons for their personal guarantees, this would also end the agreement of the January 2008 board meeting. Nelson Abell asked if Cyril had subpoenaed the personal tax returns of John Garrison to verify the correct recording of the Michael Murphy stock transaction. Cyril said he did not. Nelson then asked how easily could the Garrisons to have the possible Jones-Hamilton lawsuit transferred from Ohio state court to Federal court. Cyril said they would have to hire Ohio attorneys handle that issue. He then said that if any member of the committee has personal claims with the Garrisons, they should consult their own attorneys for advice. W.L. Cook made a motion to accept the attorney recommendation to dismiss the lawsuit without prejudice. Brian Brooks seconded the motion. The motion was adopted by a vote of ten (10) Members present and no members voting against the motion. The committee members were polled individually.

Robert James said that since the January board meeting we have solved the chemistry and engineering problems related to the plant process. He said that Jones-Hamilton

would pay the engineering cost of Hunt Guillot and the legal cost of Dover Dixon Horne. He went on to say that these are the only costs that will be paid by Jones-Hamilton because their board has voted to suspend funding to the project. He made it clear that they would not be funding the shut down costs of the plant. Evert Talbot said the big concern for the company is the chemicals that are on the plant site. He said that we have received estimates to remove them of $350,000.00 to $400,000.00. He also said that there is a question of Tulstar or Norphlet owning the chemicals. The HF and TCE were shipped to us last September by order of Jeff Garrison ordering them from Tulstar. There was discussion about some one being authorized to initiate negotiations with Tulstar to have them take and dispose of the chemicals. There was not a motion made to pursue this plan of action.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary

MINUTES OF MEETING OF THE EXECUTIVE COMMITTEE

OF

NORPHLET CHEMICAL INC.

A meeting of the Executive Committee of the Board of Directors of the Corporation was held by teleconference on September 12, 2008, and at said meeting Brian Brooks, W.L. Cook, Jim Crotty, David Henry, Robert James, Charles L. Long, Scott Reed, Jesse Spector, William Spector and Evert Talbot, being all ten of the members of the Corporation's Executive Committee of Board of Directors were in attendance. Also in attendance were Scott Carter, Nelson Abell and Vic Forte.

Robert James said that he had two observations to make after the board meeting earlier this morning.

1. Detailed information on the engineering and technical aspects of the plant should only be given to those involved in that process.
2. There should be no discussion and/or negotiations with any outside third party about the ownership of the company without the prior approval of the Executive Committee.

David Henry information on John Garrison's comments after the board meeting to those who were in the conference room and to employees as he left the property.

David then presented the estimated costs for the next 60 days:

Payroll	130,000
Liab. Insurance	50,000
Health Insurance	25,000
Utilities	20,000

This would cost about $225,000.00 with an additional 42,000.00 to payoff the railroad note and 5,500.00 to pay the lease purchase on the mitigation pumps.

Robert James said that since the January board meeting we have solved the chemistry and engineering problems related to the plant process. He said that Jones-Hamilton would pay the engineering cost of Hunt Guillot and the legal cost of Dover Dixon Horne. He went on to say that these are the only costs that will be paid by Jones-Hamilton because their board has voted to suspend funding to the project. He made it clear that they would not be funding the shut down costs of the plant. Evert Talbot said the big concern for the company is the chemicals that are on the plant site. He said that we have

received estimates to remove them of $350,000.00 to $400,000.00. He also said that there is a question of Tulstar or Norphlet owning the chemicals. The HF and TCE were shipped to us last September by order of Jeff Garrison ordering them from Tulstar. There was discussion about some one being authorized to initiate negotiations with Tulstar to have them take and dispose of the chemicals. There was not a motion made to pursue this plan of action.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary

MINUTES OF MEETING OF THE EXECUTIVE COMMITTEE

OF

NORPHLET CHEMICAL INC.

A meeting of the Executive Committee of the Board of Directors of the Corporation was held by teleconference on October 7, 2008, and at said meeting Brian Brooks, Jim Crotty, David Henry, Robert James, Charles L. Long, Scott Reed, Jesse Spector, and William Spector, being eight (8) of the members of the Corporation's Executive Committee of Board of Directors were in attendance. Members W.L. Cook and Evert Talbot were not present for the meeting. Also in attendance were Scott Carter, Nelson Abell and Vic Forte.

David Henry informed the committee on the currents status of the Property/General Liability/Umbrella/Workman's Comp. insurance. The committee reviewed the immediate expenses facing the company. They were:

2 Payrolls	55,000
Liability Insurance	25,000
Health Insurance	8,500

There was a discussion of the property values in the property insurance. David said the property insurance value was 30mm. Nelson said that we should request that be lowered since the plant was not in operation and would not be in the near future. David also said he would talk to the insurance agent about getting the workman's comp premium lowered because the annual premium was based on salaries at the first of the year and our salaries this year had been much lower. Charles Long made an offer to the committee for an oil and gas lease for the property owned by the company. He offered $50.00 an acre with a one-eight over-ride for a three year lease on the property. The committee did not take any action on the lease because of future ownership concerns from the State of Arkansas. There was some discussion about fortifying the weak HCL to strengthen it to be sold in the oil field industry as well a the current pricing of scrap metals.

With no other business, the meeting was adjourned.

Respectfully submitted

David W. Henry
Secretary

Norphlet Operating Committee Minutes
April 15, 2008

The Operating Committee met at 7:30 p.m. Central Standard Time on April 15, 2008. Attendees were Scott Reed, W.L. Cook, David Henry, Brian Brooks, Evert Talbot, Charles Long, Scott Carter, Billy Spector, and Bob James.

Bob James talked about the plans for tomorrow's Board meeting. W.L Cook what would be the procedure if John and Jeff came to the meeting and acted in their previous capacities of Chief Executive Officer and President. David Henry said the Board would vote them out of office, which is allowed by the By-laws. We could not vote them out as Board members. David said that the shareholders are the only ones with the power to vote a Board member off the Board. Bob James recommended that we contact Jim Beachboard of DDH for his advice of this potential issue.

Evert Talbot said Ronnie Jackson was on his way home from Colorado to review the testing of the liquid phase reaction times. He said that Ronnie will have a report of the progress at tomorrow afternoon's technical meeting. Bob James said we need to push the outside consultants as much as possible for answers even though we are only in Phase 1 of the evaluation. There was a lengthy discussion on liquid phase vs. vapor phase for the plant.

Bob James said that creating a revenue stream as soon as possible is critical. He directed David Henry to review the cost of the plant's insurance program (Property, Worker's Comp, General Liability and Umbrella, to revisit the monthly amount we are paying on old accounts payable, and to pay the payroll taxes as they are due to avoid future penalties.

Bob then presented the Jones-Hamilton requests for compensation for the funds loaned to the company. He said that JH is asking for the HCL at no cost in perpetuity. Bob said that the current pricing structure is very complex and it had been offered to JH in the past. David said that the original proforma had no revenue stream for the HCL. Bob said that the funds extended to the company since January 17, 2008 is high risk capital. He is asking that for every 100,000.00 loaned to the company any source, the loaner should receive one percent (1.00%) of any distribution to shareholders in perpetuity. W.L. Cook said that would have to be calculated as some kind of consulting fee and that this would dilute the distributions to the current shareholders but not their share of the company. No vote was taken on either issue, but only presented for the Committee to be aware of the Jones-Hamilton request.

Expenditures since January 17 through April 18, 2008 will be $1,664,544. David Henry presented a breakdown of the expenses as well as a forecast of the expenses for the next six months.

Regards,
David Henry

Norphlet Operating Committee Minutes
April 9, 2008

The Operating Committee met by conference call at 10:00 a.m. Central Standard Time on April 9, 2008. Attendees were Scott Reed, Nelson Abell, W.L. Cook, David Henry, Brian Brooks, Evert Talbot, Craig Wilson, and Bob James.

We reviewed Craig Wilson's technical report. All technical managers and consultants will meet with us next week, but not as part of the official Board Meeting. The C&MI tests have been delayed due to the review and approval process with Iikubo. Completion will be in 4-6 weeks, or about May 20. Capacity will be confirmed through the C&MI testing; preliminary estimates range from 50% to 75% of original plan.

We discussed the attached Resolutions which will be presented at the official Board Meeting on Wednesday morning. These resolutions were presented in concept form during our conference call and changes were made. If anyone has any further edits or resolutions we should review them Tuesday night. Our rule for the official Board Meeting should be "no surprises"; we can always recess the meeting for in-depth discussion of issues or thoughts which may arise during the official meeting.

Expenditures since January 17 through April 11, 2008 will be $1,439,554. David Henry will provide summary details at the meeting.

Regards,
Bob James

(Note: At the Tuesday night dinner, Jones-Hamilton Co. will present its proposed terms and conditions for its loans made since January 17 and going forward. These will consist of two elements, the first of which has been previously proposed to and discussed with Jones-Hamilton Co.; the second element we will propose should relate to any and all loans made since January 17)

Norphlet Operating Committee Minutes
April 2, 2008

The Operating Committee met by conference call at 10:00 a.m. Central Standard Time on April 2, 2008. Attendees were W.L. Cook, Jesse Spector, Scott Reed, Nelson Abell, Jim Crotty, David Henry, Evert Talbot, Brian Brooks, Craig Wilson, and Bob James.

The Complaint by Norphlet Chemical, Inc., against John and Jeff Garrison, has been filed and served. All participants of this group will receive a copy of the complaint immediately. David Henry will also distribute the Minutes of the Special Meeting of the Norphlet Board of Directors held March 28, 2008.

We discussed the need to clarify various corporate governance issues. A planning meeting for these actions will be held by conference call on April 4, 2008; participants will be Jesse and Billy Spector, Nelson Abell, Don Dodson, David Henry, Brian Brooks, Evert Talbot and Bob James in conference with Jim Beachboard of DDH. This group constitutes 7 of the 13 Directors, represents about $10 million of the company's debt and represents about 38% of the outstanding stock (55% if the Garrisons had complied with their contractual obligations). The intention is to call a Special Meeting of Shareholders for the afternoon of April 16, 2008. A Board of Directors meeting will be held on the morning of April 16, 2008 and also the morning of April 17, 2008.

Craig Wilson summarized his report which was distributed to participants on April 1, 2008. Mr. Iikubo will be invited to speak to the Directors and Shareholders at the April 16, 2008 meetings.

Cash draws since January 17, 2008 are $1,409,554.

The conference call ID# has been changed. Please use the new conference ID# for the Norphlet conference call meetings going forward.

- Dial 1-800-444-9007
- Enter Conference ID# 5884265499 and press #

Respectfully,
Bob James

Norphlet Operating Committee Minutes
March 19, 2008

The Operating Committee met by conference call at 10:00 a.m. Central Standard Time on March 19, 2008. Attendees were Nelson Abell, W.L. Cook, Billy Spector, Scott Reed, Scott Carter and Pat Long, David Henry, Brian Brooks, Evert Talbot, Craig Wilson and Bob James.

We reviewed Wilson's report. The Colorado lab will be engaged to do the 1st stage reaction pilot plant test, which should prove the viability and capacity of the 1st stage liquid phase reaction. The ultimate time for completion of the plant, if the liquid phase is used, is projected by Iikubo as 3 months. If the vapor phase would be used, the timing increases to 6 months. The trade-offs between the liquid and vapor phases are as outlined in Wilson's report. The vapor phase would be more efficient, generate less waste, and provide greater capacity. The liquid phase would be used only to quick-start the plant to generate revenues, and only if the capital expenditures to re-do the existing 1st stage reactors was "reasonable". The ultimate process would be vapor phase in both the 1st and 2nd reactions. Antimony will be used as the 1st stage catalyst.

Brooks reported on discussions with attorney Cyril Hollingsworth. After considerable discussion, we decided to proceed with Mediation, assuming we get satisfactory answers to legal questions raised by the group. The main concern was whether any parties would lose the right to later legal action. See Brooks' additional note for this answer (stockholder suits would not be precluded if mediation is achieved). The attorney also counseled against a Directors meeting to remove Garrison (as a Director; we do not have a Chairman) at this time; to wait until mediation is tried. The Board does not need to approve Mediation; David Henry, as an officer of the company, can do this. If mediation is unsuccessful, the lawsuit will be filed.

Below are Brian Brooks' notes regarding the discussions with attorney Cyril Hollingsworth.

Cyril, David and I had a follow-up phone conference to address the questions that came out of the regular weekly investor group conference call. First, concerning the future damages concept, only the entities that are party to the signed mediation agreement (if an agreement can be reached) give up the right to sue for any known or unknown claims. For instance, if Norphlet Chemical is the only party required (by the Garrison's attorney) to sign the agreement, the company will forgo the right to sue the Garrisons' in the future. This would leave the door open for Jones-Hamilton Co. or any other shareholder to pursue a suit if necessary.

As many of the group mentioned, the written mediation agreement is non-binding. In other words, the Garrisons' and Norphlet could execute the mediation agreement and they could still not abide by it. However, the written agreement serves as legal documentation of a contract and that strengthens our argument if the case goes to trial. The agreement is akin to a signed promissory note that documents a verbal loan.

Lastly, it is Cyril's opinion that we do not need a board meeting to remove John as Chairman since it was never documented in the minutes that he was ever elected. Secondly, we do not need a board meeting to authorize moving forward on the mediation process or suit. David Henry, as CFO and an officer of the company, can authorize these actions.

Respectfully,
Bob James

Norphlet Operating Committee Minutes
March 12, 2008

The Operating Committee met by conference call at 10:00 a.m. Central Standard Time on March 12, 2008. Attendees were Scott Reed, Billy and Jesse Spector, Scott Carter, Lou and Pat Long, David Henry, Craig Wilson, Brian Brooks, Evert Talbot, and Bob James.

We discussed Evert's weekly report and the draft contract with Mr. Iikubo; points raised by Nelson Abell were addressed by Bob James; the issue concerning the patent was incorporated into the draft. We also discussed the License Fee as regards the underlying rights and the 10-year term. Norphlet will be purchasing the use rights through Iikubo. If the production of 134a should be abandoned before the end of the 10th year, then the license fees would terminate under the force majeure clause. If production continued beyond 10 years, Norphlet would have a variety of alternatives, such as, extending the agreement with Iikubo, purchasing the catalyst direct from its producer, or using another catalyst.

We reviewed the legal portion of Brian's report. It is doubtful that mediation will be pursued and the sense of the group was that nothing would be gained by it and that the group had no interest in any modification of the position of the Board's Resolution of January 17, 2008. David Henry has provided considerable corporate documents to Cyril Hollingsworth, the Little Rock attorney, who is making a thorough corporate historical review to prepare for a possible law suit.

The Long's committed to loan Norphlet $100,000 as the first installment on a planned $455,000, which will ultimately be exchanged for the Treasury Stock. They also asked that the $185,000 loan to Norphlet, as a payroll advance, be repaid to Smackover State Bank. The group agreed to do this when cash flows are being generated, to pay the current interest and to extend the note.

The group confirmed its strong position that the stock interests of the Garrisons and Peterson be reduced to 20%, creating about 17.5% as Treasury Stock useable in raising additional corporate financing, and that the Garrisons have no role in the management of the company; all of this is in keeping with the Resolution of January 17, 2008.

James reported on his conversation with David Goss of LSB on March 10, 2008 concerning the conversation between John Garrison and Jack Golsen. LSB has no interest in pursuing a buy out of Garrison's interest, nor the Company, at this time because they take only 100% positions in operating companies, and also do not want to be a party to any disputed claims. This final decision was conveyed to Evert by Goss on March 11, 2008.

Craig Wilson reported on the status of the plant cleanup; it had been interrupted by two equipment failures, both of which are now restored. Waste disposal will be substantially less than anticipated. Iikubo and his technicians will be at the plant on March 17, 2008 to start his process. His contract should be executed by then and the first $100,000 paid.

Respectfully,
Bob James

Norphlet Operating Committee Minutes
March 5, 2008

The Operating Committee met by conference call at 10:00 a.m., Central Standard Time, March 5, 2008. Those included on the call were Billy and Jesse Spector, Scott Reed, Nelson Abell, Lindy, Doc, and Pat Long, Scott Carter, Brian Brooks, Evert Talbot, Craig Wilson and Bob James.

Brooks recapped the meeting he, Don Dodson, and David Henry had with the law firm of Dover, Dixon and Horn. The conclusions were that the firm would research a couple of legal points then make recommendations to us, this would take 3-4 days; the most probable action would then be to send a letter to Garrison's attorney demanding the surrender of the stock certificates. If no accommodating response is received we would then file for a Declaratory Judgment whereby we would ask for enforcement of the January 17 Board Resolution. This process would take about 30 days. The danger in unilaterally cancelling the certificates is a legal challenge by the Garrisons and they would have 3-5 years to do this; so the replacement certificates might have to carry a restrictive legend. Brooks was also asked to discuss with these attorneys, the possibility of filing a law suit against John Garrison pertaining to his mismanagement of funds and misrepresentation of the status of the business.

Talbot and Wilson presented the proposal to contract for the design and engineering services of Fluoromer Services, LLC, (Iikubo). The scope and fees were thoroughly discussed. The common feeling is that these services are necessary and are most likely the only means available to achieve productive completion of the plant. We agreed to proceed with the contract negotiations. Phase I fees are $300,000 and will take up to 60 days to complete. This is followed by a 30-day Phase II at a cost of $4,000/day. We would also make a 10-year commitment to pay a "Processing Fee" of 2 cents/lb. for 134a produced. A portion of this latter fee would be for the payment of a "license fee" for a catalyst necessary for the second reaction. Norphlet would obtain, so far as possible, a guarantee of production of qualified product (both 134a and HCl). Work could start immediately after execution of the contract and payment of $100,000. Talbot and Brooks will negotiate final details and oversee legal drafting of the contract.

James asked for financial participation in the new operating expenses. The Longs indicated their readiness to invest the approximate $450,000 under the October 2007 stock program. They also asked that the Company formalize its obligation to repay $185,000 in payroll advances. James asked for formalization of JH's ongoing loans. He also raised concern that the Norphlet Board of Directors would not be able to function effectively and resolve financial and long-term issues with John Garrison remaining as chairman. Brooks will discuss

corporate governance issues with Don Dodson. The group agreed that ample grounds exist for the removal of Garrison as chairman.

The next Operating Committee Meeting will be held on Wednesday, March 12 at 10:00 a.m. Central Standard Time.

Respectfully,
Bob James

Norphlet Operating Committee Minutes
February 27, 2008

The Operating Committee met by conference call at 10:00 a.m., Central Time, February 27, 2008. Those included on the call were Jesse Spector, Nelson Abell, Jim Crotty, Scott Carter, Doc Long, Pat Long, Scott Reed, W.L. Cook, David Henry, Evert Talbot, Brian Brooks, Bernie Murphy, and Bob James. In addition, Don Dodson participated in the discussion of the Garrison's stock; Craig Wilson and Vic Forte participated in the technical/operating discussion.

Evert recapped his dinner meeting with John Garrison. Don Dodson's legal opinion is that the Company has a legally defensible position in reducing the Garrison's shareholdings to 20% (including shares of John Peterson) by cancelling existing stock certificates and issuing new ones. He recommended obtaining corroborating counsel from the firm of Dover, Dickson and Horn, in Little Rock. He has contacted this firm to assure there is no conflict of interest with any parties nor with the State of Arkansas. If our position is confirmed then we will proceed with the cancellation and reissuance of the stock certificates.

A discussion was had concerning the safety and security of the plant; procedures will be created to add to its security.

The design/engineering proposal from Iikubo was thoroughly discussed. Craig Wilson presented a possible counter proposal. The Company operating management believes that we will not get to 134a production without Iikubo. We have also made contact with a former DuPont refrigeration production expert, Robert Boyajian, who has been engaged for a 1-day assessment of the project. The plan of action is to press Boyajian for his assessment, keeping Iikubo interested in the project, and make a decision at next week's Operating Committee meeting. Iikubo's proposal is very expensive, but gives the opportunity for some type of "guarantee" of results. The financial arrangements might be complex, possibly involving a type of variable annuity income stream.

Vic Forte reported on the cleanup of "heavies"; the project will take 3-4 weeks; we are recovering more than anticipated, and may be able to recycle 50% of Tulstar's raw materials.

We discussed the financing of the completion of the plant. With this week's cash draw Jones-Hamilton Co. has loaned $947,554 since January 17. The Longs expressed interest in increasing their total ownership from 3% to 15% by, in part, the exercise of the option under the October financing plan; this would add approximately 4.5% of the Company for $450,000 investment. The Longs also expressed their intent to exercise their right to obtain 5% of the Company stock, directly from the Garrison's remaining 20% share, due to a previous agreement regarding the advancement of payroll funds. Jesse Spector said that they have

been discussing ways to approach additional investment. Nelson Abell said he was considering how he could participate. Bob James said Jones-Hamilton Co. would propose a change in its supply contract costing and that Jones-Hamilton Co.'s additional investment should participate in profit distributions.

The Operating Committee will have a 2-part meeting next Wednesday at 10:00 a.m., Central Time, the first part will address financing activities; investors should be prepared to discuss timing, terms and conditions of financial plans. The second part will address technical and operating issues.

I appreciate the time and effort of everyone involved with the efforts to bring about a positive conclusion to the design, engineering, construction, operating, and financing of the plant and business.

Respectfully,
Bob James

Norphlet Operating Committee Minutes
February 13, 2008

The Operating Committee met by conference call at 10:00 a.m. Central Time, February 13, 2008. Participating were Nelson Abell, Billy and Jesse Spector, Scott Reed, W.L. Cook, Scott Carter (representing Long Brothers) and Brian Brooks, Evert Talbot and Bob James of Jones-Hamilton Co.

The surrender of the Garrison's stock certificates has not been made, missing yesterday's deadline. Don Dodson has advised that the certificates can be cancelled on the Company's stock records without physical surrender. This will be done as of Friday, February 15 at 5:00 p.m.

Evert Talbot's weekly report was reviewed along with that of Craig Wilson's. Questions were directed to securing the services of Mr. Iikoubo and the anticipated contribution by consultants Steve Owens (Jackson is meeting with him today) and Bill Gumprecht. Evert reviewed the current recycling and waste disposal activities; these should take 2-3 weeks and will be carried out simultaneously with the design and engineering consultations. Talbot reported that the consultants believe we can recycle 60% of the "heavies" on an ongoing basis; 40% would require disposal, adding to the ongoing cost of operation.

On the equipment requirements, Spector expressed that the estimate of 6-8 weeks may be too short because the water wash is not an off-the-shelf item. Talbot believes that the HCl stripper may require less time.

We had considerable discussion on the reactors purchased, on hand and in place, and the possibility of need for a new one, if antimony is used as the catalyst. Abell asked if the Ruston, LA, engineering company will be needed. Talbot responded that we will bid out some of the equipment, and that they could be involved in the plant build-out.

The cash draw for the week is $105,000; Brooks and David Henry reviewed the needs and details. JH will advance this amount, bringing the total since January 17 to $747,554.

Next week's conference call has been changed to Tuesday, February 19 at 3:00 p.m. Central time.

Respectfully,
Bob James

Norphlet Operating Committee Minutes
February 6, 2008

The Operating Committee met by conference call at 10:00 a.m., February 6, 2008. Those included on the call were Scott Reed, Nelson Abell, Scott Carter, W.L. Cook, Evert Talbot, Brian Brooks, and Bob James.

We reviewed Craig Wilson's report. The consultant, Bill Gumprecht, confirmed that we will always produce "tars" in reaction #1 and should include their removal as a part of the process. He raised substantial questions on the use of Tantalum Pentafluoride; the Antimony catalyst will be substituted. The other process questions which he raised seemed to confirm the processing needs as being developed by others, i.e., level of heat in the secondary reaction; the need for a "water wash" and HCl stripper.

Evert's report was reviewed. The use of the consultants Steve Owen and Mr. Icoubo were discussed and agreed to. Evert reported on progress made with the patent attorney. We will present Hammond our current "best thinking" on the plant design for confirmation that we have no patent infringement issue; then keep this updated as plans may change. The catalyst is not a patent issue. Also, the supplier of the Antimony catalyst will take back the spent catalyst, recycle it and return with revitalized product.

Evert stated that the goals for the week are to make a decision on how to deal with the tars (a combination of recycling and disposal); to make decisions on the equipment which is absolutely necessary, and to engage Icoubo.

The Garrisons have not surrendered their stock. A demand letter from Dodson was sent on Monday, February 4. Evert plans to talk with Jeff Garrison this Friday. The cash requirement for this week is $41,500 increasing the JH funding to $642,554 since January 17.

A conference call is scheduled for Wednesday, February 13, at 10:00 a.m., Central time.

Respectfully,
Bob James

Norphlet Operating Committee Minutes
January 30, 2008

The Operating Committee met by conference call at 10:00 a.m., January 30, 2008. Those included on the call were Scott Reed, Nelson Abell, Scott Carter, Doc Long, Pat Long, Billy Spector, Jesse Spector, W.L. Cook, Evert Talbot, Brian Brooks, Bernie Murphy, and Bob James

We reviewed Brian Brooks' report on the meeting which he, David Henry, and Evert Talbot had with the State of Arkansas representatives. W.L. Cook reported that he had received a follow-up call from Mac Dodson, head of the State agency, which handles the $750,000 loan.

We reviewed Craig Wilson's report on the status of the plant design. A suggestion was made that the patent attorney, Hammond, has an obligation to provide Norphlet with his file which we can then review to relieve any uncertainty as to the questions he has been answering. Also, we will get his definitive answer on the integrity of our process vs. the INEOS patent. We will get an opinion from CeCon on the chemical state of the catalysts and a recommendation on what to do with the existing "heavies" and off-spec materials.

The completion of the plant design is divided into three phases and working groups:

1. Phase I, Chemical process: Jackson, Wilson, Talbot, and CeCon
2. Phase II, Metallurgy: Jackson, Forte, Wilson, Talbot, and Hunt-Guillot
3. Phase III, Mechanical: same as Phase II

We reviewed Evert Talbot's report. Abell asked about morale of employees. Talbot responded that spirits were good; that Jackson is the biggest challenge as he is still frustrated over the Garrisons not allowing him to proceed as he needed. Talbot reported on a conversation he had with Mark Nagle, President of Tulstar. Nagle has some interest in becoming a shareholder. Tulstar currently has $300,000 invested in plant raw materials. A question was raised as to whether a new contract price should be negotiated with Tulstar, given the significantly higher cost of the plant; the contract should contain pricing protections for Norphlet. Tulstar is also active in the R-152 refrigerant market, importing product from China. This is a possible alternative product for Norphlet to produce.

James reported that JH has advanced Norphlet $600,000 since January 17; payroll taxes are current, payroll benefits are current, the UP note is being serviced, and all creditors having balances under $5,000 were paid-off. The Garrisons have not surrendered their stock. A recommendation was made that Don Dodson write a demand letter to the Garrisons and also advise them of the restrictions on stock transactions.

Reports for the week of January 28 will be emailed on February 4, note that those reports are distributed to the entire Board of Directors. A conference call is scheduled for Wednesday, February 6, at 10:00 a.m., Central time.

Respectfully,
Bob James

To: Norphlet Operating Committee

From: Brian Brooks

Date: January 28, 2008

Subject: State of Arkansas Meeting

Attendees: Brian Brooks—CFO, Jones-Hamilton
Evert Talbot—Manager of Chemicals Division, Jones-Hamilton
David Henry—CFO, Norphlet Chemical
Chuck Cathey—Development Finance Officer, Arkansas Development
Finance Authority
David Nevala—Loan Officer, Arkansas Economic Development Commission

A meeting was held at 10:00 with the above listed attendees on January 24, 2008 at the offices of Norphlet Chemical. We began the meeting with a summary of the actions taken by the Norphlet Board of Directors the previous week. Chuck and David were very comfortable with the new direction of the company especially with the reduction in work force that took place last week while we are defining the necessary components to successfully finish the plant. It was very apparent that Chuck and David had a very thorough understanding of the status of the plant prior to the January Board Meeting and that is due to the open relationship David Henry has fostered with the state. Due to the fact that the Garrison family group agreed to relinquish approximately 17% of the Company stock, being nearly 50% of their ownership, we inquired of Chuck and David if they would release the personal guarantee of the Garrison's on the notes. Their answer to this request was a definitive no.

Several times throughout the meeting we expressed our desire to have a total deferral of all principal and interest payments until the plant was operational. At present, Chuck and David were reluctant to commit to this concept. However, they did agree to the deferral of all payments until we have developed our completion plan which should occur in the next 30-45 days. As part of our commitment to keep both state agencies informed, we agreed to semi-monthly updates concerning our progress.

We concluded the "formal" part of our meeting with a brief plant tour followed by lunch. The meeting ended around 1:00.

Norphlet "Operating Committee" Minutes of January 23, 2008

To: Nelson Abell, W.L. Cook, Lindy Long (also David Long, Pat Long, and Scott Carter), Scott Reed, Billy and Jesse Spector

I called this conference call meeting to assure that the activities of Norphlet were being conducted in a transparent way as concerns the Board and significant investors. The call covered events reported in writing on Jan 21, made to the full Board of Directors, and others occurring from Jan. 17-23, and some which were felt inappropriate for inclusion in the report to the full Board.

There were grave concerns by the Garrison family, on Jan. 17, as to how John Garrison was reacting to the events. Employees offered virtually no reaction when told that John was no longer running the Company. Evert has not pushed on John and Jeff to clean out their offices because of concern that they have custody of files needed by the Company.

John is still advocating a trial and error approach to completing the plant, but doesn't know what changes will work. Jeff, in John's presence, asked Evert for future compensation for John because he is "flat on his back". David Henry was told by ~~Jeff~~ that John is contemplating taking personal bankruptcy.

We discussed the request by Michael Murphy for repurchase of his stock which was bought directly from the company for $250,000, representing 1%, in a deal arranged by the Garrisons, at a time when interests of 1% had been sold for $100,000 or less. This 1% of stock was made available by the Garrison "contributing" stock to the Company in return for Promissory Notes of $125,000 each, in favor of John and Jeff Garrison. Don Dodson has opined that the Company has no legal responsibility to repurchase the Murphy stock. At the time of the deal, John Garrison told Nelson Abell that there was more to this deal.

We discussed the corporate organizational voids. We have neither President nor CEO. John Garrison still occupies the position of Chairman; Don Dodson says this position is without explicit authority and suggests we wait until the April Directors meeting to make a change. The point was made that we are operating as a "skeletal" company until April and should continue this way.

We discussed the meeting with the lending agencies of the State of Arkansas, to occur on Jan. 24. The Directors have committed to asking the State to waive the personal guarantees of the Garrisons. However, NO replacement guarantee will be offered. The suggestion was made that Jim Crotty also attend this meeting (in addition to David Henry, Brian Brooks and Evert Talbot). I invited Jim, but he had a medical commitment that day in Little Rock. The meeting will be held at the Plant with a plant tour, then negotiations.

I reported that the Company had made the first cash request, $82,350, for the purposes attached, and is preparing another one for Jan. 25, see same attachment. These amounts

added to the JH bridge loans of Dec. 28 and Jan. 11, bring the total to $423,350. This amount and subsequent bridge loans made until more permanent funding is obtained will eventually be rolled into the permanent funding package with terms and conditions similar to those now existing with JH.

The JH offer to waive the Garrison personal guarantees attached to the JH notes and the cessation of the start-up penalty effective Jan. 17, as part of the overall re-financing Board Resolution, have been prepared, but will not be executed by JH until the Garrisons surrender their stock down to the 20% level. They have not volunteered their stock certificates and David Henry has requested this surrender. A discussion ensued concerning the creation of additional leverage on the Garrisons by delaying the payment of past due payroll taxes. We decided not to do this because of the risk to David Henry.

The suggestion was made to chronicle all of the mismanagement activities of the Garrisons, those which are harmful to the Company. This will be done by James and Talbot.

The working arrangement with Ronnie Jackson has not been finalized. Talbot, Henry and Brooks will work on this.

A question was raised as to the status of the Executive Committee and its membership. The suggestion was made that the group on this conference call (consisting of the Executive Committee and the Investor Group) constitute an "Operating Committee" and would report all key decision to the full Board of Directors for approval. I had made the motion at a past Directors to create the Executive Committee, consisting of Lindy Long, W. L. Cook, and Scott Reed. Subsequent to this conference call I asked David Henry for the Minutes regarding this. He said that the Executive Committee included John Garrison, Jeff Garrison, and David Henry. He then referred this question to Don Dodson, who opined that the Garrisons and Henry had been included as members of management and that we could proceed with the 3-Director Committee.

In follow-up to other questions raised during the conference call: David Henry says there are no Employment Contracts; that employees sign an Employment at Will document and some have a secrecy agreement. Evert is enforcing this latter by having all contractors, Ronnie Jackson and Craig Wilson (JH) sign secrecy agreements. David Henry confirms that other employees have made minor expenditures of behalf of the Company and that they were always told that they would receive reimbursement when the Company could afford it. He disputes that the Company owes John Peterson anything on the grounds that John was paid a full salary for doing very little and was always paid travel mileage.

Respectfully,
Bob James

Norphlet Chemical Activities January 17 – 19, 2008

To: Norphlet Board of Directors, Nelson Abell, Vic Forte, David Henry, and Brian Brooks

Evert Talbot and/or I will issue a weekly report of the activities in executing the plan approved by the Board of Directors on January 17, 2008. Evert has provided the information for this first report.

Evert stayed at the plant through the end of the workday on Friday. During Thursday afternoon and evening he met with Vic Forte, David Henry and Ronnie Jackson to review their joint understanding of the expectations of the Board and Investor Group. Ronnie's proposed plan of action for engineering/design reasonably paralleled the Capital Equipment Plan as provided to the Board by the Garrisons and Vic Forte. He is very interested in staying on for the long haul. He discussed a consulting fee of $60 per hour plus a bonus if the plant came-up in "reasonable time", with continuous and on-spec 134a. He would then want to be on a monthly retainer, but he also talked about the high cost of COBRA insurance at $1,000 per month. Evert made no commitment to Ronnie; I would like to discuss this with the Executive Committee. Ronnie says he still consults for Davidson Chemical in Monroe, LA, and occasionally for the Long family.

Plans are being made for Evert, Vic, and Ronnie to meet with the engineering/design consultants as soon as possible. These consultants are the former one, Randy Belter, and CeCon Consultants from Wilmington, DE. Ronnie has "qualified" the CeCon consultant by phone and has confidence in his credentials, apparent skills, and past achievements. The minimum fee of the "134a expert" is $2,500 for at least one full day of consulting. Ronnie believes the total cost of this engagement would run between $12 - $15,000.

Late Thursday afternoon, Evert began the process of coordinating the choices for those employees to be retained and those to be laid-off. He weighed comments and recommendations from Vic Forte, Ronnie Jackson, Dale Singleton (ex-Great Lakes) and Jeff Garrison. David Henry also provided recommendations from an administrative perspective. Most of the individual recommendations were for the same employees and Vic's recommendations were given greater weight.

On Friday morning, those employees selected to stay were called into a private meeting. These employees were operators and maintenance employees who reported directly to Vic. They were advised of the pending layoffs. It was a very emotional meeting. Vic asked if any of them had any intention of leaving after they were chosen to stay. If so, they were asked to let us know ahead of time in order that we might save another employee's job. Scott Hill, the lab manager, was also retained. All retainees were promised full current pay plus normal vacation pay.

The layoff meeting was held immediately afterwards; 22 employees were involved. They were told by Vic why the plant was temporarily shutting down and what the future might bring. He told the employees that the layoff was vital to the long-term viability of the plant, that the project continues to run out of funding and could not fund process alterations and necessary equipment. Evert also talked to the group and expressed hopes and interest in someday calling most of them back to work.

Vic then met again with the retained employees to discuss the pending plans for the safe and orderly shut down of the plant for an extended 2 to 4 month period. Evert, Vic and the Garrisons met with the environmental consultant, James Felton, from Hot Springs. He was told by Evert that he should continue working for Norphlet, but on a consultant basis only. In the past he had been on the payroll with full benefits. He will submit a fee and work proposal to Vic and Evert next week. He will have to do some special paperwork and filings for this temporary shutdown period.

On Friday, Jim Crotty called to say that the newspaper would undoubtedly run an article on the shutdown and that we should prepare a news release giving the facts. This was done as a joint effort of Evert, Vic, John and Jeff and was reviewed by Jim. The article was in the Sunday issue of the El Dorado paper.

Also, on Friday, David Henry received a call from Michael Murphy requesting that the Company buy back his stock at his full investment of $250,000 (note: I am unclear on the facts surrounding this transaction, which involved Murphy, John Garrison, Jeff Garrison and the Company). I was made aware of this phone call and the very emotional meeting that apparently occurred between Murphy and Jeff Garrison on Thursday night. I asked David Henry to refer this entire issue, with all the facts, to Don Dodson. Don, David, and Brian Brooks will discuss the facts on January 22.

Evert has given Vic Forte a full list of his expected activities in the shutdown. David Henry received numerous creditor calls Friday. He and Brian Brooks will try to schedule a meeting with the State of Arkansas on January 24 in Little Rock. David will submit a cash request to Jones-Hamilton on Tuesday and another one for Friday for the payroll.

I would like to schedule a conference call with the Executive Committee of the Norphlet Board, for Wednesday, January 23, at 10 a.m. Central Standard Time, my office will coordinate this with the members.

Respectfully,
Bob James

Sunday.
January 20
2008
El Dorado
Papa

December 30, 2007

I had a very lengthy conversation with Ronnie Jackson, Technical Director for the Norphlet plant. At first he was extremely hesitant to say anything for fear of loosing his job. Vic Forte was the same way Friday night in our dinner meeting. By all means we have to keep this information very confidential to protect both of these employees. Both agreed that something on a much larger scale needs to be done other than piecemeal interim funding.

In a nutshell, Ronnie and Vic are really frustrated with John Garrison although they like him personally and admire his drive to succeed. He hired both of them and is still the boss. John Garrison is a CHEMIST, but not a process or construction engineer by any stretch of the imagination. He continues to micro-manage both Vic and Ronnie. In their opinion, on the process and construction turf, John usually does not know what he is doing although his intentions are good and he tries real hard. Both men were extremely tactful in getting this across so as not to "badmouth" John. They sited several examples some of which I was privy to already.

Ronnie spent about an hour with me simply going over the entire process and what was needed to bring the plant to successful startup. Apparently John Garrison is not aware of some of the new vessels and changes that need to be made although they have been mentioned in the past. John stonewalls the cost of doing some of these needed additions since they have no money. He is constantly trying to work around the real problems in search of a quick "band aid" fix. Ronnie feels completely handicapped because of John and the lack of money. Ronnie also has gone to outside consultants for a specific problem and paid for this out of his own pocket with some help from Vic Forte. John found out about this and clobbered both of them. Per both men, John Garrison seems to have a severe ego problem and it is getting worse. Ronnie fears he might get fired and thus be the scapegoat for John and the timely failure of startup.

I asked both Ronnie and Vic for a complete breakdown of the equipment needed to finish the plant for the long haul. Below is their punch list;

POSSIBLY – A new 300# Flanged Hastaloy (nickel alloy) Pump with Magdrive. The one they have now is 150# rated and is contributing to the HEAVIES problem. Cost is $65,000 with 21 weeks on delivery. A used one would be very difficult to find.

A Vaporizer to remove the water from the 134a. column/tower

A molecular Sieve bed for drying (desiccant or Calc. Chloride) column/tower

Another gas compressor for liquefaction.

A separate Chiller for the top of C-2. (John did admit to needing this)

A shop made Stripper for removing 134a from the HCl. About $70,000

The bottom line cost for all of this equipment and the installation per Ronnie & Vic is about $1.7M and would take at least 2 to 4 months to complete. On the timing however, a lot of this would

depend on the delivery time of the new 300# Flanged Hastaloy pump if needed. Ronnie said several times that they might be able to get by without making this purchase. He will know more in about 2 weeks or so. If this pump is not needed then the 2 month for completion time frame is more probable since the delivery time on the new pump is still 21 weeks. This could possibly be shortened.

Ronnie talked in length about the original Road Map that the Garrisons purchased from the two Doctors out of Hammond, La. He said over and over that these engineering plans were NOT complete and that has caused him considerable headaches and downtime. Much time and money was wasted in research as well as "trial & error" within the plant during attempted startups because of the incomplete plans.

On the good side, they are now making high purity 133a and they have a good handle on how to continue to this stage. Ronnie's plans are to SPLIT the conversions into 2 separate steps for each side of the plant. Doctor Bradford Boyce has concurred with his idea. They all believe this will help in the long run to avoid a total shut down of the facility when there is a problem on just one side.

The uncertainties are primarily with the Heavies that sometimes occur. Per Ronnie and the Doctors, this is a function of temperature and is a "work in progress" that will simply take some time and experience to overcome. A lot of other uncertainties have now been eliminated as they learned quite a bit from each of the startups.

On the financial side, this is how I see parts of the whole picture:

Funding needed to complete the additional equipment & installation	-----	$ 1,500,000.00
Payroll funding required for 2 – 4 months	----------	320 – 480,000.00
2 tank trucks Trichlorethylene	----------	44,000.00
What's owed & pending from other vendors & institutions	----------	??????????

Other than financial, the second largest problem as I analyze this information is the matter of John Garrison and his micro-management ways. That renders Ronnie & Vic totally road blocked on what needs to be done. He is not qualified on the chemical process and/or construction side although he has learned and understands a lot. Finally, as much as we all admire his talents in saving money by buying used equipment, he continues to use this tactic to salvage the final phase of start up by skimping on the equipment and the proper chemical processes due to the lack of funding. Perhaps he simply has no choice.

I discussed with both what would happen if Ronnie was terminated as John Garrison alluded to on Friday. Both men's comments were the same. It would take a new Chemical Process Engineer at least 3 months to get up to speed where Ronnie is already with his expertise and understanding of the plant. John Garrison would still continue with his micro-management ways, along with the growing ego problem and still stonewall equipment and process changes that cost considerable money that they don't have.

In summary, at Norphlet we have a sizeable financial problem as well as an ownership and top leadership problem. Timing in the marketplace for Tulstar is yet another consideration as the spring of 2008 approaches.

EVERT

NC1

Phone call from David Henry, Norphlet December 31, 2007

At the present time there are 2 active lawsuits against Norphlet. The first one is a material lien for $16,000.00. For some reason he would not identify this vendor. Per David it is just precautionary and would require a 15 month notice for court date which has not been set. The second one is the UP railroad for a balance of $175,000.00. Norphlet has been paying $20,000.00 per month to keep this one at bay. They only owe 10 more payments but made the last one in September. This debt was $400,000 at inception. This explains why the UP does not give them good switching service which includes our HCl rail cars in and outbound.

The total number of vendors is 142. This includes parts, equipment, supplies, chemicals, construction fees & associated labor. About half of these vendors are owed less than $2500 each.. Some of them are owed nothing. The Norphlet accounts payable timetable looks like this:

Current - $60,000 31-60 days - $21,000 61-90 days $56,000 over 90 days- $1,444,000
Total indebtedness that David admitted to is $1,582,000.00

Included in the 90 days & older is $270,000 owed to the state of Arkansas. They are 5 months behind on $50,000 per month payments and have been asked to pay this $270,000 by Feb. 1. The state is OK if they fail to make the deadline and will execute another side note if they don't.

David expects more filings, liens or lawsuits from at least 15 to 20 of these vendors within 30 to 45 days. He seems to think that December 31st is the Magic date for most of them giving up on collection. That's why he called me tonight rather than waiting 3 more days for Brian to return. Only 3 lawsuits are needed in the state of Arkansas to push a debtor toward bankruptcy.

Starting in January, he felt like total payments in the range of $100,000 per month would keep all of these vendors reasonably satisfied.

David does NOT want to be called in for comments in front of the Board. However, he repeated several times that he would answer ANY & ALL questions that we asked ahead of the board meeting. He clearly understands that we are trying to figure a logical way out of this financial crisis and we need all of the facts and figures to determine its scope and magnitude.

David is severely handicapped on financial maneuvers due to the very poor reputation of John Garrison in the community. He spoke about his previous dealings with John while employed at the local bank as a Trust Officer. John's credit issues, his promises and payment history were absolutely horrible. David does not want to cross John for fear of loosing his job but feels more compelled to do whatever is necessary to salvage the company. He still has $50K invested in Norphlet.

Although he admires John's drive and pleasant personality, David clearly reiterated John's growing EGO problem and his micromanagement tactics. John wants everything done his way. On some financial matters he is clueless as to the proper routes to take. He also restated Vic and

Ronnie's total frustration with John for his management style where he does not listen to his experts in their fields of expertise.

David also wants J-H to meet or talk privately with the Longs, Billy Spector & Nelson Able to help determine a logical path for salvaging this project. I gave him our general plans prior to the board meeting and then during the meeting itself. He agreed that we were on the right path. He summarized their problems as I have in the past. First the project is still grossly under funded and then stated that the next biggest problem was John Garrison.

We also spoke a few minutes about the overstaffing and very high salaries for some of the employees. David admitted that this has always been a problem.

He ended the conversation by saying he and Vic Forte would meet again in the morning and asked that I call him before noon tomorrow.

~~I plan on calling him at home for this second chat. It is my opinion that he will be giving me~~ more details in the morning if no one else other than Vic shows up at the plant.

EVERT

Tulstar

Robert James

From: Evert Talbot
Sent: Saturday, February 11, 2006 12:02 PM
To: Robert James
Subject: FW: Hydrochloric acid contract
Attachments: Tulstar, final draft, Brian, to Tuls. Feb. 8, 2006.doc

-----Original Message-----
From: Evert Talbot
Sent: Friday, February 10, 2006 3:30 PM
To: 'tulstar@tulstar.com'
Subject: Hydrochloric acid contract

Attention: Mark Nagle

Mark:

Attached is the final version of our HCL contract with the changes that you wanted. Please note that we also put a sentence in the contract requiring Jones-Hamilton to have adequate Insurance coverage during and after the Norphlet loading of our vessels. We will obviously send you Insurance Certificates before plant startup.

On the sentence stating you do NOT have to buy acid from other suppliers if the plant is not running, please note that it is in the body of the contract under 6 Volume and then repeated in the boiler plate under DEFAULT, *TERMINATION* and *LIMITATION* of *LIABILITY*. (last sentence before the CAPITALIZED part)

Thanks for placing your confidence in myself, Victor and Chet along with the entire staff of Jones-Hamilton Company.

After reviewing, if you see anything that is not clear, please give me a call.

Best personal regards,

Evert

SALES AND DISTRIBUTION AGREEMENT

Tulstar Products, Inc., 5510 S. Lewis Street, Tulsa, Oklahoma, 74105 ("Seller") and Jones-Hamilton Co., 30354 Tracy Road, Walbridge, Ohio, 43465 ("Buyer"), hereby enter into this Sales and Distribution Agreement effective as of February _____, 2006.

1. Term – The initial term of this Agreement shall be for a period of five (5) years commencing on the first day of steady production from the Norphlet, Arkansas tolling facility. If, after the end of the first twenty-four (24) months of the initial term, Seller is not satisfied with the overall netbacks on pricing and/or if Buyer has been in default for any reason in excess of 3 days, then Seller reserves the right to terminate this Agreement with six (6) months advance written notice. If not so terminated, this Agreement shall continue through the end of the initial term and shall then be automatically renewed for successive terms of three (3) years each unless otherwise cancelled by either party with written notice twelve (12) months prior to the end of the initial term or any successive term.

2. Product/Specifications – 22 Degree Technical grade hydrochloric acid 35.2% per Exhibit A and 22 Degree Commercial grade off-specification hydrochloric acid per Exhibit B (all hydrochloric acid will hereinafter be referred to as the "Product"). Seller will be totally responsible for assuring the Buyer that all Product shipped hereunder will be in compliance with the specifications called for on each order. All laboratory facilities and technicians necessary to ensure such compliance shall be furnished by Seller at Seller's expense. Buyer will, however, furnish technical service to Seller as it pertains to the production, transportation, loading, storing and testing of the Product. Regulatory and compliance assistance is also available to Seller from Buyer.

3. Dilution -- At Buyer's request, Seller shall dilute the Product to meet a customer's specifications down to 31.45% or lower. In such event, pricing will remain unchanged.

4. Warranties and Disclaimers - Seller warrants (a) the Product shall conform to the specifications set forth in Exhibits A and B or the specifications that the parties mutually establish in writing for any alternate grade or assay, (b) Seller has good title to the Product free from any lien or encumbrance, and (c) the Product does not infringe any valid United States patent. Seller does not warrant, however, that the use of the Product, or articles made therefrom, either alone or in conjunction with other materials, will not infringe any United States patent. The foregoing limited warranty shall expire one year ~~after each delivery of the Product.~~ ~~EXCEPT AS SET FORTH IN THIS PARAGRAPH,~~ SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED CONCERNING THE PRODUCT OR THE MERCHANTABILITY OR FITNESS THEREOF FOR ANY PARTICULAR USE.

5. Pricing/Payment – A "floor price" will be guaranteed to Seller from Buyer at the following levels:

On Specification 22 Degree Tech Grade Product(Exhibit A)
Tank trucks ---- $45 per wet, 22 degree ton
Rail Cars ------- $40 per wet, 22 degree ton

Off specification, 22 degree commercial grade Product(Exhibit B)
Tank trucks ---- $32 per wet, 22 degree ton
Rail Cars ------ $23 per wet, 22 degree ton

After the "floor price" is covered to Seller, then the Buyer is due up to the next $20 per ton margin from each category above if the delivered sales price to Buyer's customers covers the spread. Buyer has no guaranteed margin whatsoever. Any remaining "Netback" after these splits will be shared on a 60%/40% basis in favor of Seller. Netback is described as the delivered sales price to Buyer's customers less tank truck or rail car freight rates and all transportation cost, trailer rentals, fuel & insurance surcharges where applicable. For railcar deliveries, the cost of railcars are deductible plus any terminal thru-put. Examples of the margin sharing reconciliations are shown on Exhibit C hereto.

Daily invoices are to be submitted to Buyer at the floor prices with terms of net 30 days. Margin sharing reconciliations and corresponding payments to Seller shall be done quarterly. Seller reserves the right to audit and examine Buyer's records, invoices, freight rates, rail car cost and terminal charges at any reasonable time.

Unless otherwise specifically provided in the Agreement, title and risk of loss of the Product shall pass to Buyer at the flange for loading the tank trucks or rail tank cars on all shipments where Buyer is responsible for providing, contracting for or arranging transportation. In these instances, Buyer shall insure each shipment of Product with a reputable insurer for the full invoice price of such shipment.

All pricing above is f.o.b. Seller's producing plant in Norphlet, Arkansas. The prices above are firm thru the end of the first year of the initial term and are then subject to 60% of all announced advances that "hold" in the marketplace. Such announcements must be made by the majority of all re-sellers and producers and generally supported with documented confirmations in CMAI.

Buyer will be required to keep Seller informed on changing market conditions on a quarterly basis. This includes the overall support of price increases announced in the marketplace.

6. Volume – Buyer commits to pay for and remove 100% of the total production of the Product from the Norphlet tolling facility as long as it meets specifications described herein. Any variation of the specifications must be approved by Buyer. The two parties will work together to remove and sell any Product that is out of specifications into the marketplace or to Buyer's blending terminals and negotiate special pricing to cover such events. The Seller, and Norphlet Chemical shall not sell, trade, barter or

exchange the Product with any third party without the prior express written consent of Buyer. This includes internal use at the tolling plantsite or for other affiliates of Seller and Norphlet Chemical. Seller will not be required to run the Norphlet facility for the sole purpose of producing the Product for sales to Buyer. Additionally, Seller will not be required to purchase, trade, toll, barter, for the product with other third parties in order to meet the tonnage estimates herein. Buyer will be required to remove all Product meeting Exhibit A & B specifications so as not to impede Seller's production. Buyer will be responsible for having sufficient rail cars and/or tank trucks available at all times to accomplish this goal.

7. Loading and Measurement – Loading is to be done by Seller or Seller's contractor. Seller will load tank cars and tank trucks on a twenty-four (24) hour per day basis, every day of the year including all weekends and holidays. If delivery is to be made by tank trucks, Seller shall weigh the tank trucks before loading the Product and after loading the Product; the difference shall be deemed the quantity of Product supplied by Seller to Buyer. If delivery is to be made by rail tank cars, Seller shall weigh the rail cars after loading the Product; the difference between the weight of the loaded rail tank car and the tare weight of that rail tank car shall be deemed the quantity of Product supplied by Seller to Buyer. Seller shall used a certified scale for all weight measurements.

8. Storage – Buyer may be required by Seller to partially dedicate terminal storages off site with total capacity of 250,000 gallons if: (i) Seller's production exceeds 70,000 tons of Product on an annualized basis; (ii) this rate of production extends for a period of at least six (6) months; and (iii) it reasonably appears that this level of production will continue for several years. If additional storage tanks are required at the Norphlet plantsite, then Seller will assure Buyer that a small tract can be leased from Norphlet Chemical upon fair market terms. Under such circumstances requiring additional tanks, Buyer and Seller along with Norphlet Chemical will enter into a separate agreement to address the lease, liabilities, insurance, permits, environmental issues, engineering design, ownership, cost and amortization of the storage facility.

9. Mode of Transportation – Buyer will furnish all rail cars, and tractor/ trailers required to keep the plant running without interruption at all times. Seller will allow Buyer to station railcars, tractors and trailers as well as two drivers and/or a Manager at the Seller's tolling facility if required in the opinion of Buyer.

10. Customer Service - Order taking, scheduling, tracing, billing and dispatching and related sales functions are to be handled and paid for by the Buyer. All technical assistance and sampling is to be handled for the customers by the Buyer. Buyer will have transportation & logistical staffing as well as customer service available from its corporate headquarters at all times. Backup for all of these services will be from Buyer's Baton Rouge, Louisiana office.

11. Rail Car Storage – Seller is to provide demurrage free parking at the plant site for up to thirty (30) rail cars to handle the proposed tonnage.

12. **Certificates of Analysis** – Seller shall furnish industry standard Certificates of Analysis on those shipments requested by Buyer.

13. **Notices for Production Alterations** – Seller will advise Buyer of the estimated tonnage to be produced each month on or before the 20th of the previous month. Seller shall also give the Buyer quarterly calendar year estimates.

14. **Specifications; Claims; Limitation of Liability** - If Buyer tests the Product prior to unloading and determines that the Product does not meet the required specifications, Buyer may refuse to accept delivery of said Product, in which case Buyer shall immediately notify Seller in writing that the Product is being refused. Alternatively, if Buyer tests such Product after unloading and determines that the Product does not meet the required specifications, Buyer shall notify Seller in writing not later than thirty (30) days after receipt of the Product, that the Product does not meet the required specifications, in which case Buyer shall not be responsible for the purchase price of the Product and Buyer may require Seller to remove the non-specification Product from Buyer's plant at Seller's cost. Seller will replace the non-specification Product with specification Product. If Buyer does not give Seller the 30-day notice of the delivery of non-specification Product, Buyer shall conclusively be deemed to have accepted said Product and shall have no further claims against Seller for such Product.

15. **Notices** - Any notices provided for herein shall be in writing and shall be deemed to have been properly given as follows: if sent by facsimile on the date of transmission; if sent by overnight express courier, the Day following delivery to such courier; if by mail, the third Day following delivery to the U.S. Postal service by certified mail, return receipt requested. All notices shall be sent to the following addresses:

Tulstar Products, Inc. 5510 S. Lewis Street Tulsa, Oklahoma, 74105	Jones-Hamilton Co. 30354 Tracy Road Walbridge, OH 43465
With a copy to:	With a copy to:
_____ _____ _____ _____ _____	Richard E. Wolff Spengler Nathanson P.L.L. 608 Madison Ave. Suite 1000 Toledo, OH 43604

16. **Force Majeure** - Any delay or failure by either party in the performance hereunder shall be excused to the extent such delay or failure is caused by demands, requests, decrees or restraints of government, acts of God, strikes, lockouts or other labor disturbances (neither party shall be required to settle any labor matter against its own judgment), war, sabotage, fire, explosion, accident, breakdown of machinery or equipment, shortage or inability to obtain fuel, power, natural gas, raw materials, or

equipment, or the Product itself, without litigation and at ordinary prices from usual sources; any cause or causes, beyond such party's reasonable control, or any other cause or causes, whether similar or dissimilar to those already specified which affect the production, transportation or delivery of any of the Product to be delivered hereunder or any material used in or in connection with its production. The party affected by such force majeure event shall promptly give the other party notice of the existence of the force majeure event, its expected duration, and the estimated effect thereof on its ability to perform its obligations hereunder; such party shall also promptly give the other party notice when such force majeure event has ceased to affect its ability to perform its obligations hereunder.

17. Taxes - Unless otherwise specifically provided herein, the price for the Product set forth in this Agreement does not include sales, use, excise or similar taxes, whether federal, state or local. The amount of any such taxes shall be paid by Buyer in the same manner and with the same effect as if originally included in the purchase price.

18. Product Suitability - Buyer shall be solely responsible for determining the suitability of the Product for the uses and applications contemplated by Buyer and others. Buyer assumes all risks and liabilities for results obtained by the use of the Product, whether used singly or in combination with other material, except those relating solely to the use of Product not conforming to the specifications set forth in Exhibits A or B, as applicable, unless such nonconformity was actually known and accepted by Buyer or was reasonably discoverable by Buyer through Buyer's testing prior to Buyer's or other's use thereof. Any suggestions or recommendations made by Seller concerning uses or applications of the Product are believed to be reliable, but Seller makes no warranty or guarantee of results to be obtained since the conditions of the use and application by Buyer and others are beyond Seller's control. Buyer shall familiarize itself with the characteristics of the Product, and shall comply with all laws, regulations and standards applicable to the possession, handling, processing or use of the Product by Buyer, including but not limited to the Occupational Safety & Health Act of 1970, and the regulations and standards issued pursuant thereto. Buyer warrants that it possesses skill and expertise in the handling, storage, transportation, treatment, use and disposal of the Product.

19. Default; Termination and Limitation of Liability - If either party defaults under the terms of this Agreement (the "Defaulting Party"), and such default continues uncured for a period of thirty (30) days (or such longer period as is reasonably necessary to cure such default but in no event longer than a total of ninety (90) days) after notice of default is given by the other party (the "Non-Defaulting Party"), the Non-Defaulting Party may terminate this Agreement effective upon the date set forth in a written notice of termination to the Defaulting Party. This right of termination shall not apply to Seller's delivery of Product that fails to meet the required specifications unless Seller delivers non-specification Product on four separate occasions during any Agreement Year. Seller will not be required to run the Norphlet facility for the sole purpose of producing the Product for sales to Buyer. Additionally, Seller will not be

required to purchase, trade, toll, barter, for the product with other third parties in order to meet the tonnage estimates herein.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, BUYER AGREES (i) THAT BUYER'S EXCLUSIVE REMEDY FOR SELLER'S FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER CONSTITUTING BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE OR WILFUL MISCONDUCT SHALL BE FOR REPLACEMENT, REFUND OR CREDIT; (ii) THAT THE MAXIMUM AMOUNT OF DAMAGES FOR WHICH SELLER MAY BE LIABLE UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE QUANTITY OF THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED; AND (iii) THAT SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHICH SHALL INCLUDE, WITHOUT LIMITATION, COSTS OF PROCESSING, LABOR OR OTHER COSTS, LOST PROFITS, BUSINESS STOPPAGE OR SLOWDOWN, LOSS OR DAMAGE TO ANY PROPERTY OR PERSON, INJURY TO GOODWILL OR ANY OTHER SPECIAL, EXEMPLARY, PUNITIVE OR OTHER SIMILAR DAMAGES ASSERTED BY BUYER, ITS AGENTS, EMPLOYEES, ATTORNEYS OR OTHER REPRESENTATIVES).

20. Government Regulations - Seller certifies that the Product it sells was, is or will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended and of the regulations and orders of the Department of Labor issues under Section 14 thereof. The Equal Employment Opportunity Clause in Section 202, Paragraphs 1 through 7 of Executive Order 11246, as amended, relative to equal employment opportunity and the implementing rules and regulations of the office of Federal Agreement Compliance and the Seller's Certificate of Compliance as related to Government Agreements are incorporated herein by specific reference.

21. Indemnification - Buyer shall fully protect, defend, indemnify and forever hold harmless, Seller, its officers, directors, employees, affiliates, subsidiaries, and agents from and against any and all loss, damage, liability, claims, demands, costs (including but not limited to reasonable attorney's fees and expenses incurred in defense of Seller) whatsoever asserted on account of property damage, personal injury or death caused by, arising out of, or in any way incidental to, or in connection with the discharge, handling, possession, processing or use by Buyer or others of the Product after passage of title. Seller shall fully protect, defend, indemnify and forever hold harmless Buyer, its officers, ~~directors, employees, affiliates, subsidiaries and agents from and against any and all loss,~~ damage, liability, claims, demands, costs (including but not limited to reasonable attorney's fees and expenses incurred in defense of Buyer) whatsoever asserted on account of property damage, personal injury or death caused by, arising out of, or in any way incidental to, or in connection with the discharge, handling, possession, processing, use, or transportation of the Product prior to and up to passage of title.

22. Miscellaneous – This Agreement (including any addenda and exhibits attached hereto) constitutes the entire understanding of the parties as to the matters contained herein, and there are no agreements, understandings, obligations, promises or conditions precedent or otherwise, except those expressly set forth herein.

The parties agree that no amendment or modification of or supplement to this Agreement shall be valid and effective unless and until executed in writing by the parties hereto.

Buyer may submit orders for Product on Buyer's standard purchase order forms, but the parties agree that (i) such purchase orders shall be for record purposes only, (ii) none of the standard terms and conditions contained on such purchase order shall be binding on Seller, and (iii) such purchase orders shall not constitute an amendment, supplement or modification to this Agreement except to the extend specifically accepted by Seller in writing and then only as to the specific quantity of Product covered by such purchase order.

The descriptive underlined article headings used in this Agreement are for convenience only and have no legal effect.

Failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms of this Agreement, or the waiver by either party of any term or right or default of the other party hereunder, will not be deemed or construed as a waiver or relinquishment for the future of any such term, right of default.

Buyer shall not assign this Agreement to any other person without the prior written consent of Seller, which consent will not be unreasonably withheld.

This Agreement shall be binding on and shall inure to be the benefit of the successors and permitted assignees of the parties hereto.

The parties shall maintain the specific information concerning the quantity and price of the Product, and the other material terms and conditions of this Agreement as confidential and shall not, without the prior written consent of the other party, disclose such information to unaffiliated third parties, except in response to subpoena or other order or directive of any court or governmental agency. The parties shall, however, have no obligation of confidentiality with respect to information that is now publicly available or subsequently becomes publicly available through no fault of the parties.

~~If any provision of this Agreement is held invalid, such invalidity shall not affect other~~ provisions of this Agreement which can be given effect without the invalid provision.

This Agreement shall be construed and interpreted in accordance with the laws of Ohio.

In any action arising out of or relating to this Agreement, or the enforcement thereof, the prevailing party shall be entitled to recover all costs of the action, including reasonable attorneys' fees, all expenses of litigation, and court costs. These costs shall be in addition

to any amount recovered under the Agreement and in addition to an award of liquidated damages.

SELLER:	**BUYER:**
Tulstar Products, Inc.	Jones-Hamilton Co.
By:_____	By:_____
_____	_____
Name and Title	Name and Title

EXHIBIT A

HYDROCHLORIC ACID SPECS

Hydrochloric acid, baume	22 degree
Assay, strength	35.2 % to 35.6% max.
Solids	Free from any suspended solids
Color	APHA 15, max.
Heavy Metals	1 ppm as Pb, max.
Arsenic	1 ppm, max.
Iron	2 ppm, max.
Non-Volatile Residue	50 ppm, max.
Oxidizing Substances	15 ppm as Cl2, max
Reducing Substances	50 ppm as SO3, max
Extractable organics	5 ppm, max.
Hardness Values	5 ppm, max. Calcium & magnesium
Fluorine, HF or fluorinated compounds	7 ppm, max.
Odor	Pungent as in HCL only. No mercaptains

No foaming

Water source must be either treated water or condensate.

EXHIBIT B

HYDROCHLORIC ACID SPECS (OFF-SPEC)

Hydrochloric acid	21.5 baume to 22 degree baume
Assay, strength	34% to 35.1%
Solids	Free from suspended solids
Color	APHA, 25, max
Heavy metals	2 ppm as Pb., max
Arsenic	3 ppm, max
Iron	5 ppm, max
Non-Volatile Residue	75 ppm, max
Oxidizing substances	20 ppm, max as Cl2
Reducing substances	75 ppm, max as SO3
Extractable organics	15 ppm, max
Fluorinated organics	20 ppm, max
Hardness values	20 ppm, max, calcium & magnesium combined
HF or fluorine	50 ppm, max for total

No foaming

No odor other than Hydrochloric acid pungent. No mercaptain

Acid should be made with treated water or condensate

EXHIBIT C

MARGIN SHARING EXAMPLES:

Tank truck sales of on spec PRODUCT to customer at $110 per ton delivered.
Less tank truck freight rate including trailer cost @ $ 25 per ton
Netback to share and split equals ----------$85 per ton
SELLERS share equals $45 plus 60% of excess over $65 or a total of $57.00/ton

Rail car sale to customer direct at $140 per ton delivered
Less rail freight rate & tank car cost @ $40 per ton. (Rail car cost avg. is $14/ton)
Netback to share and split equals ---------- $100 per ton
SELLERS share equals $45 plus 60% of excess over $65 or a total of $66.00/ton

Robert James

From: Evert Talbot
Sent: Friday, July 07, 2006 9:33 AM
To: Robert James
Subject: FW: Financial assistance to Norphlet Chemical

From: Evert Talbot
Sent: Wednesday, July 05, 2006 5:20 PM
To: 'tulstar@tulstar.com'
Subject: Financial assistance to Norphlet Chemical

Mark:
Here are some of the preliminary questions that I would like to be answered by Norphlet in order that I might arm myself with
enough knowledge to speak to our President and the Board of Directors. We have helped other producers with financing before but I need to take this one step at a time. Please let me have your comments on this inquiry.

Who are the primary investors at Norphlet ? What is the percent of ownership of each ?
Are their any outstanding (major loans) against the current assets at the plant?
Who are the principals or officers of Norphlet? What are their ages? Please state their background.

REGARDING THE PLANTSITE AT NORPHLET

What are the outstanding debts owed on the facility at this time? Please identify. Is payroll being met?
How much work do the contractors need to perform to finish the facility in approximate dollars?
What other equipment or supplies are needed to complete the plant? Please briefly describe the scope of work needed.
Are all of the permits in order to run the plant?
Are there any lawsuits pending?
What is the present status of both the contractor's work force and the Norphlet workforce.?
Are other investors interested at this time and are any of them serious and qualified? What are the amounts?
Is any ownership being considered for new potential investors?

Hope this is not too much detail, but the more I know the smarter I'll sound. At this juncture, I am simply trying to get to first base. We have sold out the total production of this plant and have subleased 45 rail cars for moving the product. Our losses could be substantial if this plant is not in production reasonably soon. Just the rail car leases along amount to a staggering
$40,000.00 per month.

Thanks for your guidance in this regard.

EVERT TALBOT
MANAGER – CHEMICAL DIVISION
JONES-HAMILTON CO. 225 -763-9990

Robert James

From: Evert Talbot
Sent: Friday, July 28, 2006 10:08 AM
To: 'jgarrison@norphletchem.com'; 'David W. Henry'; 'tulstar@tulstar.com'
Cc: Brian Brooks; Robert James; Chet Rolak; Victor Haas
Subject: Proposed loan to Norphlet

John, David and Mark:

Just a little heads up on some of the Sales & Marketing viewpoints of our pending financial aid to Norphlet.

I have suggested the following conditions to top management and the Board of Jones-Hamilton:

Our contract with Tulstar should be amended to be PERPETUAL rather than 4 years. This does not cost anybody anything.

A TVA (Temporary Voluntary Allowance) should be granted Jones-Hamilton Co. of $10 per ton for the first 50,000 wet tons of HCL production.

The consideration for this TVA is as follows and in order of importance:

Recent anhydrous pipeline closures at Bayer in Baytown to OXY has put considerably more wet acid on the market and significantly lowered prices. This was caused by weakening demand on EDC & PVC.

Jones-Hamilton Co. will have to begin shipping rail car customers within a month or less from Geismar sources to protect the business we have already quoted on. If we don't, they will never deal with us again. As we all know, we expected production to start sometimes in the June – July timeframe.

We are stuck with 53 jumbo railcars at a cost of $48,000 PER MONTH until the Norphlet production commences. Railcar lead time for new equipment is from one to two years and we had to commit.

If at all possible, to protect us for any "worse case scenario" we would like to have the rights to operate the terminal portion of Norphlet in the event the plant ceases production for any reason. This would involve the rail tracks and the tank farm. A property lien or security interest in this portion of the plant could accomplish this.

I also suggested that the loan be repaid in "free HCL" and we would use the contract price for the VALUE of these transactions. However, the proposed loan is to Norphlet, not Tulstar and we will have to jointly figure out how to juggle the funds.

~~THE OTHER FINANCIAL TERMS AND CONDITIONS OF THE PROPOSED LOAN WILL BE DISCUSSED &~~ PRESENTED BY BRIAN BROOKS AND ROBERT JAMES DURING OUR MEETING ON TUESDAY THE 8TH OF AUGUST.

This is just a little "heads up" on what was suggested we do from a Sales and Marketing viewpoint.

Looking forward to the meeting in Norphlet on the 8th.

EVERT

Robert James

From: Carl Knueven
Sent: Monday, July 24, 2006 2:33 PM
To: Robert James
Subject: RE: Info re Norphlet

If the process is 100% efficient, my calculations indicate the following.

For 1 pound of HFC134 produced.
1.07 lbs of anhy HCl will be produced.
1.288 lbs of trichloroethylene will be needed.
0.784 lbs of HF will be needed.

Carl

From: Robert James
Sent: Monday, July 24, 2006 3:19 PM
To: Carl Knueven
Subject: RE: Info re Norphlet

OK, I will check with Evert and Norphlet; I thought the HF sounded low.

From: Carl Knueven
Sent: Monday, July 24, 2006 10:34 AM
To: Robert James
Subject: RE: Info re Norphlet

Bob,

These numbers do not make sense.
The amount of HF listed is not enough to produce one pound of HFC 134a.

Carl

From: Robert James
Sent: Thursday, July 20, 2006 4:01 PM
To: Carl Knueven
Subject: Info re Norphlet

You may be aware that we have a contract for the production of HCl from Norphlet Chemical, via Tulstar. Can you tell me the anhy HCl produced by the use of 1.72 pounds of trichloroethylene and 0.0832 HF used to produce one pound of HFC 134a? This is the formula contained in the contract between Norphlet and Tulstar for Norphlet's toll processing of Tulstar's raw materials

Robert James

From: Evert Talbot
Sent: Monday, December 11, 2006 9:17 AM
To: Robert James; Brian Brooks; Victor Haas; Chet Rolak
Cc: Doug Lauter; Gene Meyer
Subject: Norphlet Chemical – Tulstar Chemical

I had a lengthy chat with Mark Nagle this morning, President of Tulstar Chemical. He just visited the Norphlet plant last Friday and reports the following:

The large REACTOR arrived Friday afternoon while he was there.
It appears that everything they need other than the Padded Control panel is now on site.
The loading racks are about 85% complete: Some piping to pumps is yet to be done.

They will be ordering 2 rail cars of HF from the Mexicans to arrive shortly after the 15th of January.
~~PPG, their Trichlorethylene supplier inspected the plant last week. Dow will also supply some Tri.~~

Honeywell out of Geismar has switched OFF of 134a and is buying what little they need from Dupont.
Honeywell switched the production unit to produce 125.
The Chinese have temporarily caused a world wide glut of 134a. This is expected to improve by 2nd quarter, 2007.
The cost of making 134a for the BIG manufacturers is around $1.34 per pound.
Selling prices at present are in the $1.45 - $1.50 range.

Mark said he was not aware that Honeywell was going to supply some of the HF to Norphlet although I was told this
directly by Honeywell corporate purchasing on Friday.

In summary, Mark was very pleased with everything he saw and was glad to view the progress made since his last visit in mid summer. He thanked me for our participation and said he was very excited to see J-H on the board. He did NOT mention any financial assistance request from Norplet. I also did NOT mention our recent call from Norphlet for financial aid. Mark continues to be very high on all of the staff at Norplet, particularly John Garrison and David Henry.

EVERT

Robert James

From: Evert Talbot
Sent: Monday, December 11, 2006 5:19 PM
To: Robert James
Subject: Norphlet Contract

Bob:
You have asked "what net backs do I expect from Norphlet" This is a "TRICKY" question to say the least.

Here is how the current contract is written NOT including the $10 reduction coming off of every category in consideration of the initial loan to Norphlet. HOWEVER, PLEASE REMEMBER THAT WE HAVE A SHARED NET-BACK AND IT IS 60/40 IN THEIR FAVOR AFTER WE PAY THE BASE PRICES AND THEN TAKE THE NEXT $20.

That means that the $10 price reduction is not a true $10 in our pockets for every customer.

22 degree, On Spec:

Tank trucks	$85 to $95 selling price f.o.b. Norphlet	Base Cost $50 (per initial contract)
Rail Cars	$70 to $80 selling price f.o.b. Norphlet	Base Cost $44 " " "
Off Spec:		
Tank trucks	$60 to $75 selling price f.o.b. Norphlet	Base Cost $35 " " "
Rail Cars	$50 to $65 selling price f.o.b. Norphlet	Base Cost $25 " " "

THE $10 PER TON REDUCTION WILL ONLY COME OFF OF THE BASE PRICES AS LISTED ABOVE IN CONSIDERATION OF THE LOAN AND THE PREMATURALLY ORDERED RAIL CARS. THE SHARED NET-BACK WILL TAKE A PORTION OF THE FULL $10 REDUCTION ON SOME ACCOUNTS.

EVERT

Robert James

From: Evert Talbot
Sent: Thursday, January 18, 2007 4:20 PM
To: Robert James; Brian Brooks; Victor Haas
Subject: Partial Market Update - Refrigerant 134a

Here are some updated market tidbits on 134a from a very reliable source:

Indeed the 134a market is very week due to several Chinese importers and one German producer dumping into the U.S. during the off season. The two Chinese plants are Sinochem & Juva. They are basically state owned. Both are in talks now that will probably lead to cutting back production severely since they are single handedly destroying the market and not making any money. The German producer has already cut back.

Current prices for 134a are around $1.90 per pound delivered. The Chinese have been selling & quoting $1.50/lb.

R-22 is to be phased out by the Montreal Protocol by the end of 2010;;;;; however, some of the Foam Blowing applicators such as BASF will not wait until this is done and are more likely to switch before the end of this year to 134a. This would be a huge NEW application for 134a and certainly has the potential to really strengthen sales and pricing.

Honeywell has already shut off 134a production in Geismar and is buying from Dupont.

As far as Norphlet's schedule goes they still have not ordered the Hydrofluoric Acid or Trichloroethylene for the start up. (per Victor)

My source advises that the overall 134a market will ramp up to reasonably normal levels on consumption and pricing by the beginning of April or May of this year.

EVERT

Robert James

From: Victor Haas
Sent: Tuesday, February 20, 2007 1:57 PM
To: Robert James; Brian Brooks; Evert Talbot
Subject: RE: Punch List 13007 (2)

I talked to Vic Forte again today. He is revising the punch list and has converted it to a spread sheet. He feels it is now a much easier tool to understand and use. The hours will automatically calculate as weekly revisions are made. As for the man hours effecting the progress on the punch list, the original weekly man hours was1540 hrs and is now 900 hrs per week. Vic feels this is a much more realistic number. The reason for the adjustment was some employee hours did not effect the punch list, breaks were not taken into account (1hr deduct per/person). He realizes even with these changes the number still looks bad for the past two weeks but promises next week will look much better. He commented saying several Contractors missed time last week adding to the poor progress. To me this sounds like another reason to get GEM onsite.

I asked Vic to comment on GEM's visit. He said it all sounds good and should save time. He has never done anything like this so he is somewhat skeptical. Vic feels GEM sounds like used car sales men. Although he does feel there seems to be a lot of potential with them. He brought up some of the problems they are facing for instance due to the weather they had to install a cover pad outside to shield the weld area but the strong winds and rain still prevented them from welding and halted progress.

I will send the spread sheet later as received.

original time req was 11,156 hrs / 900 = 12.4 wks from 1/30 say 4/30.

Regards,

by 2/14 they was 10,395/900 = 11.55 wks say 13 = 5/16

Victor Haas

If GEM saves 2 wks = 5/2, still end of April to complete.

From: Victor Haas
Sent: Monday, February 19, 2007 4:56 PM
To: Robert James; Brian Brooks; Evert Talbot
Subject: RE: Punch List 13007 (2)

I had a discussion with Vic Forte earlier today. I discussed the punch list hours of labor and how the labor vs progress didn't add up. Vic said he realized that this was an issue. In his defense he said he put the punch list together per my request in a big hurry. He has made some errors and plans to correct it. He has listed 1450 hrs per week but not all were dedicated to the punch list hours. For instance the Foreman's are over seeing and planning and not welding and the Purchasing agent is counted in the hours but contributes nothing to the punch list. Vic is sending out a new revised list later today.

I heard from Norphlet and GEM concerning the welders and pipe fitters. GEM will be sending the crew south Tues. Wed. of this week they will start laying out lines with a Laser system. Vic believes they will be welding on Fri. After the 2nd week GEM will be sending the first fabricated piping shipment by truck. GEM feels they will be able to fab pipe much faster than the field guys can weld it in place. They will have all the pipe fabricated by the end of four weeks and delivered to the job site. This puts the pipe fab. completion at March 23rd. GEM claims they can shop weld 1" per minute. Vs. Norphlet's 1" per 20 min field weld. Norphlet is convinced that GEM is the best way to go. Although, it sounds like they have baulked at the onsite labor cost $$$.

I am expecting to hear from Vic again tomorrow.

Regards,

The problem is overload on field installation when the pipe comes from GEM.

2/20/2007

NCI

Robert James

From: Evert Talbot
Sent: Monday, May 14, 2007 9:06 AM
To: Robert James; Brian Brooks; Victor Haas; Chet Rolak; Michelle Rankin
Subject: Tulstar Products / Norphlet Chemical

I just spoke with Mark Nagle, Pres. of Tulstar Products regarding the status of raw materials for startup of Norphlet. He reports the following:

One truck load of trichloroethylene has been ordered & received by Norphlet;;;; however this was to purge & prime the system's piping & tanks.

The Mexican HF supplier Mexichem is coming to the plant this Thursday & Friday for final inspection. If Norphlet passes this test, a rail car of HF can be delivered within 2 weeks.

Tulstar at this point still does NOT have any pending orders NOR do they have the product approved by any potential customers. Obviously approval cannot occur until production & QC testing is completed.

134a now appears to be in rather tight supply especially overseas.

Despite this snugness in the marketplace price increases are not happening although the last advance is holding.

It sounds like Mark is going to approach Honeywell to purchase product this year;;;; but only after the product is approved and meets specifications.

Mark and I will touch bases again next Monday after the plant is inspected by Mexicana.

EVERT

NC1

Robert James

From: Brian Brooks
Sent: Thursday, May 17, 2007 2:55 PM
To: Robert James
Cc: Evert Talbot
Subject: Norphlet

Bob,
I just spoke with Evert and he requested that I pass the following information on to you. Mark Nagel called him after he checked in with Jeff Garrison to get an update on the HF inspection that was supposed to happen this week. Apparently the inspection was delayed until June 6th—when Mark pressed him for details he was unwilling to give him much more than it is delayed and the provided him with the new date. At this point, the first shipment of the HF is not scheduled to arrive at the plant until late June. Furthermore, Norphlet attempted to order the catalyst ($95K) and the vendor refused to grant them credit. Norphlet then turned to Tulstar to see if they would front the money and Mark turned them down. Mark is going to attempt to reach John Garrision to obtain further details on the delay. As we have thought, the Farm Credit deal needs to happen or they will be in dire straits once again. Please call with questions.

Mark put for 1st Loan of TCE

Brian Brooks
Chief Financial Officer
Jones-Hamilton Co.
30354 Tracy Rd.
Walbridge, Ohio 43465
Phone: (419)666-9838
Fax: (419)666-1817

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Robert James

From: Evert Talbot

Sent: Tuesday, June 19, 2007 5:07 PM

To: Robert James; Brian Brooks; Chet Rolak; Victor Haas; Gene Meyer

Cc: Doug Lauter

Subject: Norphlet Chemical

Jeff Garrison with Norplet Chemical just called and wanted me to assist them in moving about 2 rail cars per month of dilute 45% HF wash water from the plant starting in 30 days. This will continue thru out their production cycles indefinitely.

I asked several questions about start up while we were talking and these are his comments:

Mr. Abel the owner of POLY CORP out of Monroe, La. is indeed the new investor.
The Linde offer for funding was absolutely terrible for the Norphlet shareholders per Jeff.

Most of the welders will be sent home at the end of next week and are no longer needed.
More electricians will come on board next week to finish up all electrical connections.
The X-Ray group arrived at the plant today to inspect all of the plant welds.

I passed on my thoughts on the late start up and how this has really plagued sales of HCl and especially 134a. He was reminded that getting approval from the big 4 and other refrigerant users would be at least a 60 to 90 day process. By then the season would be virtually over. Jeff said yes, this was probably the case but Tulstar had other smaller customers lined up that only required a C of A and a spec sheet. He is still in complete denial but at least I have given him my thoughts on how we see the picture from the marketing side.

Gene:;; Please give me a call tomorrow for discussions on this diluted HF wash water.

EVERT

Robert James

From: Robert James
Sent: Wednesday, October 03, 2007 8:55 AM
To: Evert Talbot; Brian Brooks
Subject: RE: Norphlet/Tulstar

I just spoke with John Garrison, he is always so glad to talk about the process but anxious to end the conversation when I turn to financial matters. He was telling me something new on the process problems: while still not going to completion to make 134a. they are now making about 70% 133 and the rest is methylene chloride. He has the original process guru back involved. When I brought up David Henry's call to Evert. John hurriedly said he wanted to run this past us (the clear implication being that he did have hopes for a quick fix from JH. I asked that David prepare, for all Board members and principal debt holders (this would get Abell included), a listing of all equity positions and all major debt holders, so that any solution can be based on a joint analysis. I also raised David's point about a creditor forcing bankruptcy, John dismisses this. I did not give him any hope, but avoided discussing any JH position. JH has no plans for further investment, but I will try to use our position to get action from others. I don't think Abell will provide more unless he receives additional equity and a Board position, which he should have anyway. John said David would have the financial information by the end of the day.

From: Evert Talbot
Sent: Wednesday, October 03, 2007 8:36 AM
To: Robert James; Brian Brooks
Subject: Norphlet/Tulstar

I spoke with David Henry this morning about their current feelings on my calling Mark Nagle with Tulstar for an update on how he sees the remainder of this year on sales of 134a. David had already talked with John & Jeff Garrison. Both were in agreement that under the circumstances this would be a good thing for us to do.

We did not get into any other details other than getting this "green light" As both of you know, I usually don't seek this permission, but David and I had kicked this around on his first call to my office.

I have placed a call to Mark at Tulstar and hopefully he will call me back this morning.

EVERT

Robert James

From: Brian Brooks
Sent: Thursday, October 04, 2007 5:46 PM
To: Robert James
Subject: RE: Norphlet

Yes.

Brian Brooks
Chief Financial Officer
Jones-Hamilton Co.
30354 Tracy Rd.
Walbridge, Ohio 43465
Phone: (419)666-9838
Fax: (419)666-1817

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From: Robert James
Sent: Thursday, October 04, 2007 5:50 PM
To: Brian Brooks; Evert Talbot
Subject: Norphlet

I have talked with Nelson Abell, Lindy Long, W. L. Cook, Scott Reed, and John Garrison. Reed and Cook had little idea of what is happening. Cook thinks he is on John's black list, so won't receive any information. All of the Directors and Abell had variations on the Murphy deal, but John told me that Murphy bought stock from the company for $350,000, stock which Garrison had sold back to the company, taking a promissory note in exchange. Note, the corporate debt schedule does not list this debt. John said this is because it is so far down the repayment schedule. This indicates some rather lax accounting.

John also gives little weight to Henry's concern about any vendors giving them pressure. Working backwards, John explained that Abell's supplier (of equipment) debt was paid from the proceeds from the sale of stock to Abell. This is one of the reasons why Abell's cash didn't go as far as we thought it should. Still working backwards, Lindy Long's payroll bail out in May (?), was paid off from the Abell cash.

Lindy Long told me the $1 mm plan was for Vic and David to sell back their stock to the company, receiving their investment of $58,000 each, then that stock would be sold to new investors for $400,000, netting $284,000. Then another 3% would be sold by the Garrisons, again back to the company for a note (Note: the Garrisons paid nothing for this stock, so whatever the promissory note is for is gain to them), then this stock would be sold to a new investor for $600,000. There is something wrong with this math, this stock would sell for 1% = $200,000, while Murphy just paid $350,000 and Abell apparently paid $150,000. Anyway, John would not admit to this plan, saying that the $1 mm need is David's number, that they will be having cash flow in 30 days at most.

I kept pushing John on Tulstar, this is still no concern to him. When he makes product, Tulstar buys. He also says what he thought was methylene chloride is really 132, so all they have to do is run the next phase and convert all to 134a. He said the tantalum is now clean, product should flow in 48 hours (we have heard this).

I demanded a conference call meeting Friday morning at 11 Central, so that everyone is hearing the same story. This is really an attempt to force John to tell a realistic story. I will listen, and ask a lot of questions. Can each of you call or email an update before 11 Central.

Robert James

From: Evert Talbot
Sent: Friday, October 05, 2007 10:05 AM
To: Robert James; Brian Brooks
Subject: Tulstar Chemical

Per Mark Nagle with Tulstar as of this morning:

SOLVAY is still interested in purchasing 134a from them on an "on going" basis. This still looks favorable as the Exchange rate (EURO vs. US DOLLARS) is getting much wider.

Tulstar has dealt with SOLVAY for many years and reports that they are very tough negotiators. Expected prices if this deal materializes are from $1.50 to $1.60 per pound F.O.B. Norphlet. Current market in the U.S. is now $1.75 per pound DELIVERED.
SOLVAY sells in the U.S. and European markets.

Economically speaking, Mark still contends that this type of deal makes sense for both companies and Norphlet as it will help to keep the doors open during the slow season.

No commitments are made yet from either party but SOLVAY is anxious to received finished product samples from Tulstar.

EVERT

NCE

Robert James

From: Evert Talbot
Sent: Friday, October 19, 2007 3:40 PM
To: Robert James; Brian Brooks
Cc: Gene Meyer; Doug Lauter; Chet Rolak; Victor Haas
Subject: Norphlet Chemical

Mark Nagle with Tulstar just called and reports the following news on Chinese Imports of 134a:

INEOS has filed a lawsuit in the Chicago, Illinois Northern District Federal Court against SINOCHEM in China for U.S. Patent infringements on manufacturing of 134a. SINOCHEM is one of the largest government owned 134a producers in China.

It was commonly thought throughout the industry they were using the INEOS technology all along. INEOS might also file suit against the other 6 smaller producers in China who are thought to be using the same technology. As we all know, the Chinese imports of this product in the U.S. have really crippled the domestic producers for the last year with cheap "dump" prices.

This was filed 10 days ago on October 5, 2007. Per Mark and his counterparts in China, this lawsuit has the potential of cutting off a significant portion of the cheap imports of 134a entering the U. S. If this happens, 134a goes short in early spring of next year and prices head back up very quickly.

Evert

NCT

Robert James

From: Evert Talbot
Sent: Wednesday, October 24, 2007 1:31 PM
To: Robert James; Brian Brooks; Victor Haas; Doug Lauter
Cc: Chet Rolak; Michelle Rankin; Gene Meyer
Subject: Norphlet Chemical

Per John Garrison with Norphlet:

The older Reactor viewed at the board meeting from Illinois was purchased this weekend along with another larger one which was never used. According to John, the better one was built in 1978 at a cost of $787,000.00 for Union Carbide and is Inconel lined. (Nickel & Chromium) It can withstand 1800 psi. They only needed 300 psi. On capacity, they needed 500 gallons. The better vessel is 950 gallons. This will help them if they ever need additional capacity.

He purchased both vessels plus a Hastalloy C Agitator for $115,000.00 and only had to put down $30,000.00. Balance is due in installments after start up.

As usual, John is tickled pink with the 3 new toys. He expects all of these to be hooked up and operational by the 5th of November. Nothing needs to be done to the larger 1800 psi vessel. All of the work to be done is in the connections from their units to these reactors & the agitator.

Evert

NCI

Investment Group Proposal

1. Group consists of Jones-Hamilton, Nelson Abell, Phoenix Equipment Co and Long Brothers Oil.
2. The investment group will fund the project to completion.

A. John Garrison steps down as CEO and Jeff Garrison will step down as President. The Garrisons will have a board position.
B. John Garrison, Jeff Garrison and John Peterson as a family group would reduce their ownership interest to 20% by contributing stock to the company as treasury stock to be sold to raise additional capital. The investment group will be responsible for the sale of the treasury stock.
C. The plant would be temporarily shut down until an engineering study can be completed as to the viability of the process.
D. During the shut down David Henry, Vic Forte, Jeff Garrison and 3 other shift supervisors and four other personnel to maintain the plant. Evert Talbot and Craig Wilson from Jones-Hamilton would be on site to over see the project through its various stages of completion.
E. A 134a expert will be hired to review and finalize the plant design. A general contractor will be hired to do the construction.
F. Vendor management and debt service plan will be implemented to keep the company financially sound.

JH relinquishes Garrison personnel guarantee on JH Water and stops daily start up penalty on 7/1/08

To: Norphlet Operating Committee

From: Brian Brooks

Date: January 28, 2008

Subject: State of Arkansas Meeting

Attendees: Brian Brooks—CFO, Jones-Hamilton
Evert Talbot—Manager of Chemicals Division, Jones-Hamilton
David Henry—CFO, Norphlet Chemical
Chuck Cathey—Development Finance Officer, Arkansas Development
Finance Authority
David Nevala—Loan Officer, Arkansas Economic Development Commission

A meeting was held at 10:00 with the above listed attendees on January 24, 2008 at the offices of Norphlet Chemical. We began the meeting with a summary of the actions taken by the Norphlet Board of Directors the previous week. Chuck and David were very comfortable with the new direction of the company especially with the reduction in work force that took place last week while we are defining the necessary components to successfully finish the plant. It was very apparent that Chuck and David had a very thorough understanding of the status of the plant prior to the January Board Meeting and that is due to the open relationship David Henry has fostered with the state. Due to the fact that the Garrison family group agreed to relinquish approximately 17% of the Company stock, being nearly 50% of their ownership, we inquired of Chuck and David if they would release the personal guarantee of the Garrison's on the notes. Their answer to this request was a definitive no.

Several times throughout the meeting we expressed our desire to have a total deferral of all principal and interest payments until the plant was operational. At present, Chuck and David were reluctant to commit to this concept. However, they did agree to the deferral of all payments until we have developed our completion plan which should occur in the next 30-45 days. As part of our commitment to keep both state agencies informed, we agreed to semi-monthly updates concerning our progress.

We concluded the "formal" part of our meeting with a brief plant tour followed by lunch. The meeting ended around 1:00.

Notes from Fluoromer Visits
March 17, 2008 and March 18, 2008
By Craig Wilson

March 17, 2008 Fluoromer Visit

Please keep in mind that this is a summary of the 1st day of the visit only and should be considered as preliminary information.

The visit started with Iikubo walking around the process area (all levels of the structure), Control Room and Lab. Vic Forte, Joe and Craig Wilson accompanied Iikubo on the tour. He was generally impressed with the plant and thought that the lab was much better than he had expected. His initial thoughts on the plant were that there were not sufficient utilities (chilling capacity) to support a 30MMLB 134a annual production requirement.

We then met in the conference room. In attendance were Iikubo, Steve Owens, Joe, Ronnie, Vic, Evert and Craig. Ronnie gave the Fluoromer group an explanation of Norphlet's Process. Iikubo concluded that Norphlet's process was more complicated than it needed to be and asked why Tantalum had been selected as the catalyst. He then used the white board to draw proposed processes for a gas phase reaction system for 133a, a liquid phase reaction system for 133a and a gas phase reaction system for 134a.

The gas phase 133a reaction has the following advantages:

- Iikubo has successfully carried out this reaction in the past
- Minimal side products are created in the reaction due to low residence times
- Lower volumes of reactants are involved in the reaction system at any given time which lessens the impact of an accidental release (potentially safer)

The primary disadvantage is that the gas phase reaction is carried out at 300° C (vs. the liquid reaction at 100° C). The gas phase reaction is more energy intensive.

The liquid phase 133a reaction has the following advantages:

- Lower operating energy requirements
- Potential re-use of existing plant equipment could result in lower capital equipment costs and possibly a shorter construction time

The disadvantages are that side reactions will occur (resulting in a hazardous waste stream) and that some pilot scale testing will need to be done to gain confidence with the liquid phase reaction and Antimony Pentachloride as a catalyst.

The gas phase reaction to 134a will be used regardless of which reaction is chosen for 133a.

Iikubo is not in a position at the end of day one to recommend which direction to go. The Fluoromer group will evaluate the existing plant equipment data to determine which

pieces could be used, with or without modification, in a new process. Iikubo's goal is to recommend a process that will produce on-spec 134a and HCl at the lowest cost and in the shortest time frame.

The Fluoromer group will meet tonight to develop a plan for tomorrow's meeting. The plan will likely include a recommended test protocol for the liquid phase reaction. This would be carried out at Chemical and Metals Recovery in Hudson, CO by Dick Angstadt. Iikubo anticipates that the testing would be completed within the Phase 1 time frame in order for him to be able to make the process recommendations for re-configuring the plant.

March 18, 2008 Fluoromer Visit

All discussions in the morning centered around the liquid phase reaction of HF and TCE to 133a. Iikubo recommends investigating the liquid phase option in order to utilize the equipment we have in place, minimize additional equipment costs and to start producing 134a in the shortest possible time. He is of the opinion that Norphlet is better off to start producing 134a as soon as possible, recognizing that the rates could be significantly lower than what would be required to meet the minimum volume commitments specified in the Tulstar contract. By re-starting the plant, with minimal equipment changes and costs, Norphlet would start realizing revenues. Once the plant was operating, a maximum operating rate could be established. Norphlet would then be in a position to evaluate whether incremental investment was needed. Evert reiterated the point that it would be very unlikely that the plant changes could be completed in time to take advantage of this year's refrigerant (high volume demand) season and, given that reality, Norphlet could absorb a longer schedule in order to ensure that the plant would produce on-spec 134a and HCl at the rates required in the Tulstar contract. Iikubo recommended that we continue to pursue the liquid phase reaction as an option. At the end of Phase 1, he will provide a recommendation to use a liquid phase or gas phase reaction to produce 133a.

Iikubo then proposed a plan for determining optimum conditions for the liquid phase reaction. We then called Dick Angstadt of Chemical & Metal Industries, Inc. (CMII) in Hudson, CO to talk about his pilot plant and a proposed testing plan. Dick is well equipped to carry out a pilot-scale continuous liquid phase reaction and has done this for many companies. He had previously sent Ronnie a proposal to carry out testing of both the Antimony and Tantalum catalysts. The combined tests would have taken approximately 8 weeks at a cost of $35,000. We have decided not to evaluate Tantalum further. With the elimination of the Tantalum tests, the schedule will be shortened to 5 weeks and the cost will likely be in the $25,000 range. With Iikubo's direction, we will develop a proposed testing plan for CMII. Dick Angstadt said that they could start the project as early as next week.

Iikubo's plan for tomorrow's meeting is to present a 1st-pass Process Flow Diagram (PFD) for review and comment by the group. He favors the team approach and wants our input and involvement at all steps of the project in order to deliver the best package possible at the end of Phase 1.

Cyril Hollingsworth

From: David Henry [dhenry@norphletchem.com]
Sent: Monday, April 07, 2008 8:14 AM
To: Carl Miller ; Harold Peterson ; Jeff Garrison; John T. Peterson ; Mark Jones ; Michael Murphy ; Robert A. Watson ; Ronnie Morris ; Vicki McDonald
Cc: Robert L. James ; Brian D. Brooks ; Jim Beachboard; Cyril Hollingsworth; Evert Talbot; Don B. Dodson
Subject: Plant/Company Update
Attachments: _0401142916_001.pdf; CW - Notes from Fluoromer Visits March 17 and 18, 2008.doc

Ladies and Gentlemen:

Attached is information concerning the Company and the plant. Please call or email any questions.

David W. Henry
Chief Financial Officer
Norphlet Chemical Inc.
Phone (870) 546-2253
Fax (870) 546-3589
dhenry@norphletchem.com

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2/10/06. Norphlet
Per John ~~Robson~~ Garrison

Transformer shipped in 2 wks. the longest lead time item. Installation will take until 3rd wk of Jan.
He thinks he may be able to start before Feb. 1 but then said Feb. 1

Tulstar Mark Nagle, was there last wk and 3 guys from the Mexican supplier of HF. The producer of HF has cut off the distributor. ~~5 MM~~
134(a)

HF supply to start 3rd wk of Dec.

There is an excess supply of 134a right now DuPont, Dow and Ineos created a shortage but the Chinese have now ~~imported~~ exported

The $1 MM will take Norph to end of Feb. which would give them time to start its own cash flow.

JG proposed (2)			Current (1)		
50,000	@ $25 =	$1,250,000	50,000	@ 35	1,750,000
61,111	45	2,750,000	27,778	45	1,250,000
111,111	$36	4,000,000	77,778	38.57	3,000,000

Gives JH 33,333 more tons.
Assume NB of $80/T

(2) JH margin 8888,888
(1) 6,222,222
2,666,666 addn'l margin to cover $1 MM.

3/24/07. John Garrison

Looking to sell a 20% interest as an LLC $6 MM
Sell assets to the LLC

→ working thru a financial guy in Baton Rouge. The buyer is in Miami Fl. He has talked about buying the entire business after start for $100 MM

~~Real~~ Primary objection — deal breaker
Holding the stock as collateral

$20 discount forever was a serious issue

Put us in a adversarial position (not him but others)

He was very disappointed about our folks' GEM and their desire to come on site disrupting the local labor

The isometric cost was to be $12,000 then they objected that everything couldn't be done in the current condition. Then billed NCI $24,000 John ~~got~~ cut them off. and $4,000 this week.

Seemed like JH ~~to~~ wanted to be a part of NCI then wanted to take advantage of them.

John has been ~~very~~ very disturbed about Vic's pushing Vic Forte about having the permits. Vic Haas has asked many times. ~~Vic~~ St. of Ark would not have given Bonds w/out the permits. And there is no Civil Engr Stamping required. Tags on pressure vessels are required.

"If JH is having serious 2nd doubts they will raise enough $ to pay JH back."
Vic Forte feels his character has been impugned!
John is very upset.

2/6/07. NCI - addn'l $

1. Brian
Δ the L-T pricing to ① eliminate the sharing
② reduce base cost.

He has discussed this w/ Ernest, and got no response.

He has discussed Vic's plan with Vic and feels we should not be an equity investor with no personnel on site and little ability to monitor

Try to limit exposure $500,000 hardware only
Knock out shared NB
(at 70 − 45 = 25 × 6% = $15/T on all tons after our loan is paid off, say 111,000 tons thru 2009)

2 I explained my position to Brian

2/7/07 John Garrison starting from Feb. 1
8 weeks left, say 4/6, Mechanically complete NO, by end of March!
Based on 2 hrs/weld
then ready to start-up
? does this allow for all deliveries — YES, all is on site
Does need more welders — they are the critical path.
trying to get some from

a Cooler & Catalyst & a pump not on site

(John did not I.D. anyone on a speaker phone)
4,000 man hours, has capacity of 1500 man hours/wk
working 5 & 10's starting 2/24 will work 6/10's
Will set the parking tower & 2 large heat exchangers with the big crain very soon (do all in one time)

Catalyst - is tantalum, metal, goes into a capacitor will be super-pure
Everyone is well aware of the needs
They unestimated the man-hour requirements
Losing $50,000/day revenue

2/7/07. John Garrison

p 2 of 2

He wished he had hired an expert, experienced construction manager.

They will give us good product in April and he expects it to be food grade.

Welders - he can use union members working as non-union since he has no union contract.

?? He would like to reduce the put of $10 to $20 on everything And, if for some reason he is willing to give further break. He wants to continue our relationship

He wants to be a good supplier

"May need to talk to us later about $" $

I asked about $ from investors. They won't add'l interest.

Could sell 4% of his to go down to 50%

Value is $250,000 - 300,000 per 1%.

NCI

prox 2/7/07

	Value	
1st 50,000 @ $25 =	$1,250,000 ~~1,750,000~~	
next 61,111 45	2,750,000	
111,111 T @ £36.00	4,000,000	2½ yrs
Est ANP ~~80~~ $70 @ 111,111	7,777,770 ~~8,888,880~~	
Margins on payback of loan	~~4,888,880~~ 3,777,770	over 2007 · 26,000 T
		2008 45
		2009 45
		110,000

NCI needs $2 mm to become operational by 6/1
B/c of the delay from 11/1/06 to 6/1/07 (7 mos.) prox 250,000/mo x 7 = $1,750,000 is working capital and debt service.
This would mean the project is $1 mm (our additional investment plus this new $2 million — $1,750,000 = $1,250,000 over plan

Sources of cash
Dr Forego salaries of 6 top Manager until start-up saves prox $26 x 2 x 4 =

Assess Shareholders + Shareholder/lenders 100%	208,000 MGMT
~~Robinson's~~ Garrison invest to put on equal basis w/ others	935,000 SH
	200,000 MGMT
	1,343,000
JH loan 1/3 of need (or balance up to $2 mm)	657,000 JH
repd in acid at value of ~~$25 ton = 26,280 tons~~	2000,000
~~(worth $80 x 26280 = $2,102,400~~ floor price - $20	
no less than 80% on spec. @ $70 value is $1,839,600	
est tons @ $25 = 26,280	

realized end of yr 3
IRR = 41%

We will match 50% of other "verifiable investments", not to exceed 650,000 and with guaranteed start up of 6/1/07; if miss start-up JH is due penalty of $1,000/day. (approx cost of idle RC fleet)

Prepared 3/14/07

NC1

Obj. in support of Addal Investment in NCI

1. Evidence of sharing of risk by all stakeholders:
   - Equity investors
   - Debt investors
   - Bond holders
   - Resellers
   - Suppliers
   - Management

2. Establish a manageable and transparent completion and start up date. How? hire project oversight
   hire external process design review.

3. Enforceable penalties for failure to achieve timetable
   TH will be given 20% of the outstanding stock; no further stock issues without TH approval.

4. TH purchase terms.
   All acid purchases to be valued at $20/ton below contractual price schedule until the total debt is repaid
   The revenue sharing mechanism will be eliminated.

→ Or simply forego penalties and establish controls now.

Controls
- Project oversight
- Financials controls
- Directors seats
- External assessment

Caution John could sell the Co. or otherwise abandon the effort as he has nothing invested.
We must get an external review (Why does Gene Meyer contact believe the project will not be completed?)

Objective
Make the plan so onerous that NCI mgmt will get the project completed on time & done right.

Require cash In by Garrison and assess original investors to raise $500,000. Force them to say "No" and/or realign the financial influence.

TH will match cash investment and deferred comp $ for $.

2/19/07 John Garrison - 870-546-2253 870 818-1504 cell
The GEM welders proposed building the pipe in Toledo. can do with "laser checks"
cost is same but faster!
10 people in plant can do what 30 can in field.
home 864-0040
870-

I told him time is of the essence and
Steve Johnson from GEM. and another person.
Do all ~~laser~~ LASER works Wed-Fri
~~Ranier~~ REVIEW OK Friday then fabricate next wk.

Loan up to $1 MM "Well more than enough."
~~$25 for all~~
$20 off of everything from 1% tel repaid
eliminate

---

70 × .6 = 42
85 .4 34
76

Event 60% Rail 40% Trucks

What is 2nd, 3rd altern. { Current Investors
New Investors
Deferred WC pmts
Bank Loan

What happens if $1 MM doesn't complete
What is final time line
Will investors be assessed
What happens to the 4% eq
What penalties will be pd.

He talked to investors, none willing to come with $.
St of Ark - unwilling to negotiate an extension, and he is unwilling to risk a default

"Will eventually have to sell some stock" They have considered selling 30% for say $7-8 mm
Or, could offer sell the entire project to Honeywell

$26,000/mo + deferrable for 2 mo.
They might be willing to give JH some Eq say 30%
NCI is S Corp; could form as LLC

Labor + piping from Toledo $300,000 w/ 10 men in 3 wks.
Need cash by 2/23; payroll due 3/9.

5/07 NCI
Lindy Long

Will post $2 MM for controlling interest

X Waiver penalty $7,500/day for 2 mos. — Ashel JH to do

Can start production in 2 wks

Borrow $2 MM and provide personal

May have to add a scrubber

$50K to RR, $25K Insurance $50K legal

10/12/07 NCI John, Jeff, Ronnie, Vic, David, Nelson, ~~Libby~~ Lindy, W.L., Brian

Prodn John - very good wk. Dr Belton having a "phase separation problem" Has tested in lab. Will do plant test tonight; know by morning

Ronnie was hesitant about this solution.

The process is one of recirculation to get a better

~~Financing~~

Mixing of the Catalyst, HF and 133 & 132 to make 134a

Vic - the best shot we have now; agrees w/ Ronnie.

Failure will mean "quite a bit of time and $"

→ Ronnie backed off of this (John held on it) because of need its Rheat, recirculate - Monday morning.

→ Will advise all!!

* Financing - $ - no results this wk.

Payroll 10/19 70K Vendors

Track pmt 20K

Payroll taxes for Sept due 10/31 225,000

10/15 Had a good, long talk w/ Nelson Abell about a financial plan

10/16 Follow up from 10/15 talk w/ Nelson

He called D. Henry (not John) and got nothing for David

David said they had high % of 133 and could easily get to 134.

Then they talked about the $. The need for $1 mm.

Nelson said they need $1 mm

5/13 open process

It will come from the group

No backdoor deals

D.H agreed and Nelson did NOT say he had talked w/ me

CONF: David + Vic offered to sell their stock to get $ into the Co.

He said he would step up if others would. David asked if he had a price. Nelson said no.

David's only conflicting point was that he saw no further deletion of the Co.

10/16/07 NCI – Brian + Count
Count per John Garrison.
Making 99% 133

Need agitator/reactor for R-2
Available from Spector for $100,000, quickly.

John proposal – JN owns the acid forever.
(Like think we already have)
Gary thinks it runs only until the note pd off.
No – its perpetual.

2/7 Preparation for JN $2 mm loan — operational by 6/1

Alt: JN match contribution of others

2/7 John — gain good product in April
valued 1% at $250,000 - 300,000

2/26/07 Our initial $2 mm proposal (already in for $4 mm)

prior 3/20 Final version agreed to — target start up 6/1

5/25 Long made $2 mm proposal for controlling interest

5/29 Long advised John rejected and it was for 25%

~~John — start up 6/15~~

~~GT~~
~~4/26 Boyd — John — start up in next 30 days~~

7/19 Boyd
Abell financing pd off $100 K of ST loan by Long John
financed June - Sept (?) plus pd off Abell (prior 100 K)
The loan 500 K from Abell was for August
Ronnie — start up within 30 days
Vic — early August

John rejected any further additions and any $ investment by him

8/14 We worried start up penalty
Vic — closed, start by 9/1

Murphy's $ were used for Sept.

10/4 John — the chemistry works

~~[illegible]~~

~~Estimate Earnings + Loans~~

10/4

		$	%	TOT
JH	6	500 K	5	5
NA	2	200	2	17
L	0.3	100	1	
M	0.35	100	1	
5th		100	1	

Murphy 1% for 350,000
Abell 14 2,000,000 (~~300,000~~ 142000)

4 10 1,000,000
1 100,000

Orig 1.5 300,000
~~Bud 3~~
1 200,000

Nelson available 10/18 ~~11-1~~
318-791-0455 11:30-1

Offer deal to all Shareholders + JH

~~Est. controlled disb. bank acct for $1 mm~~

Investment to be made by 3-4 investors (current or new shareholders plus JH.) in exchange for 10% of new company stock. All shareholders would be diluted by the issuance of new additional shares. Each $100,000 receives # of shares equal to 1% of issued stock and allocated pro rata among the investors of the $1 mm.
There will be no "backend" def. comp related to this deal.

The Investment will be in the form previously used by NCI i.e. equity/loans with the repayment terms and priority status equal to the terms of other shareholder equity/loans.

The funds will be used to 1000
1. Retire the Long debt 70
2. Pay current Oct expenses ~~100~~ 90 + 150
3. Pay 3rd Q payroll taxes 225
4. Remainder - admin. ~~405~~ 365 No AP payroll only
by John Garnier, D Henry, B Brooks and _____
Eqpt 100

Process consultant to oversee

14 John G
The $1 mm was David H and may be good for stand-by
The chemistry now works
The M-Cl is actually 132
The Tantalum has been recharged w/ Cl

They are approaching Charlie Hayes for $100,000 thru ~~thru~~ Jim Crotty
Systems Contracting

Payroll req is 70 K.

10/5 Financing Plan
To avoid short-term fixes.
~~How will Lindy be repaid~~
John G sale of stock to NCI, how recorded?
How priced.
~~How does NCI price sale of stock, who approve~~
sale
What are terms + conditions of def comp plan?
Terms + conditions of sale of stock to Murphy?
Was this made from "reserved" shares?

Conf Call - John G, David
If can get 134a in cars quickly don't have an Eng
We are making HCl
~~but still showing Mth Cl on gas Chromatograph~~
~~Vic - can make 134 - HCl in 2 days - 2 weeks~~
John - looking at sample 133a 99.+%, so virtually there
then it dropped off.
Randy (~~N-J~~ Belter) thinks we need to add heat jacket.

Payroll provided by Long, ~~pmt~~ in 30 days, or
J & J ~~pay~~ giving up 5% if ~~not~~ pd.

Addn'l H beyond this wk payroll,
They will sell mgmt shares. No response from anyone
David orders for $1 mm loan for 1 year.

Next drop dead date 10/19 $80 K. We owe quarter 9/30 due 10/31

10/2 NCI

1. Nelson Abell 318-322-7300
2. Lindy Long 870-546-2566 3457
3. W.L. Cook 870-863-7386 7047

Scott Reed h 479-369-2520
cell 479-883-9025
scottreed@centurytel.net

Available Fri 10/5 for Conf. call. — only good day in Oct!
or could be there Sat 10/6 10-11 a.m.
X Call by end of 10/3

I proposed mtg of Garrison, Ex Comm & Abell + JH using current financial structure (need clear version from John).
Can we assess shareholders?

10/3 John Garrison — see notes to Evert + Brian 870-546-2253

Lindy Long
He has heard that Vic Forte + David Henry will sell their 1% interests for $58,000, back to NCI and NCI sell to new shareholder for $100,000 each. John Jeff will sell 3% under some deal (probably similar) I said I don't see how this helps raise $1 mm + I don't like Mgmt selling at this point — see notes

WL Cook — see my notes wlcook@cookspa.com

Evert - Mark Nagle
David told Evert that DuP had called Nagle re product
But it was "DuP of Europe" which is Solvay.
Evert passed this on to Nagle who had had contact
7 to 15 mm lbs. Nagle handling prospective timing and details.
Forte says the 133 to 134a is not process, but mechanical

Morphlet

1. LL forwarded $100,000 + 55,000 out of the $450,000
↳ for 4% eq if not pred.

If we have the knowledge of bringing the plant to completion the $ will come.

2. ET – is talking to VF every day at VF's request
Cranking the system 1/7 night
Ronnie came in sat, is sick
All know more Capital is needed.
Ronnie "Know it will work"

✓5 RJ – Capital Eqpt plan — April 1 deadline!
Items
Installed cost
Time line

✓6 RJ – ~~Operating expenses~~ Vendor mgmt Plan

✓7 RJ – Operating Expenses $213,000
Reduce by 25%. 53000

✓8 Financial controls – Scott Carter and sign Chg
Change bank signatures.

9. LL $450,000 req 4% equity dilution
+6%

2.0
.135
.450
$1.6
$1.415

Call Spector's investment 908-618-0650 call
732-442-6990 off wr 1/8
Call John Garrison

10. NA – Operational controls – must be addressed later
Nelson Abell @ comcast. net

1. Major flaw in the Plan 12/31/07
Mgmt Process for Design/Engineering; creates crisis
Mgmt every 2-3 weeks
Fragmented
Time delays, leading to $

2. Financial Crisis for Working Capital 11/1/06 – 12/31/07
(Capital Expend are understandable) 14 M @ $250,000 = $3.5
a 25% ↓ = $875,000

With no effort to reduce working capital req
b/c of ongoing assumption that startup is "one fix away"
There has been no effort to reduce operating expenses
✓ 1. This MUST be done before any plan is even designed or funded. Sign off by Garrison + Ex Comm

✓ 2 Get complete punch list + priced – signed off by John, Jeff, David, Vic + Ronnie. Confirm w/ OS consultant

✓ 3 Combine results of 1 and 2 + 3
Develop financial restructure plan

4. What is the status of the Letter of Credit Plan $1 mm
Other (Longn $450,000, JH $135,000 1 mm
Cut expenses 25% min. $50/mo
✓ 5 Prepare Creditor Plan

1/2 Brian pump David
1/3 RJ call Abell, Long, Garrison, Ex Comm for Mtg 1/4 or 7

1/2/08 Norphlet w/ Tulstar

~~444700~~ p 18 Pres. Mark Nagle
VP Phil Bates
CFO Elaine
VP Mark Hetcher

~~703~~
Event game status report.
1. Ronnie Jackson – fired today
12/28 2 John told ET need Chiller + heat exchanger.
$45K 2-3 days. Running this week)
3 Everts dinner w/ Vic – need much more eqpt
(see Call Notes; need 5-6 pieces $1.5 mm
and 2-3 mos. (but pump lead time is 21 weeks
Worried about lawsuits.
Said JG is not telling the truth.

3 (new) issues
1. Lawsuits
2. UT claim + note
3. AT ~~long~~ 90+ past due
$1.5 mm

4 Everts call w/ Ronnie 12/29
– same story.

5 Everts call from D. Henry 12/29-30.
– same story, plus financial issues

Mark they need a top of the line process consultant.
Do before any more cash is input.

D.H – don't send any $ to be under control of Garrison

Mark 6 J Garrison raised the China $ idea and then, reluctantly
the expertise.
Mark thinks they (3F in China) may agree to a
technical team in exchange for equity; but no $

Mark CONF – like Jeff, little respect for John – but project
NOT salvageable under Garrison. b/c – new process,
and they don't know and won't allow answers and
block $ deals.

If JG will provide full T-details, plant design, they
would consult (or make R 125) and fix the plant
so he can determine if worth his while to visit plant +
make decision – would want equity in return.

Tulstar + JH could find the expert consultant
Kevin Mayo formerly NEOS could be the expert

Norphlet - corporate issue

MJ planning notes 1/2/08

1. John G has used Richard Hammond, PhD, an attorney for patents, et al
5218 River Bend Blvd
Baton Rogue 70820
225-769-2732

2. Was he a duly appt officer?
Did Ronnie Jackson resign from his officer position?
Was he removed by the Board

3 Directors vacancy are filled by stockholders
however (other sections) majority of directors can fill the vacancy

4 B of D may ↑ the number of Directors & fill the vacancies

~~Sec 10~~ Art III Sec 10
B of D sets salaries of principal officers.
Salaries of other officers fixed by Pres
Sec 7 Pres is CEO

Requires 75% of B of D (9 of 11) takes 3 to block
75% of Stock eg JG, JG, BS + 20%

1. Sell of buy another business
2 Sell the assets or controlling int of stock
3 Dissolve
4 Spend $50,000 over approved budget
5 Pledge all assets as security
6 Relocate or state another plant
7 Amend B-Laws
8 To fail to fulfill Sub S req.
9 To enter into contract for 1-8.

1/3 Norphlet -

Long off 870-546-34-
Abell 318-322-7

1. Called Nelson 318-322-7300 - NA off
318-791-0455 - LM cell?

2 Lindy Long
Ask him to call Mtg of Ex Comm
include JH, NA and ? Specter
Discussed my Plan
Still working on the Lion Oil Stock Plan.

John $120 K
Jeff 100 K

Try for Mon 1/7
10:30 NA ok
RJ ok
? LL

The Garrisons have no money; they drow
there are others w/ salaries + no value.

Nelson had filed a lien (material) then this was paid off thru his stock $.

I presented the Mtg Plan to

email to NA or fax
also to Scott Carter.

Total need is prox $2 MM
David Henry needs to provide details by 1/4 / 5 pm

1/4 JH Conf call
1 LL + Vic have talked - will any 134a be made w/ these Δ's. Vic said compl by 1/5 - may be some. LL told Vic no one would put any $ up til they see 134a.

LL told Vic he tried to talk JG out of firing Ronnie

2. Ronnie is still fired but doesn't know it.
3 John G is trying to pre-sell 134a to Honeywell to get cash - per Vic + David

Vic + David think JG is not aware of actions.
Vic - we need to keep Ronnie on the project.

Now Event
1/4/06 David H after 9 home 870-863-6635
cell 870 918-0322

ESCO - $33K electrical supplies
Ramfab 107K down from $275

Heard from Longs thru Scott Carter
Stock deal delayed til 1/9.
David mentioned that this impacts JH's note.

Call Dan Dodson after talking to David
El Dorado.

D. Henry -
In Ark, filing a Material Lien give you have 15 mo to "perfect your interest" by filing another type of lawsuit.
Liberty Supply had filed a ML which has not expired and they filed suit to protect status.
UP - 10 mos $20000/mo Note
ESCO - straight lawsuit respond in 20 days
Ramfab - (Reactor) top 275K, not ~~170~~ 106K have not pd in 7 mos. They want ½ by 1/7
½ by 1/7. No filing yet.

Stock Plan -
Scott Carter ~~sec~~ (for Lindy) -
1 John & Jeff G. have not agreed to it.
2 Longs closing ~~at~~ delayed at least to 1/9.; funding?
and Specter (5+% of stock)

2-3 Creditors can jointly file Petition for Inv BR.

Owe auditor 12K

~~GC #8~~ 609 Union St N of Stadium Blvd
E of 54 (from Curve

1/4/08

~~Truman Hotel & Conf Center~~
~~1510 Jefferson St. (Hwy 54~~ So of Stadium Blvd.

~~840-620-2331~~

~~573-635-7171~~

III

No new cash until have commitments
But, will provide cash before ~~[illegible]~~ making good product
~~Financial deal will be subject to approval by B of D.~~
It will be for cash P & I priority above all other
debt except St of Ark
Cash is need by 1/11.

This group must provide or arrange for the $1.5-2 mm;
find expert and secure agreements ASAP

How do we bridge this gap?
How do we fund the project?
Will there be a requirement from the Garrisons to give
up stock?
I believe it should be for say $2 mm less JH portion
say $1.5 mm for 15% ($100,000/1%) of the Garrison/
Peterson share of 37.5%. With no compensation (deferred or
otherwise) to the Garrisons.

I doubt if Garrison will do this.
Won't we have to present the financial plan to
Garrison to get him to accept the controls — or is the
practical threat of no cash on 1/11 a strong enough
incentive?

Form: T+C Amt
JH add to cash note — free or $10 acid All, if necessary
Abell — will probably want equity
Long — will want equity.
All bridge loans go to credit against the first deal.

1/4 (Cont)
The 3 Astrian Plans

W/C cut / forfeit / or defer

We will insert ourselves in the state process

Brian needs to clarify some of the debt schedule

→ Need to establish financial controls over cash.
Should JH et al provide 2nd signature control
Could NA provide this control.

Discuss "expert" consultant.

Long, James (JH) & Abell
B of D 2/11
Stock 20.2%
$ debt

L 450,000 + 67000 (517)
JH 6,635000
Abell 1,825000
L & Abell SH EST (17.2% x 223)
8,977 of 15,963
+ Spector

St. of Ark 4,429 < 4429
~~13406~~ of ~~15,963~~
8977 11,534 = 80%

1/9/08
Act.

	Inv	Comm		
JH	6635		6635	42%
NA	2325		2325	15
LB	217	425	425	3
			9385	60%
St. of Ark			4429	28
			13814	
All others			2149	13
			15963	

1/10/08 Nerphlet

Review of 1/7 submissions with John → Linde + Scott P1
David, Jeff, John, Vic
Brian, Bernie, Ernest, Je
Nelson
Billie + Jane Spector
nels
@comcast.net

#1. John ans. his skeleton plan
Some are +/-
1. "Tar" removal system tower; tars reduce efficiency of catalysts
a vessel with heat.
the process can continue while installing
results in some hazardous waste
Made from nickel or "Monel"
Vic - agrees will have to study
Ron - just before Christmas while getting good 133
getting 9-15% of "unknown heavies"
remove can't convert (as desired) and fouls up the tantalum.

Ernest asked cost + time 50-75
John resp - his Boston cons. group is working on
Not the critical timeline item

2. RJ asked for the CT item
John said he had found a new cons group on various items.

→ Replacement of a pump
John The 20-week pump is NOT critical to start-up
Takes 2 days to shut down + start up.
Running at lower temp to save pumps
Creates more tars.

John - level indicator on R-1; now uses an 80% alarm

John - ~~Chiller~~ - if add HCl strippers will ~~need~~ chiller
100-150T Chiller - Jesse <10K

John - condenser talking about gerry-rigging

Heat for bottom of C-1 distillation tower 10K

Cooler in the scrubber system. A hasalloy system 40-50

1/10/04

John - need 10+ hot oil barrels $2,300 x 10 = 23K
- 200 # of tantalum Catalyst 30K

Fermenter nozzles need to pay $50K
to buy $2K

2 TL TCE 44K
2 TL 50% CS 20K

Backside
Piping - flowmeter 30-35
Water wash 134a, current sept. 10 PPM
but if don't then also need dryer 250K
(water + dryer) + gas compressor
(doesn't incl cost for removal of dilute HF)
~~HCl cleanup~~
Tower, requiring lines 100K
~~remaining HF, not organics~~
Instrumentation of all of above 300K
They will send the Capital list out on Monday 1/14.

Open Expenses
John - OK it will be difficult $75/100 by 1/14
Ernest - asked John a soft question - if so
what are some of these empl doing.

Vendor Mgmt Plan
David Henry - to keep out of BK
to allow new shipments against old balances
to pay cash - old balances
All assets are secured to St. of Ark
and Vendors will have these A/P if they file BK
b/c State ~~owns~~ ~~everything~~.

Debt Service - will be delayed, the $270,000
don't know the cost of deferral.

(Notes dwindle from here)

1/8 Norphlet w/ Brian & Everett

3000
(450)
2550
N.A (250)
LB (250)
2050

1. Op Exp base is $1.8 for 6 mo.
therefore 25% ↓ saves $450 000 $75/mo.
John says it threatens plant safety
and ability to test the plant.

2. St. of Ark -
Before any new hi $ committed - need to have
mtg w/ the State re deferral. worth $816,000 in 6 mo
Brian - David to do by phone

3 Outside consultant -
Everett - Ineos contact thru Reagent, he went to John
Unilever but can't find him. Jeff
Mark Nagle is looking Vic
Brian working thru GEM DH
Peterson
Ronnie

X 4. JH B of D C.C.
Noon Eastern 1/9
9 Pacific Time R Jacks 318-348-7318
5 Investor C.C 1/9 2 Eastern Spots 732-442-6490

Need 2 TCE TF @ $23,000
Have HF 80,000 lbs in NCI in tank
but have 133 in tanks

1/9/08 JH B of D

1. Newark site: proceed with remediation and "clean" property price

2. Rick – have a timetable for John G's dismissal.

YM OE	900
Cap	1600
VM	200
PT	300
	3000

3. Rick – if have a stumbling block
The # groups goes into Voting Stock
The "equity" " " non-voting stock.
Assign voting rights.

1. Assign voting rights for 6 mos. til goals

2. JH meet w/ St. of Ark. to show support; describe plans, ask for re-financing

3. Block all actions by Garrison.

4. Set up purchasing controls – only Vic, Ronnie or David can order
Ronnie work

5. Establish Continuous plan review.

6. Incorporate Ex Comm on 1/14 C.C.

7. Start B of D mtg at Wed. dinner.

8. Develop controlling corp. resolutions { voting assignment of J & J G to Voting Trust
appt of officers
adj in comp.
borrowing

9. Review patent protection against Honeywell and secure w/ NCI.

New developments
✓ R. Jackson
✓ Specter
Any contact w/ Mgmt since 1/7
✓ James & John G
✓ Ernst & Ronnie & Vic
✓ Specter & John G.

To Do
Call ~~Van~~ Ronnie
John G

R. Jackson 318-348-7318 L
J. Garrison 870-546-2253
call Nelson Abell 791 0455

Our T&C JH
LB
NA

1/14/08

1. Capital
   List is non-specific
   Has no timeline
   Needs engr/design decision: too many contingencies
   Has not been approved by JG, VF and RJ

JH is attempting to engage Cecon Consulting Group
Wilmington DE
to review all drawings, the plant as is and plans for completion, and then review +/or approve the completion plan (including the conclusion that the plans will allow for the efficient profit of 134e.

---

2 "Administration" the plan achieves a 26.5% reduction, but uses Ronnie Jackson as +29,205 of the 483,573 reduction (6%).

---

3 Payroll Adj (to support the Allen tab) included Jackie (whom Garrison has already said is unnecessary and whom will be released during the completion process) but did not include Peterson.
   Need to add back Jackie and subtract someone else (Peterson?)

1/15/08 Norphlet

NA 318 791-0455
williamsg@phxequip

Nelson Abell nr

Everest -
Craig - OK, but concerned about time

Cecon - Ronnie trying to reach

6.5
4.5
1.36
.310

John G -
Everest has done nothing w/ Honeywell
→ New Plan
Get the TCE & Catalyst and test the plant again
think something was wrong with Catalyst.
~~A plan to placate the Investors~~
Discussed Mothball

Ronnie
Has sent Step I designers to Craig and LL
then Step II 133a to 134a will be sent.

Nelson Abell -
He still needs some tax $ that will stretch him
He will monitor the situation but cant step up
~~He~~ John G has offered 8% ??

JN	6.5
ARK	4.5
NA	2.3
Sp	1.36
LB	0.31

Investor Meeting DR PHIL GUMPRECHT

~~LL his concerns~~

No negotiation - Take or Leave
Force the final results
John - to have no operating or financial controls

John Strongly rec you relinquish Mgmt control and
forego some of your stock to facilitate raising capital.

Jeff - keep him employed in some way.

John has committed to go up 5.7% (down to 32%)
Cut to 20% Max.

1/16/08

1 Reason for change in mgmt
Mismanaged Project – for exceeded cost + time
– Investments – disregard for others, holding out for [illegible]
Misrepresented status of completion numerous times.

Ask him to resign: relinquish mgmt control
Also give stock down to family position of 15%

2. Mothball the Plant
Completion design + engr steps are uncertain
An investor group will manage the final design

3 Layoff 2/3 of employees
Retain at 75% of current salary with accrual of shortfall to be paid 2 month after continuous production.
Jeff G at base ~~75~~ 90,000 at 75%, as others

4 Interim Mgmt
Forte + Henry as co-managers, reporting to B of D
Jackson on consulting fee basis
Retain 4 supervisors Garrison
Singleton
Williams ?
Hale ?
4 best mechanics

5 Engage CECON Design / Engr consultant to complete design.

6 Timing

Shutdown	1 wk	1/25
Engr + design	2 – 4	2/8 – 2/22
Build-out	8 – 10	4/4 – 5/2
Start-up	2 – 2	4/18 – 5/16
	13 – ~~16~~ 17	
	4/18 – 5/~~9~~16	

X – Advise, B of D: JH will finance w/ partners, forego penalty clause

1/16/08 Caution / contingencies

We don't know all contractual relationships
We do not have majority of Bod 4 or 5 of 11
Call W.R. Cook 870-863-7386 and 7047
Scott Reed - cell 479-883-9025
h 369-2520
We do not have majority of stock prox 20%

We have vast majority of Investment as of 12/31

JV	6.635
NA	2.325
Spector	1.300
Long	.310
	10.570
State of Ark	4.000
~~Total Liab~~	14.570
All other	1.455
~~Total Liab~~	1.600
Total	17.625

~~60% of total, 66% of Inv Cap, 88% of Exp Ap~~

1/16/08 planning notes

Cost of Equip + Materials, per N.i list 1/14/08 — $1,102,000
15% Contingency — 165,000
Supplies - Materials, per list — 161,000

Engr + Design

R. Jackson	$50/hr	x 35 h/w	x 14 w	17,500	
C. Watson	75	25	4	7,500	
CECON	150	40	4	24,000	49,000
General Contractor	150	40	8		48,000
Contractor Labor (8)	25	40	8		64,000
Equip Rental					200,000
					1,789,000

Staffing

Forte	96,000		
Henry	90,000	x 75% = 478,050	
Jeff G	90,000	fringe x 115/52 x 14 =	148,000
3 Supers @	65,000		
4 Mech. @	$24/hr		

(100% to pay addt. prof $50,000)

Meeden

Q-4 Payroll Tax	225,000	
Hand Work 4 M @ 21,000	84,000	
1/25 Net Payroll	63,000	
Other Meeden $50,000/mo x 4	200,000	572,000

2,509,000

Proceeds from Sale of Garrison family stock

prof 17.5% @ $100,000/1%	1,750,000
JN Loan	1,000,000
	2,750,000

1/16/08 planning notes

Capital	2020				
Less coating	631				
Less Engr	126				
Less Supplies & Mall	161				
Cost of Eqpt	1102	no installation ?			
+ Coating 15%	165				
+ Engr Cecil & ~~Wilson~~	24.0	4 W	40 H	$150	
Wilson	7.5	$75	25 H x FEB 4 wk.		
Jackson	17.5	$50 x 25 H x 14 W			
Gen Contr	48	150	40	8 wk	
Supplies & Material	161.0				
Eqpt rental	1525				
Installation 8 H see below	200				
8 Contractor	64	8 x $25 x 40 x 8			
	1789	day			

Staffing

Foste	96 x 75% = 72	52	wk	x 14 x 15%	+ 25%	acres
D.H	90	67.5	1385			
J G	90		1298			
3 Supr	65	48.75	2813			
4 Mech	20/hr	15.00	2400			
			9194		148023	37006

Vendor

Tree Work 4 mo	84,000
Other Vendors $50/mo	200 00
P/Tax 9-4	225 00
1/25 pay rate - net	63 00
	2,445,000

Garrison gives up
20% @ sell for $100,000 = 2,000,000

David & Brian Crepe weekly cash needs
JH funds up to Burel-out

Purpose -

To present a Mgmt control system mutually agreed on by key investors the purpose of which is to establish an agreed upon plant design, expense control & vendor mgmt systems and financing plan to achieve plant start up in an expeditious time frame.

The various elements will have the signed agreement and commitment of management, the Ex Comm of the B of D and key investors.

The Total Plan will include

1. Capital expenditure plan to achieve efficient plant start-up, to include total plant design, the remaining necessary pieces of equipment, their installed costs and timeline to be agreed upon by John Garrison, Vic Forte, Lonnie Jackson, the Ex Comm, JH and Nelson Abell and reviewed by and approved by an expert consultant.

2. Operating expense reduction plan, providing for a reduction of 1/3 of 4th quarter 2007, on an annualized basis. Agreed to by John Garrison, David Henry, Vic Forte, the Ex Comm, JH and Abell. These reductions are to be implemented immediately and prior to any additional capital investments.

Agreed base is $1.8 mm / 6 mm or 300,000 / mo 25% cost = $75,000 mo

3. Creditor/Vendor financial management plan. Agreed to by the same parties as in #2 above.

4. Financial controls whereby all cash outlays of the company will be authorized by David Henry and a designated outside revenue (from JH, Abell or Long) as in accordance with the approved plans (#1, 2, & 3) above.

5. Upon the acceptance of these plans, JH, Abell and Long will create a financial plan to provide the financial resources to fund all of the above. Such financing will be either be provided by these parties and/or facilitated by and arranged by them under terms & conditions to be negotiated by the investors and the Ex Comm and John Garrison & David Henry.

Notes

Fin History — Start date

1 Intro in July-Aug 06

2 1st 4MM Sept 06 — S 11/1/06

3 Off Oper + Fin asst 3/07 — 11,000 man hrs @ 40 H/wk + 20 workers
2.5 MM — = 800 MH/wk = 14 wks, say

4 8/07 Ground breaking — ~~7/0~~ 7/15/07

Ceremony — Couple of wks

5 10/15/07 — Need new reactor w/ agitator + 2 wks.

6 Late Dec 07 - early Jan
Much info came to light

12/28 John G told ET Need $45000 in eqpt running in 2-3 days
Vic $1.5 MM 2-3 MOS
Much Nagle John G can't do it

7 Started discussions 1/3 w/ Abell, Long, Spector
Operating Exp 11/1/06 — 12/31/07 @ ≈ 250,000/mo = $3.5 MM
12/31/07 A 25% reduction would have saved $875,000
Nbs

8 JH loaned $135,000 prox 1/4 for "payroll + other

9 On 1/4/08 we rec'd revised proforma from D Henry to use in
1/4/08 forecasting remaining start up cash requirements.

10 On 1/9/08 we had a Conf call w/ Norphlet mgmt
to discuss info provided on 1/4 and 1/7.
This was first time I had seen ① full payroll
② Had possibly complete Cap Exp
req — IF — it worked

JF 65
JP 80
FB 40
195,000 "extra" 38 on payroll

1/8 JG says 25% reduction threatens plant safety and ability to test

11 As the result of the foregoing discussion I prepared a plan on 1/9/08
My schedule book [illegible] Cancel [illegible] Jan 7 9(2) 10 (JJ, JG) 14 15

(NCI) $1,000/sh per Brian 1% = 10,000 of new block try for $1 MM 1000 sh.

11/1/07 Ind. Sth gets LC from bank then NCI borrows against those LCs.

18
9

Nelson Abell:

$1 MM $1,000 sh.

said he talked w/ David 10/31.
"things won't happen that fast"
they have the Lindy Long deal + this sounds like the same.

talked w/ Garrison last Thursday 10/25, the 10/29 mtg did not occur

If NCI raises 650000 for 65% of new stock, leave 350000 35% for Nelson
x .5 = 17.5
+ 7
24.5.

11/8/07 David Henry -
Lindy Long is trying to put together a $800,000 pkg w/ his brother to get 8% under tough terms + conditions yet in some way allow other shareholders to participate.
David in to meet w/ them.
Decision by 11/13 (Tu?) Need cash by 11/16.
John told David they would start up 11/10-12
David says figure on 12/1 start-up.

11/15 Nelson - message
Longs deal is it but he may contribute and have the right to the next round which will probably be needed and he thought JH should be allowed to participate as a shareholder in the next round.

David Henry -

1/17/08 ✓ John Garrison ✓ Don Dodson ✓
✓ Jeff Garrison ✓ ✓ Lindy Long ✓
Billy Spector ✓ Jim Crotty ✓
Jesse Spector ✓ ✓ W. L Cook ✓
Fred Bates ✓ ✓ Scott Reed ✓
✓ Bob James ✓

David Henry, Vic Forte, Scott Carter, Evert Talbot, Nelson Abell

Minutes M W. L Cook S Lindy Long
Financials M Jim Crotty S Fred Bates

Scott Prayer

Project Status - JLG
Jones-Hamilton - spearhead financing to finish plan
- finance even to 152A
Bob James JH Proposal - concern complete/cost/Timing
JH Plan 1. JLC - Resign Officer/board
2. JLG/JSG/JTP reduced to 20% 17 available
3. Plant mothball, design reassessment, coordinator/chemical engineer consultant
4. David, Vic, RJ - consultant, JSG Plant supervisor
4 supervisors / 4 ~~engineers~~ Mechanical
5. Salary 25% reduce + repaid 2 months
After continuous operation
① Remixed today ② Evert Talbot Manager

6. General contractor to Build the plant
2. Stock Given back to Company as Treasury stock
Crary Wilson
Evert - head of Project
DWH/VRF
Jeff + 3 others

No fee Expense to NCI

3,000,000 project
Payroll Tax, Tax Works, 50k Annuity

Oblication is to see it thru to completion

Crotty - plan good, JLG stock dropped
Compensation for stock given up down the road

Bob James - no to deferred comp because
- cash + Acid loan provisions

Event - quality of engineer, intial impression plant looks
like workable project.

Scott - why Belter not produce, Event - information from
Belter incomplete

John Belter/Bryce chemist Ronnie - ~~E~~ Engineer

JLG - comparison to ICI plant 20m vs 200m

Bob - ① no prision, No Plan
② Risks
Ⓐ Payroll taxes - personal liability JSG, JLG, DWH not board
Ⓑ Vendor - possibility of bankruptcy
③ Environmental - 3-6 months no issue
+6 issues, Tulstar - Environmental concern

Don - Legal issue

opinion JLG - want to talk to Bob
Bob - Group effort, no negotiation no private discussion
not to own, not to control

JLG - give up added to deferred
JSG - negotiate with state on personal guarantee

Bob - no to deferred comp
Crotty - alternative is worse, lets move forward
Spector

JSG - short time for a desision, emotion from last night
JLG - deferred comp
Bob —"— deal breaker

Robert James pays plan as amended
Lundy, Lowe - send

Board Approved - John will continue Jeff Resigned

Lundy, Lowe Event Talbot to the Board
Scott Reed

1. Plan for shut down - Vic
2. Layoff Plan - Notice & process
Bridge Loan Process

Formal Procedure to Notify 89.854 Action by
Don on procedure - David to Contact accident

* at with Don on agenda

* WL Cook - All Previous Loan Agreement & shareholder
Jim Crotty Approval 250, J Jim & Jeff
50, Paul H
195 - JH
185 - Lucas Brothers

☆ Look at by law changes before next board meeting

JLG Ruston Engineering firm

Vic - Secrecy Agreement for All outsiders
Ronnie Jackson Secrecy
Agreement Required

1/4/08 JOHN GARRISON called by BOB JAMES - CONCERN OVER PLANT
GROUP talking NELSON ABELL, CHARLES LONG, BILL SPECTOR
PREPARE ① CAPITAL PLAN to finish ② ADMINISTRATIVE EXPENSE
REDUCTION 25% ③ VENDOR MANAGEMENT PLAN

1/10/08 JLG, JSG VF, DWH CONFERENCE CALL to discuss 3 ITEMS REQUESTED

1/11/08 REQUESTED REPORTS SENT to the INVESTMENT GROUP REPORTS SENT 1/14

1/14/08 GROUP REQUESTS A MEETING 1/16/08 to discuss PROPOSAL

1/16/08 PLAN PRESENTED & VERY long discussion

1/17/08 BOARD MEETING

1/18/08 PLANT LAYOFFS

1/21/08 STAN EVALUATION

History info given to DDH

1/25/08 Jeff Garrison asked how soon audit would be done so tax return for NCT would be done because K-1 his dad would need for tax return needed as income.

Norphlet Chemical Project
Report for Week Ending January 25, 2008
Craig Wilson

Summary:

For the first visit, I concentrated on meeting the Norphlet employees and the primary consultant and learning as much as I could about the process, equipment and the history of start-up issues. My first goal was to ensure that I am prepared for next week's meeting with the Cecon Consultant and that we have collected all the information that he will need to assist us with troubleshooting the process.

I was generally impressed with the plant and the people involved. The plant equipment appears to be in relatively good condition and the installation looks adequate. I also toured the QC Lab, Maintenance Shed, Tank Farm, Loading/Unloading Racks, Control Room (and the Plant Control System) and the Motor Control Centers (MCC's). It's important to note that most of the process equipment was previously used in a facility producing R141(?) refrigerant or bought on the used equipment market. Since it wasn't designed specifically for the Norphlet process, there could potentially be bottlenecks, inefficiencies, etc. The people I met with (Vic Forte, Dale Singleton and Ronnie Jackson) were open and candid. They all said that the discussions that we had over the two days I was there could not have taken place with the Garrisons' in control. Whenever they tried to bring up concerns in the past, they were basically told that there was no money available (true) and that they needed to make the 134A with what they had.

The plant people appear to be very dedicated and take pride in what they've accomplished with minimal resources. Ronnie Jackson has a strong background in refineries and distillation. He is confident in his abilities, but admitted that he didn't have previous experience with 134A and that he needed some outside expertise to help in troubleshooting the issues that Norphlet is experiencing.

At this early stage, my main concerns center around the viability of the chemical process as currently designed. There are significant issues to overcome in the primary reaction to produce R-133A (133A) and in the secondary reaction to produce HFC-134A (134A). As Norphlet hasn't been able to produce any appreciable amounts of 134A, much of the plant remains untested. It is anticipated that additional equipment will be needed to achieve the required purity levels in the 134A and HCl streams.

My recommendation is that we focus on process engineering and not commit to any equipment purchases until the major process issues (133A and 134A reactions) are resolved with a reasonable level of certainty.

134A Process Description:

The information describing the process (narratives and diagrams) are fairly good, but they are in several places and are "works in progress". I found that the best information was on their Plant Control System (Yokogawa Distributed Control System (DCS)). This has to be the best information available as they are relying on it to control their plant. Dale Singleton provided printouts of all their control screens, which was very helpful. Dale (and others) are in the process of putting together a current single Process Flow Diagram (PFD) to provide to the Cecon consultant next Wednesday.

Norphlet's' process is relatively complicated with several recycle streams flowing to multiple locations. I'll attempt to describe a single line process; ignoring some recycle streams and other non-essential steps.

Primary Reaction:

Trichloroethylene (TCE) and Hydrogen Fluoride (HF) are introduced into **R-1**, a Continuous Stirred Tank Reactor (CSTR). Steam is used as the heating medium in the jacket. Tantalum Pentafluoride (TaF_5) catalyst is used in the reactor to promote the reaction to 133A. In addition to the desired 133A product, several intermediate and side reactions take place. These products are recycled back to the reactor from the first distillation column (**C-1**) in a subsequent step for conversion to 133A.

The reaction products leave as vapor in R-1 and flow through a second 2-stage reactor (**R-2A/B**). The first stage has a static mixer and the second section is open. Hot Oil is used in the jacket to prevent condensation.

The vapor from R-2A/B enters the first distillation column (**C-1**). The heavier components (TCE, HF, intermediates, side reaction products) condense, flow out the bottom of the column and are recycled back to R-1. HCl remains a vapor and flows out the top of the column to the HCl absorption system. The 133A rich stream (desired product at this stage of the process) is condensed in the middle of the column and flows to an accumulation tank (**TK-01**).

Additional HF is added to the liquid 133A stream for the subsequent reaction to 134A. The combined stream flows through a heat exchanger (**EV-01**) for vaporization to the gas phase.

133A/HF vapor flows through one of two chromium catalyst bed reactors (**RX-03A/B**) for conversion to 134A (and additional HCl). The conversion isn't 100% which results in a vapor stream containing 134A, 133A, HCl and HF.

The vapor stream flows through a heat exchanger (**HE-12**) for cooling (not condensing).

The cooled gas stream enters the 2nd distillation column (**C-2**). TaF5 catalyst is recirculated at the bottom of this column; I can't recall the reason for this. As in C-1, the heavier components condense in the lower section of the column and re-circulate. The HCl continues as a vapor and flows to the HCl absorption system. This step should remove all HCl from the process.134A, 133A, their respective azeotropes (mixtures with HF that can't be separated by distillation) and unreacted HF, condense in the middle of the column and flow to an accumulation tank (**TK-02**).

The liquid stream from TK-02 enters the 3rd distillation column (**C-3**). This column has a re-boiler around the bottom section to vaporize 134A. 133A, it's azeotrope with HF and unreacted H-F condense in the bottom section of the column and are recycled back to RX-03A/B for conversion to 134A. 134A and it's azeotrope with HF vaporize and flow out the top of the column to a condenser (**CD-03**) to convert the vapor to a liquid and then to an accumulation tank (**CV-03**).

The 134A/134A-HF azeotrope is mixed with a stream of Sodium Fluoride (NaF) and routed to a decanter vessel (**AZ-03**). The NaF is used to "extract" the HF from the 134A-HF azeotrope. This results in a liquid phase separation with a highly pure 134A layer and a NaF-HF layer (similar to an oil/water separation). The 134A stream flows through alumina polishing filters (**TK-06A/B**) for removal of trace levels of HF. This is the final product and it is routed to the day tanks (**TK-10/11/12/13**) for storage and shipment to Tulstar.

The NaF-HF liquid stream flows to a vaporizing tank (**TK-04**) and column. Steam is used on the jacket of this tank to vaporize the HF. The NaF remains as a liquid in TK-04 and is recycled back to AZ-03 for the 134A-HF separation mentioned in the previous section.

The HF vapor flows out the top of the column, is condensed in **CD-04**, accumulated in tank **CV-04** and routed to tank **TK-03**.

From TK-03, recovered HF is recycled back to the previous process steps to supplement the virgin HF streams.

Process Issues to Overcome:

A list of outstanding process issues follows:

Overall Process:

- As it is currently designed, there is no "outlet" for the "heavy" (high boiling point) compounds. These compounds are formed by side reactions that aren't fully understood at this time. As there is no bleed stream or other process to remove them, they will accumulate in the primary reactor (R-1), possibly affecting the primary reaction.
- The primary reaction is being carried out with a re-circulating stream of Tantalum Pentafluoride (TaF_5) catalyst. This is an unproven catalyst; apparently an Antimony based catalyst is generally used. The fact that Norphlet has successfully produced some on-spec 133A is a positive sign.
- The secondary reaction (133A to 134A) has not been carried out to expectations. It is speculated that this is mainly due to not being able to achieve high enough temperatures in the 133A vapor (feed) stream. I have added some details in one of the sections below.
- As mentioned in the summary, the process equipment was utilized previously in another process (R-141 production) and likely operated under different conditions (temperatures, pressures). It is possible, for example, that the packed sections of the distillation columns may not be long enough to effect the desired component separations at the production rates planned or that the heat exchangers may not have the capacity to add/remove the heat required. This is all speculation at this point and these will likely not prevent Norphlet from producing 134A, but it might require operating at different rates or conditions or some modifications to equipment.
- The Norphlet process doesn't have a 134A "water wash" which is typical for HF removal in other refrigerant manufacturing processes. It is speculated that additional equipment will be needed for this step.
- To date, Norphlet has not produced any on-spec HCl. It is anticipated that an HCl stripper will be required to produce required purity levels.

Primary Reactor (R-1):

R-1 is a continuously stirred tank reactor (CSTR) to carry out the reaction of TCE and HF to R-133A. This reactor was added after Norphlet was unable to carry out the reaction in the original plug-flow reactor (R-2A/B). A list of issues follows:

- Analysis of a sample taken during a production run on 12/22 showed unexpectedly high levels of "tars". These "heavy" (high boiling

compounds) appear to be interfering with the performance of the Tantalum Pentafluoride (TaF_5) catalyst, which is there to promote the reaction.

- The reactants have significantly different densities and, as a consequence, will tend to separate into 2 distinct layers. It is unknown at this point whether the level of agitation provided by the mixer is enough to provide adequate mixing.
- The seal on the agitator shaft is a potential leak point for HF vapor. I'm not sure if this is a significant concern, but it was brought up, so I am mentioning it here.

133A Vaporizer (EV-01):

This heat exchanger is not performing to expectations. They have been unable to get the 133A temperatures to the original design levels. The exchanger has more than enough surface area to achieve the target temperatures. Ronnie Jackson wants to have a consultant troubleshoot the issue.

134A Reactors (RX-03A/B):

To date conversion of 133A to 134A has been far below expectations. It is speculated that the primary reason is that they can't get the 133A vapor hot enough due to the limitations of EV-01 (see above). In addition to the poor conversion, they have seen a decline in performance over time which would tend to indicate that the chromium/carbon catalyst is being "degraded". Another concern is that the vessels themselves are carbon steel. If they need to achieve higher temperatures from a reaction standpoint, they will approach the mechanical limitations of the vessels.

133A/134A distillation (separation) column:

Norphlet experienced a failure of the bottom head of the carbon steel column during production. They speculate that some of the TaF5 catalyst and water unintentionally made its way into the column creating a highly corrosive mixture. The bottom head has been replaced, but carbon steel may be a questionable material of construction in the event of future upsets.

Patent Issues:

Based on the letter I have from Richard Hammond (Patent Attorney and Chemical Engineer) the only patent infringement concern was the temperature range for the primary reaction from TCE and HF to 133A. Hammond advised that the primary reaction be carried out under 200 °C. Norphlet is carrying out their reaction below this temperature. I have some uncertainty about the temperature range of the secondary reaction (133A to 134A). I asked Ronnie

Jackson and Vic Forte about any patent infringement concerns. Neither one had seen the letter from Hammond. They said that they had been told by John Garrison that the Norphlet process didn't infringe on any existing patents. I don't have a copy of the letter (describing the Norphlet process) that went to Richard Hammond for his review. I think it's prudent for me to look into this further.

Additional Equipment/Supplies/Materials Needed:

Norphlet had previously submitted a list of equipment and supplies that amounted to $2MM of which $500K are "must haves" and the remainder as contingency funds and contingency reserves. We have decided to wait at least until we have talked to the Decon consultant before committing to any equipment purchases. We need some level of assurance that the process will work.

In addition to the items on the list, the following additional items came up during our meetings:

- A 6ft chain link security fence will be required around the process and storage areas (Homeland Security Requirement)
- Some instrumentation was taken off the back end of the plant when Norphlet was trying to get the front end working. These instruments will need to be replaced. A list of required instruments is being developed.
- A longer wastewater tank may be required.
- An additional tank/pump may be required prior to the secondary reaction step.

Accumulated Off-Spec Inventory:

Norphlet's claim of producing 1700 gal of on-spec 133A is based on the analysis of a single production sample. Subsequent analysis of the material in the tanks indicates that there were likely periods of off-spec production. Norphlet has 4 day tanks for 133A production (T/C-10/11/12/13). During the course of their start-up efforts, they have accumulated 2 tanks of off-spec material. This material contains Tantalum (Ta) and possibly Trichloroethylene (TCE). This liquid would need to be disposed of as a hazardous waste if there is no way to process it. They have speculated that they might be able to bleed this material, at a low rate, into the on-spec material when they start producing it. It is also possible that, in subsequent campaigns, they could generate more off-spec material, fill the remaining tanks and be forced into a position of shutting down, finding additional storage for the off-spec material or having it hauled off as hazardous waste.

Site Environmental Requirements:

James Felton of Felton Environmental Services, Inc. has submitted a proposal for ongoing site environmental work. I have forwarded this proposal to Ray Hahn for his review. Ray has had experience with Arkansas regulators from his Cooper Tire days and is in the best position to determine if Felton's proposal is reasonable.

Plans for week of January 28th.

I will travel to Norphlet on Tuesday and arrive mid-afternoon. I will then travel with Ronnie Jackson to Texarkana by car on Tuesday evening. We will stay overnight, visit the Cecon consultant and travel back to Norphlet Wednesday morning. I plan to have Ronnie, Vic Forte, Dale Singleton (Process Supervisor) and possibly Jeff Williams (Maintenance Lead) at the Cecon meeting. Dale Singleton was not scheduled to be at the meeting, but I think his detailed knowledge of the process and prior refrigerant experience would be very useful in discussions with Cecon. Vic Forte will adjust Dale's Shift Schedule so that he can be at the meeting. After the meeting, I will likely travel back to Texarkana with Ronnie and the consultant. The same group (less the Cecon consultant) will meet at Norphlet on Thursday, to debrief and discuss action items. I appreciate Even's suggestion to travel back and forth to Texarkana with Ronnie and the consultant. The trips will be excellent opportunities to get a better understanding of the people and the project as a whole. I plan to travel back home Thursday evening, but will stay Friday morn if there are any events or activities that would benefit from my being involved.

Summary:

We met with Bill Gumprecht of Cecon Consultants on Wednesday, 1/30. He worked for over 40 years with DuPont in Wilmington, DE and has specific experience with the chemistry and production of HFC-134A. Bill had been directly involved in a DuPont trial for producing HFC-134A from R-133A.

DuPont did not produce R-133A from TCE and HF (as Norphlet will do in the first stage reaction), but bought it from another supplier. Bill was, however, familiar with the TCE/HF reaction and provided useful information regarding catalysts, operating temperatures, reaction products and the "heavy" components generated during the Norphlet start-up in late December. He confirmed our speculation that we will need to develop a means of removing these compounds from the process in order to produce R-133A on a continuous basis.

DuPont built a pilot plant to evaluate the process technology of converting R-133A to HFC-134A in the gas phase through Chromium Oxide catalyst beds (as Norphlet will do in the second stage reaction). After discussing the details of this reaction, Bill told us that DuPont's trial results did not meet their performance acceptance criteria and an alternate process technology for HFC-134A was adopted for commercial production. The decision appeared to be based on low conversion rates and an unfavorable ratio of 134A production to catalyst consumed.

Bill's conclusions were that 134A is a very difficult reaction to carry out. Norphlet's process isn't a good one for producing 134A and we have many issues to work through. He also said that DuPont and Honeywell (who have been working jointly to develop a refrigerant with lower greenhouse gas emissions) recently announced the replacement refrigerant for 134A. It is currently known as "1234yf". Bill speculated that it wouldn't phase out 134A until 2018.

Although Bill was very knowledgeable, he didn't have all the answers and we shouldn't rely on his opinions alone. His background is primarily in research and not in process engineering or production. He wondered, for example, why Norphlet was considering the decanting step for purifying 134A as he thought that HF didn't form an azeotrope with 134A. After showing him the analytical results from Belter's research work, he admitted that he was mistaken. DuPont, as a large chemical company, likely has more stringent ROI targets and a different perspective on operations than smaller companies do. One of Bills questions early in the meeting was, "Why are you competing with the giants?" It is apparent that we will need to locate other consultant(s) to help us with other aspects of the process, particularly with the TCE/HF reaction to R-133A. At the same time, we should recognize that we still face some significant process challenges.

We were encouraged by the fact that Bill did not find anything fundamentally wrong with the Norphlet process. The former Great Lakes Chemical employees at the meeting also said that, in another refrigerant process that they had operated, they had successfully reactivated their chromium oxide catalyst multiple times, thereby extending catalyst life to up to six months. DuPont had not done this in their original trial.

We will continue to move ahead on the process engineering work. We are actively seeking consultants who can assist us with the TCE/HF to R-133A reaction. Dale Singleton is in the process of making an initial contact with Ikubo (sp?), a former Great Lakes employee with extensive experience in the engineering and construction of refrigerant plants. Apparently he was associated with the facility that produced R-133A for DuPont. Ronnie Jackson will evaluate various options and identify the additional process steps that we anticipate will be needed to get the required purities in the 134A and HCl product streams. Based on the proposed additions/changes, he will have Steve Owen (a process simulation consultant that had done work for Ronnie earlier in the Norphlet project) run a process simulation in order to validate the process design and develop flow and utility requirements. This information will be used to determine if any additional equipment or modifications are needed and what the ongoing operating cost impacts will be.

An evaluation of Engineering, Procurement and Construction (EPC) firms will be done in order to select a contractor for any plant additions or modifications identified in the process engineering stage.

The disposition of the accumulated material in the storage tanks has been elevated from a future operating issue to a safety concern. Depending on the proportions, a mixture of HF and Tantalum can be highly corrosive to carbon steel. Bill Gumprecht agreed that the material should be removed from the tanks. Vic Forte and Ronnie Jackson are reviewing options to minimize the volume of material that would require disposal as a hazardous waste. Using preliminary estimates, if disposal of all 24,000 gallons were required, costs could approach $250,000.

Process Issues to Overcome - Updates:

A list of outstanding process issues follows:

Overall Process:

- As it is currently designed, there is no "outlet" for the "heavy" (high boiling point) compounds. These compounds are formed by side reactions that aren't fully understood at this time. As there is no bleed stream or other process to remove them, they will accumulate in the primary reactor (R-1), possibly affecting the primary reaction.

Bill Gumprecht confirmed that the heavy compounds are an inherent part of the reaction of TCE and HF regardless of the operating conditions, that they will not break down and that they need to be removed from the process at the rate they are generated. Ronnie Jackson is evaluating process options for removing these compounds.

- The primary reaction is being carried out with a re-circulating stream of Tantalum Pentafluoride (TaF_5) catalyst. This is an unproven catalyst; apparently an Antimony based catalyst is generally used. The fact that Norphlet has successfully produced some on-spec 133A is a positive sign.

  Bill said that Antimony (Sb) based catalysts were typically used for the conversion of TCE and HF to R-133A. He didn't know of any processes that used Tantalum (Ta). He mentioned that Ta based catalysts might have a tendency to produce more heavy compounds than Sb based catalysts and that Ta resulted in a more corrosive environment for the equipment. The flash fire (mentioned in an earlier report from Vic Forte/John Garrison) was likely due to the pyrophoric nature of Tantalum powder.

  Antimony appears to have the following advantages:

- *It is widely used in practice*
- *It is less expensive than Tantalum*
- *It would eliminate the need for the stirred reactor thereby simplifying the process and eliminating a potential leak point for HF at the agitator seal*
- *Antimony suppliers may offer regeneration services for spent catalyst*

  It has a couple of disadvantages:

  - *Use of Sb catalysts requires a continuous co-feed of Chlorine (Cl) to keep the Sb at the proper valence state*
  - *Side Reactions involving chlorinated compounds can be generated (that would not occur with Ta based catalysts)*

  Bill's conclusion was that if we still had usable Ta catalyst that we should try to make it work, but if we need to purchase more, we should switch to Antimony. Based on discussions among the group, we feel that switching to Antimony is the best option.

- The secondary reaction (133A to 134A) has not been carried out to expectations. It is speculated that this is mainly due to not being able to achieve high enough temperatures in the 133A vapor (feed) stream. I have added some details in one of the sections below.

Based on Belter's research, Norphlet was expecting conversion rates of around 40%. DuPont's trial showed conversion rates of 13 – 20%, which compares well with Norphlet's experience to date. When we get to the process simulation stage, we should use 15 – 20% as a reasonable target for conversion. We got some encouraging news from Bill regarding operating temperatures; DuPont found that operating in the 350 – 400 ^{0}C provided the best balance of conversion and catalyst life. At these temperatures, the concerns of carbon steel integrity and achieving high enough gas temperatures (via EV-01) are significantly reduced.

- As mentioned in the summary, the process equipment was utilized previously in another process (R-141 production) and likely operated under different conditions (temperatures, pressures). It is possible, for example, that the packed sections of the distillation columns may not be long enough to effect the desired component separations at the production rates planned or that the heat exchangers may not have the capacity to add/remove the heat required. This is all speculation at this point and these will likely not prevent Norphlet from producing 134A, but it might require operating at different rates or conditions or some modifications to equipment.

  Ronnie Jackson is evaluating process options and equipment based on the information we have to date. Once the additional process steps and modifications are defined, an outside consultant (Steve Owen) will run a process simulation model to validate the process.

- The Norphlet process doesn't have a 134A "water wash" which is typical for HF removal in other refrigerant manufacturing processes. It is speculated that additional equipment will be needed for this step.

  There were no significant developments this week. Ronnie Jackson brought up a potential option of doing the water wash step in the liquid phase; this would potentially eliminate the need for vaporization and re-compression. We also discussed the possibility of using mole sieves for removal of the water in either the liquid or gas phase.

- To date, Norphlet has not produced any on-spec HCl. It is anticipated that an HCl stripper will be required to produce required purity levels.

  Bill pointed out that there will be a significant amount of HF in the HCl stream and that it will be difficult to get HF levels below 10 ppm. Ronnie had recognized this earlier based on the process modeling work that Steve Owens had done. Dale Singleton told us that Great Lakes had achieved low levels of HF in their HCl in another refrigerant process. He said that during start-ups, the HF levels would be above 10 ppm, but would fall in line when the process reached steady state.

Patent Issues:

As we are contemplating using Antimony based catalysts, we asked Bill whether we would be facing any patent infringement issues. He said that the technology had been around since the 1940's and he doubted that we would have a patent problem. Evert is planning to get confirmation on this (and the previous questions) from Richard Hammond.

Additional Equipment/Supplies/Materials Needed:

Based on the information Bill provided, and the process evaluation that Ronnie Jackson is doing, there will likely be changes to the proposed equipment list. We will likely not need the Hastelloy pump as it appears that we can run the process within the pressure/temperature limits of the current Teflon-lined pump. Also, if we switch to the antimony catalyst, the stirred reactor will not be needed. This will eliminate the need for a level indicator. As an addition to the previous list, we will likely need another distillation column for separation of the heavy components that will be removed from the process in a bleed stream in the primary reaction.

Accumulated Off-Spec Inventory:

As mentioned in the previous report, Norphlet has approximately 24,000 gal of off-spec product in two of their storage tanks. Vic Forte is concerned about continuing to store this material as it is highly corrosive to carbon steel. Bill Gumprecht also recommended that we empty the tanks. Ronnie speculated that the hazardous material disposal costs could run up to $250,000 (based on an estimate of $1/lb). Ronnie and Vic are evaluating options to minimize disposal volumes including running the material through one of the distillation columns to separate the corrosive vs. non-corrosive components. We will review the options early next week and develop a plan for removing the material from the tanks.

Site Environmental Requirements:

Ray Hahn will be at Norphlet on Wednesday and Thursday (2/6 & 7). He will meet with James Felton (Norphlet's environmental consultant and former employee) on Thursday to review various permits and James' proposal for continuing environmental services. I've also asked Ray to evaluate several aspects of their process safety and environmental programs.

Engineering/Procurement/Construction (EPC) Firm Evaluations:

An evaluation of engineering/construction firms will be done which will result in the selection of a contractor to carry out the mechanical engineering design, steel/equipment/pipe fabrication and construction of the plant additions and/or modifications. This work will be done in conjunction with the other activities in the project, but is considered a lower priority as compared with the process design.

Plans for week of February 4th

I'll travel to Norphlet on Tuesday and return home Friday afternoon. My tentative schedule is as follows:

Monday:	Walbridge Office – a.m. only. Contact Vic Forte re; tank storage issue
Tuesday:	Travel to Norphlet, arrive early evening
Wednesday:	Review status of open issues, develop plans and timelines, introduce Ray to Norphlet team, arrange a site and plant orientation for Ray
Thursday:	Work on open issues
Friday:	Norphlet – a.m. only. Travel back to OH Friday afternoon.

Open Issues:

- Develop plan for removal of corrosive material from storage tanks
- Locate Process Consultant for TCE/HF to R-133A reaction (Ikubo)
- Process Engineering – define additional process steps/changes
- Run Process Simulation to identify flow, equipment and utility requirements (Steve Owen)
- Visit Engineering/Construction firms to assess capabilities for completing plant modifications/additions

Summary:

The primary activities over the last week were information gathering, following up on leads provided by the consultants and developing a plan for removal of the corrosive material in the storage tanks.

Ronnie followed up with Bill Gumprecht (Cecon Consulting) and Bradford Boyce (??). He got further confirmation that it will be necessary to continuously remove the tars (and other heavy components) generated in the TCE + HF to 133A reaction. The resulting waste stream will also contain the catalyst. Ronnie will look at options for separating the catalyst from the tar/heavy stream in an additional step in Norphlet's process. If it isn't feasible to do it on site, the waste stream will need to be sent to an outside facility for processing. Through a contact provided by Bill, Ronnie found a hazardous waste facility in Colorado that can recover and regenerate antimony based catalysts from the tars/heavies and dispose of the residual organic waste. They will evaluate whether they can provide the same services for tantalum.

In a phone conversation with Steve Owens, Ronnie found out that Iikubo (the 133A consultant we were trying to contact last week) is still doing consulting work and is currently in Asia. Steve has worked with Iikubo on other projects and, as a result of the relationship, may be able to help us in getting Iikubo to work with us. Iikubo would likely be extremely helpful in assisting us with our catalyst selection, tar removal system and other issues associated with the 133A process.

Vic Forte has come up with a detailed plan for processing the corrosive waste material in the storage tanks. The lighter components that we recover will be routed to another storage tank. The remaining tars and organics will be put in lined 55 gal drums for analysis and later disposal. If all goes as planned, the corrosion concerns will be eliminated and the volume of hazardous waste will be significantly reduced.

Process Issues to Overcome - Updates:

Stage 1 Reaction (TCE + HF to 133A)

We have 2 key decisions to make regarding the Stage 1 Reaction:

1. How to design the Tars/Heavies removal system
2. Which catalyst to use (TaF_5 or $SbCl_5$)

Although the consultant's we've been in contact with so far have provided a wealth of information and some general direction, none have specific experience with or recommendations regarding design or operating conditions. We would benefit greatly from some consulting assistance from Iikubo as he was associated with the plant that produced 133A for DuPont. In a phone conversation with Steve Owens last week, Ronnie learned that Iikubo is still working as a consultant and that he is currently in Asia. Apparently our contact information for Iikubo was out of date, which would explain why he hadn't returned our e-mails and phone calls. Steve and Iikubo have worked together on other projects in the past and Steve gave Ronnie the indication that Iikubo might we willing to help on our project. Whether the consulting relationship would be with Iikubo directly or through Steve Owens is unknown at this point.

If we switch to $SbCl_5$, we may need to use a different type of reactor. Bill Gumprecht offered to send Ronnie Jackson design information on Antimony reactors.

Tars/Heavies Removal:

We got additional confirmation that a Tars/Heavies removal system would be required for the Stage 1 reaction. Bradford Boyce, in a conference call on Friday, 2/8, said that heavies and tars were an inherent part of the reaction and would need to be removed from the system. An unavoidable consequence of removing the tars/heavies from the process is that the catalyst will be removed along with them. He agreed that a distillation column would be required to separate the recyclable components from the Tar/Catalyst stream and speculated that a tantalum based catalyst could be recovered via an HF wash and subsequent phase separation. If we use an Antimony based catalyst or are unable to recover the Tantalum catalyst in our process, we will need to send the Tar/Catalyst waste to an off-site contractor for catalyst recovery and waste disposal.

TaF_5 vs. $SBCl_5$ Catalyst:

In the phone conversation with Bradford, he commented on the relative advantages and disadvantages of the two catalysts. He re-iterated what we knew previously but brought up a couple of new concerns regarding the use of Antimony; 1) that $SbCl_5$ was volatile and could end up in places where we wouldn't want it and, 2) that the chlorine co-feed required for use with Antimony needed to be carefully controlled to prevent corrosion of downstream carbon steel equipment. He admitted that antimony has been used in similar processes for several years in carbon steel equipment but wanted us to be aware of the corrosion potential.

In regards to the form of Tantalum to use as the starting material for TaF_5, Ronnie asked Bradford if Tantalum Powder or Tantalum Pentachloride ($TaCl_5$) should be used (Bill Gumprecht had previously recommended $TaCl_5$). Bradford said that the decision was purely an economic one; whichever was cheaper, on a molar basis, should be used.

Tars Disposal/Catalyst Recovery:

We had a conference call on Friday with Dick Angstadt of Chemical and Metal Industries, Hudson, CO. Bill Gumprecht had previously provided Ronnie with the contact information. Dick's company provides hazardous waste disposal and Antimony recovery services. They separate the organics from the antimony, ship the organics to a licensed incineration facility and recover and regenerate the Antimony Catalyst for return shipment to the customer. Dick confirmed that he could provide these services to Norphlet if we switch to the $SbCl_5$ catalyst. Dick also said that his company is interested in expanding their range of services and would welcome the opportunity to evaluate the feasibility of recovering Tantalum from an organics stream and Chromium from carbon based catalysts (as in Norphlet's catalyst for the Stage 2 reaction). We agreed to send Dick a sample of the Tars/catalyst for his evaluation. Ronnie asked about other potential hazardous materials incineration facilities. Dick mentioned that Clean Harbors, located in El Dorado, AR, provided incineration services. He wasn't sure if they had the capability to process Fluoride containing wastes; apparently very few facilities can.

Stage 2 Reaction (133A to 134A):

In his phone conversation with Steve Owens, Ronnie was told that there may be a "2nd Generation" catalyst for the reaction. It is apparently a Chromium Gel. No other specifics were offered.

Patent Issues:

Evert met with Judd Hammond on Monday, 2/4 to follow up on my concern about running the Stage 2 reaction (133A to 134A) in the temperature range cited in Patent '276 and our potential switch from Tantalum Pentafluoride (TaF_5) to Antimony Pentachloride ($SbCl_5$) as a catalyst for the Stage 1 reaction (TCE + HF to 133A). Judd advised us that the 2 reaction steps must be considered together and that as long as we remain below 200 ^{0}C in the Stage 1 Reaction (as the Norphlet process is designed), we will not be infringing on the patent. In regards to Antimony as a catalyst, Judd's research indicates that the technology has been around for decades and that the original patents have expired.

Additional Equipment/Supplies/Materials Needed:

~~At this point, we are certain that a tar (and "heavies") removal system will be required for~~ the Stage 1 reaction. This system will include a distillation column to separate the lighter recyclable components from the tars and catalyst and possibly an additional (yet to be defined) process step to recover the catalyst from the tars. It is also likely that a Stripper will be required to achieve the required purity in the HCl stream and that a water wash step will be needed for HF removal from the 134A. These items will largely determine the magnitude of additional capital spending required and will have significant lead times. In order to be in a position to specify and order these items, the process modeling and simulation must be completed. Ronnie Jackson is planning to meet with Steve Owens next week in an attempt to expedite this work. In the meantime, Ronnie, Vic Forte and I will work on an equipment specification, ordering and installation plan to keep the project schedule as short as possible.

Accumulated Off-Spec Inventory:

Vic has developed a detailed plan where the re-usable components will be recovered in one of the product storage tanks and the tars and catalysts will be captured in lined 55 gal lined drums. Once this process is completed, the tank corrosion concerns will be eliminated and we will have adequate time to analyze the waste material and locate the most economical disposal option. The proposed plan has been shared with Bill Gumprecht and Bradford Boyce and both agree that it is a good approach. The drums and liners are readily available. Once Vic has approval to proceed, he will order the drums and carry out the separation.

Site Environmental Issues:

Engineering/Procurement/Construction (EPC) Firm Evaluations:

These evaluations will be scheduled once we have more definition on the scope of the process changes.

Plans for week of February 11th

I don't have plans to travel to Norphlet this week (subject to change) but will be in regular contact with Vic, Ronnie and Evert by phone.

Open Issues:

- Implement plan for removal of corrosive material from storage tanks
- Locate Process Consultant for TCE/HF to R-133A reaction (Iikubo)
- TaF_5 vs. $SbCl_5$ decision
- Process Engineering – define additional process steps/changes
- Run Process Simulation to identify flow, equipment and utility requirements (Steve Owens)
- Develop Project Schedule (Design/Equipment Ordering/Installation)
- Visit Engineering/Construction firms to assess capabilities for completing plant modifications/additions

Norphlet Chemical Project
Report for Week Ending February 15, 2008
By Craig Wilson

Summary:

This will be an abbreviated summary as most of the activities of the past week were covered in Evert Talbot's report.

The most significant development was a response from Iikubo indicating his willingness to work with Norphlet Chemical. He was made aware of our situation through a conversation with Bill Gumprecht (the ex-DuPont consultant we met with in January). He indicated in his e-mail responses that he knew why Norphlet was having problems and that, with the help of Steve Owens, he would be able to resolve the process issues. Although Iikubo's former company produced 133A for DuPont, it is unclear at this point whether he and/or Steve have expertise or experience in the 2nd stage reaction of producing 134A from 133A. Evert Talbot and Dale Singleton will be meeting with Iikubo in his West Lafayette, IN office on Thursday, February 21 to discuss a proposal for his services.

Ronnie Jackson traveled to Tennessee last week for a 2-day meeting with Steve Owens at his home office. Ronnie provided direction to Steve in regards to the process modeling and simulation needed. The priorities are as follows:

1. Complete the process model from the feed to C-1 (products of the 1st Stage Reaction) through C-3 (134A); include HCl purification
2. Determine if column changes are recommended (C-1 & C-2) to achieve required HCl purity
3. Determine the number of stages needed to distill TCE from the heavies stream generated in the 1st Stage Reaction
4. Determine if column changes are recommended (C-3) to effect the separation of 134A and 133A
5. Determine if an additional column is required for further purification of the 134A stream

Vic Forte continued working on the project to distill and recover the TCE and lighter components from the heavies/tantalum currently in the product tanks. He has ordered 40 X 250 gallon totes for collection and future shipment and disposal of the heavies/tantalum mixture. At the same time, Vic is working on disposal of the wastewater in the scrubber tanks. This is also a hazardous material due to the level of TCE. A sample has been sent to Texas Molecular in Deer Park, TX for evaluation to determine if the wastewater can be disposed of via deep well injection.

I have developed a preliminary list of all project activities and tasks that need to be accomplished in order to re-start the plant. Once the personnel assignments and timelines have been determined, this document, or a modified version, will be used as a Project Master Schedule (see attached). The activities and timelines will continue to change and evolve as we make further progress and get additional direction from our consultants.

RA Hall's Initial Report 1/5

Based on my review of the site and discussions with site personnel, I report the following:

EHS&S

- A proper Air Operating Permit has been issued by the Arkansas Department of Environmental Quality (DEQ).
    - This permit covers all operations associated with the manufacture, storage and loading of R134a; all operations associated with the manufacture, storage, loading and unloading of Hydrochloric acid; all operations for the unloading and storage of raw materials HF and TCE; and the operation of a hot oil heater and natural gas boiler.
    - The facility is not regulated under Title V, which means it is considered a minor source of air pollution and therefore under a more relaxed permit as far as administration and reporting requirements.
        - The permit specifies hourly and annual emission limits for PM, SO_2, VOC, CO NO_x, TCE, HF, HCl and R134a.
            - Stack testing to demonstrate compliance with the specified emission limits must be conducted within 60 days of operating at 90% or greater of capacity.
            - There is no recurring stack testing required after the initial testing.
        - The permit restricts visible emissions.
        - The permit limits the amount of TCE processed in a 12-month period to $\leq$ 47,000 tons. Monthly TCE usage records must be maintained.
        - The permit limits the amount of HF processed in a 12-month period to $\leq$ 34,400 tons. Monthly HF usage records must be maintained.
        - The permit specifies operating parameters for 3 wet scrubbers running in series. Each of the specified operating parameters must be recorded at least once every 12 hours.
        - Monthly records of natural gas usage must be maintained for at least 2 years.
        - Notifications to the DEQ are required within 30 days after:
            - Commencing of construction;
            - Completion of construction;
            - First operation of equipment and/or facility; and

        - First attainment of the equipment and/or facility target production rates.
    - The permit appears to be structured in a way to allow for growth and process changes.
    - The permit may be transferred.
- A proper Storm Water Permit has been issued by the Arkansas DEQ.
    - The permit requires:
        - Development and implementation of a Storm Water Pollution Prevention Plan;
        - Periodic site monitoring.
    - Requirements under this permit should be relatively easy to manage.

- The Town of Norphlet utilizes wastewater lagoons to manage domestic wastewater. It is not suited for industrial discharges. Therefore, generated wastewater other than that from restrooms, shower facilities, and kitchens cannot be discharged to the Town sanitary sewer system.
    - Generated wastewater from this facility includes spent scrubber water, storm water and spilled material collected within sumps.
        - Currently, this water is being collected in one of 2 poly tanks designated TT-42 and TT-43. Disposal of this wastewater is being contemplated. The generation of these water wastes will be on-going throughout the life of this facility.
            - I suggest a feasibility/economic study be performed for an on-site wastewater treatment system with discharge through an NPDES permit. Scott has 3rd party analysis of this wastewater. James, Scott and/or I can perform the study.
- To my knowledge, the facility has not generated any industrial or special wastes other than general trash at this point in time. However, the proper characterization and disposal of the tar bottoms will be required. This will likely be an on-going waste stream. Also, 8 tanks contain low strength, high floride Hydrochloric acid that must be dealt with.
    - James and I should begin investigating viable options for disposal of the tar bottoms and the off-spec HCl.

In addition to the above, the site has regulatory obligations under the following:

- Process Safety Management. This is due to the presence of more than 1000 pounds of HF at any one time. Obligations under this program include:

- Preparation and implementation of a written Process Safety Management Program which includes:
  - Completion of a thorough Process Hazard Analysis (HazOp).
  - Development of written operating procedures.
  - Completion of pre-start up safety reviews.
  - Development and implementation of a written Emergency Response Pan.
  - Employee training.
- *All of these elements have been started to some degree but none are complete.*

- The EPA's Risk Management Program. This is due to the presence of more than 1000 pounds of HF at any one time. Obligations under this program include:
  - Preparing and submitting an on-line Risk Management Plan. *This was completed on July 14, 2007.*
  - Prepare and implement a comprehensive Risk Management Plan. *This work is currently in progress.*
- Chemical Facility Security. This is due to the presence of more than 45 pounds of HF at any one time. Because of this, the site is likely a Tier 1 or "highest risk" facility. Obligations under this program include:
  - On-line registration and completion of Top Screen Survey. *This was completed in January 22, 2008.*
  - Complete on-line Security Vulnerability Assessment. *The timing for completion is uncertain, as the Department of Homeland Security has not established due dates yet.*
  - Prepare and implement Site Security Plan. *This has not been started.*
- Community Right-to-Know. Annual reporting is required here, which entails informing the public via the ADEQ of the chemicals and quantities that are on-site.
  - These reports are due by March 1. James should be working on these.

James and I both agree that we should develop all Systems and Programs based on the ISO premise, meaning the creation and use of written and controlled procedures, work instructions and forms.

James and I both agree that a central filling system should be developed to facilitate access to all applicable documentation during regulatory and customer

audits/inspections. The file system should be controlled by lock and limited access.

First tier EH&S prioritizes include:

1. Create a matrix of routine EH&S reports, submissions and tasks that need accomplished each year.
2. Performing a thorough HazOp as part of our Process Safety Management requirements. This would be an ideal time as site activities are limited and therefore personnel are available to devote the appropriate amount of time to this.
3. Posting the annual OSHA 300 Summary Report which was to be posted by February 1st.
4. Completing for submission the annual SARA 312 Report due March 1, which goes to the EPA and local Fire Department
5. Completing and submission of the annual SARA 313 Report due March 1, which informs the community through the EPA of annual releases to air, water and land.
6. Send notice to the Arkansas DEQ letting them know the status of construction as a courtesy under our Air Permit.
7. Obtain Hazardous Waste Generator Number based on outcome of the amount and characterization of the bottoms tar.
8. Characterize existing wastes and identify viable disposal outlets.
9. Perform feasibility/economic study for on-site wastewater treatment system.
10. Obtain a permit for the on-site groundwater well which I have been told is being used.
11. Register all storage tanks in accordance with Arkansas Regulation No. 12.201
12. Further investigation on the site liability transfer question. Further understand the "brownfield" designation requirements.

Second tier priorities include:

1. Complete PSM Plan to include more substance and details rather than vague inferences.
2. Strengthening and formatting SOPs to mirror an ISO Management System
3. Further develop Emergency Response, PSM and RMP Programs. These should be relatively rock solid by the time the Plant is up and running.

4. Develop a comprehensive Spill Prevention/Emergency Response Plan, similar to Walbridge to minimize the number of plans and avoid redundancy.
5. Complete a Security Vulnerability Assessment, which will develop an action list for site security upgrades.
6. Understand underground wastewater discharge system. There are a few septic tanks that are in service.

Quality

Scott Hill appears to be quite versed in setting up a full-scale product analytical laboratory. He single-handedly:

- Designed the laboratory;
- Purchased all equipment and fixtures secondhand;
- Made all connections and repairs to get equipment operational;
- Developed standards to test process streams and finished goods to assess plant operation and final quality, respectively.

Scott appears quite competent in equipment repairs.

Retaining Scott to continue to manage laboratory functions is a solid decision.

First tier priorities include:

- Consider utilizing Scott and the lab for HCl source testing
- Create an equipment calibration schedule
- Begin developing SOPs for the various analytical tasks.

Norphlet Chemical Project
Report for Week Ending February 22, 2008
By Craig Wilson

Summary:

Evert Talbot and Dale Singleton met with Yuichi Iikubo in his home office in West Lafayette, IN on Thursday, 2/21. Iikubo has several years of experience with fluorine chemistry and refrigerant plant design, construction and operation. Between 1960 and 2001, he held senior management positions at Onoda Cement, Japan Halon and Great Lakes Chemical. After working the last 7 years in a consulting partnership, he has recently started his own company, Fluoromer LLC. Both Evert and Dale are confident that Iikubo has the knowledge and experience to deliver the process technologies that will enable Norphlet Chemical to produce R-134a and HCl at the required purities and rates.

Iikubo has proposed a 2-part consulting agreement. The first part involves a Process Diagnostics phase where Fluoromer will evaluate the current process and plant and provide process recommendations and a Process Flow Diagram (PFD) for a fee of $250K. At that point, Norphlet Chemical would have the option to enter into the 2nd part agreement with Fluoromer or to make separate agreements with others. The 2nd part of Fluoromer's proposal includes a Process Definition and Design phase ($200K) and Construction & Start-up assistance ($100K). In addition, once the plant was operating at the design rates, a Process Fee of roughly 1% of annual sales would be paid to Fluoromer over a period of 10 years.

After a review of Fluoromer's proposal, we recommend that Norphlet submit a counter-proposal where the initial agreement includes both the Process Diagnostics phase and a portion of the Process Definition and Design phase. This package would give Norphlet Chemical enough detail to develop a reasonable estimate of both Capital and Operating Costs which would then facilitate a review of the overall project economics. If the decision is made to proceed with the plant re-engineering and if Fluoromer is chosen as the consulting partner, a lesser scope of work and any process fees would be subject to negotiation. The inclusion of Process Fees in Fluoromer's proposal may be good for both parties. Since they are only payable if the plant is successful in producing R-134a, they are a strong incentive for Iikubo to deliver results and, in a sense, form a process guarantee for Norphlet.

Although Iikubo's proposal is costly, without his (or a similarly qualified consultant's) assistance in the critical diagnostic and design stages, Norphlet will not have a clear direction on how to produce R-134a.

Vic Forte, with Ronnie Jackson's assistance, has made significant progress in distilling the contaminated R-133a product in the storage tanks. A 2nd distillation

step using Column C-2 was added as there wasn't enough heat available in Column C-1 to effect the separation of the lighter recyclable components from the tar/catalyst residue.

Ray Hahn held a conference call with Evert, Ronnie, Vic, David, James Felton (environmental consultant) and Jim Crotty (Norphlet Mayor) to outline the State of Arkansas' Brownfields Program. Although Norphlet Chemical applied for Brownfields "status", there are several additional steps required to be able to receive a release of liability for the site contamination that occurred as a result of the previous activities of the MacMillan Oil Refinery.

PROCESS ISSUES TO OVERCOME – UPDATES

Meeting with Yuichi Iikubo – Fluoromer, LLC:

Evert Talbot and Dale Singleton traveled to Indiana to meet with Yuichi Iikubo in his home office on Monday, 2/18 to discuss a potential consulting relationship with Norphlet Chemical. Evert's main objectives were to assess whether Iikubo had the knowledge and experience needed to troubleshoot and re-design Norphlet's plant to produce R-134a and, if so, to start discussions regarding a consulting agreement. Iikubo has worked on several large scale projects involving refrigerant processes. As we were told earlier by Bill Gumprecht, Iikubo has direct experience producing R-133a. He hasn't produced R-134a, but said that he would be able to modify Norphlet's plant to successfully convert R-133a to R-134a. Evert and Dale left the meeting with confidence that Iikubo could re-engineer the plant to make R-134a. When the discussions turned to a potential consulting arrangement, Iikubo submitted a 2-part proposal as follows:

- **Part 1**
  Process Diagnostics $250K

- **Part 2**
  Process Definition & Design (New) $200K
  Construction & Start-up $100K
  Process Fee (after established start-up and yield)
  $700K, then 0.9% of sales for 10 years
  OR
  $0K then 1.2% of sales for 10 years

The first part would be a "Process Diagnostics" phase which would include an analysis of the current plant and process, a recommendation for process changes and the submission of a new Process Flow Diagram (PFD). This phase would require 40 days to complete. After this phase, Norphlet Chemical would

have the option to enter into a 2nd agreement with Fluoromer for the remaining phases (all) or pursue other options.

After reviewing the proposal, Ronnie, Vic and I have concluded that Iikubo's experience and expertise would be extremely valuable for the full scope of Process Diagnostics and a portion of the Process Definition and Design. We can't justify paying his consulting fees for the remaining portions of the detailed design and the Construction & Start-up as Norphlet Chemical has these capabilities. It would still be advantageous to have Iikubo provide limited consulting on these items.

Without Iikubo's assistance in the critical diagnostic and design stages, or the assistance of someone with similar skills and experience, Norphlet Chemical will not have a clear direction on the process changes required to produce R-134a.

Based on the above, we recommend submitting a counter-proposal as follows:

- **Part 1**

~~Process Diagnostics~~	~~$300K~~
Process Definition & Design	
P&ID's	
Equipment List & Specification	

- **Part 2**

Process Definition & Design (remaining items)	TBD
Construction & Start-up	TBD
Process Fee (after established start-up and yield)	TBD

Assuming Iikubo agrees to the modified Part 1 proposal and completes the work, Norphlet would then be in a position to estimate the Capital and Operating Cost impacts associated with the re-design. This would provide the opportunity to determine if the overall project economics were still favorable.

If Norphlet Chemical decides to proceed with the plant re-design, a separate agreement should be negotiated with Fluoromer for limited services in the remaining Process Definition & Design and Construction/Start-up phases. This contract could be for a lesser dollar amount than the original proposal or on a Time & Materials (T&M) basis. Iikubo's experience would be particularly valuable in the pre-start-up Hazard and Operability Analysis (HAZOP) and Start-up stages.

It is our position that Iikubo's proposal for a process fee is likely good for both parties. It would likely not be based on a percentage of sales as proposed but a percentage of the revenue stream from the tolling agreement with Tulstar. Since payment of the process fee is contingent upon achieving R-134a and HCl

production at the required specifications and operating rates, there is a strong incentive for Fluoromer to ensure that their consulting work results in Norphlet Chemical's success. Alternatively, we could ask for a "Process Guarantee" but it is unlikely that we could get one and, if we did, it would be to the financial limit that Fluoromer, as a one-man company, could provide.

Iikubo needs to understand that if Norphlet Chemical decides to not proceed with the plant re-design after the initial contract, there will obviously be no Process Fees. He will need to balance the aspects of fair compensation for his initial consulting with the potential for future payments if the project proceeds to completion.

Consultant Search:

In anticipation of the possibility that we would not be able to come to an agreement with Iikubo of Fluoromer, LLC, Ronnie Jackson has been seeking other consultants who might be able to provide a similar level of assistance. Through a conversation with Bill Gumprecht, Ronnie has another contact to pursue.

Stage 1 Reaction (TCE + HF to R-133a):

After discussions with Steve Owens of Isomer Technologies, Ronnie speculates that a gas phase reaction for the conversion of TCE and HF to R-133a might have distinct advantages over the liquid phase reaction that was specified for the plant in terms of better conversion and less tars. This adds another variable to the Stage 1 Reaction decisions:

1) Gas Phase or Liquid Phase

If we continue with the Liquid Phase reaction, we still have the original 2 issues:

1. How to design the Tars/Heavies removal system
2. Which catalyst to use (TaF_5 or $SbCl_5$)

Tars/Heavies Removal:

The design of the system to remove tars will likely be dependent on whether a gas phase or liquid phase reaction is used to produce R-133a. We will be looking to Iikubo (or others) for direction.

TaF_5 vs. $SbCl_5$ Catalyst:

During his on-site visit at the end of January, Bill Gumprecht suggested using Tantalum Pentachloride ($TaCl_5$) as a starting material for the Tantalum Pentafluoride catalyst. Ronnie has made contact with HA Starck. They will send a 1 kg sample free of charge from their manufacturing facility in Germany. Delivery is expected in 2 – 3 weeks.

Ronnie also followed up with Dick Angstadt of Chemical & Metal Industries. They have a pilot scale reactor and analytical capabilities to run tests comparing the performance of Antimony and Tantalum based catalysts in the conversion of TCE and HF to R133a in the liquid phase. The testing is expected to take 6 – 8 weeks at a proposed cost of $35,000. This testing would not be pursued if a decision is made to produce R133a in the gas phase with a Chromium based catalyst.

Iikubo, in his meeting with Evert and Dale, questioned why Norphlet was using a Tantalum based catalyst for the TCE + HF reaction to R-133a. He left Evert with the impression that Tantalum was not a good choice.

Tars Disposal/Catalyst Recovery:

Vic Forte is in the process of collecting the tars in totes. This material will be analyzed to determine disposal options. We plan to send a sample of this material to Dick Angstadt of Chemicals and Metal Industries in Hudson, CO to determine if they have the capability to recover the tantalum.

Stage 2 Reaction (R-133a to R-134a):

There were no significant developments in this area over the last week.

Patent Issues:

In the meeting with Iikubo, Evert asked whether any of the process changes that would potentially be incorporated at Norphlet Chemical would infringe on any current patents. Iikubo said that they would not.

Additional Equipment/Supplies/Materials Needed:

There were no significant developments in this area over the last week. Equipment decisions will be based on the design we receive from Iikubo (or others).

Accumulated Off-Spec Inventory:

R-133a/TCE/Tantalum/Tars

Vic Forte is making progress on recovering the Trichloroethylene (TCE) and lighter components from the material in tanks TT-12 & 13. The initial plan of using Column C-1 to do the separation was unsuccessful as there is no source of heat for the column and the temperature could not be maintained at a high enough level to boil the light compounds. Since Column C-2 has a reboiler, the liquid in C-1 was pumped over to C-2 for a 2nd distillation. This appears to be working; analysis of a sample taken from the "product" stream indicates that the TCE, HF, 133a are being recovered while the tars, tantalum and other heavy components remain in the bottom of the column. The tars, etc. will be pumped back to R-1 where they will be then transferred to totes for sampling, analysis and ultimately disposal. Based on the results of a second batch, to be started on Saturday, we will be able to determine how long it will take to process all of the material in TT-12 and 13.

Vic and Ronnie are considering 3 candidates for disposal at this time. Clean Harbors (El Dorado, AR) and Rineco (Benton, AR) have disposal capabilities. Chemical and Metal Industries (Hudson, CO) potentially has the ability to recover the tantalum catalyst in addition to disposal of the organics via incineration.

HCl:

There are approximately 80,000 gallons of HCl with high fluoride levels in 7 of the 12 HCl tanks. These tanks are full. As 4 of the remaining tanks are being utilized for ongoing HCl transloading activities, and the last tank is holding wastewater, there is no room for the weak acid in the HCl Scrubber Tank, which is also full. Vic Forte is working on a plan to pump the scrubber tank to an empty HCl railcar in order to keep the scrubber operational for HCl unloading and loading activities. Evert is looking for potential outlets for the high fluoride HCl in the storage tanks.

Wastewater:

As the 2 wastewater storage tanks (TT-42 and 43) were approaching capacity, Vic utilized one of the empty HCl tanks (TT-36) for additional storage. Prior to using the tank, all connections to the HCl manifolds and scrubber were disconnected. There is a combined total of approximately 16,000 gallons. Because the wastewater contains TCE, it will need to be disposed of as a hazardous waste. Texas Molecular (Deer Park, TX) has quoted a price of $0.27/gal (plus freight) for disposal. It is expected that once the plant is operating correctly, there will be no carryover of TCE into the wastewater and that disposal costs will be significantly lower.

Site Environmental Issues:

Ray Hahn held a conference call with Evert Talbot, Ronnie Jackson, Vic Forte, David Henry, James Felton and Jim Crotty (Mayor of Norphlet) regarding the requirements for participating in the State of Arkansas' Brownfields Program. The program was established to encourage the redevelopment of abandoned properties where prior activities resulted in contamination of the site with hazardous substances. The key benefits to the potential property owner, over and above a discounted land purchase price, are that legal and financial environmental liabilities are defined early in the process and that a release of liability for prior contamination is granted. There are several steps that must be followed in order to obtain the release of liability and they are as follows:

1. Submitting an application to the Arkansas Dept. of Environmental Quality
2. Conducting a comprehensive site assessment (participant's responsibility)
3. Entering into an Implementing Agreement between the participant and the Dept.
4. Submitting a Property Development Plan (PDP) (participant's responsibility)
5. Obtaining Dept. approval for PDP
6. Submitting approved PDP for public review and comment
7. Performing site remediation (if required)
8. Obtaining a Certificate of Completion from the Dept.

Norphlet Chemical Inc. submitted an application but, to date, has not followed through on the remaining steps. Although it's unlikely that Norphlet Chemical could be held liable for site contamination that occurred from prior operations of the MacMillan Refinery, there is no documentation in place giving them that liability protection. It should be noted that the State and Local governments are supportive of Norphlet Chemical and that they will likely be cooperative in working through the process.

Norphlet Chemical Project
Report for Week Ending February 22, 2008
By Craig Wilson

Engineering/Procurement/Construction (EPC) Firm Evaluations:

There were no developments in this area over the last week.

Plans for week of February 25th

I plan to be in Ohio next week, but can travel to Norphlet if needed. I will stay in contact by cell phone.

Open Issues:

- Implement plan for removal of corrosive material from storage tanks
- ~~Locate Process Consultant (alternates)~~
- Refine Counter-Proposal and submit to Fluoromer, LLC (Iikubo)
- TCE+HF to R-133a Reaction; Decision on Gas or Liquid Phase
- Liquid Phase Reaction; TaF_5 vs. $SbCl_5$ decision
- Process Engineering – define additional process steps/changes (Fluoromer or others)
- Refine Project Schedule (Design/Equipment Ordering/Installation)
- Visit Engineering/Construction firms to assess capabilities for completing plant modifications/additions

Norphlet Chemical Project
Report for Week Ending February 29, 2008
By Craig Wilson

Subsequent to the filing of this report an agreement was reached with Mr. Iikubo (to include Steve Owens). Evert Talbot will give a verbal report on the agreement during the March 5 conference call.

Consultant Search

The Fluoromer LLC (Iikubo) proposal was discussed with the Norphlet Chemical's Operating Committee in a conference call on Wednesday, February 27. A recommended counter-proposal was also presented. There was a general concern among the group that Iikubo's proposed consulting and process fees were excessive and that an effort should be made to contact other consultants. Ronnie Jackson had previously contacted a former DuPont employee, Bob Boyajian, on the recommendation of Bill Gumprecht (Cecon Consultants). As a start, Bob Boyajian proposed a one-day review of Norphlet's process flowsheets and operating data to determine if he would be able to re-design the plant to produce R-134a. He offered to do this for a fee of $800. Also, in an earlier conversation with Evert, Mark Nagle of Tulstar, LLC suggested that Norphlet contact two former Honeywell employees that might be able to provide the required consulting services.

A conference call was held with Bob Boyajian, Evert, Ronnie, Vic and Craig on Thursday, February 28. Bob started the conversation by stating that Norphlet had found the "right person" for solving Norphlet's issues. He then justified his claim by listing his experience. He has several years of experience in Fluorochemicals. He has experience with the production of CFC-11, CFC-12 and, more importantly, R-152a which he claims is an analogous process to R-134a. He has also had significant experience in conducting due diligence for equity joint ventures involving fluorochemical plants.

Like most of the consultants we have talked with so far, Bob Boyajian offered some useful information, but didn't have the expertise to resolve Norphlet's process issues. When challenged on some of the statements he made, he couldn't back up his claims. Like Bill Gumprecht, he pointed out the fact that we have some very difficult process challenges to overcome. He also expressed the concern that even if Norphlet was able to overcome the technical issues to produce R-134a, they might not be able to do it cost effectively. He understood the position that the Norphlet investors found themselves in (a significant investment with no returns to date) and stressed that the only viable option, in his opinion, was a "business" solution where Norphlet partnered with a current R-134a producer. I share his concerns on the process technology and cost issues but his proposed solution is likely not workable.

Bob Boyajian's conclusion was that inadequate chemistry work had been done prior to building Norphlet's plant. Recognizing that the investor's had a significant investment in the project and that we couldn't live with a 2-year delay, he said that, in his opinion, our only option was to enter into an agreement with an established R-134a producer with the applicable process knowledge. He speculated that they might be receptive to the idea as it would give them additional R-134a capacity for a relatively small incremental investment. He has already had discussions with someone at Arkema and suggested them as a potential partner. When asked, he didn't know if there was a need for additional 134a in the marketplace. Ronnie also explained to him that the Norphlet plant was built on a toll manufacturing business model with another company.

Evert has made contact with David Edwards and Wally Derlan (the Honeywell employees recommended by Mark Nagle). They submitted a proposal with three options:

- David and Wally perform consulting services for Norphlet at an estimated cost of $543K.
- David and Wally become full-time Norphlet employees for a minimum of 3 years by contract at an estimated cost of $1,044K.
- David performs consulting services for Norphlet and Wally becomes a full-time Norphlet employee at an estimated cost of $982K.

Although David and Wally have extensive management experience with refrigerant processes including R-134a, they don't appear to have the process engineering expertise that we need and did not offer any form of a process guarantee. In addition, their proposal for consulting is more costly than Fluoromer's. However, in contrast with the Fluoromer proposal, they have not asked for royalties or process fees, which would make their overall costs lower (if the assumption is made that they can deliver on the process).

Going forward, we still need:

1. A consultant or mix of consultants who can resolve the outstanding process issues.
2. An estimate of the incremental capital and operating costs that will be required to produce R-134a and HCl.
3. An evaluation as to whether there will be an adequate return on investment to take the project through to completion.

Evert, Ronnie, Vic and I are more confident in Iikubo's ability to resolve the process issues with the Norphlet plant than any of the other consultants we have talked to up to this point. I recommend that we continue to negotiate with Iikubo (Fluoromer) in an attempt to structure an agreement that:

1. Provides Norphlet with enough process and equipment details to facilitate a determination of the future costs needed to complete the plant construction.
2. Gives Norphlet the option to avoid any future consulting or process fees in the event that they decide to discontinue the project.
3. Provides fair compensation to Iikubo for his consulting services and expertise.
4. Decreases Fluoromers' scope of work during the Construction & Start-up phases.
5. Allows for reasonable process fees for Iikubo which are contingent upon successful plant operation and based on a percentage of tolling revenues.

Plans for week of March 3rd:

I plan to take part in a conference call with Evert and Iikubo this week to present a counter-proposal. I will be in Ohio for the remainder of the week and will stay in contact by cell phone.

Open Issues:

- Implement plan for removal of corrosive material from storage tanks
- Refine Counter-Proposal and submit to Fluoromer, LLC (Iikubo)
- TCE+HF to R-133a Reaction; Decision on Gas or Liquid Phase
- Liquid Phase Reaction; TaF_5 vs. $SbCl_5$ decision
- Process Engineering – define additional process steps/changes (Fluoromer or others)
- Refine Project Schedule (Design/Equipment Ordering/Installation)
- Visit Engineering/Construction firms to assess capabilities for completing plant modifications/additions

Notes from Fluoromer Visits
March 17, 2008 and March 18, 2008
By Craig Wilson

March 17, 2008 Fluoromer Visit

Please keep in mind that this is a summary of the 1st day of the visit only and should be considered as preliminary information.

The visit started with Ikubo walking around the process area (all levels of the structure), Control Room and Lab. Vic Forte, Joe and Craig Wilson accompanied Ikubo on the tour. He was generally impressed with the plant and thought that the lab was much better than he had expected. His initial thoughts on the plant were that there were not sufficient utilities (chilling capacity) to support a 30MMLB 134a annual production requirement.

We then met in the conference room. In attendance were Ikubo, Steve Owens, Joe, Ronnie, Vic, Evert and Craig. Ronnie gave the Fluoromer group an explanation of Norphlet's Process. Ikubo concluded that Norphlet's process was more complicated than it needed to be and asked why Tantalum had been selected as the catalyst. He then used the white board to draw proposed processes for a gas phase reaction system for 133a, a liquid phase reaction system for 133a and a gas phase reaction system for 134a.

The gas phase 133a reaction has the following advantages:

- Ikubo has successfully carried out this reaction in the past
- Minimal side products are created in the reaction due to low residence times
- Lower volumes of reactants are involved in the reaction system at any given time which lessens the impact of an accidental release (potentially safer)

The primary disadvantage is that the gas phase reaction is carried out at 300° C (vs. the liquid reaction at 100° C). The gas phase reaction is more energy intensive.

The liquid phase 133a reaction has the following advantages:

- Lower operating energy requirements
- Potential re-use of existing plant equipment could result in lower capital equipment costs and possibly a shorter construction time

The disadvantages are that side reactions will occur (resulting in a hazardous waste stream) and that some pilot scale testing will need to be done to gain confidence with the liquid phase reaction and Antimony Pentachloride as a catalyst.

The gas phase reaction to 134a will be used regardless of which reaction is chosen for 133a.

Ikubo is not in a position at the end of day one to recommend which direction to go. The Fluoromer group will evaluate the existing plant equipment data to determine which

pieces could be used, with or without modification, in a new process. Iikubo's goal is to *recommend a process that will produce on-spec 134a and HCl at the lowest cost and in* the shortest time frame.

The Fluoromer group will meet tonight to develop a plan for tomorrow's meeting. The plan will likely include a recommended test protocol for the liquid phase reaction. This would be carried out at Chemical and Metals Recovery in Hudson, CO by Dick Angstadt. *Iikubo anticipates that the testing would be completed within the Phase 1 time frame in* order for him to be able to make the process recommendations for re-configuring the plant.

March 18, 2008 Fluoromer Visit

All discussions in the morning centered around the liquid phase reaction of HF and TCE to 133a. Iikubo recommends investigating the liquid phase option in order to utilize the equipment we have in place, minimize additional equipment costs and to start producing 134a in the shortest possible time. He is of the opinion that Norphlet is better off to start producing 134a as soon as possible, recognizing that the rates could be significantly lower than what would be required to meet the minimum volume commitments specified in the Tulstar contract. By re-starting the plant, with minimal equipment changes and costs, Norphlet would start realizing revenues. Once the plant was operating, a maximum operating rate could be established. Norphlet would then be in a position to evaluate whether incremental investment was needed. Evert reiterated the point that it would be very unlikely that the plant changes could be completed in time to take advantage of this year's refrigerant (high volume demand) season and, given that reality, Norphlet could absorb a longer schedule in order to ensure that the plant would produce on-spec 134a and HCl at the rates required in the Tulstar contract. Iikubo recommended that we continue to pursue the liquid phase reaction as an option. At the end of Phase 1, he will provide a recommendation to use a liquid phase or gas phase reaction to produce 133a.

Iikubo then proposed a plan for determining optimum conditions for the liquid phase reaction. We then called Dick Angstadt of Chemical & Metal Industries, Inc. (CMII) in Hudson, CO to talk about his pilot plant and a proposed testing plan. Dick is well equipped to carry out a pilot-scale continuous liquid phase reaction and has done this for many companies. He had previously sent Ronnie a proposal to carry out testing of both the Antimony and Tantalum catalysts. *The combined tests would have taken* approximately 8 weeks at a cost of $35,000. We have decided not to evaluate Tantalum further. With the elimination of the Tantalum tests, the schedule will be shortened to 5 weeks and the cost will likely be in the $25,000 range. With Iikubo's direction, we will develop a proposed testing plan for CMII. Dick Angstadt said that they could start the project as early as next week.

Iikubo's plan for tomorrow's meeting is to present a 1st-pass Process Flow Diagram (PFD) for review and comment by the group. He favors the team approach and wants our input and involvement at all steps of the project in order to deliver the best package possible at the end of Phase 1.

Norphlet Chemical Project
Report for Week Ending March 21, 2008
Craig Wilson

Summary

The kick-off meeting between Fluromer LLC and Norphlet Chemical took place at the plant site between Monday and Wednesday of last week. Yuichi Iikubo, Steve Owens and Joe Grenade are all former Great Lakes Chemical employees. They have a good working relationship and, with their respective skill sets, compliment each other. Mr. Iikubo showed a willingness to be challenged by both his team and the Norphlet group. During the meetings we discovered that although Fluromer has a recommended process defined, there are a couple of process steps that have not been proven in the past and need to be tested. In spite of these unexpected unknowns, after the 3-day visit, we are confident that we have the best consulting team that we could have contracted with given the availability of professionals who aren't currently employed by other 134a manufacturers or bound by secrecy agreements.

Fluoromer proposes carrying out the 133a reaction in the liquid phase with an Antimony Pentachloride catalyst. This preliminary recommendation is based on utilizing as much of the existing equipment as possible, minimizing the time required to get the plant into production and minimizing the ongoing energy costs to run the 133a process. Potential downsides are that the existing reactor(s) may limit production capacity to as little as 5 MMLB/yr and that tars and heavies will be an inevitable side-product that will require ongoing removal and disposal. Fluoromer has successfully carried out the reaction to 133a in the gas phase in the past (in Japan) and will evaluate this approach on a parallel path (at the same time) with the liquid phase work. Apparently the water content of the TCE and/or HF in Japan is lower than what is commercially available in the US; the Tulstar supplied raw materials will need to be "qualified" to rule out any potential issues with 133a production. Regardless of whether 133a is produced in the liquid or gas phase, 134a will be produced in the gas phase.

The process steps that need further definition are the liquid phase reaction to 133a and the separation of the 134a-HF azeotrope. Pilot Plant tests will be carried out over the next 5 weeks at Metal and Chemical Industries, Inc. (MCII) in Hudson, CO to determine optimum reaction conditions (catalyst:HF ratios, HF:TCE ratios, temperatures, pressures, etc). The results of this work will provide the data necessary for reactor design and other process changes (as necessary). Fluoromer is proposing an unproven technology for breaking the 134a-HF azeotrope. Lab or pilot scale testing will be needed to validate their concept.

Based on the meetings and information collected, Mr. Iikubo plans to return to Norphlet during the last week of April to present his Phase 1 deliverables.

Fluoromer-Norphlet Meeting Highlights

Yuichi Iikubo, Steve Owens and Joe Grenade were on site at Norphlet Chemical on Monday, Tuesday and Wednesday. Mr. Iikubo put this team together based

on the needs of the project and his familiarity with the work of Steve and Joe from having worked with both of them while he was the General Manager of Fluorine Chemicals at Great Lakes Chemical Corp. Mr. Iikubo is the principal consultant for Fluoromer, LLC and brings several years of experience in a variety of fluorochemical applications. Steve Owens is a Chemical Engineer with his own consulting business, Isomer Technologies. He specializes in process development, modeling and simulation. Joe Grenade provides data gathering and drafting services. Iikubo and Steve expressed great confidence in Joe's work due to his attention to detail.

The visit started with Mr. Iikubo walking around the process area (all levels of the structure), Control Room and Lab. Vic Forte, Joe Grenade and Craig Wilson accompanied Iikubo on the tour. He was generally impressed with the plant and thought that the lab was much better than he had expected. His initial thoughts on the plant were that the capacity of the chillers may not be sufficient to support a 30MMLB 134a annual production requirement. After the walk-through, a meeting was held in the conference room with Fluoromer (Iikubo, Owens and Grenade) and Norphlet Chemical (Forte, Jackson, Talbot and Wilson). Ronnie went through an explanation of Norphlet's "as-built" process. Mr. Iikubo's impression was that the process was overly complicated. In particular, he thought that the Sodium Fluoride system Norphlet planned for the 134a-HF separation was unnecessary. He said that the separation could be carried out effectively by simply lowering the liquid of the mixture to -20 ^{0}C.He then presented 3 simplified process flow diagrams for and discussed the relative advantages/disadvantages for:

1. The Gas Phase reaction for conversion of TCE and HF to 133a.
2. The Liquid Phase reaction for conversion of TCE and HF to 133a.
3. The Gas Phase reaction for conversion of 133a and HF to 134a.

The gas phase 133a reaction has the following advantages:

- Iikubo has successfully carried out this reaction in the past
- Minimal side products are created in the reaction due to low residence times
- Lower volumes of reactants are involved in the reaction system at any given time which lessens the impact of an accidental release (potentially safer)

The primary disadvantage is that the gas phase reaction is carried out at 300 ^{0}C (vs. the liquid reaction at 100 ^{0}C). As a consequence, the gas phase reaction is more energy intensive.

The liquid phase 133a reaction has the following advantages:

- Lower operating energy requirements
- Potential re-use of the existing reactor(s) could result in lower overall incremental capital equipment costs and possibly a shorter construction time

The disadvantages are that side reactions will occur (resulting in a hazardous waste stream) and that pilot scale testing will need to be done to gain confidence with the feasibility and practicality of the liquid phase reaction and Antimony Pentachloride as the catalyst.

The gas phase reaction to 134a will be used regardless of which reaction is chosen for 133a.

Mr. Iikubo also wanted to know why Tantalum was chosen as the catalyst instead of Antimony, which is commonly used for liquid phase 133a reactions in industry. As the decision had been made by John Garrison before Vic and Ronnie became involved with Norphlet Chemical, we're assuming the decision was made based on the results of the lab-scale testing of various catalysts that had been done earlier by Randy Belter.

Discussions on Tuesday centered around the liquid phase reaction of HF and TCE to 133a. Mr. Iikubo recommends investigating the liquid phase option in order to utilize as much of the equipment we have in place as possible to minimize additional equipment costs and to start producing 134a in the shortest possible time. He is of the opinion that Norphlet is better off to start producing 134a as soon as possible, recognizing that the rates could be significantly lower than what would be required to meet the minimum volume commitments specified in the Tulstar contract. By re-starting the plant, with minimal equipment changes and costs, Norphlet would start realizing revenues. Once the plant was operating, a maximum operating rate could be established. Norphlet would then be in a position to evaluate whether incremental investment was needed to increase capacity. Evert reiterated the point that it would be very unlikely that the plant changes could be completed in time to take advantage of this year's refrigerant (high volume demand) season and, given that reality, Norphlet could absorb a longer schedule in order to ensure that the plant would produce on-spec 134a and HCl at the rates required in the Tulstar contract. Iikubo recommended that we continue to pursue the liquid phase reaction as an option. At the end of Phase 1, he will provide a recommendation to use a liquid phase or gas phase reaction to produce 133a. In subsequent conversations with Mark Nagle, Evert has learned that Tulstar might be open to the option of Norphlet producing 134a at lower rates initially with the existing plant (with minimal modifications) and then expanding the capacity through equipment additions (potentially a switch to the gas phase 133a process) at a later date. This would depend on Norphlet's ability to provide an uninterrupted supply of 134a to Tulstar

during the expansion outage and re-start and Tulstar's ability to re-qualify the 134a (as necessary) with their customers.

Iikubo stated the need for carrying out pilot-scale testing to determine optimum conditions for the liquid phase reaction. Ronnie then initiated a call to Dick Angstadt of Chemical & Metal Industries, Inc. (CMI) in Hudson, CO. to talk about his pilot plant and a proposed testing plan. Dick is well equipped to carry out a pilot-scale continuous liquid phase reaction and has done this for many companies. He had previously sent Ronnie a proposal to carry out testing of both the Antimony and Tantalum catalysts. The combined tests would have taken approximately 8 weeks at a cost of $35,000. We have decided not to evaluate Tantalum further. With the elimination of the Tantalum tests, the schedule will be shortened to 5 weeks and the cost will likely be in the $25,000 range. With Iikubo's direction, we will develop a proposed testing plan for CMI. Dick Angstadt said that they could start the project as early as next week.

On Wednesday, Mr. Iikubo presented a 1st pass Process Flow Diagram (PFD) for the production of 134a. It is based on a liquid phase reaction to produce 133a and a gas phase reaction to produce 134a. The significant changes compared with Norphlet's "as built" process are:

Additions:

- Antimony Pentachloride (SbCl5) Recovery Column
  - Required to keep SbCl5 in the reactor to prevent "contamination" of downstream processes
- 133a-HF Phase Separator (Decanter)
  - Simplifies the separation using low temperature alone
- 134a Water Contact Column
  - Required to remove the bulk of the HF from the 134a stream
- 134a Dehydrators (mole sieves)
  - Required to remove the water (from the previous HF removal step) from the 134a stream

Deletions:

- Sodium Fluoride (NaF) phase separation system
  - Feasibility in question, potential NaF contamination in other parts of the process
- Alumina Beds
  - Reaction of HF with alumina generates water (undesirable)

It should be kept in mind that this is a preliminary design and that changes are likely.

In an unexpected development, Iikubo expressed concern about the ability to successfully carry out the phase separation of 134a and HF by lowering the temperature as he had told us the day before. Apparently this method works well for the 133a-HF azeotrope, but there is no data to support that it will do the same for the 134a-HF azeotrope. As discussions continued through the day, Steve Owens came up with the idea of adding 133a to the 134a-HF azeotrope. He speculated that mixing 133a and 134a in an 80:20 ratio, followed by a reduction in temperature might allow the separation of most of the HF. As it turns out, we are expecting an 80:20 ratio of 133a/134a at the exit of the gas phase reaction step. Any residual HF in the 134a stream would be removed in the downstream water contact column. Mr. Iikubo thought that this method had a good chance of success. This needs to be tested on a lab or pilot scale to verify that it will work in practice.

Plans for week of March 24th:

The highest priority for the week is developing a testing protocol for the liquid phase reaction of TCE and HF to 133a so that Dick Angstadt of MCII can start the pilot plant work in Colorado as soon as possible. Dick will propose a protocol for review by Mr. Iikubo and Ronnie. Steve Owens will carry out the modeling and simulation work on the proposed 134a process from his home office. Joe Grenade will be at Norphlet Chemical next week to complete the equipment data collection and verification. Vic Forte will continue processing the material in tanks TT-12 and 13. If things go as planned, TT-12 should be empty by the beginning of the week. Ronnie will be coordinating with Fluoromer and MCII to provide technical support.

I will be on vacation Monday and Tuesday and in my home office for the balance of the week. I'll keep in contact with Evert, Ronnie and Vic.

Open Issues:

- Implement plan for removal of corrosive material from storage tanks
- TCE+HF to R-133a Reaction; Decision on Gas or Liquid Phase
- Process Engineering – define additional process steps/changes (Fluoromer or others)
- Refine Project Schedule (Design/Equipment Ordering/Installation)
- Visit Engineering/Construction firms to assess capabilities for completing plant modifications/additions

Norphlet Chemical Project
Report for Week Ending Mar 28th, 2008
Craig Wilson

In a follow-up communication with Fluoromer, the 4 key technical hurdles to be resolved are as follows:

1. Liquid Phase Reaction Conditions for the conversion of TCE and HF to R-133a
2. Vapor Phase Catalyst Selection for the conversion of TCE and HF to R-133a
3. Separation of the 134a-HF azeotrope
4. Catalyst Selection for the conversion of R-133a to R-134a

Note that the decision to use a liquid phase or gas phase reaction (1. or 2. above) will be based on process feasibility and economics.

Work will continue over the next several weeks to address the process hurdles.

A brief summary of last week's activities follows:

Process Flow Diagram (PFD) Review

Ronnie, Vic and Craig looked over Fluoromer's proposed PFD to familiarize ourselves with the proposed changes. Any questions or comments will be reviewed with Fluoromer in the next couple of weeks. Vic also forwarded a list of proposed changes to the Equipment ID#'s (Tagnames) on the PFD. Going forward, this will eliminate any confusion as the ID#'s on all new drawings (PFD's, P&ID's, etc.) will match the prior drawings and current equipment files.

Liquid Phase Reaction Pilot-Scale Testing

During the week of meetings with Fluoromer at Norphlet Chemical, Mr. Iikubo identified the need for testing to determine the optimum reaction conditions for the conversion of TCE and HF to 133a. He also outlined a general testing plan. Ronnie suggested calling Dick Angstadt of Chemical and Metal Industries (C&MI) as he has the equipment and experience to conduct pilot scale testing for liquid phase reactions with Antimony based catalysts. As a result of the call, Mr. Iikubo was convinced that Dick Angstadt would be a good resource for developing a testing plan. Ronnie has been working with Dick Angstadt to develop the plan. We should be in a position to submit a proposed testing protocol for Iikubo's review and approval by mid-week.

Equipment Data Collection

Joe Grenade spent the majority of the week at the Norphlet Chemical site collecting equipment data and other information. With this information, Fluoromer should be able to determine the theoretical capacity of the plant.

Norphlet Chemical Project
Report for Week Ending Mar 28th, 2008
Craig Wilson

134a-HF Azeotrope Separation Testing

Steve Owens forwarded a proposed lab-scale apparatus to run azeotrope separation tests. We will review the design, incorporate any required changes and place an order for the equipment by the end of the 1st week in April. The tests will be conducted at Norphlet Chemicals' laboratory under the direction of Mr. Iikubo and Steve Owens.

Significant Activities/Dates going forward:

Week of 4/7: Iikubo will meet with a Korean Catalyst Manufacturer to evaluate their capability to supply suitable catalysts for the gas phase reaction(s)

Week of 4/21: Fluoromer will hold a mid-Phase 1 project meeting with Norphlet Chemical

~~Week of 5/12: Fluoromer will present diagnostic results and process~~ recommendations to Norphlet Chemical

Norphlet Plant Updates

Vic is making good progress on reducing the amount of hazardous waste in the storage tanks. TT-12 was empty as of 3/23 and he has started on the last tank, TT-13. At this point, he has accumulated 14 totes for ultimate disposal. This number will increase as the TT-13 material is processed.

The water and sewer lines and phone service have been tied into the Guard Office Trailer at the site entrance.

Plans for week of March 31st:

- Norphlet Chemical will submit a proposed liquid phase testing protocol to Iikubo for review and approval by mid-week
- Norphlet Chemical will place an order for the 134a-HF testing apparatus
- Fluoromer will determine the theoretical capacity and suitability of Norphlet's gas phase reactors for carrying out the 2nd stage reaction of R-133a to R-134a

I will be in my home office (Ohio) this week. I'll keep in touch by cell phone.

Norphlet Chemical Project
Report for Week Ending April 4th, 2008
Craig Wilson

The following report is a brief outline of activities over the past week.

Liquid Phase Reaction Conditions for the conversion of TCE and HF to R-133a:

The liquid phase testing protocol proposed by Dick Angstadt of Chemical and Metal Industries (CM&I) was reviewed by Ronnie, Vic and Craig. It was forwarded to Fluoromer on April 3rd for Iikubo's and Steve Owens review and comment/approval. Iikubo has asked for changes to the protocol. A conference call will be held with Dick Angstadt, Steve Owens and Norphlet on April 8th to finalize the testing plan. Steve will clarify Iikubo's instructions as Iikubo is in Korea assessing the capabilities of a potential gas phase catalyst supplier.

Dick Angstadt has completed the set-up of his pilot plant and has carried out some preliminary test runs. The objectives of these early tests are to set up the pilot plant for Norphlet's specific requirements, carry out any equipment troubleshooting and to develop some baseline operating conditions for the future testing. He has reportedly had some early success producing R-133a with the Antimony Pentachloride catalyst.

Separation of the R-134a-HF Azeotrope:

Ronnie ordered the main component for carrying out the Azeotrope separating tests in Norphlet's Laboratory. It is a translucent Teflon sight glass assembly with flanges at each end. We expect delivery within 7 – 10 days. Once it arrives, it will be sent to a local fabrication shop for installation of internals. These will consist of tubes for feeding the reactants (TCE and HF) and a tube for cooling. Iikubo has had previous success in separating an R-133a-HF azeotrope by cooling the mixture down to -20 ^{0}C. He has not had experience with the R-134a-HF azetrope. The test assembly will be used to determine if the R-134a-HF azeotrope can be separated in the same manner, or, if not, what conditions are required to do it successfully.

Norphlet Plant Equipment Review – 1st Stage (Liquid Phase) Reactors:

Steve Owens started some preliminary reactor sizing. His calculations show that we need a reactor volume of 2,600 gal in order to be able to produce 15 MMLB/yr of R-134a. Norphlet has a combined volume of 2,000 gal using both the 1,000 gal stirred reactor, (R-1) and the 1,000 gal 2-stage reactor (R-2A/B). The calculations need to be reviewed with Iikubo, but, if they are reasonable, an additional reactor would be required.

Plans for week of April 7th:

- The Liquid Phase Testing Protocol will be finalized
- Process Modeling will continue
- Iikubo will be meeting with a potential catalyst supplier in Korea

Norphlet Chemical Project
Report for Week Ending April 11th, 2008
Craig Wilson

The following report is a brief outline of activities over the past week.

Liquid Phase Reaction Conditions for the conversion of TCE and HF to R-133a:
Iikubo requested additional changes to the testing. Ronnie has discussed the changes with Dick Angstadt of C&MI and they have been incorporated into the testing protocol.

Separation of the R-134a-HF Azeotrope:
We are expecting delivery of the laboratory separator apparatus for low temperature phase separation testing some time this week.

Norphlet Process Flow Diagram (PFD) Review
At Norphlet's request, Steve Owens held a conference call with Ronnie, Vic and Craig to review the previously submitted Process Flow Diagram (PFD) in more detail. Steve also forwarded a 2nd PFD where the 1st Stage Reaction (TCE+HF to R-133a) was carried out in the gas phase. For this discussion, the proposed process was based on an engineered design to produce a commercial grade of R-134a at an instantaneous rate of 83,000 lbs/day, which would result in an annual capacity (allowing for downtime) of 25 MMLB. Note that the suitability of the current equipment on site at Norphlet for carrying out this process was a secondary consideration. Highlights from the discussion follow.

1st Stage (Liquid Phase) Reactor(s):
A small distillation column, approximately 18" in diameter and 20' in height, will be required in order to ensure that any components heavier than R-133a (including the antimony catalyst) that leave the reactor as a vapor are re-condensed and returned to the reactor vessel(s). This column would need to be purchased. The current reactors on site may or may not be suitable for the reaction.

1st Stage (Gas Phase) Reactors:
In the gas phase reactor scenario, the liquid phase reactor(s) and distillation column are replaced by two fixed bed reactors, operating in parallel with one reactor on standby, along with one air cooled heat exchanger and another liquid cooled heat exchanger. All this equipment would need to be purchased if Norphlet decided to go with a gas phase reaction.

Regardless of whether the 1st stage reaction is carried out in the liquid or gas phase, the remainder of the process will be identical.

Column C-102 (separation of HCl from the 1st Stage Reaction products):
Steve has determined that a 40-stage (theoretical) column will be required. The existing column may need to be extended in order to accommodate this requirement. For optimum design, the lower section of the column should have a diameter of 16-18", while the upper section should be 12". The current column is 24" which, if not modified, could result in inadequate separation due to poor vapor to liquid contact. Installation of a smaller diameter sleeve may be an acceptable solution. Also, with the top section of the column operating at -30 ^{0}C, 304L stainless steel or 333 carbon steel is highly recommended to ensure mechanical integrity under pressure. The current column is standard carbon steel.

Phase Separator PS-102 (separation of HF and R-133a):
A jacketed low temperature vessel and 1–2 temperature conditioning heat exchangers will be needed for this separation.

Column C-205 (separation of HCl from the 2nd Stage Reaction products):
This column will be similar to the first HCl separation column in that 40 theoretical stages will be required. Stainless steel is recommended for the top section of this column also. The current column is Hastelloy C, which is likely an acceptable alternative. This tower is 36" in diameter and may require similar modifications to the previously mentioned C-102 column to ensure good vapor to liquid contact.

Phase Separator PS-205 (separation of HF and R-133a/R-134a)
This is the process step that requires the lab scale test to determine whether HF can be separated from R-134a using low temperature (-30 ^{0}C) alone.

Column C-307 (water wash column for removal of residual HF from R-134a):
According to Steve, careful consideration will be required to avoid hydrates (undesirable crystalline solids) in this column. Because of the corrosivity of dilute HF, the bottom section will need to be Teflon-lined.

Potential Additional Equipment to produce commercial grade R-134a:
Steve speculates that two additional distillation columns may be required at the tail end of the process in order to meet the current specifications for purity. One column will remove light impurities while the other removes heavy impurities.

It is important to keep in mind that the points made regarding the Process Flow Diagram (PFD) are preliminary. My intention is to draw attention to the potential magnitude of the changes required to the Norphlet Plant.

Norphlet Plant Operations – Distillation of Off-Spec Product:
Vic and his Operators have finished distilling the off-spec product. They were able to recover over 90% of the original TCE, HF and R-133a components. Nineteen Totes will require disposal as hazardous waste. Vic has requested quotes from Rineco, Clean Harbors and C&MI.

Plans for week of April 14th.

- Yuichi Iikubo, Steve Owens and Joe Grenade will be at Norphlet Chemical *on Wednesday and Thursday to participate in technical discussions*
- Craig Wilson's participation in the project will end this week

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April 28, 2008

To: Evert Talbot

Subject: Norphlet Chemical Report of Activities from April 21 through April 27, 2008

Most of the activities last week centered around:

1. Design and fabrication of the laboratory phase separator device and testing
2. Trip with Mr. Iikubo to Denver to observe test run equipment and data for evaluation of results
3. Dispensation of Tantalum Sludge
4. Lengthy discussions with Steve Owens on PFD development and simulation

Item 1: Laboratory Phase Separator Device

We have completed the fabrication of the end caps with modifications for fill venting of vapor and a dip tube for light phase sampling. I had Chris Husbands make these changes and we are now proceeding with the test set up and procedure.

Item 2: C&MI Test Run Evaluation and Observation to Date

The trip to Denver was very productive. Mr. Iikubo was very pleased with the test unit and the antimony reprocessing plant design. He made the statement to me that Dick Angstadt had developed C&MI into the world monopoly on antimony chemistry.

The test run performance is looking better and better. The analytical testing has not been completed, but preliminary results on Test Run 6 show a 96% conversion with a 98.8% of 133a purity with a 100[+]% mass balance closure. Mr. Iikubo wrote down three more tests that he wanted to see accomplished before drawing final conclusions.

Item 3: Tantalum Sludge

I talked with Dick Angstadt while at C&MI about his work and interest in recovering the tantalum from the bottoms of the off spec distillation. I mentioned to him that we had in hand what we considered a very good disposal price of $13,000 from an "in the area" disposal company. Angstadt and I agreed that this was a one time recovery and that the tantalum catalyst is not commonly used. He thought the "deal" was a good one also, and he immediately said "go for it."

Item 4: PFD Development Work with Steve Owens

We spent quite a bit of time developing the processing strategy based on their (Iikubo's and Steve's) continued research along with discussions with unidentified contacts in the industry. Steve has "uncovered" the design details of a commercial 133a reactor which approximately matches the performance of the test reactor at C&MI. We are also proceeding with equipment specifications and modifications necessary after the 133a conversion step.

I have a trip planned to Steve's office this week in order to "hash out" and redesign the rear end of the plant based on their recommendations. We will also make a "first shot" at which equipment can be reused and which cannot. Since we will begin to talk about P&ID development and hardware reuse, the current plan is for Vic Forte to go with me so he has a voice in the system design and the equipment reuse. We plan to drive in order to hold down cost and share the driving time. We will probably be gone form Wednesday until the end of the week. Give me your feed back as to whether this is acceptable.

Kindest regards.

Ronnie D. Jackson

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May 4, 2008

To: Evert Talbot

Subject: Norphlet Chemical Report of Activities from April 28 through May 4, 2008

Phase Separator Equipment and Testing

We finished the design changes to the phase separation test equipment. Scott began sourcing the refrigerants needed to make the mixtures that Iikubo and Steve Owens were interested in testing. Discussions between Scott, Vic, and myself were held and planning was begun on exactly what tests were required.

Process Design Review with Steve Owens on 4/30/08 through 5/2/08

Vic and I made a trip to Wartrace, Tennessee per the request of Steve Owens in order to go over and comment on the preliminary P&ID. Joe Grenade, "The CAD Monkey" as Steve Owens calls him, was there to continue making changes and modifications at Steve's direction. Steve's idea was to have Vic and me make corrections and/or modifications so that the final product would not be a surprise.

The P&ID's were in a preliminary draft version at that point and it was difficult to "determine the marriage" between what needs to be and what we actually have at this point. The plan was to present a workable system and then reuse as much of our existing system as possible.

When you bring the capacity option into the picture it becomes very difficult to look at the ultimate P&ID and determine which equipment is economical to reuse. We went through every P&ID system and we expressed our comments and possible changes.

Fundamentally, the highlights of the review and evaluation are as follows:

1. The new liquid phase system will require a 2000 gallon reactor for 25 MM lbs per year of 134a.
2. The 133a gas phase reactor system (2 reactors needed) will require a single reactor volume that is equal in volume to both of the 134a reactors. Essentially, both of the 134a reactors will make one 133a gas phase

I thought This was how when they were here 4/17/08?

reactor, but pressure drop and mechanical evaluations have not been done to see if that is possible. A new second reactor would still be required.

3. The 134a gas phase reactor(s) (2 required) will need to be 4 to 6 times bigger than the current 10', 1" tube, 500 tube reactors. The 134a reactor(s) will need to be 20' long and contain 1000 to 1200✒, 1½" tubes.
4. We will run both reaction steps (133a and 134a) at a lower pressure of 125 psig ✒.
5. The lower system pressure will require colder temperatures and more chilling in order to condense and purify the produced HCl.
6. More input Btu's will be required in the 133a step if vapor phase is chosen. The 134a step will also require more heat in order to vaporize the high HF and 133a recycle rates required. We might be able to "squeak by" with the heaters that we have, but it is going to be tight and will require careful design evaluations.
7. We have enough preliminary reactor design information to solicit order of magnitude quotes on some preliminary reactor sizes.

The meeting with Steve Owens and Joe Grenade was worthwhile and productive. We know much more about the ideal system than before we went. We were a little disappointed in the degree of completion of their work. Of course, the final product is not due for another couple of weeks and from what we observed they have a long way to go as of last Friday.

We did have discussions with Steve Owens concerning the experiment design for the phase separation testing. We did calculations for the phase separator(s) composition in order to test the proper phase mix. Steve wrote up a possible procedure but we got very little guidance as to how to safely mix and transfer the components. However, I am now aware of the compositions that they are looking for and can calculate the mixtures based on the potential reactor products. Vic and I also think that we can come up with a way to adequately mix the components.

Kindest regards.

Ronnie D. Jackson

Ronnie D. Jackson

David Henry

From: Brian Brooks [bbrooks@jones-hamilton.com]
Sent: Wednesday, May 07, 2008 8:13 AM
To: David Henry
Subject: FW: Weekly Report for April 28-May 4

Brian Brooks
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From: Evert Talbot
Sent: Monday, May 05, 2008 7:25 AM
To: Robert James; Brian Brooks; Craig Wilson
Subject: FW: Weekly Report for April 28-May 4

Bob
Attached is Vic Forte's report for Norphlet covering last week's activities. Again, please let me know if you can't open the attachment.

EVERT

From: Vic Forte [mailto:vrforte@norphletchem.com]
Sent: Sunday, May 04, 2008 5:44 PM
To: Evert Talbot
Subject: Weekly Report for April 28-May 4

Evert,

We had another busy week at Norphlet Chemical. Several acid trucks were loaded and all equipment was checked for "traps." Ronnie and I traveled to Tennessee Wednesday to meet with Steve Owens.

1. We finished washing out the cooling tower.
2. We changed out two 1" stainless steel ball valves on the caustic liner going to the waste water system.
3. We loaded 15 HCL trucks.
4. We unloaded 4 HCL cars: Car #SHPX 209463 and SHPX 209451 both have man-way gasket leak. We are having trouble with all of the SHPX cars' gaskets.
5. We finished filling the mitigation tank with water.
6. We hooked up two more 1 ½ " fire hose connectors for the mitigation system.

7. We loaded 1 waster water truck.
8. We got the HCL car that we were holding to re-batch our HCL scrubbers into ready for shipment. Crystal said they had to have it, so we let it go. We will have to have a car to re-batch the scrubber into or we have to empty one of the HCL/HF storage tanks
9. As of 2:00 p.m. on May 3, there are no HCL cars on the yard to unload.

Caustic storage tank level is 32%. We will have to order some caustic sometime this month.

We need to get the okay to send the 26 totes to Rinco and get them off our yard.

Trip to Tennessee

Ronnie is writing up a more thorough report, but here are the highlights:

We learned what size reactors we need – gas or liquid phase 133 and gas 134A.

They gave us a P&ID marked "Preliminary." We did not get a PFD because according to Steve Owens, "we keep changing rates on him." We will have further discussion on this.

They gave us an equipment list but there were no sizes on any vessel. I reminded Steve Owens that there were approximately 14 days until everything had to be turned in to us. He is aware of this but they are waiting for liKuibo to return from China.

Overall, this was a good trip and very informative. It would have been more productive had they been ready with more details.

You, Ronnie, and I need to get together and discuss the Tennessee trip and Fluoromer when you get back

If you have any questions, please call me

Thanks,

Vic

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May 12, 2008

To: Evert Talbot

Subject: Norphlet Chemical Report of Activities from May 4, 2008 – May 10, 2008

Liquid Phase Reactor Options (TCE →R- 133a)

We have received enough information from Steve Owens in order to design the TCE → R-133a Liquid Phase Reactor that will make 25 million pounds per year of final product (R-134a). Basically, the vessel will be an alloy lined 2000 gallon five foot-six-inch (5' 6") I.D. by twelve feet (12') tall. Steve Owens also informed us late last week that the reactors will have to be heated so a steam jacket will have to be added to the reactors for temperature control. Ram Fab, out of Crossett AR, is generating a preliminary bid that should be available this week.

Gas Phase Reactor Option (TCE → 133a)

We also have a preliminary sizing of tubular reactors for the gas phase option at the same capacity. The reactors look like a single pass heat exchanger that has the tubes filled with catalyst pellets. The surface area of the exchanger recommended by Steve Owens is approximately 3500f^2. We could possibly use the two second stage reactors in series since they are much too small for the R-133a → R-134a conversion step. These reactors are only ten (10) feet long and have one inch (1") pipe tubes which are not the optimal size. Therefore, we are designing a twenty foot long (20') unit with one and one-half (1½") tubes in order to evaluate the economies of modifying the reactors versus installing the optimal size.

Gas Phase Reactor Design (133a → 134a)

Whereas most chemical reactions go to completion when the components are mixed together over a catalyst bed under the right conditions, the R-133a to R-134a is definitely NOT one of these ideal and desirable reactions.
Instead, the conversion ranges from 20% to 40% depending upon whose data you have confidence. Ikubo strongly thinks that the conversion per pass will only be

in the 20% - 25% range. Therefore, that leaves 75% to 80% unconverted R-133a to "do something with." Obviously, we can't throw it away, so it must be separated along with the HF and recycled back to the front end of the reactor for further conversion. In effect, then, the Second Stage (133a → 134a) reactor feed is one (1) part 133a from the First Stage plus four (4) parts 133a recycle from the product separation of the Second Stage. All of this combined feed must be contacted with a high molar ratio of HF.

The bottom line of this discussion is that the current R-133a to R-134a Reactors have a capacity of about 5 MM lbs per year which is much below the desired 25MM lbs per year. It looks like the Second Stage reactors must be replaced with much larger one.

We have preliminary sizing information from Steve Owens and Iikubo which indicate that the R-133a to R-134a Reactors need to be twenty feet (20') long and contain one thousand (1000) to twelve hundred (1200) one and one-half inch (1½") tubes. The current reactors have five hundred (500) one-inch (1") tubes ten feet (10') long.

We are in the process of finding an exchanger company who can build these units and can give us a preliminary cost. These units will be larger than Ram Fab says that they can fabricate economically.

Patent Discussions between NCI, Steve Owens, and Judd Hammond

I listened to Bradford Boyce and Judd Hammond assuring us that gas phase Step 1 and gas phase Step 2 was a patent violation. That logic did not seem reasonable to me since Iikubo practiced gas phase many years ago. Supposedly, the gas phase 133a to 134a vapor phase step is open art technology. If "A" was O. K. and "B" was O. K., it did not seem reasonable to me that "A" + "B" would not be okay.

I discussed this with Steve Owens and he said that he thought that the Ineos "protected" vapor phase technology that we could not practice was to go directly from Step 1 (TCE → 133a) to Step 2 (133a → 134a).
in the vapor phase.

At that point, I put Judd Hammond in contact with Steve Owens directly since Steve was aware of the patents that were pertinent. Judd said that if Steve would give him those patents then that would save him a lot of time (which implies legal $ savings for us). We received a note from Judd on Friday, May 9, in which he agreed that we could go either liquid phase or gas phase for both steps. However, if we go gas phase for Step 1 then we must condense the Step 1 product before proceeding to Step 2.

Meeting with Hunt-Guillot on Providing Engineering Assistance for Cost Estimate

On Friday, May 9, I met with Hunt, Guillot, & Associates of Ruston, Louisiana about providing engineering design and cost estimating services for turning the Fluoromer product into a plant modification cost. Trott Hunt, the president of Hunt-Guillot & Associates, sat in on part of the meeting. The engineering managers that I met seemed very capable and their work load at this moment in time would allow them to help us develop a realistic cost estimate once we agree on the process scope with Fluormer.

They are to have a preliminary proposal to me by Monday, May 19th. We essentially discussed the commercial aspects around an Engineering Cost Estimate executed on Time and Materials (T&M) Basis with a reduced rate sheet factor if the Engineering Cost Estimate (E. C. E.) is exceeded. In effect that would allow them a fixed profit on an hourly basis up to the E. C. E. -- after that, I am asking them to do the job at cost.

Chemical and Metal Ine Pilot Testing

The C&M pilot plant had an "O" Ring leak that had to be repaired before additional runs could be made. I was unable to reach Dick Angstadt or Darrell Coons at the end of the week in order to get an updated status. I will be discussing the final tests requested by Iikubo in order to be able to draw conclusions concerning yields, catalyst consumption, and "heavies" formation.

From: Vic Forte [vrforte@norphletchem.com]
Sent: Sunday, May 11, 2008 9:16 PM
To: Evert Talbot
Subject: Weekly Report for May 5-11

May 11, 2008

Evert,

This week Ronnie and I had several discussions about Fluoromer, Iikubo, Steve Owens, and the future of NCI. There are some important decisions to be made in the next few weeks. Ronnie and I are trying to think of every possible scenario. (Gas, Liquids – Pros & Cons and utilities for each.)

We worked on the lab phase separator, trying to finalize and get ready to start running tests this week. We had to purchase some 134a and ordered some 133a for tests. Hopefully testing will begin Tuesday or Wednesday. The 133a should be in Monday or Tuesday.

(1) HCL trucks loaded – 19
(2) HCL trucks unloaded – 3
(3) HCL rail cars unloaded – 3
(4) We tied in the well water tank pumps 18A & B to the truck loading rack through the water meter to add water to the HCL trucks. This is a little faster. We can put 1000 gallons of water on a truck in 14 minutes.
(5) We are unloading the HCL trucks using the HCL absorber pump. This takes 1 hr and15 minutes. (It takes 3 hrs to blow off) This will allow us to unload a truck and load a truck at the same time. It will require more people to watch everything.
(6) We got the totes ready to load on a truck for shipment to Rineco.
(7) We worked on cleaning out TT-12 and TT-13.
(8) We tied in an air regulator at the train loading rack to unload cars. This will help prevent blowing a rupture disk and make it easier to watch.
(9) TK-41 bottom flange started leaking again, but it was just a drip leak. We were able to tighten the bolts and stop the leak. We ordered the Teflon-coated stainless steel bolts. When they get here we will replace all HCL storage tank bottom Flange bolts.

Shane Hale, shift foreman, worked his last day on April 30. We brought Jed Brown back as shift foreman on May 9.

Plans for Week of May 12:

Start the lab testing of phase separation
Change the bolts on HCL storage tanks
Ship the totes to Rineco
Work on the grounds (mowing, etc)

If you have any questions, please call me.

Thanks,

Vic

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May 18, 2008

To: Evert Talbot

Subject: Norphlet Chemical Report of Activities from May 11, 2008 – May 17, 2008

First Stage Reactor (TCE → 133a) Update

We were informed by Steve Owens early last week that the Liquid Phase R-1 Reactor would require a small amount of heat in order to sustain the reaction. Since it is proposed to be an open (no internals) 2000 gallon vessel then the logical choice would be to add a steam or hot oil jacket to the outside of the vessel. That design change presented a major problem since the anticipated Teflon lined vessel would not take the heat associated with an external heating jacket.

With this new information, I talked with Ram Fab out of Crossett, Arkansas about fabricating an Inconel 600 clad carbon steel vessel rather than using a Teflon liner. I decided to design the liner 1/8" thick in order to give the reactor plenty of corrosion allowance. The metal clad liner would make it possible to design the reactor with an external (on the outside) heating jacket.

Requote of First Stage Reactor

- We should have a quote back from Ram Fab the first of this week which includes the Inconel 600 liner and a carbon steel heating jacket.

First Stage Vapor Phase Reactor Design

We have discussed this reactor design in detail with Steve Owens. Some preliminary sizing has been done and Steve Owens has agreed to give us a

preliminary design specification sheet(s) for obtaining a quote at the design meeting next week. (5/19/08)

Second Stage (R-133a → R-134a) Vapor Phase Reactor Design

Same comment as First Stage Vapor Phase Reactor

Site Visit of Hunt-Guillot & Associates

We are getting close to having some design information from Fluoromer Inc. I encouraged the Hunt-Guillot & Associates people to make a site visit in order to see the equipment that we are proposing to revamp. Six of the Hunt-Guillot & Associates people made the visit to Norphlet Chemical, Inc. last Tuesday afternoon and they spent most of the afternoon looking the plant over.

They were concerned about our lack of foundation information and structural steel detail drawings. Steve Blackwelder, the lead Hunt-Guillot & Associates representative, said that they might propose to do some preliminary foundation and steel detailing before they could give me a proposal on the cost for the rest of the work. I was not real receptive to that idea because I think it will delay the desired final cost evaluation. Having thought about it since their visit, I will probably propose that they design and cost the foundations and structural steel using reasonable engineering practice and we will do these detailed evaluations as a part of the final engineering and construction phase.

Phase Separation Testing

The phase separation and chilling equipment was completed last week. After discussing the desirable tests with Steve Owens, a list of the test runs was made to bracket the possible reactor effluent compositions. Calculations of the various component mixtures were made so that the proper weights and data volumes could be measured in the chilled "test separator." Shakedown runs were accomplished at the end of last week so we should begin to get meaningful data form the testing this week.

David Henry

From: Evert Talbot [etalbot@jones-hamilton.com]
Sent: Wednesday, May 21, 2008 9:06 AM
To: David Henry
Subject: FW: Weekly Production Report - May 12-May 17

From: Evert Talbot
Sent: Monday, May 19, 2008 9:25 AM
To: Robert James; Brian Brooks
Subject: FW: Weekly Production Report - May 12-May 17

Below is Vic Forte's report for last week.

EVERT

From: Vic Forte [mailto:vrforte@norphletchem.com]
Sent: Monday, May 19, 2008 9:19 AM
To: Evert Talbot
Subject: Weekly Production Report - May 12-May 17

Summary:

The week of May 12-May 17 was a productive week. We loaded several HCL trucks; ran the HF storage tank pump, and started the phase separation lab testing on Thursday. We finished cleaning TT-12 and TT-13 from the outside. We tested the water flow meter again for HCL loading.

Ronnie got a preliminary drawing from Ram Fab for the liquid phase reactor.

We talked with Steve Owens a couple of times, worked on truck scales, and have the scrap copper ready to sell.

HCL:

Loaded 10 trucks
Unloaded 3 trucks
Unloaded 2 rail cars

Loaded 1 waste water truck

HF Storage Tank:

We put the storage tank on circulation so we could catch good clean HF for the lab phase separator testing. We blew the pump and all the lines free of any liquid HF after the pump was shut down. We did this to prevent any trapped liquid HF.

Phase Separation Testing.

We started testing on Thursday and had trouble getting all of the HF and 133a in the test separator. We also had trouble with the cooler and scrapped the test after about 4 hours. Throughout the day we learned how to load the separator, the amount of time it will take to cool off, etc.

Friday we did a 5/1 ratio (HF/133a) cooled to -5 degrees C and started seeing a phase separation. It takes several hours to cool down with our cooler. When we got down to -15 degrees C, there was a more distinct separation. We caught samples on both the HF phase on top and the 133a on the bottom.

The HF phase on top had 1.5% 133a in it and the 133a phase on the bottom showed no HF in it. It also was a 6.0 P.H.

We did a third sample on Saturday which was cooled down to a -30 degrees C. The HF on top had about the same amount of 133a in it. (1.5% 133a) The bottom layer showed no HF in it and the PH was 6.5.

We will start again on Monday.

TT-12 and TT-13:

We finished washing them out the best we could with a fire hose from the man-way. This prevented having to get in the tanks with an HF suit on. The tanks will still have to be hand cleaned before start-up.

Most of the solids were washed down into the waste water sump and will have to be vacuumed out with a vacuum truck.

HCL Water Flow Meter:

We re-tested the flow meter using the water pump and it again put out 70 gpm. We had previously gotten 24 gpm. Just using city water.

Liquid Flow Reactor:

Ronnie and I have been talking with Ram Fab on this. Ronnie got a preliminary drawing on the reactor and I had him add a few more nozzles for a press indicator, a temperature indicator, and a level indicator.

Steve Owens:

Ronnie and I talked to Steve Owens several times this week, mainly about the lab testing. (Dos, Don'ts, and What Ifs)

Truck Scales:

We had Systems Scales come in to certify our scales. Arkansas requires this to be done once a year and it had been two years since we had been certified.

The scales were reading approximately two hundred pounds light. One of the trucks had run over a guide rail and bent it down on top of the scales. The problem has been corrected and we are now certified again.

Scrap Copper:

We have all of the scrap copper ready to load and sell. We are waiting on a special hopper to be delivered for loading it.

For the week of May 20:

(1) Work on lab testing
(2) Visit with Ikubo
(3) Ship out 22 totes to Rineco on May 22
(4) Get maintenance truck running
(5) Work on grounds
(6) Start making plans for phase two of start-up

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June 2, 2008

To: Evert Talbot

Subject: Norphlet Chemical Report of Activities from May 19, 2008 – June 2, 2008

Potential Change in New Processing Scheme

As Iikubo left the turnover and wrapup meeting two weeks ago (May 19 – 20), he excitedly mentioned to Evert that he had an idea that could potentially simplify getting us into business by reusing more of the existing equipment. This should obviously save money and time to get into operation. He told Evert that he would discuss the idea with Steve Owens and see if it was worthy of simulation and further development.

Evert alerted me to his discussion with Iikubo. I gave Steve Owens a day of rest from travel and called him on Friday (May 23rd) of the week we had our meeting to discuss the new twist. Steve was guarded in his comments, but thought that it was worthy of simulating. He had made some preliminary runs, but did not have a totally converged or working model. He was going to work on it that weekend (May 24th and 25th) and give me an update.

The new processing scheme would reuse the C-2 Hastelloy 36" diameter distillation tower as a single HCl separation column rather than using the two columns shown on the P&ID. This would also eliminate one of the Chilled Phase Separators and associated heat exchanger and chilling equipment. Iikubo and Steve are considering reuse of the existing R-2 (133a to 134a) reactors as gas phase R-1 (TCE to 133a) Reactors provided the capacity is reasonable.

Basically this scheme will still require the same water wash and rear end purification equipment as before. However, cutting out a column and phase decanter will result in a significant savings especially if we can use the existing C-2 tower for HCl purification.

Steve Owens Gets Sick

Steve Owens felt bad and was halfway sick during our design wrapup meetings. Apparently after I talked with him on Friday, May 23rd his health went down hill from there. When I talked to him Tuesday (27th) of last week he sounded terrible. He said that his fever got up to 105°F and that he had not been back in the office or finished the simulation. He sounded very weak and certainly unable to work.

Discussions with Iikubo

The hope was that Steve Owens would finish the simulation and that he and Iikubo would come to El Dorado this week to discuss the changes and the simulation of the revised system. Steve seems to be recovering slowly so the timing of his visit is uncertain. Mr. Iikubo and I visited today (June 2, 2008) and we have tentatively set this Friday (June 6) as a target meeting date even if Steve Owens is not up to the trip. However, we still won't know if the simulation works until Steve gets back on his feet.

Phase Separation Testing

We have started the phase separation tests that were requested by Steve Owens and Iikubo. The HF/133a phase testing worked well and was reasonably easy to separate with a 133a/HF binary mixture. When we started the tenary mixtures of 134a, 133a, and HF the separation became significantly more difficult. The 20% conversion of the 133a to 134a went reasonably well but colder temperatures were required when 134a was present. In order to get the desired separation, a temperature of - 30°C was required with the 134a present compared to - 10 °C with 133a/HF mixture present.

When we tried the 40% conversion test we were unable to detect any phase separation even at - 40 °C and slightly lower. We have now dropped back to 30% conversion but we had chilled glycol circulating pump problems at the end of last week when the test was being run. We have had to change the pump out in order to maintain circulating flow at the cold temperatures required.

Due to the typical rapid heat loss in small equipment, this is one instance where industrial sized larger equipment will work much better than the pilot testing.

Chemical and Metal Industries Testing

Dick Angstadt was reconfirming a couple of the runs with regard to data consistency. I expect to hear from him this week with final results or any recommended testing. It will probably take him a week or two to issue the final report. I expect to find out this information this week.

Closing Comments

I understand the process logic of Iikubo's new thinking. As a matter of fact, I am a little disappointed that I didn't think of it. It has yet to be proven with ChemCAD at a reasonable capacity. It is a very good tactic, in my opinion, for reusing the existing equipment to the maximum extent possible. I am confident that, if proven, will save us significant time and money. It is the only truly novel idea yet shy of almost a total rebuild.

I am still mildly concerned about the difficulty of the phase testing. The preliminary indications are that it can be made to work, but it will require lower temperature than expected.

I think these comments adequately reflect the latest developments. If anyone has questions, then don't hesitate to give me a call.

Ronnie

Norphlet Chemical Company

Weekly Report: May 26-June 1, 2008

Vic Forte

Summary: The general maintenance work included: building and painting a set of stairs, organizing a tool room, replacing 5 valves and several valve handles, and getting both golf carts running.

We started unloading the catalysts in R3a and R3b. The acid loading was slow this week. We worked on the lab phase separation test. We also experienced a *power surge this week.*

Category	Action:
Maintenance	We painted the first set of stairs and ~~started building a second set at the~~ opposite end of the HF retaining wall. We put new valve handles on 7 safety showers throughout the plant. We also *replaced two existing valves on safety* showers. The operators' tool room at the process area was straightened and organized. Four leaking valves were replaced on the caustic lines. Both golf carts had some minor electrical wiring problems. They have been repaired and are running. There is another load of C.S. scrap metal ready to go.
Power Dip	On May 28 we experienced another power dip. It lasted a few seconds, but threw the #3 MCC main switch.
Loading/Unloading	• Loaded 4 HCL trucks • Unloaded 0 HCL rail cars • Loaded 1 waste water truck • We loaded 1 load of the weak HCL/HF.
Lab Testing/Phase Separation	We ran two tests this week before having a pump failure. The pump we were using to circulate the -50 C

	glycol/alcohol mixture quit pumping. It was not made for this cool temperature, but we were able to use it for a while. We found another pump in the warehouse that should work. We had to order an electrical motor for it. The motor should be here Monday and we should be able to start testing again on Tuesday.
For the Week of June 2, 2008	1. Phase test in lab 2. General Maintenance 3. Finish pulling catalyst out of R3 beds. 4. ~~Pull all process pumps except~~ the sodium fluoride pump. They will be stored in the warehouse. 5. As we know more about the process we will be using, we will be able to better prepare the plant for maintenance.

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June 8, 2008

To: Evert Talbot

Subject: Norphlet Chemical Report of Activities from June 1, 2008 – June 7, 2008

Phase Separation Testing

We were able to replace the existing chilled glycol circulating pump with one that had significantly more capacity. The installation of the pump is complete and we have made two or three test runs with the higher volume pump. This higher volume circulation has allowed us to go to colder temperatures more quickly. The colder more rapid cooling allows the phase separation droplets to be more visible. On one of the test runs late last week we were able to get the HF, 133a, and 134a mixture to -51°F. The initial laboratory testing of the phases indicates that the colder we get the mixture the better the separation becomes between the phases.

The temperature required for the 20% 133a to 134a conversion case required a temperature of approximately - 30 °F in order to get significant phase separation. The Steve Owens simulation of the modified PFD required a phase separation temperature of -40 °F which Steve had simulated as a 25% conversion case.

We had previously tried the 40% conversion case as a worst case scenario but were unable to detect any phase separation at the -45 °F± temperature. We then decided to try a 30% conversion test in order to try to give us more temperature points on the curve. We were not able to get phase separation at the above conditions, however, with the new circulating pump we were able to go to a slightly lower temperature.

We are now redoing some of the testing in order to get better phase composition data in order to optimize the needed temperature. As a general rule we are seeing that the colder the temperature the cleaner the phases. Testing this week should both confirm whether or not we can get phase separation of the 30% conversion case with a temperature of -50 °F or slightly colder. We should also produce additional data as to the phase compositions for the various temperature levels.

2nd Meeting with Hunt-Guillot & Associates

On Thursday, June 5, a second meeting with the engineers of Hunt-Guillot & Associates was held in the Ruston offices in order to further clarify the available documentation for the cost estimate of the plant changes. We went through the proposed Fluoromer design in order to show them the PFD's, the P&ID's, the Mass and Energy Balance, and the new equipment data sheets. They had previously expressed concern over the lack of documentation to do a detailed cost estimate.

I decided to meet with them in order to show them the data books so they could have a better feel for the process documentation. I also told them to assume that the exiting foundations were adequate in that we would do the additional geo-technical work as a part of Phase II.

I pointed out the quality of the P&ID's that we would give them for estimated purposes, although some changes would be forth coming with the Iikubo/Steve Owens modifications. Even though the P&ID's are detailed, it would require them to make instrument lists, new foundation drawings, electrical take-offs, etc. in order to turn the P&ID's into a bill of materials and cost estimate.

They were reasonably confident that the documentation that I presented to them was sufficient for them to do a 20% accuracy cost estimate. I requested that they give me a cost estimate and time to do an "as built" 3 dimensional set of laser drawings which are needed in order to fit the new equipment in the existing structure as well as determine which pieces of equipment can be re-piped in place. They are to be back in touch with me this week regarding their proposal for this work.

Iikubo Visit to Discuss Proposed Process Changes

On Friday, June 6, Iikubo came to Norphlet to discuss the proposed possibility of using a single HCl purification tower (existing 3' diameter hastaloy distillation column, C-2) and a single HF phase separation decanter. The concept is good but now we must figure out how to make it work and fit with the equipment that we have.

Mr. Iikubo was a little frustrated with the documentation of existing equipment in order to determine the suitability for re-use. We were able to clarify and give him copies of the "as built" hand sketches for evaluating the size and capacity of the existing equipment.

Additional simplified block-flows of the new modified process were presented at the meeting for better understanding of the changes. It was recommended that we have the patent attorney, Judd Hammond, take a look at the new modified process in order to make sure that we still had no patent infringement problems. I plan to get Judd started on this evaluation this week.

Steve Owens' Health

Mr. Iikubo spent a day and a half at Steve Owens' office in preparation for his meeting with us last Friday. He said that Steve Owens' health was improving but that he still wasn't back to 100%. He said that it would be alright for us to contact Steve since his health was improving.

I talked to Steve mid-afternoon on Friday and he confirmed that he was 80 to 90% back to normal. We discussed the additional simulation, P&ID modifications, and equipment checking necessary in order to match and re-use as much of our existing equipment as possible. He agreed to do this on an hourly consulting basis and work with us directly provided Iikubo was in agreement.

I think this represents the major activities of the week. If you have any questions, don't hesitate to contact me.

Ronnie

Norphlet Chemical Company

Weekly Report: June 2 – June 8, 2008

Vic Forte

Summary: The general maintenance work included: pulling the remainder of the catalyst from the R-3 reactors, installing the new unloading hoses at R.R., replacing the bolts at HCL storage tanks, working on steps, replacing some pressure gauges, replacing a ruptured disk, and loading scrap metal,

The acid loading picked up this week. We worked on the lab phase separation test. We found the main breaker tripped on #3 MCC again this week. We addressed a complaint from Skyline Trucking.

Category	Action:
Maintenance	We built two more sets of steps to get over the retaining walls. The unloading of the R-3 catalyst was completed this week. The drums were labeled and taken to the warehouse for storage. We started installing the new unloading hoses for the HCL train loading. This will give us all 8 spots at the train rack to unload at when completed. We still need a couple of lined Tees and 6 PVC fittings. This will also give the rail road 6 more places to spot cars, cutting down on the cost of having them come in and switch cars around. We replaced the outlet flange bolts on the HCL storage tanks with S.S./Teflon bolts. These are the bolts that the weak HCL/HF was corroding. There where 6 pressure gauges throughout the plant that we replaced this week. We also had a rupture disk that was blown on TK-03 that we replaced. We loaded up two loads of scrap metal

	this week. They picked up one and there is another load of C.S. scrap metal ready to go.
Power Dip	We had no power dip, but the main breaker at #3 MCC was found tripped again. This is probably due to the air conditioner that is bad order. We need to get this replaced as soon as possible. This is the MCC room that all of the variable drives are in for all the pumps. Each one of these costs ~$10,000. We need to try and protect them from the heat and dust.
Loading/Unloading	• Loaded 8 HCL trucks • Unloaded 8 HCL trucks • ~~Unloaded 1 rail car of HCL~~ • Loaded 1 waste water truck • We loaded 1 load of the weak HCL/HF.
Lab Testing/Phase Separation	We ran three tests this week. These tests are proving that we can separate the HF and the 134a with the correct amount of 133a in the mixture. I spent a lot of time in the lab myself this week trying to see exactly what is going on with the test and how it happens. We are going through a lot of dry ice, but are able to easily get down to -50F with the new pump that we found in the warehouse. It takes about 60# of dry ice for each run. We now need to prove this over and over again and come up with the correct ratio. I am excited about the outcome so far.
HCL loading complaint from Skyline	Evert as you know we got a complaint this week on the amount of time it takes to vent the trucks down and load them. I kept up with 4 trucks that were loaded this past week. It took less than 3 minutes to vent all of them down and no more than 50 minutes to load each one. I also asked the operators about this and they told me it never takes more than 5 -10 minutes to vent unless the trucks come back with 20-30

	pounds of pressure on them from where they previously unloaded at. Then it may take 45 minutes to vent down. I also asked the truck drivers about this. They told me that where they unload, they sometimes would refuse to let them vent down times due to the wind direction or other reasons. With.our system, you can't just open the valve wide open with 20# and let it go. Not only does it overload the scrubber, but the gas that is not absorbed goes to the main scrubber and has to eventually be neutralized and go out as waste water. This is another expense for us.
For the week of June 9, 2008	(1) General maintenance. (2) Phase test in the Lab. ~~(3) Loading~~ (4) Scrap metal. (5) Check on a/c for #3mcc room.

Evert, I didn't put anything down about Iikubo. I'll let Ronnie take care of that. You already know I was very disappointed in the meeting with Him for most of the day until right at the end.

We need to talk about the rest of the plant. There are a lot of things that need to be done before we can bring contractors in. I want us to be prepared when they come and not have to rush to get the plant ready at the last minute. The entire plant will need to be washed out and it will cost waste water and caustic. We have the time and man power to do it now and do it right. We want the plant to be secure and safe before the contractors arrive. Please give this some thought and I will also be looking for a better and faster way to vent for the HCL truck loading. For sure, the trucks need to vent down wherever they unload at. If they put the pressure on the trucks to unload, they should have to vent the trailer down before leaving. We need to figure out a way to make the customer accept some of this responsibility if possible.

If you have any questions or comments, please call.

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To: Evert Talbot
Jones-Hamilton

Date: June 16, 2008

Subject: NCI Report for Week ending June 14, 2008

Evert,

Phase Separation Testing

We continue to have mixed results with the phase testing. We have had successful runs at the 20% conversion level and poor results at the 30% and 40% conversion levels. We are now testing a 25% conversion case which matches more closely the Steve Owens' simulations. Steve thinks that the 25% conversion level is probably where the reaction equilibrium will line out.

We should have the results of the 25% conversion tests this week. We are now continuing to analyze the phase compositions as we get colder and colder because we have definite evidence that the phase separation purity gets better the colder we get.

Patent Investigation Meeting with Judd Hammond

On Thursday, June 12, 2008 Evert Talbot and I met with Judd Hammond in Baton Rouge in order to make him aware of the new processing scheme proposed by Iikubo and Steve Owens. We wanted to explain the new processing route to Judd so there would be no confusion as to the similarities and differences between the new processing scheme and the other patented routes.

We explained to him that the Ineos approach was a series flow gas phase reactor system while the new NCI System was a parallel gas phase reactor system with a single HCl purifying column and decanter.

Judd Hammond agreed to look at the literature closely. He thought that the low temperature phase separation was a novel idea that he had not run across in his patent investigations for us. He thought that the combination of the parallel

reactor system, HCl removal, low temperature phase decanter would be an offensive argument for this new approach.

We encouraged Judd to talk to Steve Owens for additional help if necessary. Judd said that it would take a few days so I expect a preliminary response from him this week.

Thursday, June 12, Conference Call with Steve Owens

Evert and I made a conference call to Steve Owens on Thursday, June 12 in order to check his progress as well as answer any questions regarding what Steve and I agreed to on our Friday, June 6 discussion (phone call right after the Iikubo meeting of the same day). Steve was planning to meet with Joe Grenade to explain the modifications needed to the P&ID's for the new processing scheme. Steve also agreed to discuss the possibility of generating an instrument and valve list from the CAD work already completed. This would greatly reduce the manual detail work needed for cost estimating purposes.

Steve also brought up the idea that the low temperature phase separation of HF and 133a/134a would possibly be patentable and useful to us in demonstrating the uniqueness of the NCI Process. Evert and I related to Steve that Judd Hammond just made the same comment.

Due to a medical checkup, Steve Owens will be out of his office Monday (June 16) and Tuesday (June 17), but he says that he will be in for the rest of the week. Since we have not received additional communications from Iikubo who is in Korea, we are proceeding with Steve for developing the necessary documentation for the cost estimate.

Engineering Alternative to Hunt-Guillot & Associates

While I was in Baton Rouge for the Judd Hammond meeting, I thought I would see if I could find any Baton Rouge engineering companies that might be a reasonable alternative to Hunt-Guillot & Associates. Due to the shortness of my trip and making "cold" calls, I was unable to find anyone just waiting for our job.

Most of the companies that I contacted were extremely busy and wanted to see our "pedigree" before indicating their interest level. I talked to Jacobs Engineering, Plant Engineering Services, Picou and Associates, and Wink Engineering with a somewhat cool and "busy" response from each of them. I will continue to work on potential contacts and alternatives, but Hunt-Guillot & Associates is looking like the best candidate providing that we can negotiate a reasonable contract for services.

Hunt-Guillot & Associates Proposal Update

I received an e-mail on Friday from Stephen Blackwelder of Hunt-Guillot & Associates. He said that he had not received all of the information from his people for the modified proposal to us. He said that he should finish a first pass for further discussion and negotiation this week.

Norphlet Chemical Company

Weekly Report: June 9 – June 15, 2008

Vic Forte

Summary: The general maintenance work done was: finished steps, stored all the totes under shed, worked on loading hoses at rail racks, a/c at #3 MCC, mounted a weather proof box for battery charger, put heads on R-3, general yard work and loading scrap metal,

The acid loading was up again this week. We worked on the lab phase separation test. We found the main breaker tripped on #3 MCC again this week and we had another power failure.

Nothing on Iikubo with me this week.

Category	Action:
Maintenance	We finished the steps that we were building and mounted hand rails on them. We put the heads back on the R-3 reactors to keep as dry as we can while waiting for start up. We worked on the new loading hoses at the HCL rail racks. We received the new bolts but still need a few pvc tees to complete this job. We purchased a new a/c for the #3 MCC and installed it. There was a water proof box mounted on the outside wall of the control room for the battery charger that goes to the golf cart. This was done to protect it from the weather. The box came out of the warehouse. The general yard work that was done this week was: mowing, weed eating, filling in holes that washed out during the recent rains and road grading. We loaded up one load of scrap metal

	this week. They picked up one. They now owe us for four loads. I called about the money that they still owe us and they said they have a net 30 to pay. My calculation shows that they still owe us about $20,000 as of today.
Power Dip	We did have another power dip this week. It seems we have one every time it rains hard and the wind is blowing hard.
Loading/Unloading	• Loaded 13 HCL trucks • Unloaded 11 HCL trucks • Unloaded 0 rail cars of HCL • Loaded 1 waste water truck
Lab Testing/Phase Separation	We ran two tests this week. The test we ran on Monday was on the 30% conversion and it did not separate. We ran out of 133a. I was trying to stretch this as far as we could hoping not to have to order any more of it because of the cost. I waited too long and we ran out a lot sooner than I thought we would. We got it ordered Tuesday and it came in Thursday afternoon. We did another 30% conv. Friday and it also did not separate. This makes five times that the 30% would not separate. This is enough proof for me that it will not separate at -50F. It is time to try 27% or 28% since we also know 25% will work at -35F.
For the week of June 16, 2008	(1) General maintenance. (2) Phase test in the Lab. (3) Loading (4) Scrap metal. (5) Start cleaning the plant out.

Evert, I didn't have any contact with Iikubo or Steve Owens this week.

I had several conversations with Clean Harbors (Jeff Jeffers) about the first price quote they gave us to dispose of the totes. The first one would have been well over $100,000.00 and it was going to be a cost plus deal where it could cost us a lot more. I told them that it was not acceptable. We are a small company and we just cannot afford to leave ourselves hanging like that. They finally got back with Scott Hill with another bid Friday. The best

I can calculate it will cost us about $48,000.00 to get this mess out of here. It has been in the plastic totes a lot longer than I intended it to be. If you can remember I told the board I thought it could cost as much as $150,000.00 and Ronnie said $4.00/# which would be $250,000.00. I am sending you a separate email with both quotes from Clean Harbors. The quote states that it is net 15. I talked to Jeff Jeffers about this also and He said that it would be 60 days before they would bill us and that would not go out until after they receive the totes. Since the Rineco deal fell through, I think we should take this unless I missed something on the quote. Please look over it and let me know what you think. The scrap metal we sold will almost cover this expense.

If you have any questions or comments, please call.

Norphlet Chemical Company

Weekly Report: June 16 – June 22, 2008

Vic Forte

Summary: The general maintenance work done was: mowed grass, graded roads, worked on loading hoses, general clean up and loaded up scrap metal.

The acid movement was really up this week. We worked on the lab phase separation test. We found the main breaker tripped on #3 MCC again and we had another power failure. Started shipping out the totes.

Category	Action:
Maintenance	We started mowing on the grass. We still have a lot to do on this. We had a three inch rain this week that washed out the roads again and they were graded. It also caused another power dip that tripped out #3 MCC. As I mentioned last week, this is getting to be a regular thing. We worked on the loading hoses and replaced some safety locks on them. We loaded up one load of scrap metal this week. We now have two ready to ship out.
Waste Totes for disposal	We shipped out 18 totes to CleanHarbors this week. The remainder will ship on the 26th.
Loading/Unloading	• Loaded 20 HCL trucks • Unloaded 13 HCL trucks • Unloaded 1 rail cars of HCL • Loaded 0 waste water truck • We circulated all of the storage tanks that have J/H acid in them and ran analysis on them at their request.
Lab Testing/Phase Separation	We ran four tests this week. We are learning more and more every week.
Plant wash out	We did not start on this. I am waiting on a load of caustic due on the 26th.

For the week of June 16, 2008	(1) General maintenance. (2) Phase test in the Lab. (3) Loading (4) Scrap metal. (5) Ship remainder of totes. (6) Receive a load of caustic. (7) J/H visit and meeting.

If you have any questions or comments, please call.

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June 30, 2008

To: Evert Talbot

Subject: Norphlet Chemical Report of Activities from June 23, 2008 – June 30, 2008

Steve Owens and Iikubo Progress

Steve, from previous discussions, said that there was a debate between he and Iikubo regarding the "scaled down" revamp capacity and the exact plant configuration. He said that he thought that he would have it worked out with Iikubo for my review on Thursday, June 26. I spent the day with Steve and we made the marked up modification to the P&ID's for Steve's C.A.D. draftsman, Joe Grenade. Steve said that they might have the modifications done by the end of last week.

I thought that this was an ambitious schedule but I thought it worth the trip to Wartrace on Friday and Saturday to stay on top of things. Iikubo returned from overseas and went to Steve's office on Wednesday, June 25, to get the final process issues settled. According to Steve, Iikubo and he are in agreement as to the recommended maximum NCI equipment reuse case. The projected NCI capacity for this case is estimated to be 13.4 MM (million) lbs per year of R134a.

Mr. Iikubo stayed until mid afternoon on Thursday in order to visit with me and confirm the agreement on the design. Iikubo said that he would be talking and negotiating with Evert on the Interim Engineering and Phase II work. Steve indicated to me that Iikubo wanted to tie the two project steps together. However, Steve did not elaborate since he wanted to leave that aspect to Iikubo and Evert.

Due to the fact that Iikubo took up two days of Steve's time, Steve was not as far along as he had indicated that he would be. The final P&ID revisions were not complete. The agreed upon PFD's were to be completed by Iikubo based on Wednesday's discussion with Steve. I did receive both 20% and 25% conversion simulation cases for review. Steve had also completed the purification section (back end) simulation, which was the first time that data had been made available to us.

I received a detailed valve list, which was done by Joe Grenade, per Steve's request. Steve was still working on the instrument list, along with the P&ID modifications. As I mentioned earlier, I thought that Steve's proposed time schedule for completing the components by the end of last week was an unrealistic goal. However, he did make considerable progress in light of his meetings with Iikubo and me.

Steve was going to be out the first part of this week and on July 4th. We have tentatively scheduled my return visit to his office on July 7-9. Steve anticipates that that the majority of the components will be complete by this time.

Phase Separation Testing and Results

Our previous work indicated that the 30% conversion case resulted in a 134a concentration that we could not get to separate in the lab. We have since backed down to a 25% conversion case and a 20% conversion case for which we have reasonable results. Since we desire to remove as much of the HF for recycle as possible, we not only are looking for phase separation but also a minimal amount of HF in the organic phase 133a/134a. This will mean that we have less HF to remove from the 134a in the water wash column.

Steve Owens, with Iikubo's input, has reduced the HF to 133a molar ratio from 10:1 to 6:1 in order to increase the contact time in the vapor phase reactors. This has resulted in new equilibrium values of 134a, 133a, and HF for phase separation testing. This change has resulted in higher temperature phase separations, which will offer favorable operating conditions. We are in the process of producing new phase purity numbers, based on the revised molar ratio. These preliminary numbers also look to be improved. The actual purity numbers will be inserted into Steve's model in order to make the final design runs.

Chemical and Metals Industries, Inc. Preliminary Report

We have received a preliminary report from Richard Angstadt concerning the liquid phase testing. He concluded from the pilot work that we could obtain 93.6% conversion with 0.7% disposable by-products and 87% conversion at double the space velocity. The report did not give a by-product percent at the higher flow rate.

I am in the process of dissecting the report in detail to see if any of the data would be useful in our current plan to go with the vapor phase technology. There is some corrosion data that might be useful for some of the condensers.

I will give the document further review and will include the information in subsequent reports, if it has any pertinence to our decisions.

If you have any questions, don't hesitate to contact me.

Ronnie

Norphlet Chemical Company

Weekly Report: June 23 – June 29, 2008

Vic Forte

Summary: The general maintenance work done was: mowed grass, graded roads, general clean up, loaded up scrap metal, inspected PP-05, built a support for the PVC pipe at the waste water tank, worked on a vent line at the truck loading rack and installed several blinds in lines in the process area.

The acid movement was a little slower this week. We worked on the lab phase separation test. Shipped out the remainder of the totes. Started washing out the plant.

Category	Action:
Maintenance	We mowed grass, mainly bush hog work.
	Again we grated the roads. Did some general clean up, cleaned the shop. We loaded up one load of scrap metal this week and shipped out one load. PP-05 pump was making a loud noise. Pulled the pump and inspected it. Found nothing wrong, put it back together and is running fine. ???? This is the pump we are using to unload the HCL trucks with. We built a support for the PVC loading line at the waste water tanks. This line was swaging and needed more support under it. We replaced the vent line hose at the truck loading rack. The hose was pinched causing a restriction. We installed several blinds through out the plant to make sure the water is

	isolated from any line or vessel that we don't want water to inter. This is just extra protection other than the block valves.
Waste Totes for disposal	We shipped out the remainder of the totes (9) to Clean Harbors
Loading/Unloading	• Loaded 7 HCL trucks • Unloaded 7 HCL trucks • Unloaded 1 rail cars of HCL(20o) • Loaded 1 waste water truck
Lab Testing/Phase Separation	We ran five tests this week.
~~Plant wash out~~	~~We started washing out the plant this~~ week getting ready for construction.
For the week of June 16, 2008	(1) General maintenance. (2) Phase test in the Lab. (3) Loading (4) Scrap meta (5) Wash out plant.

If you have any questions or comments, please call.

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July 7, 2008

To: Evert Talbot

Subject: Norphlet Chemical Report of Activities from June 29 – July 5, 2008

Meeting with Hunt Guillot on Tuesday, July 1, 2008

We had a "kick-off" meeting on Tuesday, July 1, 2008 in order to get Evert's and Vic's opinion of Hunt Guillot & Associates, as well as, have discussions on the framework of the project execution. They (Hunt Guillot) seem to have a number of qualifications that make them the logical choice for our revamp work:

1. They have the time and the people available to do our work.
2. Their rates are cheaper than their Gulf Coast counterparts (Baton Rouge and Houston).
3. They seem anxious and ready to do the work even to the extent that Trott Hunt, President of Hunt Guillot & Associates, sat in on parts of our meeting(s).
4. They have an above average reputation in the industry based on the amount and diversity of their project load.
5. They are close (Ruston @ 60 miles away) so their overhead expenses and response times should be better than other more distant engineering companies.

Evert, Vic, and I are reasonably impressed with Hunt Guillot & Associates. We agree that they are the best choice for the job considering our other alternatives.

We discussed a general framework of an agreement in order to initiate the work. Trott Hunt suggested an initial Purchase Order (P. O.) and task approach in order to allocate people and to get started immediately. We agreed with this concept and that we would discuss it and get back with them the next day, Wednesday July 2, 2008, with a P. O. for the initial work scope. We also agreed to have an engineering kickoff meeting on July 3rd (Thursday morning) to further review the project details.

Initial Purchase Order to Hunt Guillot & Associates

We decided to initiate the Purchase Order in phases in order to control cost and verify performance. We issued the P. O. on Wednesday, July 2nd, 20008 in the amount of $100,000.00 to cover:

1. The cost of a 3D autocad "as built" plant isometric model based on a Hunt Guillot & Associates proposal at our request
2. Initial process work for developing a simplified descriptive PFD based on the Preliminary Fluoromer P&ID

Both of the documents are needed as a basis for the revamp for the piping equipment changes.

Meeting with Hunt Guillot & Associates on Thursday, July 3, 2008

Thursday

~~On Friday July 3, 2008, Vic and I met the Hunt Guillot project team in order to~~ get to know them and have an in depth discussion of the project work. The assigned Project Manager for our job is Aaron Bowling and James Kieffer, the Process Engineering Manager who was present will provide technical assistance.

We discussed the 3D Autocad proposal and the execution plan for the field work in the plant. We did discuss and confirm that after completion that we could take out equipment and make modifications as needed for the new configuration.

I spent most of the morning going over the Fluoromer P&ID's in great detail. We went over the fourteen (14) pages of drawings so that Aaron and James could understand the flow and intent of the revamp. The system seemed very new to them so it will take them a few days to become comfortable with the Fluoromer process.

Phase Separation Testing Results

Steve Owens has analyzed our phase separation data and has some concern about the amount of organics, particularly R-134a, that is in the HF recycle layer from the initial test results. A buildup of R-134a in the HF recycle loop could increase the 134a concentration enough to cause phase separation problems. In light of this possibility Steve has requested us to re-run the latter successful phase tests and do additional testing on the organics in the HF phase.

We were able to complete two of the additional tests last week and these have been transmitted to Steve Owens for analysis. The additional test run(s) needed should be completed this week or next week. Steve will use the data as an empirical phase separation model for insertion into the Chem Cad Simulation Model that generates the mole balance of components.

Telephone Discussions with Charles Hayes of Systems Contracting

It is now time to start thinking and making contacts regarding a mechanical contractor to accomplish the revamp work. The two local companies are Systems Contracting and Milam Construction Company. Systems would be the contractor of choice because Milam is mostly regarded as a civil and pipeline contractor. There are some payment issues with Systems that will need to be addressed if they wish to be considered.

In order to determine the interest level and general attitude, I gave Charles Hays, the President of Systems Contracting, a call last Thursday in order to potentially set up a meeting with him. He readily took my call and was very cordial and interested in our progress. He indicated that they are very busy and committed, but that he would like to take a look at their manpower to see if they could be of help.

He said that he would like his son, Chuck Hays, to also assess their work load and be involved in a face to face meeting. He agreed to get back with me the latter part of this week about a meeting after he and Chuck evaluated their commitments. There was no mention of payment terms or outstanding monies. Charles indicated sincere interest in seeing that we are successful.

Engineering Support Trip to Steve Owens' office in Wartrace, TN

I will be in Steve Owens' office part of this week in order to give Steve our complete support in finishing the design details of the revamp. We will be working primarily on equipment sizing and checking the information already generated for accuracy.

Evert and I will also be working on the Phase II proposal to Iikubo.

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July 14, 2008

To: Evert Talbot

Subject: Norphlet Chemical Report of Activities from July 7 – July 12, 2008

Engineering Design and Evaluation of Vapor Phase Fluoromer Process

The week of July 7 – 12 was spent in Wartrace, Tennessee with Steve Owens. It was a long grueling week with my getting back to Alexandria, Louisiana at 10:00 pm on Saturday night.

We completed the basic design of the new vapor phase processing scheme proposed by Iikubo and Steve Owens. It was a difficult, but productive week in which we completed the ratings and sizing on the four (4) distillation columns.

We developed preliminary heat exchanger rating and design sheets on twenty-nine (29) heat exchangers for the new services. We can now begin to evaluate what we have versus what is available in the used equipment market. This data also gives us a document for new equipment vendors if no existing exchangers are available.

Preliminary pump data sheet were also developed for existing pump evaluations although exact operating conditions need to be set in order to be sure of the fit.

Steve and I went through the new P&ID in order to get a first idea of the equipment that can be reused versus what must be acquired. In total, there will be four (4) distillation columns and we have the bottom section of two of the larger towers. The upper section of the two (2) towers will need to be modified in order to improve capacity and distillation performance. We marked up the P&ID's for modification by his draftsman, but more detailed work has to be done on the exchangers and pumps before a completed document can be re-worked.

There are some more details such as instrument lists, valve list, line specifications, and valve specification which Steve Owens is continuing to

generate. However, this gives us sufficient and considerable data for Hunt Guillot to run with in the engineering evaluation and cost estimate process.

There are a few miscellaneous evaluations such as resizing the Vent Scrubber System and checking the HCl Absorber System for proper size that need to be evaluated but these will be completed after the basic plant design and modification evaluations are finished.

Hunt Guillot and Associates Meeting

A meeting was set up on Friday for Monday, July 14, 2008 at 1:30 pm in order to review H G & A's progress on the 3-D Model work as well as the simplified PFD workup. I will also pass on the information generated by my week in Wartrace for them to begin the process of modifying the existing equipment to the new Fluoromer configuration. This initial work is tedious and time consuming in order to bring them up to speed on "what is" versus "what needs to be." I expect the meeting to take all afternoon.

Phases Separation Testing and Conformation Runs

We completed the first run of the phase testing with the modified analytical tests in order to better define the phases. We ran out of 133a and more was ordered for the additional tests. There was an undetermined problem in shipping and it had not arrived as of Friday morning.

Potential Meeting with Charles Hayes, Systems Contracting

I did not receive a return phone call late last week from Charles Hayes of Systems Contracting about a potential meeting as he and I had discussed by phone. I plan to give him a call Monday or Tuesday of this week in order to assess their interest level and meeting date.

Norphlet Chemical Company

Weekly Report: June 30 – July 6, 2008

Vic Forte

Summary: The general maintenance work done was: loaded up scrap metal, worked on the air compressor, had to do some programming on the DCS control panel.

Loaded and unloaded HCL trucks and cars. We worked on the lab phase separation test. We finished washing out the plant.

Visited with Hunt Guillot twice.

Category	Action:
Maintenance	We loaded up one load of scrap aluminum. It is ready to ship out. The process air compressor went down and would not restart. Brent found a bad contact and a bad coil. He ordered parts on Monday and we received them on Wednesday. We installed them and the compressor is running fine now. We did have to rent a compressor to continue loading and unloading acid. This is also our breathing air compressor if we need it. NOTE- We need a secondary air compressor. When we lose the one we have, we are down and don't have any breathing air other than scott air packs. One of the DCS control panel key pads quit working. Brent had to do some programming on it and got it going.
Visit with Hunt-Guillot	Ronnie, Evert and I went to Ruston on Tuesday and met with H-G. We discussed what we need them to do and the cost. We also discussed

	contract and secrecy agreement. We took a tour or their offices. Ronnie and I went back on Thursday and met more of their people. We went over the P&ID in detail, flow by flow, vessel by vessel. They had several questions about the process. They are going to start working on a workable PFD using the P&ID. They are going to be in the plant on Tuesday July 8 to begin the 3D CAD work on the plant as is.
Loading/Unloading	• Loaded 13 HCL trucks • Unloaded 0 HCL trucks • Unloaded 1 rail cars of HCL
	• Loaded 1 waste water truck
Lab Testing/Phase Separation	We ran four tests this week. We are running more tests (analysis) for Steve Owens. Each test and extra analysis is taking about 10hrs. to complete.
Plant wash out	We completed the plant wash out this week in preparation for the plant rebuild. In doing this the PH was adjusted to 6.0-7.0 with caustic. This produced about two loads of waste water. We reused the water as much as we could, trying to cut down on the amount of water that had to be used. My plans are to wait one week and rewash the plant with just clean water. This should be clean enough to start taking things apart safely. We will put safety flagging up to flag off the areas or vessels that still have HF in them. (AZ-03, TK-03, TK-04, Caustic scrubbers, and the HF storage areas.)
For the week of ~~June 16, 2008~~ 7/1/2008 Date?	(1) General maintenance. (2) Phase test in the Lab. (3) Loading (4) Scrap metal (5) Wash out plant. (6) Work with Hunt- Guillot (7) Check on getting rid of the sodium fluoride.

Evert, I checked on the sodium fluoride % and amount in the plant.
Sodium fluoride- 4500#
HF- 3060gallons/24748#
This is the mixture we have in AZ-03 and TK04 now, the best I can figure.

If you have any questions or comments, please call.

Norphlet Chemical Company

Weekly Report: July 7 – July 13, 2008

Vic Forte

Summary: The general maintenance work done was: loaded very little scrap metal, mowed on grass, started washing plant equipment, disconnected electrical from instrumentation, worked on loading hose and flagged off potential hazardous areas.

Loaded and unloaded HCL trucks and cars. We worked on the lab phase separation. Returned the rented air compressor. Gathered information for Ronnie Jackson.

Worked two days with two Hunt-Guillot engineers.

Category	Action:
Maintenance	
	We loaded very little scrap metal this week. They mostly worked on mowing and bush hogging. The two day guys mow and bushed hogged. These same two guys are helping in the lab with the phase separation testing.(They are both old lab hands) We started washing the plant equipment this week for the second time. We are doing this to make double sure there is no HF left anywhere before any equipment is dismantled. .Brent started disconnecting the electrical for any of the instrumentation that we know will be relocated or moved. We will wash all flow meters, inspect, seal up and put them in storage until time to reinstall. All of the control valves will be treated in this manor also. Just doing a little preventive maintenance.

	We had to work on another loading hose at the truck rack. The cam lock fitting was S.S. material and the HCL had started to work on it. Replaced it with a plastic one. We flagged off all of the potential hazardous areas to help the engineers and contractor identify such places. We did return the rented air compressor Monday.
Hunt-Guillot's visit to the plant	There where two H/G engineers taking some measurements on the process structure. They spent most of two day here doing this Tuesday and Wednesday. This was done to get a base line before they start the auto 3D Cad shooting of the plant.
Loading/Unloading	• Loaded 10 HCL trucks • Unloaded 9 HCL trucks • Unloaded 1 rail cars of HCL • Loaded 1 waste water truck Note- The bottom nozzle broke off the large waste water storage tank this past weekend. The tanks are inside a containment area and every thing was contained, nothing got out. These two tanks we are using are old and brittle. They need to be replaced. The last cost estimate I got on poly tanks was about $1.00/gal. We need Two 10,000 gal tanks.
Lab Testing/Phase Separation	We ran three tests this week. We are running more tests (analysis) for Steve Owens. Each test and extra analysis is taking about 10hrs. to complete. We ran out of lab grade 133a again Thursday. We knew we were getting low and had placed an order the previous week. When we called on Thursday to check on it, they told us it had shipped on Wednesday the day before. As of 4pm Friday, still not here. It is suppose to be here Monday UPS.

information for Ronnie Jackson and Steve Owens.	I spent several hours this week gathering information for R.J./S.O. while they working in Tenn. Equipment sizing and material of construction etc,etc. Faxing back and forth and on the phone several times. This was done so they could size all the equipment out for the rate we are going to run.
For the week of June 16, 2008	(1) General maintenance. (2) Phase test in the Lab. (3) Loading (4) Scrap metal (5) Wash out plant. (6) Work with Hunt-Guillot (7) Check on getting rid of the sodium fluoride. (8) Discuss with Ronnie in length on the P&ID's (9) Board meeting.

If you have any questions or comments, please call.

Vic

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July 20, 2008

To: Evert Talbot

Subject: Norphlet Chemical Report of Activities from July 13 – July 19, 2008

Monday July 14, Meeting with Hunt Guillot

An engineering meeting was held Monday afternoon (July 14, 2008) in Ruston, Louisiana to discuss the progress of the PFD development. Vic Forte and I met with Shaun McKay, Aaron Bowling and Trott Hunt of H. G. & A. We spent all afternoon answering questions and discussing the hardware configuration and control strategy in great detail. I answered a whole list of questions that they had compiled as they now begin to understand the flow and control logic of the new process.

Aaron Bowling (Project Manager) is still playing catch-up in understanding the process, but Shaun McKay seemed to have considerable fluorine experience. He readily understood the answers I gave to his list of process and mechanical questions.

Aaron was due to be out the rest of last week following the Monday meeting. When we asked the question as to who would be "running the show" while he was gone, there was no immediate answer. We quickly realized they had not addressed that issue.

After a moment of thought, Aaron asked us to contact Shaun McKay if we had any questions. I was disappointed with the "pass the ball" attitude that I sensed in the meeting as well as the confusion between Aaron and Shaun about the flow of information while he (Aaron) was gone. As Vic and I discussed various aspects of the meeting on the return trip to El Dorado, it was evident that Vic, too, noticed the same "lack of ownership" attitude.

Follow-up to Monday's Meeting with Hunt Guillot

On Tuesday, July 15, I decided to give Trott Hunt, President of H. G. & A., a call in order to discuss our concerns about project responsibility and continuous direction. Trott's schedule was open early Wednesday morning. I arrived at his office at 7:30 am where he and I had a "heart to heart" talk about my concerns and pushing the project. Our meeting went very well and he (Trott) assured me that they would turn up the urgency factor with the engineers. Personnel (Electrical Engineers) that had been scheduled for the last week in July are now scheduled for this week.

Hunt Guillot also delivered their first pass of the working PFD on Thursday morning, July 17. Shaun McKay, the process engineer, was adding process data to the PFD's on Friday, so much better progress is being realized.

Job Scope and Level of Interest Meeting with Systems Contracting

On Tuesday afternoon (July 15, 2008) I gave Charles Hays of Systems Contracting a call concerning a meeting that he and I had previously discussed by phone. He was very cordial and asked that we meet with Randy White, their Senior Estimator, in order for them to scope out the needed resources.

I immediately called Randy and we set the meeting for 2:00 pm on Wednesday, July 16. Randy thought that they would have the resources for the job and he seemed very interested in doing the work. He even mentioned that they might have people freed-up in two or three weeks if we had any equipment removal that they could get started on. We did not discuss any commercial issues but we did acknowledge that those would be addressed by Evert and Charles Hays.

The meeting was very positive and Randy said that he would look at their resources and talk to Charles about the job. Randy said that he would get back with us on Monday or Tuesday of this week with their answer.

Late last Friday, Charles Hays contacted Evert and said that they wanted the job and that they did have the resources to make it happen. He and Evert agreed to make the necessary financial arrangements early this week to proceed with the demolition and construction.

Discussions with Steve Owens

Steve met with Iikubo part of last week which, of course, took up part of his engineering work week. He is still working on the instrument list, valve list, line specifications, and valve specifications mentioned in last week's report (July 7 – July 12, 2008). The miscellaneous evaluations of the Vent Scrubber design and

the HCl Absorber System are studies that will be done later in the project since they are not on the critical path to completion.

Draft of Fluoromer Phase II *Proposal to Iikubo*

Iikubo generated a wish list for Phase II that he gave to Evert for consideration. We reviewed his ambitious requests and came up with a much more conservative and reasonable counterproposal.

We greatly reduced our counter offer to a more reasonable level plus it would allow us some negotiating room and it would still be acceptable to us.

In summary:

- We agreed to the $150,000 interim engineering fee since a good portion of this money has been spent with my engineering work with Steve Owens.
- We did not propose any of Iilubo's fixed fee amounts for unknown and indeterminate services. We proposed an hourly rate on an as needed basis.
- We did not propose the 10 year $20,000 on-going annual evaluation fee due to the age and potential health of the licensors.
- We reduced the term of the license payments from 10 years to 5 years.
- We remained steadfast on the 2¢ per pound royalty fee since that was Iikubo's proposed number.
- We agreed to the proposed 10% profit on the catalyst supply.
- However, we proposed a Catalyst Supply Agreement and a Projected Yield Agreement in order to tighten up their side of the deliverables with regard to catalyst supply/performance and process yield performance. These are proposed as separate documents yet to be agreed upon.

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To: Evert Talbot
Jones-Hamilton

Date: July 27, 2008

Subject: NCI Report for Week ending July 26, 2008

Evert,

Hunt Guillot and Associates Activities

A number of phone conversations and site visits were made by Hunt Guillot and Associates (H. G. & A.) engineers and technicians. Most of the work centered around the ongoing 3-D Model and continuing the detailed Process Flow Diagram (PFD) development.

The electrical distribution engineers made a site visit in order to become familiar with our power distribution system. They will evaluate our system in light of potential new loads. They will also make a one-line diagram of the existing plant electrical system.

On Friday, July 25, 2008 a progress update meeting was held in Ruston between Vic Forte and me and H. G. & A. project representatives in order for them to present updates on the above activities as well as answer questions that we each had concerning the information generated. We were generally pleased with their progress. We actually got to see the 3-D model of our plant structure and manipulate the various angles of viewing. They have started filling in the vessels and piping which gives us a dimensional picture of the plant that can be modified as necessary for equipment deletions and additions.

There was significant progress on the PFD development work. We continue to add detail to the document, but the first pass is virtually complete and we are now beginning to add equipment information and operating conditions. Shaun McKay, the H.G. & A. process engineer, has done a good job of getting his arms around this proposed new process information, and we came away from the meeting with a preliminary PFD with flows and operating conditions.

We also discussed the financial status and Trott Hunt, President of Hunt Guillot, said that we would be close to using up the first $100,000 purchase order at the

end of next week (August 1). We need to issue another purchase order this week and I would propose we issue it in the same amount. I think we need to change the wording so that we recognize the fact that we are now proceeding on a number of engineering design fronts concurrently and not just the two projects listed in the initial purchase order.

Discussions with Charles Hays of Systems Contracting

It is my understanding that acceptable financial arrangements have been made with Systems Contracting in order for them to proceed with the modifications and construction. They have given us a new rate sheet for Time and Materials work which is significantly higher than what we were being charged previously. We hope to carefully visit with Charles Hays about these differences and hopefully, get some reduction in rates.

I had phone conversations with Charles Hays last week about beginning the equipment removal and mobilization for construction. After considerable discussion, Charles, Vic, and I decided to begin mobilization on Monday, August 11. There are a few cleanout issues that need to be finalized before breaking into the plant equipment. Charles had some questions as to what equipment would be required so we set up a meeting for Wednesday afternoon (July 30th) with Randy White of Systems in order to determine what will be needed.

Signing of Contract with Fluoromer

The contract with Fluoromer, Inc. was signed last week. It was basically the provisions that were listed in last week's report. It did not include any up front or ongoing money other than the interim engineering which we have already mostly spent with Steve Owens. We did, as expected, compromise at a seven (7) year term rather than Iilubo's ten (10) and our proposed five (5) year agreement.

Phase Testing Work

Our phase testing work was delayed this week due to a low inventory of the major blend component, R-133a. At the end of last week, we only had enough R-133a for one more phase test. We decided to hold on to the sample until Steve and Iikubo analyzed the data already generated in case they wanted to make a special run. With the Iikubo contract work and Steve Owens being out of the office until Friday, we received no additional phase testing instructions from them.

We were having delivery problems in getting more test quantities of R-133a with quoted deliveries being about three (3) weeks and at a very high price. Late last

week we were able to purchase a full 18 lb cylinder of R-133a at a more reasonable price with a three (3) day delivery. It should be at the lab by the middle of this week.

Engineering Work by Steve Owens

Steve Owens was out part of last week with his wife. He did send me the pipe and valve specifications to be used for the design - all 212 pages of them, which I passed on to the H. G. & A. engineers. Steve Owens told me that it was an excessive amount of information, but that I needed it all due to the cross referencing between sections. I have started wading through the document in order to understand its content.

Discussions with Richard Angstadt of Chemical and Metal Industries, Inc.

I talked with Richard Angstadt on two occasions concerning the cost of doing some contract low temperature phase testing for us. This testing would be for the purpose of confirming the bench scale testing that we are now doing, but on a larger scale. On both occasions, he said that he would have to talk with Dr. Darrell Coons, his lab supervisor, and that he would have to get back with me. I did not hear from him although I do know that he had a visitor, Bill Gumprecht, (the Dupont expert) for part of the week.

Norphlet Chemical Company

Weekly Report: July 21 – July 27, 2008

Vic Forte

Summary: The general maintenance work done was: mowed grass, replaced valves and piping due to leaking valve on TT-11. Temporarily repaired the waste water tank.

Transferred some raw material around due to the minor leak.

Hunt Guillot visits and work.

Got an estimated price quote on two new waste tanks. Also got a price quote on a 6000 gal. carbon steel storage tank. Ordered a backhoe for rental to repair leaks and to re-dig a drainage ditch.

Ordered some 133a for the lab testing.

Loading and unloading HCL trucks.

Category	Action:
Maintenance	Again they worked on mowing and bush hogging. We had to replace a valve and re-install the suction piping on TT-12 & TT-13 so we could transfer the distilled product and raw material out of TT-11 due to a leaking valve on top on TT-11. We did get the leak on the south waste water tank temporarily fixed by taking out the busted PVC fitting on the bottom and replacing it with a carbon steel fitting. This will be o.k. as long as we don't let the tank get on the acidic side. Since the tank is inside a retaining wall, there is no chance that the water will go to the ditch unless someone opens the drain valve to the ditch, leaves it open and the waste water tank nozzle breaks again. I think it will be safe for a while unless more than one thing goes wrong. We had to transfer the distilled material that was being stored in TT-11 to the

	TCE storage tank due to a leak on a valve on top of TT-11. The leak was on the side of the valve body on the two inch vent line on top of TT-11. It had HF seeping out of it. The leak was minor enough the VC hose going to the scrubber pulled enough vacuum on it to contain the leak. NO mitigation water was used. This leak was very minor but would have only gotten worse. We had no choice but to take the material to the TCE storage tank. We will be working on getting TT-11,12 & 13 re-valved and back in service in case we have another incident such as this one we had this past week.
Sodium Fluoride	As it stands right now we are going to store the sodium fluoride in TT-13 as soon as we can get it dried and back together unless someone comes up with a better plan than this one. I asked Ronnie and the foremen about this and they all have agreed that this is okay and have not had a better solution as of today. We only have about two weeks to get the sodium fluoride out of the plant and washed up before the contractors show up.
Hunt-Gullet's visit	Friday, Ronnie and I went to Ruston to visit with H/G to go over their progress and to go over the PFD's. This visit was a lot better one than the one the week before. We did get a (not complete) 3D drawing of the structure and one of the process up to the point that they had gotten to Thursday the 24th. We also got a PFD on the process that was fairly complete with the exception of the cooling water flow, the chillers and the hot oil system. Shaun Mckay will be in the plant Thursday the 31st to do the drawings on the three things I

	mentioned they lack on the PFD's They have already been in contact with Entergy about the electrical supply coming into the plant. They plan to talk again on Monday. The 3D auto cad guys worked in the plant Monday thru Thursday this week. (4 days) Ronnie will talk more in detail about the H/G visit to Ruston we had and where they are at and what they still have to do.
Loading/Unloading	• Loaded 13 HCL trucks • Unloaded 2 HCL trucks • Unloaded 2 rail cars of HCL • Loaded 0 waste water truck
	Note- We did get an estimated price quote on two new waste water tanks.(~$16,500.00 each)
Lab Testing/Phase Separation	Scott Hill found someone that had some 133a in stock would sell it to us but we had to purchase 18.25#,s at $191.00/#. It should arrive this Friday. This is much better than the 4 to 6 week delivery the other supplier had given us.
Used storage tank	Ronnie found a used, carbon steel storage for the sodium fluoride. We may not need it now, but it is a very good buy. It is a 6000gal. 200psig rated carbon steel tank that is guaranteed, for $4900.00. If we go ahead and purchase it, we can use it in the new process.
Mitigation water leaks	I ordered a backhoe to be delivered Monday so we can start working on the mitigation water leaks and to dig out our drainage ditch.
For the week of July 28, 2008	(1) General maintenance. (2) Loading (3) Work with Hunt Guillot (4) Sodium Fluoride - Talk with the foremen again about best storage possibilities. (5) Mitigation water system

	(6) Start getting TT-13 ready for use.

If you have any questions or comments, please call.

Vic

Norphlet Chemical Company

Weekly Report: July 14 – July 20, 2008

Vic Forte

Summary: The general maintenance work done was: Shipped out two loads of scrap metal, mowed on grass, finished washing plant equipment, disconnected electrical from instrumentation, graded roads,

Loaded and unloaded HCL trucks and cars. We worked on the lab phase separation.

Hunt Guillot visits and work.

Category	Action:
Maintenance	We shipped out two loads of scrap metal, one small load of aluminum and one large load of carbon steel. Worked on mowing and bush hogging. Also graded the roads We finished washing the plant equipment this week for the second time. .Brent continued disconnecting the electrical for any of the instrumentation that we know will be relocated or moved. We will wash all flow meters, inspect, seal up and put them in storage until time to reinstall. All of the control valves will be treated in this manor also. Just doing a little preventive maintenance. We have developed a sizeable leak on the mitigation water system under ground that needs to be fixed. We will look at it this week to try and determine what needs to be done to repair it.
Hunt-Gullet's visit	Monday Ronnie and I went to Ruston to visit with H/G to go over their

	progress and to go over the P&ID after Ronnie had spent a couple of days in Tenn. With Steve Owens. This visit was a good one with a lot of information exchanged back and forth but was also disappointing at the same time. Ronnie went over the P&ID's in detail and they went over their PFD's that they had done off the first set of P&ID's that Ronnie had left them the previous week. We found several arrows on the PFD's that they had done, but this is to be expected the first time through them. ~~I did ask them a few question about~~ went they where going to get started on the 3D cad shooting and when they expected to send their Electrical ~~engineer to the plant to do a survey.~~ They told me they would try to start on the 3D cad next week sometime and I ask could they start this week. They told me they would try. The answer they gave me on the electrical engineer was they had plans to send Him up the week of the 28th. Ronnie asks me on the ride home what I thought about the meeting. I told Him the amount of work we had gotten done was a little disappointing, but I was very disappointed in the attitude that I had sensed from them, that they might not realize what time means to us. I told Ronnie that He or Evert or both need to go visit with Trott Hunt him self and make sure He understands that we can not wait around. Ronnie did go Wednesday and talked to Him and explained to Him how urgent that this is. They showed up Thursday and started shooting the 3D cad.(4 men)
Loading/Unloading	• Loaded 23 HCL trucks • Unloaded 11 HCL trucks

	• Unloaded 2 rail cars of HCL • Loaded 1 waste water truck Note- I talked to Nelson Ablell about two new tanks for the waste water and He is going to give us a cost estimation on them as soon as I give Him the dimension on what we need.
Lab Testing/Phase Separation	We only ran one test this week due to only having enough 133a for two test. The 133a did come in Monday as we expected it would. We ran one test and are saving enough to run one more test when Ronnie and Steve let us know what they want to run. We are also waiting to see if Iikubo is coming to witness a test run. As I mention last week our supplier has no more 133a on hand and said it would be 3-4 week before we can get any more. So far they are the only ones we have found to supply it. We are still looking.
Sodium Fluoride	I have had no luck in locating a tank to rent or purchase to store this product in until we find a home for it. Jessie Specter did call me back, and He has two tanks that will work, but are priced extremely high for what we need. I will talk to Him today and see what we can come up with. Ronnie said He might know of some other tanks that are available also.
For the week of July 21, 2008	(1) General maintenance. (2) Phase test in the Lab. (3) Loading (4) Get information to Nelson on the waste water tanks. (5) Work with Hunt-Guillot (6) Check on getting rid of the sodium fluoride. (7) Sodium Fluoride storage (8) Mitigation water system

If you have any questions or comments, please call.

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To: Evert Talbot
Jones-Hamilton

Date: August 4, 2008

Subject: NCI Report for Week ending August 2, 2008

Evert,

Since I was vacationing with my family last week, the following activities are primarily from phone contacts and follow-ups concerning the various project activities:

Hunt Guillot and Associates Activities

On Monday, July 28, 2008, Aaron Bowling, the H. G. & A. Project Manager, wrote me a letter concerning the Project Deliverables and the engineering cost to complete the Plant Revamp Cost Estimate. He estimated the remaining H. G. & A. engineering cost to finish the Cost Estimate Phase of the work to be $175,000 and that it should be completed by the end of August.

On Thursday, July 31st, Shawn McKay, Aaron Bowling, and Trott Hunt made a "stop by" visit at Norphlet Chemical. Shaun McKay stayed longer to gather utility data – information which was not a Fluoromer deliverable.

Discussions with Systems Contracting

A meeting with Randy White of Systems Contracting was rescheduled for Tuesday, August 5th, in order to discuss and evaluate the equipment for the construction mobilization which is scheduled to begin next week.

Phase Testing Work

The phase testing experiments are on hold while waiting on the delivery of the cylinder of R-133a. We also have not received any direction from Iikubo and/or Steve Owens about the testing required. During a conversation with Steve Owens last week, he indicated that he wanted to discuss the remaining testing with me on my Tuesday, August 5th through 8th, trip to Wartrace.

I have not heard from Richard Angstadt concerning C&MI participation in the phase separation work. I will give C&MI a call while I am at Steve's to see where that stands.

Engineering Work by Steve Owens and Iilubo

I did not receive any additional engineering documents from Steve Owens or Iikubo last week. Iikubo owes us their version of the PFD – Mole Balance which Iikubo generally generates. It is my understanding that Iikubo has been out of the country but is due back the latter part of this week.

I am scheduled to work with Steve Owens in Wartrace Wednesday, August 6th through Friday, August 8th on equipment sizing and reuse. We will be "proofing" the P&ID's and equipment list for accuracy and consistency. From this work we should get a realistic idea of the equipment reuse versus new or used additions and/or replacements.

Norphlet Chemical Company

Weekly Report: July 28 thru Aug. 3, 2008
Vic Forte

Summary: The general maintenance work done was: Dug up the mitigation line leak, cleaned up shop, started pulling control valves, level indicators and pressure indicators.

Worked on TT-13 in preparation of temporary storage for the sodium fluoride.

Systems Contractors

Hunt Guillot visits and work.

Received the 133a for the lab testing.

Loading and unloading HCL trucks.

Category	Action:
Maintenance	We dug up the mitigation line at the leak and found the problem at a joint where one of the sealant gaskets had blown out. We had to order the parts from Little Rock and plan to repair it Monday. They have pulled several CV, LI and PI's throughout the plant. They are in storage at the shop. This is to protect, clean, and repair them before reinstalling as we revamp. We started getting TT-13 ready for us to go inside to finish cleaning and to make sure it is dry and ready to receive the sodium fluoride for temporary storage. Again, this is the quickest tank we can get ready hoping to have the sodium fluoride out of the unit before Systems arrives and begins work. We have the air mover on the tank and have all the safety equipment ready for

	us to enter the tank.
System's Contractor	Randy White called at 11am Monday the 30th and wanted to talk to Ronnie. I told Him Ronnie was out of town until Next Monday and that I knew what He wanted I would help Him. He told Me his boss said to talk to Ronnie. I told Him again I would be more than glad to help Him that Ronnie had ask me to show him what He needed to know. He told me that He would get back with Me. Have not heard from Him as of 8am Aug. 4. ~~Thursday (8-31) Systems Safety~~ Director (Todd McBrayer), and their Assistant Safety Director (Jeff Machen), came to the plant to talk ~~about HF and general safety.~~ Dale and I told them about HF and talked safety. They seemed to be very satisfied with how we are going to handle things. They were at the plant for about an hour.
Hunt-Guillot's visit	On the 3D auto cad shooting, HGA only worked two days. Four men worked on Tuesday and two men on Wednesday. They emailed the graphics on where they were as of Thursday on the pictures of the process plant. Thursday, Aaron Bowling, Trotter Hunter, Shaun McKay and two instrumentation engineers came to the plant to talk, look around, and do some drawings on the utilities side of the plant so they can add them to the PFD's Aaron and Trotter came to talk about the next P.O.

	Shaun did the drawings and the other two walked around with Brent looking and getting information on the E&I side. Shaun also asked some questions on the technical side that Ronnie and Steve Owens will have to answer. They plan to call Shaun when they get together in Tennessee next week. I got the newest set of PFD's from them on Thursday. I gave them a copy of our present equipment list so they can start looking at what we have and what we can reuse. I also gave them a copy of our storm water permit and a copy of our air permit to see what will have to be upgraded. I talked to James Felton who said the air permit will have to be upgraded. He needs to apply for this as soon as Ronnie and HGA know what our emissions will be. James said the State of Arkansas works slowly on this and we need to make sure we have them before start up.
Loading/Unloading	• Loaded 16 HCL trucks • Unloaded 0 HCL trucks • Unloaded 4 rail cars of HCL • Loaded 1 waste water truck
Lab Testing/Phase Separation	The 133a came in Thursday and we have the dry ice ready to go on the next test. Waiting on instructions.
Used storage tank	Ronnie found a used, carbon steel storage tank for the sodium fluoride. We may not need it now, but it is a very good buy. It is a 6000gal. 200psig rated carbon steel tank that is guaranteed, for $4900.00. If we go ahead and purchase it, we can use it in the new process.

	NOTE-Per Ronnie's recommendation, I told the vender we want to purchase this tank.
For the week of August 4, 2008	(1) General maintenance. (2) Loading (3) Work with Hunt Guillot (4) Continue getting TT-13 ready for use. (5) Lab phase separation test (6) Fix the mitigation leak.

Evert, I went ahead and put Dale Singleton on straight days working with me for extra help getting ready for Systems. I will also put Keith Townley on days when Systems does arrive for work. It will take both of them to watch every thing to make sure everything is ready to go and is safe to work on each day. We will also need the Maint. personal I have been talking to you about to help coordinate and watch the daily work that is being performed. This needs to be someone that knows welding, the welding procedures and the ins and outs about a full blown plant revamping. Can read blew prints and knows the technical aspect. I have talked to one person. You need to call me and talk to me about this when you have time. I need to get moving on this as soon as possible.

If you have any questions or comments, please call.

Vic

Ronnie D. Jackson, P. E.
P. O. Box 1456
El Dorado, AR 71731

Cell: 318 348 7318 Home: 870 862 7125 Fax: 780 862 8169

To: Evert Talbot
Jones-Hamilton

Date: August 11, 2008

Subject: NCI Report for Week ending August 9, 2008

Evert,

The following is the week in review:

Hunt Guillot and Associates Activities

Now that the 3D Model of the structure has been completed, the HG&A technicians are spending most of the work week at out site adding equipment and piping to the model. We now actually have the structure model on our computer system so we can become familiar with the manipulation of the program. Vic and I think that the completed product will be an invaluable training and safety tool in identifying specific equipment as well as process flow.

We had a lengthy and productive meeting with HG&A engineers on Thursday, August 7, 2008. The NCI participants were Brent Bledsoe, Vic Forte, and I. We first had a brief discussion of HG&A's preliminary results concerning NCI's electrical distribution system. I basically have told them to allow for a 500 hp increase for additional chilling and pumps. They think that additional breakers and switch gear will be required, but no new transformers are necessary – which is very good news due to the cost and delivery.

HG&A also made a detailed and very lengthy list of instruments from the Steve Owens' P&ID's. Brent Bledsoe, NCI's instrument and controls (I&C) guru, attended the meeting because we now must evaluate this new list by comparing it to our existing control valves, metering equipment, pressure transmitters, temperature transmitters, etc. Most of Brent's information on the existing plant is available electronically. This will allow Brent to make a spreadsheet of the existing hardware for comparison and retrofitting the existing hardware to the new process. Brent's initial word to me is that most of what we have can be reused and that this comparison and evaluation should take about two weeks.

Vic Forte and I spent the rest of Thursday in an in-depth discussion of exchanger sizes and metallurgy. Heat exchanger sizes and corrositivity are design concerns for the heat exchange equipment and piping. The high temperature parts of the system should use various alloys such as Hastalloy C-276, Inconel, Monel, and stainless steel.

Most of the original equipment was carbon steel and we are now adding the new vapor phase conversion step. There is great debate in arriving at the proper heat exchanger sizes as well as the proper and safe metallurgy for the service. Continued discussions on the subject will take place next week (the week of August 11) between Steve Owens, HG&A engineers, and NCI representatives in order to reach a consensus of the most cost effective and safe workable solution to the options. Settling these options is necessary for HG&A to be able to cost out the exchanger hardware.

Mobilization Meeting with Systems Contracting Representative

I had a meeting with Randy White and Mike Atkins of Systems Contracting on Tuesday afternoon to discuss the initial activities that they would work to complete. I gave them a possible preliminary list which was to have been prioritized based on my meeting with Steve Owens. Of course, Steve became ill, but Vic and I have some initial tasks identified. It will also take a little time for Systems to set up their office trailer and support equipment.

I gave Randy and Mike a detailed walk-through of the structure and these initial tasks in order for them to mobilize the right equipment. They seemed to understand what equipment was needed in order to "work the structure."

Work by Steve Owens and Iikubo

I did not receive any additional engineering documents from Steve Owens or Iikubo last week. Steve Owens was sick and as of Friday afternoon and Iikubo was still out of the country.

I am scheduled to work with Steve Owens in Wartrace Tuesday, August 12th and Wednesday, August 13th on equipment sizing, metallurgical specifications, and reuse. We will be "proofing" the P&ID's and equipment list for accuracy and consistency. From this work we should get a realistic idea of the equipment reuse versus new or used additions and/or replacements.

Patent Application Discussion with Judd Hammond

I had a lengthy conversation with Judd Hammond last week concerning what and how we needed to begin the patent application process. Judd advised that we should decide which parts of the new process are worthy of patent claims and write those improvements up for filing rather than simply a broad process document. There will be a one (1) or two (2) page process description which will be the lead in to the specific claims.

Judd and I decided that it would be a good idea to discuss this in detail with Steve Owens since he previously had some ideas and suggestions about the areas of the process that are different and unique enough to patent. I will have that discussion with Steve about the potential claims while I am in Wartrace, TN on Tuesday and Wednesday.

Phase Testing Experiments

No phase testing work was done last week. The plan was for Steve Owens and me to get our heads together (at Steve's request) in order to decide what additional tests and/or apparatus modifications would be necessary to prove the HF phase composition. Of course, Steve got sick so we didn't get to have our meeting concerning the testing.

Norphlet Chemical Company

Weekly Report: Aug. 4 thru Aug. 10, 2008

Vic Forte

Summary: The general maintenance work done was: Repaired the mitigation line leak, continued pulling control valves, level indicators and pressure indicators, and repaired two other water leaks.

Worked on TT-13 in preparation of temporary storage for the sodium fluoride.

Systems Contractors

Hunt Guillot visits and work.

Loading and unloading HCL trucks.

Category	Action:
Maintenance	We fix the mitigation line leak. It looked as if the o-ring gasket just blew out. They have pulled several CV, LI and PI's throughout the plant again this week. They are in storage at the shop. This is to protect, clean, and repair them before reinstalling as we revamp. We finished getting TT-13 ready. They went inside and hand cleaned and dried it. They visibly inspected it the best they could. They replaced all the block valves on the tank with new S.S. ones. They replaced the man way gasket with a new one. They installed a rupture disc under the relief valve to prevent any leak-through of the relief valve. The tank was pressure tested, (tested okay) vented down and is ready for the sodium fluoride. We fixed two more under ground water leaks. These leaks were on the city water supply to the shop and rail loading area. The leaks were simple

System Contractors	to repair with 2 inch PVC. Ronnie met with them and they are suppose to be here the 4th to set up their office trailer and start moving in some other necessary equipment.
Hunt-Guillot's	The 3D Auto Cad man worked four days this week. He is almost finished shooting the bottom floor. He said one more day and he will be finished with the bottom floor. It is the hardest one to do; it has about 10 times the equipment on it than the rest of the floors. As He works up it will get faster and faster. *The higher you get the less and less* equipment there is to shoot. There is good news on the electrical. The cost estimate is going to be a lot less. Ronnie will explain more in His report.
Loading/Unloading	• Loaded 14 HCL trucks • Unloaded 5 HCL trucks • Unloaded 0 rail cars of HCL • Loaded 1 waste water truck
Lab Testing/Phase Separation	Waiting on instructions.
For the week of August 11, 2008	(1) General maintenance. (2) Loading (3) Work with Hunt Guillot (4) Add the sodium fluoride to TT-13 from AZ03 and TK04. Then wash and neutralize both. (5) Lab phase separation test

	(6) Work with Systems and start taking equipment out.

If you have any questions or comments, please call.

Vic

Ronnie D. Jackson, P. E.
P. O. Box 1456
El Dorado, AR 71731

Cell: 318 348 7318 Home: 870 862 7125 Fax: 780 862 8169

To: Evert Talbot
Jones-Hamilton

Date: August 17, 2008

Subject: NCI Report for Week ending August 16, 2008

Evert,

The following is the week in review:

Hunt Guillot and Associates Activities

Work continued on the addition of process vessels and piping to the 3D Model. The field work was hampered by two days of rain; however, the office work on the total model development was productive. There was a concentrated effort to "shoot in" all of the major equipment so that the effect of equipment removal could be seen and used in the new equipment placement. This information is needed by HG&A in order to make good decisions for the cost estimate.

For corrosive processes such as this one, the equipment metallurgical choices are somewhat subjective and based on an engineer's prior experience. As expected, we had and are continuing discussions with regard to the minimum metallurgy needed for safe operation. There is a difference of opinion between the engineers involved (Shaun McKay, Steve Owens, and Iikubo) as to what is needed. Through conference calls and face to face meetings, we are working through a consensus of opinion on the equipment on a piece by piece basis.

Vic and I traveled to Ruston early Monday morning (August 11th) in order to sit across the table from the HG&A engineers, Shaun McKay and Aaron Bowling, while on a conference call to Steve Owens to discuss the matter of equipment metallurgy. (Iikubo was still out of town.) My idea was to determine if the HG&A engineers needed to go to Steve's office with me in order to reach the desired consensus of opinion.

We made good progress Monday morning, but did not finish. It was decided that I would go to Wartrace Monday afternoon, as planned, and resume discussions on Tuesday morning via a conference call we set for 9:00 AM. The Wartrace

Conference Call lasted all day (until 6:30 PM), but we completed a "first pass" for the HG&A engineers to use for the cost estimate.

Mobilization Move In by Systems Contracting

The rainy weather prevented Systems Contracting from moving in the first part of last week. We also had some sodium fluoride cleanout work that needed to be completed before we could be comfortable that the unit area was chemical free. It was decided to delay Systems until next week while we continue to monitor and check the system for any problem prior to contractor work.

Work by Steve Owens and Iikubo

I spent Tuesday and Wednesday (August 12 & 13) in Steve Owens' office in order to work on the engineering details of the new design. Steve and I spent Tuesday on the telephone conference call, primarily on the heat exchangers, with Shaun McKay. On Wednesday, we worked on the remaining engineering details of the process along with the phase separation and patent application claims discussed below.

Iikubo did make it back to the U. S. He called us at Steve's office while I was there. He was due to be in Wartrace sometime Thursday, August 14, to discuss the status of the project with Steve.

Phase Separation Discussions

Steve and I had extensive discussions with Darrell Coons (PhD Chemist with Chemical & Metal, Inc.) on Wednesday, August 13, concerning their ability to do additional phase testing for us. Steve is convinced that our phase testing apparatus is giving us bad data in the upper HF phase with regard to the organic content (too much 133a and 134a). Darrell Coons was to think about the problem, talk to Richard Angstadt (C&MI President), and get back with us Monday, August 18, on a recommended course of action.

Patent Application discussion with Steve Owens

Steve and I had a considerable amount of discussion last week on the potentially patentable parts of the new process. Judd Hammond and I thought that Steve's input would be valuable in arriving at the claims that should be patentable. After studying the system, Steve and I think there are three (3) claims that are patentable:

1. The use of 133a as a separating agent for HFC – 134a and Hydrofluoric Acid
2. The recovery of HFC – 134a from mixtures of 134a, 133a, and Hydrofluoric Acid by chilling and phase separation
3. The countercurrent extraction equipment actually used in the process

Norphlet Chemical Company

Weekly Report: Aug. 11 thru Aug. 17, 2008
Vic Forte

Summary: The general work done was: Installed a Relief Valve on PP-08, hooked up a chemical hose from PP-08 to TT-13 and one from AZ-03 to TK-04, mowed grass, installed a culvert and dug a ditch.

Systems Contractors

Hunt Guillot visits and work.

Loading and unloading HCL trucks.

Category	Action:
General work	We had to install the Relief Valve back on PP-08 so we could run the pump to empty the system of sodium fluoride. We hooked up the chemical hoses from AZ-03 to TK-04 and the one from PP-08 to TT-13. These are also to assist in emptying the system of sodium fluoride. I know this seems like an easy task, but it took someone suited up in an HF suit several times over a two day period to get these three jobs done. We emptied TK-04 and AZ-03. This means all of the Sodium Fluoride is out of the process plant and in TT-13 storage tank, which now has all new stainless steel HF block valves on it. We then filled TK-04 and AZ-03 with water and neutralized it with caustic. We then drained them and refilled with water again for an extra wash just to be on the safe side. We also washed the entire process plant with water again this week. The entire process plant has now been completely filled with water and drained three times. There may be some HF

	trapped some where but I don't know how we could have washed the plant any more thoroughly. To get TT-13 ready to receive the Sodium Fluoride, there were several valves, gaskets and blinds that had to be removed, changed or replaced. There was not one HF leak while transferring this liquid. A good, well planned job was done by Dale Singleton and Keith Townley. We also mowed the grass around the office and the guard shacks.
	We dug a ditch and installed a culvert on the road to the waste water trucks loading area. This was to prevent the road from washing out during a heavy rain. We also located the water and sewer hook up, ready for Systems to tie in to. They were buried under some mud and gravel.
Hunt-Guillot's	The 3D Auto Cad men only worked two days this week. We got five and a half inches of rain Monday and Tuesday that kept them from working. They have to use a camera and a computer outside to do this. They did not work Wednesday because we were moving the sodium fluoride around and I did not want to take a chance with them up in the plant. They worked Thursday and Friday and shot all of the vessels to add to the 3D model. Ronnie and I visited with HGA at Ruston on Monday, the 11th about the

	Heat Exchangers and conference call with Steve Owens. Ronnie will cover more in His report.
Loading/Unloading	• Loaded 16 HCL trucks • Unloaded 13 HCL trucks • Unloaded 0 rail cars of HCL • Loaded 2 waste water truck
Lab Testing/Phase Separation	Waiting on instructions.
For the week of August 18, 2008	(1) General maintenance. (2) Loading (3) Work with Hunt Guillot (4) Start working on TT-12, changing the valves, etc. (5) Lab phase separation test
	(6) Work with Systems and start taking equipment out.

Evert, I hired Taylor Williams back to enable us to put Keith Townley on days with Dale to insure every thing is coordinated, safe and ready for Systems.
Taylor—15.00/hr.

If you have any questions or comments, please call.

Vic

COPY

By U.S. Mail and E-mail

May 14, 2009

Mr. David Henry, Secretary
Norphlet Chemical, Inc.
600 MacMillan Drive
Norphlet, AR 71759

Dear David:

I am going ahead and resigning from the Board of Directors of Norphlet Chemical, Inc. and this letter confirms that resignation.

I have appreciated working with you and the other Board members.

I regret that things did not work out for Norphlet Chemical, Inc.

Sincerely,

Robert L. James

RLJ/jf

COPY

By U.S. Mail and E-mail

May 14, 2009

Mr. David Henry, Secretary
Norphlet Chemical, Inc.
600 MacMillan Drive
Norphlet, AR 71759

Dear David:

I am going ahead and resigning from the Board of Directors of Norphlet Chemical, Inc. and this letter confirms that resignation.

I have appreciated working with you and the other Board members.

I regret that things did not work out for Norphlet Chemical, Inc.

Sincerely,

Evert Talbot

ET/jf

COPY

By U.S. Mail and E-mail

May 14, 2009

Mr. David Henry, Secretary
Norphlet Chemical, Inc.
600 MacMillan Drive
Norphlet, AR 71759

Dear David:

I am going ahead as an ex-officio member and resigning from the Board of Directors of Norphlet Chemical, Inc. and this letter confirms that resignation.

I have appreciated working with you and the other Board members.

I regret that things did not work out for Norphlet Chemical, Inc.

Sincerely,

Brian Brooks

BB/jf

NORPHLET CHEMICAL REPORT

Week of August 11, 2008

By Evert Talbot

We heard from Phil Bates with TULSTAR that the hydrofluoric acid agreement they had with MEXICHEM is not going to be honored. This product is still in critically short supply due to the recent power plant outage caused by Hurricane Dolly 6 weeks ago. Sulfuric acid is also a supply problem for dissolving the Fluorospar rock to make the HF. I advised Phil that Jones-Hamilton would officially begin pursuing a source of Hydrofluoric acid on our own for Norphlet. Phil wished us the best of luck and offered to help in any way they could. I have requested official notice of this information from Phil for our records. As it turns out, there never was a binding contract between MEXICHEM and TULSTAR for this acid.

Vic, David and I met with Fred Bates for breakfast at the plant on Wednesday morning. We informed Fred about the CAP on future spending by Jones-Hamilton on the Norphlet rebuilding project. We also discussed the lack of Hydrofluoric acid feedstock as reported by TULSTAR earlier in the week. Fred asked about the progress on consulting and engineering and we brought him up to date on that also. Fred expressed concerns about the community, the bankers and the schools who all seemed to worry about the future of Norphlet. I politely suggested to Fred that he welcome all of them to our CLUB as we all are concerned about Norphlet. He seemed to understand the whole picture.

Vic, David and I met several time at the office to discuss the problems on Norphlet as they pertain to pending bills, FLUOROMER, SYSTEMS and Hunt-Guillot.

On Friday afternoon, Vic, Ronnie and I decided to not push SYSTEMS contracting to begin work on taking down some of the unneeded towers. This decision was made in order to preserve more of the limited cash reserves earmarked for the Norphlet project. There set-up at the plant scheduled for the 11th of this month did not happen due to the relentless rains that hit the area at that time.

Late Friday afternoon Hector Valle, the Sales Manager for MEXICHEM, notified me by e-mail that no Hydrofluoric acid was available from them at this time; however he referred me to Arnoldo de Leon for further discussions on this request. I have e-mailed and called Arnoldo in Mexico to see if his opinion might be any different. He will not return to the office until Tuesday at noon.

I have also placed a call to Greg Jenkowski, Business Manager with SOLVAY in Mexico to see if they might have any Hydrofluoric acid available for Norphlet. At the time of this writing, Greg has not returned my call.

My meeting with the Director of Purchasing for Honeywell is Tuesday the 19th in Baton Rouge. Bob Brochu is from the corporate office and is reasonably well connected with the Fluorine Chemical Group responsible for HF acid and the refrigerants. I will discuss with Bob any interest that Honeywell could possibly have in working with us on supplying HF acid out of their Geismar facility and/or performing any type of tolling for them on 134a.

Iikubo from Fluoromer called Friday night and said we need to be prepared to order the catalyst from him no later then the first week of October. It will take at least 30 days to make the catalyst in Japan. Per Iikubo we will need approximately 40 drums for startup and refill backup. He did not have a price for me on this catalyst at the time of the call.

EVERT

NORPHLET REPORT
Week of August 4, 2008

Evert Talbot

I was not at the Norphlet plant this week but stayed in Toledo, Ohio on other Jones-Hamilton corporate business.

Current refrigerant 134a sales are slowing down as the current automobile and housing markets continue to show lackluster performance. This is expected to continue thru out the end of this year's basic season which falls off in mid October anyway.

Hydrofluoric acid, a major raw material in the manufacture our 134a continues to be in critically tight supply. Lack of sufficient sulfuric acid to make the product is part of the problem. Additionally, during the recent Hurricane Dolly disaster in Mexico, Mexichem lost an entire power grid source and has not been able to produce product up until the beginning of this month. Most refrigerant producers use them as a major source of HF acid but have had to cut back considerably due to this power outage.

Phil Bates with TULSTAR has talked to MEXICHEM this past week. They are not sure that HF acid will be available for Norphlet due to the pending shortages and the availability of sulfuric used to produce the HF acid. I will be talking to MEXICHEM direct this week to make sure we are getting accurate feed back from TULSTAR. As reported earlier and contrary to what we were told by John Garrison, TULSTAR does NOT have a binding contract with MEXICHEM for this feedstock.

For the week of August 11th, we will be having joint meetings and conference calls with Hunt Guillot & Associates and Fluoromer at the same time. These events will take place at the office of Stephan Owens in Wartrace, Tennessee. (See Ronnie Jackson's report attached)

EVERT

NORPHLET CHEMICAL REPORT
Week of July 13th, 2008

Many discussions were held this week with the Ronnie, Vic and David on how to handle and approach SYSTEMS Contracting to take on the Norphlet plant rebuilding. There was concern on the part of both parties about the $320,000.00 past due bill and the note owed to them for the original building of the plant 2 years ago.

The owner Charles Hays called on Monday and spoke with me about taking the job. We briefly talked about the past due funding. During this conversation, he gave me a complete history of SYSTEMS and Norphlet Chemical. At the end of the conversation, he basically committed to taking the job. He had previously talked to Ronnie Jackson about some of the details. On Thursday of this same week Charles sent an estimator to Norphlet to get a feel for the magnitude of the job. Ronnie, Vic and me met with him for several hours.

During our meeting, discussions were held on some of the equipment which could be torn down while we wait on completion of the Engineering stage by Hunt Guillot out of Ruston, La. They were willing and able to get started on this within just a few short weeks. The estimator suggested that 5 to 6 workers would be needed and were available.

After numerous discussions with all parties involved, we ended up giving SYSTEMS the rebuilding job but held back on committing to accepting financial responsibility for the old Norphlet $320,000 past due note. Brian Brooks will continue negotiations with SYSTEM's CFO on this issue. David Henry suggested that we have another local board member consider underwriting this indebtedness for Norphlet.

On a final note regarding the choosing of a contractor, there apparently was no other logical choice in the El Dorado area other than SYSTEMS. The other two contracting companies do not handle chemical process construction. Most of the Norphlet board members are very familiar with Charles Hays and his company and some of them have used him extensively in the past.

Ronnie Jackson and Evert both attempted to contact Judd Hammond Patent Attorney in Baton Rouge this week to officially begin the patenting process for the new Norphlet 134 a design as presented by Fluoromer. Judd was on vacation in Alaska but was advised by e-mail to begin the paperwork immediately. He will work with Ronnie on the initial stage of this process before the end of this month.

On Wednesday night an Executive meeting was held at the Norphlet facility. See notes from this meeting attached from David Henry.

Thursday was the usual Norphlet Board meeting. See minutes from this meeting attached from David Henry.

Friday, Saturday and Sunday was spent negotiating with Yuichi Iikubo of Fluoromer by phone and e-mails trying to finalize Phase 2 of our Consulting contract. Basically we were able to get his acceptance of the latest draft as presented to the Norphlet Board on Thursday. He fought very hard for the "fixed dollar" concept he originally proposed for the different stages of the project. In summary, our version of the contract cut his fees by over 45%. We now have the construction stage and the startup stage fees based on "time & expenses" with Norphlet really controlling WHEN the consultants are needed. (See copy of executed contract attached)

Evert, Brian and David worked on a response letter to the TULSTAR demand document presented to us in Dallas on the 10th of July. Basically we agreed to acknowledge that our mutual contract was still in affect. However we sought exception and further clarification to their paragraph two regarding the status of their raw material stored at the Norphlet plant site. David will be working with Don Dodson on the response letter to TULSTAR. Brian will also be working on an inventory reimbursement proposal for TULSTAR.

EVERT

NORPHLET CHEMICAL REPORT
Week of July 6, 2008
By Evert Talbot

Most of the activity for Norphlet this week was centered on Ronnie's trip to Tennessee to spend more time with Stephan Owen of Fluoromer. Unfortunately this is what we have to do with this group to make sure they stay right on top of the job daily and do so with considerable accuracy. It is also unfortunate that Stephan is not capable of traveling. After talking to Ronnie almost daily, I am sure he too is physically exhausted with this very tedious and final stage of Phase I. (see his report attached)

During this past week, there were more announcements that the Global Warming Bill was further doomed by the current administration since it really does not solve any of the problems the country faces economically. That does not mean that it want come up again next year with a similar play to further phase out more refrigerants on a gradual basis. In summary it looks like the "brakes are on" for the balance of this year.

Judd Hammond was contacted this week to begin work on patenting the current and latest Fluoromer process for Norphlet. This is per the instructions of the Executive committee last week.

The oil patch activity north of Norphlet continues to escalate with more inquires coming in weekly for purchases of hydrochloric acid. For Jones-Hamilton, most of this oil patch business is being serviced by SKYLINE Chemical. We continue to look for an economical outlet the HF/sodium fluoride solution which will not be required for the new plant process. The quantity is about 4000 gallons.

The Phase II contract for Fluoromer is currently being drafted by Evert and Ronnie and will be reviewed by Bob James, Brian Brooks and David Henry prior to submitting to the Norphlet Board on July 17th. Iikubo's e-mail with suggested fees for the interim stage, the engineering and construction stage and related catalyst commissions was absolutely ridiculous and well beyond our affordable means. This will be a very tough negotiation with him. I am sure he will try to hold us hostage over the catalyst sourcing but we want let that happen.

Brian Brooks, David Henry and Evert met with TULSTAR in the Dallas Airport last Thursday. Present for Tulstar was their owner and President Mark Nagle and the CFO Elaina. Apparently they were very upset with Norphlet's verbal response that the contract was really not in effect since we were not in production. The question was raised about their $270,000.00 in raw material cost that was still not converted to 134a. They are requesting reimbursement for this cost at a gradual pace during the coming months. We were presented with a "demand letter" from their law firm but were told that the spirit of the friendly meeting in Dallas would prevail. Evert will give a full report on the sequence of events and possible solutions to this problem at the Executive meeting on Wednesday night.

NORPHLET CHEMICAL REPORT
Week of July 1, 2008

By Evert Talbot

A meeting was held at the office of Hunt Guillot & Associates Tuesday afternoon in Ruston, Louisiana. Present for Norphlet was Ronnie Jackson, Vic Forte and Evert Talbot. There were 5 other attendees representing Hunt Guillot including the owners and our sales contact Stephen Blackwelder, PE the business development manager. This was basically an introductory meeting where some of the main objectives and the scope of their work were discussed in detail. (See Ronnie Jackson's report attached)

I left the meeting very satisfied with this first gathering, the reception and the obvious credentials that this firm demonstrated. We spent considerable time explaining to the group why timing for the completion of their work was so important to Norphlet Chemical. They clearly understood and offered several ways to shorten the project without sacrificing quality of the work.

A meeting was held with Vic Forte on Wednesday for discussions on disposing of our sodium fluoride/HF solution which will not be required for the future. The unit for this part of the old process will be removed but we must get rid of this solution first. I will try to market the 4000 gallons to the local oil patch.

Vic and I also discussed the possibility of hiring a new maintenance foreman prior to start up. At the present time we do not have any maintenance personnel. Vic has several options which we discussed. He might fill the position from the present crew and replace the individual chosen with a regular lower paying maintenance hand. He was given approval to begin his search and make a decision as soon as possible.

Mark Nagle and Phil Bates both called during the week to discuss details of our meeting with them in the Dallas airport on Thursday of this week. Brian Brooks and David Henry will accompany me on this meeting. We will be discussing the liquid assets or raw materials on hand at Norphlet which technically belong to Tulstar. We will also have further discussions on increasing the "tolling fee" for 134a from .51 cents to a range of .70 to .85 cents. David Henry is working on a detailed pro-forma for these discussions. Simply put, the overall cost of building and keeping Norphlet open plus paying all of the bills will end up costing more than double what was originally planned. We will probably suggest a cost sharing concept with Tulstar that starts with a new and higher base tolling fee plus a formula that addresses the changing selling prices of the refrigerant.

Last but not least, Mark wants to talk about the pending Sinochem inquiry. At this point nothing is happening with them. I have strongly encouraged all parties to sit tight and let them come to us if they still have a genuine interest in securing part ownership of Norphlet.

Later in the week, we began having tentative discussions with Fluoromer on some of the terms and conditions of Phase II of their consulting contract. Ronnie, David, Vic and

Brian will continue to work on this document as the week progresses. At the present time Ikubo is in Korea reviewing catalyst availability and working on a small consulting project.

Ronnie Jackson was authorized to make the initial contact with the owner of SYSTEMS Contracting in El Dorado to see if they had an interest in the building stage of Norphlet. The financial details of using this company if they are interested will be left up to Evert, David and Brian. At the present time, Norphlet still owes SYSTEMS $320,000.00.

Ronnie Jackson will return to Steve Owens office in Tennessee this week for the final work on phase 1 documentation including the corrected P&ID's.

We expect to see the Hunt Guillot crew at Norphlet on Tuesday of this week.

I received a second letter today from Judd Hammond our patent attorney in Baton Rouge. He finally received the documentation needed to further clarify that our new proposed process does NOT violate any current patents. Judd still thinks that this process we now have should be patented by Norphlet.

EVERT

Norphlet Chemical Report
Week of June 22, 2008

By Evert Talbot

This week at Norphlet began on Tuesday with a visit from Brian Brooks of J-H. Rick Elwood, a J-H board director and 2 bank executives from First Third Bank out of Toledo, Ohio. They toured the Norphlet facility with Vic Forte. Later in the day, they all heard a general outline of where the Norphlet rebuilding project stood at this time. We also reviewed the 134a market as well as the current status of hydrochloric acid marketing.

In summary, I think all of the guests were relatively impressed with the overall condition of the plant site as well as the forecasted steps for final start up.

A brief meeting was held with Vic Forte for discussions on the phase separation testing and the on-going cleaning and purging of the plant. (For HF)

Mark Nagel with TULSTAR called on Wednesday and asked that we meet in the coming week for discussions on how to protect them legally on their stored raw materials at Norphlet. We will try to meet next week if possible. Mark will make a trip to the plant which will give David Henry an opportunity to join in on the meeting.

Yuichi Iikubo called and wants to begin discussions on Phase II of the consulting contract. At this point, we are basically finished with Phase 1 and are now in the so called INTERIM stage. Ronnie returned again to Tennessee to meet with both Iikubo and Steve Owens to wrap up details of the final PFD and the P&ID.

Vic and I will be joining Ronnie on Tuesday July 1st for another meeting with the Engineering Consulting firm of Hunt Guillot in Ruston, Louisiana. These two very detailed documents will be presented to them at the meeting. We will also get their opinion of using SYSTEMS as our primary contractor for the build out. It is our intent to ask that they work simultaneously with our contractor of choice from the beginning of this engineering stage and throughout the entire process.

Ronnie, Vic and I will also try to contract SYSTEMS on Wednesday of Thursday of this week IF Hunt Guillot gives them a favorable nod. At the time of this writing, we are not sure if they will be available since they are working on the new steel mill in Mississippi. No contact is to be made with this contractor until Hunt Guillot approves them. The Long family has been contacted as well as Jim Croty. Both parties have reasonably good feelings toward SYSTEMS.

See Ronnie Jackson & Vic Forte's reports attached.

EVERT

NORPHLET CHEMICAL REPORT
Week of June 16th, 2008
By Evert Talbot

A meeting was held with Ronnie Jackson in Baton Rouge on Wednesday the 11th for discussions on pending interviews with local Engineering & Construction firms located in this area. As it turned out, none of these firms were available to spend time with us to discuss the Norphlet project. We also discussed the pending meeting with Judd Hammond, Patent attorney for the following day.

On Thursday the 12th Ronnie and I met with Judd Hammond for detailed discussions on the latest design option from Iikubo. We gave Judd the PFD and he examined it thoroughly. We were promised a formal opinion by the following Monday which is now in hand. The document is very detailed and extremely informative. It appears that we are clearly not in patent violation as designed by Iikubo, but Judd wants to examine one more old patent & process which he feels is now expired and will not pertain to our design.

Ronnie left for Tennessee on Wednesday to spend more time with Steve Owen and Joe Granade on completion of an altered P&ID for the optional design proposed by Iikubo. He will be there thru Tuesday the 24th and expects to have the document finished at that time. The game plan is to submit this and other documents to Hunt Guillot Engineering in Ruston, La. as soon as he returns. We will also make appointments with potential Contractors in the local Ruston/Monroe/El Dorado area later this week. If Hunt Guillot has a preference in a specific contractor for our fluorine process, we will obviously pursue them first and have the two parties work in concert as suggested by Gerry Danes and the J-H staff. We clearly understand that the Engineering firm should not "over engineer" the project if the contractor does not require certain items.

We made contact with Iikubo this past weekend. He is anxious to continue working with us on Phase II of the consulting contract. I promised to have a DRAFT of the next document to him by the end of this week and will work with Ronnie, Vic and Brian on the creation of this instrument.

EVERT

Meeting 6/11/08

Norphlet Chemical Report, week of June 1, 2008

By Evert Talbot

We spent the majority of this week preparing for the Fluoromer meeting at the plant site. Due to health and traveling problems with their Steve Owen, this meeting did not materialize until Friday morning. Steve was still very sick. Iikubo showed up at Norphlet alone without Steve and Joe Granade.

After 3 hours of consultation and discussions with Iikubo, it was very obvious that he had to do a lot of Steve's work on his own. As we all know, Iikubo is an intelligent, experienced and knowledgeable fluorine chemist but not necessarily a top notch engineer. He finally told us that the PFD's for the new alternative was not finished. Iikubo complained politely about the lack of detail on some of our equipment but was quickly corrected by Vic Forte. He agreed to get us this adjusted PFD over the weekend which he has done.

We all agreed that this alternative method of revamping and altering the plant would save time and money and allow us to utilize more of the existing equipment at the same time. This latest version involves the use of our 2 current reactors in gas phase; one for the front and one for the back with various piping changes. With this system, we would still require a new decanter, probably stainless steel, a water wash system and 2 small chillers. These are just some of the major parts.

The phase separation testing continued throughout the week prior to and after Iikubo departed. These tests in the Norphlet lab are working quite well with the expected goal of reaching about a 30% conversion rate with temperatures in the range of -45 to -50F.

We also discussed the need to check with Judd Hammond our patent attorney to determine if these latest modifications still keep us safe from the all patents, especially INEOS. Iikubo, Steve Owen and Ronnie are reasonably certain that we are still safe. I will probably bring the new PFD to Judd this week in Baton Rouge for his final opinion.

As mentioned in Vic Forte's report, the plant personnel will begin the cleaning, purging and flushing of all lines and vessels in anticipation of these pending changes.

We have agreed to meet with Iikubo on the 26th of this month to begin contract negotiations on Phase 11 as called for in our contract. At the time of this writing, Ronnie Jackson is meeting with Hunt-Guillot in Ruston, La. to begin discussions on a contract for engineering and estimating the cost of this current project.

See Vic, Ronnie & David's reports attached.

EVERT

Norphlet Chemical Inc.

Memo

To: Executive Committee

From: David Henry

Date: June 10, 2008

Re: Legislative/Legal Update

On Friday, June 6, 2002, the Senate voted to end the filibuster by Senate Republicans on Senate Bill 3036. The vote 48 to 36 in favor, but 60 votes are required to end a filibuster. Senate Democratic leaders then pulled the bill. President Bush had already said publicly that he would veto the bill. The Senate Democrats said that they would bring up the bill again next year after the November elections. Both Arkansas Senators voted along party lines to end the filibuster. If you wish to see the vote by Senator, please let me know.

Also on Friday, I received a copy of a letter from our attorney to the Garrison's attorney asking that the depositions of John and Jeff Garrison be set for July 9 or 10. He reminded their attorney that we have not received the response to the Interrogatories request of April 23, 2008, which is necessary for our attorney's preparation for the deposition of the Garrisons. It was due to be mailed to our attorney's office by the end of May. Bob James and I both have had our interviews with the attorneys in Little Rock. The remainder of the interviews will be done in El Dorado. We have a tribunal hearing June 19, 2008 on John Garrison's application for unemployment. Workforce services ruled that he was terminated and is due benefits. Our position is and has been that he voluntarily stepped down as CEO.

Norphlet Report, Week of May 25th, 2008 By Evert Talbot

Most of this week was spent in discussions with Ronnie and Vic on the pending 3rd option for rebuilding Norphlet as tentatively presented by phone from Flouromer just after they left on Thursday the 22nd.

This option is described in more detail in Ronnie's report attached. Basically we now have 3 different ways to approach the rebuilding. The latest version seems to be more favorable due to shorter building time, less investment and more utilization of the current plant equipment.

David Henry worked with me and others in the Jones-Hamilton staff to help revise our thoughts and recommendations on the needed amendments to the Lieberman/Hartman bill which is now re-identified. See his report attached.

EVERT

Norphlet Chemical Inc.

Memo

To: Executive Committee

From: David Henry

Date: June 2, 2008

Re: Legislative Update

I received a copy of the new Senate bill (S3036) that replaced S2191 from Steve Lehrman (Senator Pryor's Office) on Tuesday (5/2708). The bill had been to be rewritten because of the number of amendments. S3036 Title XV replaces S2191 Title X. The new bill still lists the base period (2004 – 2006), but does allow the Administrator of the EPA to extend the base period to 2008 as he determines is appropriate. This would include us in receiving the allowances free, but only if the Administrator determines to allow the extension. Bob James asked me to send the new bill to two other men in Jones-Hamilton to help with the review of the new bill. On Thursday (5/29/08) I received an email from Steve Lehrman asking if we extend the provision on the Administrators approval to include 2009, would that cover us. After review by myself and the others from Jones-Hamilton, I sent Steve Lehrman an email asking that the provision of the Administrator's approval be extended to 2010 because some of the allocations of free allowances are based on average or maximum production and 2009 may not be full production for the whole year. I also told him I was concerned about the based period being extended as the Administrator determines, which means we still have no full assurance of being included in the allocation of the free allowances. Steve said that there is doubt that the bill would be passed this year. As you all aware there has been a lot of press recently on this bill. The bill is set for discussion in the Senate this week. I also had a chance to visit with Blanche Lincoln about our concerns with this legislation, who is the other Senator from Arkansas, at town meeting on Wednesday of last week with Jim Crotty and W.L. Cook.

Norphlet Report thru May 20, 2008

By Evert Talbot, Ronnie Jackson & Vic Forte

The Fluoromer team came to Norphlet on Monday and Tuesday of this week for meetings with Ronnie, Evert, Vic and David. The first phase of consulting basically concluded on Wednesday morning. They presented a very detailed report that included the following:

- PFD's -- Process Flow Diagrams
- P&ID's -- Process and Instrumentation Drawings
- Equipment List & Details
- Reactor details
- Column details
- Data References

Also included was an overview and diagnosis of why the Norphlet plant would not run as built. Their conclusion was that the plant could not have made on spec 134a or hydrochloric acid. Expected rates of 30,000,000 pounds per year were not achievable.

We spent considerable time going over all of the details for both the gas phase proposal and the liquid phase. It appears that IF we continue to pursue the liquid phase on the front end of the plant, then we possibly can utilize more of the existing equipment. However, there are still unknowns in dealing with liquid phase such as build up of heavies in the catalyst which will have to be removed.

Here are some of the relative differences in Gas Phase front end Vs. Liquid Phase front end:

Gas Phase

- More capacity to hit the 25M to 30M pound range
- Much higher temperature operating rates-- 320C vs. 90C
- Far less Tars & Heavies to dispose of
- Higher energy cost on gas by 1 to 2 cents per pound of 134a
- Slightly higher Reactor cost
- Higher catalyst cost;;; estimated at 4 to 6 months or longer per likubo.
- ~~Gas phase is much safer to operate~~
- Better conversion rate on Gas vs. Liquid (98 to 99% vs 95 to 96%)
- Time to spec out, engineer and build (liquid vs. gas) is about the same.
- More cooling capacity required.

The Fluoromer Group has given us about 95% of what was required in their consulting contract as of Wednesday morning. After bringing this first phase to completion, Ronnie will be contacting several Engineering Companies in both Ruston and possibly Baton Rouge, Louisiana. He will negotiate and select one of these engineering firms for this phase of the rebuilding project. It is anticipated that this stage will take at least 6 to 8 weeks for completion after the Engineering firm is chosen.

The selected engineering will be furnishing us with sufficient engineering drawings and detail in order to get a definitive cost estimate. This cost estimate and report will then be presented to the Norphlet Board for final approval of the project and selected options. Once approved

then we will proceed with the engineering documentation necessary for construction. These documents will be submitted to contractors and/or vendors for final bidding based on a project execution plan. Once a contractor is chosen and an execution plan agreed upon, then we will proceed with the changes according to the documented project schedule and cost.

The final test runs on liquid phase are being completed this week and next in Denver which will document the final test conclusions from the liquid phase runs.

Please understand liquid phase with modifications has not been ruled out at this time. We simply must wait until the final cost estimates are in before making a decision.

EVERT, RONNIE & VIC

NORPHLET CHEMICAL REPORT

Week of May 5th thru May 11, 2008

Most of this week was spent in various meetings with Ronnie Jackson and Vic Forte discussing the findings of their prior meeting with Stephan Owen (Flouromer) in Tennessee. Both men felt that the trip was worthwhile and very beneficial to both parties.

It appears at this time that both the liquid phase and the gas phase are viable and workable options to Norphlet on the first or front stage of 133a production. Ronnie has a detailed report attached on the pros & cons of both as well as some preliminary cost estimates.

We contacted Judd Hammond (Patent Attorney) in Baton Rouge to get him started on any infringements we may incur on gas or Vapor phase in the first stage of 133a production. At the time of this writing, his report is in and it looks like we do not have a patent problem with either process.

Evert scheduled Fluoromer to meet with us at Norphlet for Monday and Tuesday the 19th and 20th of May. This will be their final report and recommendation for the first part of their consulting arrangement with us. We are not expecting Engineering drawings in any detail at this meeting. However, we do expect enough information to take the process design to an engineering firm for precision drawings. After these engineering plans are completed, we then can take them to bid with local contracting firms. It is anticipated that these engineering plans will take up to 3 to 4 weeks for completion. Ronnie was instructed to contact the local Ruston Engineering firm to make sure they have open timeframes in the future to perform work on this project.

John Garrison came by this week to pick up the last remaining personal items belonging to him at the plant site. Jeff Garrison has also cleaned out his office of all personal items.

David Henry is taking the necessary steps with Brian Brooks to make sure Fluoromer is paid on time for the 16th of May.

TULSTAR continues to work with us on a daily basis to follow TITLE X and the market price changes on 134a.

SEE RONNIE JACKSON'S REPORT ATTACHED.

EVERT

NORPHLET CHEMICAL REPORT
Week of April 18th thru 25th, 2008

We experienced a small hydrofluoric acid release this past week at Norphlet in the amount of 45 to 50 gallons. No one was hurt and none of the flush water for neutralization left the plant site. Apparently a flange bolt on a relief valve corroded and started a small pinhole leak of acid. All reporting and documentation has been done by Norphlet's James Felton and Jones-Hamilton's Ray Hahn. Vic Forte did an excellent job in handling this release and reported it immediately to Evert while still in progress.

Four more loads of waste water were hauled off for neutralization. Two of the cooling tower basins were cleaned out. More of the scrap metal was cleaned up, hauled off and sold this week. John Garrison called Vic and asked if he could come out to the office later this week and pick up the rest of his personal items. Vic agreed to do this but will be out of the plant for the week in Tennessee with Ronnie on the consulting visit with Stephen Owens. They agreed to do this the following week.

David Henry reports that we have received a response from the Garrison's lawyers this past Monday. They are denying most of the lawsuit's claims we have made. Our attorneys will start the discovery process immediately and plan their next maneuvers after consultation with the operating group.

John Garrison has applied for unemployment benefits. Our attorneys will guide David thru proper execution of this paperwork and responses.

(See Ronnie Jackson's consulting report enclosed)

EVERT

Norphlet Chemical Report
Week of April 6 – April 13, 2008
Evert Talbot

Several calls this week were made with the TULSTAR group regarding the progress of consulting by Fluoromer. Mark Nagle reconfirmed they can move from 10,000,000 lbs to 15,000,000 lbs this year if the plant is not delayed much longer. He clearly understands that we could be looking at 4 to 5 more months especially if we convert to vapor phase vs. liquid. Pricing on the smaller 134a cylinders still remains in the $2.00 per pound range. TULSTAR's contractual commitment is a minimum of 15,000,000 lbs per year.

I had intended for Mark Nagle to be present at our next board meeting. However due to the sensitivity of the agenda, this was not discussed again with Bob, Brian and the operating committee. Hopefully he can join us for the next gathering.

PPG called and asked when an appropriate date could be set for them to come to Norphlet for a plant inspection pertinent to the receiving of trichloroethylene. We met with them at NPRA a few weeks ago and told them to give us at least a few more months. This meeting will not be set until we move much closer to plant start up. They had been to the plant in June of 2007 and had requested several modifications relative to safety.

Randy Belter from Zachary, LA came to my office on Friday. We spent the entire afternoon going over the history of his involvement with the plant. He was the Chemical Professor at Southeastern Louisiana College that handled the Grant given by Norphlet for design and chemical processing of on spec 134a. He worked hand in hand with Bradford Boyce on the project. Bradford was involved with the plant we have (as 141b) when it was owned and operated by LaRoche in Gramercy, LA.

Randy worked for several years at Great Lakes Chemical along with Yuichi Iikubo and Stephan Owen. He reported directly to Iikubo and was very complimentary of his knowledge and talents. These two consultants have called on Randy for research testing in his lab in 2007.

The subject of Charles Wylee DeLand also came up during our conversation. He is the gentleman wanting to work for us full time out of ATOCHEM in Metropolis, IL. Per Randy, Charles was an excellent plant manager and fluorine engineer while at LaRoche.

It was interesting to hear Randy say that he did not do any work on the 134a side of this conversion. All of his research was on making 133a. He also did not do any testing on catalyst for the 134a conversion. Additionally, Randy nor Bradford Boyce was responsible for the engineer drawings or PFD's for this process. That

was left up to Norphlet. The token and incomplete drawings were sketched by one of the Great Lakes former employees at Norphlet during the time. Randy agreed that the drawings were grossly incomplete. He was amazed at how the plant was able to secure air and building permits without these required engineering drawings in detail.

Apparently two of the Norphlet Gas Chromatograph machines belong to Randy Belter. John Garrison, Vic and Scott Hill are aware of this. John was to pay him $1000.00 each when the plant had revenues coming in from production. Also, Randy has a GC Mass Spec for the more delicate testing of organics when we start up. He would gladly do this testing for us for a reasonable fee.

In summary for Randy, he has been very disappointed in how he was personally treated during the entire start up phase. The only time he was called was when nothing was working right. In his opinion, Norphlet expected instant miracles at that time when most of the problems were process and mechanical related.

EVERT

Norphlet Chemical Report
Week of March 31 through April 5, 2008
Evert Talbot

The recycling and recovery of Trichloroethylene, other usable solvents and HF acid at the plant is still under way. It is anticipated that the project will be completed by the 15th of this month. The recovered TCE, 131, 132, 133 and HF acid will amount to about 75%. This will make Tulstar very happy. At the present time, there are 14 totes of "heavies or tars" to be disposed of. This number will probably climb to 20 by the time the project is completed. We are hopeful that this material can be sent to Clean Harbors here in El Dorado, Arkansas. The tank cleaning process will begin next week.

Testing at the Denver Pilot plant with C & MI began this week and will continue for about 4 to 5 weeks. Ronnie Jackson is planning a trip to Denver to be on site for a specific run of these tests. Yuichi Iikubo is also planning a trip to C & MI in Denver before the end of his month.

The security building was basically finished this week which included telephones, furniture, sewer, water, electricity, air conditioning and skirting of the trailer.

At this time, the Fluoromer group including Iikubo and Stephen Owens is expected to be at the plant on the 16th and 17th of this month. As suggested by Bob James, the board members and the operating group will have a separate meeting with them prior to the formal board meeting. During this meeting, we will be briefed on the progress of their consulting activities to date and the schedule for the future.

Bradford Boyce called last Friday and has requested a meeting with me on the 18th of March in Baton Rouge. He will be in town on other business and just wanted to meet for a brief update on Norphlet.

While at the NPRA annual event in San Antonio last week, all of the refrigerant producers inquired about the status of Norphlet and the anticipated capacity to produce 134a. It is apparent that we are on their radar screen for the coming months.

At this time, it appears that the selling price of 134a is still gradually improving.

NORPHLET CHEMICAL REPORT
March 16 – 22, 2008
Evert Talbot

This was the first week of the Iikubo consulting meetings. They presented us with a well rounded group of people to get this plant back on the right track. Yuichi Iikubo was assisted by Stephen Owen out of Tennessee and Joe Granada who was born and raised in the El Dorado area. All 3 were previously employed by Great Lakes Chemical and all worked at the Halon refrigerant plant in El Dorado.

Due to the detailed report submitted by Craig Wilson for this week, I will not comment on the consulting meetings other than to say how very pleased I was to see the spirit, attitude and cooperative effort on the part of all players for this event. Our search for a consulting firm was very slim, but this team has turned out to be an excellent find.

On Tuesday of this week I made an announcement to all of the employees that the Jack Goldston (LSB) buy out of all the Norphlet stock was not about to happen. None of the employees thought it would happen anyway. However, they were glad to hear the confirmation. We also gave the employees a general update on how the Iikubo consulting meetings were progressing. The spirit of the plant personnel has certainly improved with the arrival of the Iikubo team.

The distilling (cooking) and recycling efforts for the heavies and tars is still on-going. In the opinion of Vic Forte, we will end up saving approximately 75% of the TCE and HF for later use when the plant starts up. We will be a few more weeks completing this phase of the waste disposal. At the time of this writing, there are 12 totes of "tars and heavies" to haul away for outside disposal. This is a lot less than originally expected.

The Tulstar group is being kept up to date weekly on the progress of these consulting events as well as the recapturing of their original feedstock.

On a final note, we heard back from Charles Wylee DeLand out of Metropolis, Illinois regarding the capacity of the plant as it was built for 141b by LaRoche Chemicals for the Gramercy, Louisiana original site. He reports name plate capacity at 90 tons per day. This is very favorable to the project especially if we stay in the liquid phase for the first step to 133a. The figure reasonably matches the original estimates of Bradford Boyce and Randy Belter as well as the PROFORMA done by David Henry for the state of Arkansas.

I am still very encouraged about the eventual prospects of getting Norphlet up and running within the next 4 – 5 months especially if the capacity ends up in the 30,000,000 pound range with most of the existing equipment in liquid stage. A lot of our success will depend on the testing results in Denver utilizing Antimony as our prime first stage catalyst.

Norphlet Chemical Report
March 9 - 15, 2008
By Evert Talbot

Most of this week at Norphlet was consumed in working out the final details of the Iikubo consulting contract. After most of the issues were formally agreed upon, Iikubo submitted the document in draft form to his lawyer. As usual, that's when the fun and differences of opinion started.

The majority of the conflict focused on the GUARANTEE & WARRANTIES section. Basically, Iikubo's lawyer was adamant about furnishing such guarantees on a plant that was already built and Iikubo had never seen before.

We settled the issue by putting the guarantee in PHASE 2 which is to be negotiated under a separate document after Iikubo has been to Norphlet for a least a few weeks.

On Thursday afternoon, the final contract was signed by both parties. Iikubo's first payment of $100,000.00 was forwarded on Friday morning.

Iikubo, Stephen Owen and Joe Granade will all be at Norphlet on Monday morning the 17th. They will be meeting with Evert, Vic Forte, Ronnie Jackson and Craig Wilson.

Our initial steps toward security for the plant began on Wednesday. Our good customer, SKYLINE Chemical, furnished us with a new 18 X 60 office trailer to double as a driver office for them and as a security building for Norphlet. This unit was set up just inside the main entrance gate on the Park side of the facility. Our plans are to put a security guard in the building from 7:00 a.m. to 5:00 p.m. each day to provide security for Norphlet. For our part, we will furnish water, electricity and sewerage for the unit.

David Henry met with Scott Carter on Thursday. They went down to the bank and renewed the $185,000 Norphlet loan for 60 days which is secured by the Linde Long family. The interest payment was about $1,950.00. Under a separate arrangement, the Long's lent Norphlet another $100,000.00 which was deposited into Norphlet's account the same day.

Norphlet Chemical, Inc.

Report for week ending March 8, 2008

By Brian Brooks

Don Dodson recommended a Little Rock law firm to represent Norphlet since he would not be able to act as the Company's attorney and serve as a witness if the board resolution case ended up going to trial. Last Tuesday, David Henry, Don and I met with two partners from the firm of Dover Dixon Horn. We spent much of the day briefing Cyril Hollingsworth and Jim Beachboard on the history of the Company and the events that have brought us to our current position. They have requested, and we have provided, documentation on all of the Company's agreements and the minutes of the various committees and board meetings.

On March 6th, Cyril drafted his initial letter to David Price, the Garrison's attorney suggesting the potential for mediation with the backdrop of other legal action. The very next day David Price contacted Cyril to discuss his letter and to let him know that he would confer with his clients and let us know how they wanted to proceed. Currently, we have not heard anything further; however, I will provide an update should communication transpire before our regular Wednesday call.

David Henry, Cyril and I had an additional conference call on the morning of the 10th to clarify the investment group's position, which is 100% fulfillment of the board resolution. Cyril understands this but has cautioned the group to think about any areas that we would potentially yield on to save the cost and time of a trial. He will keep us up-to-date on any communication that is forthcoming with David Price.

On the financing side, I followed up with Scott Carter after last week's conference call to clarify the Longs' position on additional investment. He stated that they were ready to begin the funding of the loan program that Norphlet implemented in October of 2007. Currently, they were ready to invest $100K with the balance (approximately $350K) coming over time. I asked Scott to visit with the Long's prior to this week's call to propose the timing on the remainder. We also discussed their position in regards to the payroll loan that is in default. Scott stated that the loan could be paid back out of the new investment that is forthcoming or it could be converted to equity.

Please feel free to contact me directly with any questions or clarifications.

Norphlet Chemical Report
March 3 – 8, 2008
By Evert Talbot

Most of this week was spent in the Baton Rouge office negotiating by phone and e-mail with Yuichi Iikubo on the pending consulting contract for Norphlet Chemical.

As you can see from the attached copy of the contract, he has backed off of the extravagant $700,000.00 fee that was originally proposed and the 1% of sales for 10 years as the Processing Fee. Norphlet does not have to use Iikubo for the Second Phase although we are heavily inclined to do so in order to guarantee the ultimate success of his work. This contract was prepared with the assistance of Craig Wilson, Ronnie Jackson, Vic Forte, Brian Brooks and Robert James.

At the time of this writing (Sunday, March 9) Iikubo has plans to submit the latest draft which he has accepted to his lawyer on Monday March 10 for final approval.

If the contract passes final approval by Monday March 10, I would expect Yuichi Iikubo, Stephen Owens and their draftsman Joe Gromate to be at Norphlet as early as Wednesday, March 12. Their tentative plans are to stay for at least one week on the initial visit before returning home to begin the drawing, drafting, engineering and studying of the first stage.

The TULSTAR group has also furnished us with the names of two other possible consultants with 134a experience. They all have worked for the ATOCHEM, plant in Calvert City, Kentucky. I heard from one of them on Tuesday by the name of Jim Hodges who is now retired. He was technical manager and manager of engineering for many years at ATOCHEM. The other gentleman is Charles Wyle DeLand who currently works for Honeywell at the Metropolis, Illinois facility. As reported last week, Wyle is a chemical engineer with a lot of fluorine production experience including 134a at Calvert City. He was born and raised in Monroe, Louisiana not far from Norphlet. He would like to work for Norphlet on a permanent basis if there ever is a need for his services. Wyle also engineered, built and ran the 141b plant in Gramercy, Louisiana that we now have converted at Norphlet.

TULSTAR has also furnished us with the latest specs on 134a to be made a part of the Iikubo consulting contract.

Jones-Hamilton Co. and TULSTAR have heard nothing from the Jack Golston group regarding the purchase of all Norphlet stock.

Norphlet Chemical Report
February 24 – March 1, 2008
By Evert Talbot

The distillation and recycling project at Norphlet is still going very well. The process is slow but we are recapturing a lot of the TCE, 133, 132, 131 and other solvents which can be used later after startup. Most of the "heavies" or "tars" are turning out to be more fluid and lighter than originally expected. We continue to place this waste in tote tanks to be hauled off for disposal. Vic Forte still expects this process to continue for about 2 – 3 more weeks.

The Long family came by to visit with me, David and Vic. Linde looked great. We were all glad to see him "up & about". We discussed their two pending stock options as they pertain to the loans made to Norphlet and the Garrisons. Per Scott Carter and Linde Long, they are interested in exercising these options in the near future. The Longs also invited all of us to their weekly cook out at the oil field yard on Thursday which we all later attended.

At the request of Vic Forte, I met with Jeff Williams our Maintenance Superintendent. He has accepted another position with the local Power Company with a better payment package including benefits. However, Jeff still wants to work for Norphlet on a part time basis. He is certified in many fields of construction, inspection & maintenance testing. We have made him an offer which he will probably accept. Our payroll burden will dip slightly with this recent change.

Don Dodson came by on Wednesday and set in on our weekly conference call with the investor group. We are all very pleased with his attitude and enthusiasm in seeking other outside legal counsel to handle the treasury stock issue.

There has been no contact whatsoever with the Jack Golson group as suggested by John Garrison on the evening of the 19th. At the time of this writing, Tulstar Products has not been contacted either.

Jim Crotty came by to give his view of how the Norphlet community was pleased with the efforts and funding we were doing to keep this plant operative for the future. He again cautioned us about security for the plant and hoped that we would move forward with at least putting a guard and a guard house at the gate to intercept visitors at all times.

We spoke with Tulstar about our ongoing negotiations with consultant Yuichi Iikubo. They were somewhat surprised at the suggested fees and offered to help us find an alternative to his services. Later in the week they put me in touch with David Edwards and Wally DeLand out of Paducah, Kentucky.

These two men were heavily involved with planning, construction and management of the 141b plant that Norphlet now has partially converted. This facility was originally constructed in Gramercy, Louisiana.

Both men were later employed at ATOCHEM in Calvert City, Kentucky. They reportedly built and ran the 134a unit. Dave Edwards was the plant manager for 6 years. They have both since moved on to a third employer, Honeywell in Metropolis, Illinois. However, at this plant they are not involved in refrigerants. Both are not under secrecy agreements nor confidentially & non-compete status. This has all expired for them.

At the time of this writing, they have submitted a general proposal under three different scenarios:

1. Both men consulting with a minimum of 1000 hours for the project.
2. Both men working full time for Norphlet Chemical & moving south.
3. One working for Norphlet and the other remaining as a consultant while maintaining present employment with Honeywell.

The cost of these three methods appears to be just as expensive as the original likubo proposal. We are in discussions with them now to see if we can come to Paducah, Kentucky to meet with them, discuss our project and possibly "qualify" them for a chance to compete with likubo. If this opportunity matures, Bob James, Evert and Craig will make the trip the week of March 3rd.

Regarding the call from consultant Bob Boyajian, I sat in on this conference call with Craig, Ronnie and Vic. As you know, he was just hired for one day's work to give us a broad overview of the project from his prospective. Aside from all of the comments that Craig Wilson made in his report, I thought it was very interesting that in summary he kept insisting that we partner up with a current producer of 134a such as ATOCHEM. In my opinion, he probably had some type of outside personal interest in making this suggestion. Simply put, I think he is already talking with them relative to our project.

John Garrison Meeting
Tuesday, February 19, 2008
By Evert Talbot

John Garrison called on Tuesday the 19th and asked that we have lunch to discuss financial help for Norphlet. I was already scheduled for other meetings and put him off until Tuesday night for a late dinner. As usual he suggested the Country Club.

John started the visit by stating that Jones-Hamilton Co. claimed they needed the Garrison stock in order to raise funds to complete the Norphlet project, "Otherwise, bankruptcy was our only other option". He could "help us out" by bringing a buyer to the table for all of the Garrison stock (quoted at 40 %!!!) and possibly buying up ALL of the other stock. Per John, this was a "much better deal" for the Garrisons than the board offered in the January meeting. I quickly reminded John that the Garrisons in our mind did not own 40% and we still expected full execution of our agreed upon resolution at the board meeting. He reacted angrily saying we were not going to get their stock and the resolution was illegal and not binding.

His explanation for this illegality was that the voting by the board members was a totally separate issue from the Garrisons specific stock ownership. I politely suggested to John that he do more homework on this issue and we move on to his real purpose for calling the meeting.

John had met with Jack Golson, owner of LSB, Industries out of Oklahoma City to discuss a new venture with him on converting chicken manure to nitrogen. During this discussion, Jack inquired about the 134a plant. Jack's company also owns 25 Farm & Feed stores that market his fertilizer coming from El Dorado, Chemical Co. in El Dorado, Arkansas. He also owns fertilizer plants in Oklahoma. John was a 20% owner of this Arkansas plant (formerly Monsanto) when the company was sold to Jack Golson. According to John, Jack is 82 years old and worth over $200,000.000.00 Jack also owns YORK Air Conditioning Co. Per John, the interest with Jack in the 134a plant is that most of his commercial AC units can be converted to 134a although they are currently using other refrigerants.

Per John Garrison, Jack would like to buy the Garrison stock and possibly buy out all of the other stockholders at their original investment figure (What a deal!!). John stated this was a much better offer for them since Jack would then offer John a 5 year contract to take over and run the plant once again. For Jones-Hamilton Co., Jack would then "front" all remaining funds needed to bring the plant to complete start-up just like the investment group has committed to. I told John I did not believe many of the current investors or stockholders would approve of this especially since we have already invested over $1,000,000.00 since the January board meeting and all of the investors, stockholders and board

members were very pleased with our current program. At this point he commented that he could sell his 40% stock interest at any time to anyone he chooses and we could not stop him.

John also claimed that the investment group committed to remove the Garrisons from the Arkansas Bond Guarantee. Naturally I disagreed with him on this too.

He asked if we would entertain talking directly to Jack Golson about this offer and inquired likewise regarding Mark Nagle with Tulstar. Jack would want to be sure that JH would still honor the HCI agreement and Tulstar would continue with the tolling arrangement. I asked John to give me a few days to at least pass this by Bob James and Brian Brooks before he did anything.

At this point John asked if he could come by the next morning and pick up all of the documents pertaining to the loans granted to Norphlet. I specifically asked that he not do this until I had time to converse with Bob and Brian. He was also reminded that Jeff Garrison had David Henry make copies of most of these documents the day of the major layoffs.

Also as expected, John said his plans were to hire back most of the employees we laid off to make sure they were fully trained when the plant started up. At this point I suggested to John that his plans were entirely premature and that any re-hiring would only put more financial strain on the owners and investors of the company. He totally disagreed. It would not be his money anyway.

He blamed all of the failures of the plant on Ronnie Jackson and expressed interest in parting company with him when he took over again. John also spoke very highly of Vic Forte and his ability to run the plant professionally. I agreed entirely with his favorable comments. He also stated that the Garrisons truly approved of all of the steps we were currently taking to bring the plant into production especially with our plans for seeking out Mr. Iikubo as a major consultant.

The next morning, John showed up at the plant at 9:00 a.m. and insisted that David Henry give him the JH documents right away. I had already checked with Brian early Wednesday morning to make sure we were proceeding in the proper legal direction if John showed up as expected. It was both of our opinions that we could not withhold these documents anyway.

After receiving the documents from David, John went to the back of the property and met with two of the mechanics Wayne Husbands & Jeff Williams. At this time he made his formal announcement to them of his plans to have Jack Golson buy up all of the stock. He also assured them that he would soon be running the plant once again. John also told some outright lies about negative remarks that I supposedly said about Vic Forte. As you can imagine this spread like wild fire in

the wind and eventually caused turmoil with the other employees at the plant site. John also told Fred Bates the same story at the same time.

I had to leave for the West Lafayette, Indiana trip to see Mr. Iikubo right after John Garrison left. In my absence, I had Craig Wilson explain to all of the employees that these events were simply in the embryo stage of dreaming for the Garrisons and at this point they should not be concerned about what John Garrison was telling them.

I called Mark Nagle with Tulstar and updated him on John's latest plans. Mark commented that this was nothing more than another John Garrison "pipe dream". The following day Jeff Garrison called Tulstar and spoke with one of the assistants to relay these same plans.

On Friday morning John requested the Articles of Incorporation & Bylaws for Norphlet from David Henry. Jeff's wife picked them up Friday afternoon.

These comments are stating the facts as they happened. I will reserve comments and observations for telephone conversations, e-mails and personal visits.

EVERT

Norphlet Chemical Report
February 11 – February 16, 2008
By Evert Talbot

Ronnie Jackson flew to Tennessee this week to meet with consultant Steve Owen for 2 days. They have begun simulation work for Stage 1 reaction and other processes which will include design of the hydrochloric acid stripper and the tar removal system. They also spent considerable time discussing the current waste disposal & recycling phase now occurring at the plant site. Per Ronnie, Steve Owen also had fairly good knowledge of Antimony Catalyst.

Owen pointed out that some of the unknown lights and heavies are not really identified as we report results from the Norphlet lab. They simply show up quantitively as percentages of unknowns. We will have to remedy this problem with the purchase of "mass spec" lab equipment which we do not have. Some of these unknowns apparently are more olefinic in nature. We clearly have to know exactly what they are and how they change in the process. This is needed to determine the composition of our process and equipment model.

I will yield to Craig Wilson's report for more details on this meeting with Steve Owen.

I also held a brief meeting with Cecil Polk, the Norphlet Insurance agent, who had come to visit with David Henry. He was asking a lot of questions about Jones-Hamilton Co., the investment group and our overall sense of direction for finishing out the plant. I was very impressed with Cecil. He lives in Norphlet and commented several times how all of the local residents really want to see this plant run as originally planned. Cecil is very pleased with all of his past dealings with David Henry.

Several meetings were held with Vic Forte discussing the progress of the waste disposal and recycling phase now underway. This is going to be a reasonably slow process as predicted by Ronnie and Vic. However, it will not slow up the other phases of the project as we have stated before. We are still optimistic that about 30% to 40% of these tars, heavies and unreacted TCE & HF will be recoverable. Plans were developing this week to have the unrecovered "bottoms" hauled off for disposal. Most of this could begin in just a few weeks. We will be placing this material into tote tanks for safe transport to the waste sites for incineration. It is still anticipated that this overall waste disposal & recycling project will take at least another 2 to 3 weeks.

David Henry heard from Don Dodson regarding a response from the Garrison's attorney. It appears that the monetary request for issues that were never discussed in the board meeting have been dropped, but John and Jeff are still clinging to the hope the State of Arkansas loan guarantee will be released. Brian Brooks sent Dodson the paperwork covering the State's position denying the

request for release at the meeting held 3 weeks ago. This information had been previously conveyed to all members of the Norphlet Board. Bob James will have more discussions on this on the conference call. When I left late Thursday afternoon, we still did not have any stock turned in or any paperwork from their lawyer to review.

Friday night of this week we heard from the consultant Yuichi Iikubo by e-mail to Dale Singleton. He is interested in consulting for Norphlet. Dale will be flying with me on Wednesday evening the 20th to meet with Mr. Iikubo in his office for discussions on a formal consulting contract. He is still located in West Lafayette, Indiana and will be in the U.S. for another 2 to 3 weeks. Our immediate goal is to have him come to Norphlet for a few days as soon as possible. Thereafter, we will probably be dealing with him by e-mail and phone calls. It is also anticipated that he could come back for startup.

In summary, we now have three of the four phases of completion well underway:

- Waste removal & recycling (Vic, Ronnie & Craig)
- Simulation/Engineering (Evaluation & recommendations) Steve, Vic, Craig & Ronnie
- Consulting on various phases
    - (Chemistry & Research) Bill Gumprecht, Ronnie & Craig
    - (Steve Owen as per above)
    - (Process & Production) Iikubo, Ronnie, Vic & Craig

Craig Wilson has also prepared a Preliminary project review that will be made available to all involved.

NORPHLET CHEMICAL REPORT
Feb. 3 – 8, 2008

Evert Talbot

A meeting was held in Baton Rouge on Monday with Judd Hammond the Patent Attorney for Norphlet. He is very confident we will be protected from any patent infringement with the current design. He will certainly keep us harmless from future patent violations if our equipment and process designs are altered. Judd gave me the complete files on Norphlet pertaining to his work as requested by Billy Spector. In my opinion we have an excellent, talented, experienced and competent patent attorney in Judd Hammond. He will be kept in the loop as our changes occur with guidance from the consultants.

It is interesting to note that Judd knew every one of our consultants very well and was pleased with our choices. (Of course there are not many choices anyway)

Ronnie Jackson and Vic Forte had worked on the waste disposal & recycle plans for the plant on Monday & Tuesday. A meeting was held on Wednesday morning for review and updating of these plans. Information and composure of our plans were partially sanctioned and guided by consultants Steve Owen and Bill Gumprecht. Ronnie had talked with both of them for several hours. Craig Wilson and Vic Forte were present for some of these telephone discussions. It appears that a large part of our waste (tars, heavies, TCE, HF & unreacted products) are indeed recyclable. This will save us from $125,000.00 to $200,000.00 if successful. That's based on the alternative of having an outside waste disposal company haul all of it off and properly dispose of everything. Craig Wilson's report will treat this subject in more detail. We also learned Friday there is a waste disposal firm in El Dorado called Clean Harbors. They should be able to handle our solids and some of the contaminated catalyst.

This disposal issue for the plant was top priority for the week. I am very pleased with the tentative plans. Some piping modifications in the plant will have to be made. Design work should begin on Monday the 11th with modifications shortly thereafter. In my opinion, this disposal & recycle phase should take about 10 to 14 days after startup. However, other phases of the build out design for the plant will be occurring at the same time. Daily consulting with Bradford Boyd, Steve Owen, Bill Gumphrecht and possibly Judd Hammond will be ongoing simultaneously.

As for Mr. Iikoubo the 134a process consultant, he is currently in Asia on another assignment. Ronnie Jackson is attempting to engage his services thru Steve Owen who works with him at all times as the engineering arm and simulation expert. This would mean we will have his services although they will be limited. I will get involved with the compensation side and contracting with Mr. Iikoubo. Ronnie will probably travel to Tennessee to visit with Steve Owen this coming week for a day or so of face to face consulting. Steve is unable to travel due to weight related difficulties.

Ray Hahn, the Jones-Hamilton Environmental Manager was also present at the plant this past week. He and Craig Wilson spent considerable time interacting and coordinating future plans and procedures for handling all environment issues, permitting and filings with our consultant James Felton. I got the impression that Craig and Ray were very pleased with his expertise and competency.

Most of the day Thursday and Friday was spent in meetings and conference calls with other Norplet staff and Don Dodson discussing strategy for handling the stock return issue with the Garrisons. It is a pitiful shame that after doing all we promised in the recent board meeting, we are still having to spend considerable time, effort and money in encouraging them to carry out their part of our agreement under resolution. These efforts and funds should be spent in cleaning out the plant, focusing on the build out and getting the plant ready to run.

I did speak to Jeff Garrison on two different occasions and made it clear that we were not trying to get rid of him and we wanted him to stay employed for the long haul as agreed. On the first personal visit Thursday he was specifically asked if there would be any "strings" attached to their stock return documents. He insisted everything was in order with no surprises. On the second visit by phone on Friday after the documents arrived (surprises included) he commented that ALL of the items covered in their counter offer were discussed in the board meeting. I totally disagreed with him and referred him to the board meeting minutes. He finally backed off and said we should let the lawyers do their work.

In summary, I am still pleased with the planning and consulting stage of the Norphlet project at this time especially as they pertain to the pending waste disposal and recycling phase. We will get this project started Monday while continuing with the consultants and planning for the new components and process changes as they suggest.

I am still projecting we will have a reasonably finished plan of action for the build out stage before the end of this month.

EVERT

NORPHLET CHEMICAL REPORT WEEK #3
January 28 – February 2, 2008
By Evert Talbot

Monday at Norphlet was spent in meetings with David Henry and Vic Forte primarily discussing how we keep past due vendors reasonably happy in order that we may continue to use most of them as we begin the final rebuilding stage and cleaning out of the plant.

David has done an excellent job in choosing which ones to pay, how much to pay and when. By doing so, we seemed to have fewer vendors calling seeking payments this past week.

Evert met with Vic Forte to begin discussions on the waste disposal issues at the plant site. This pertains to 2 tanks (12,000 gallons) each that are reasonably full of "heavies", "tars" and/or unreacted TCE & HF. We are concerned about any degradation of the equipment and vessels if this material is left for prolonged periods. We also have 3 tanks of weak HCl loaded with HF to dispose of. These are the POLY tanks furnished by Polycore (Nelson Abell). Neutralization of this material was discussed.

Tuesday and Wednesday for Evert were spent in the JH Walbridge office.

Thursday morning Evert met with Ronnie Jackson, Vic Forte, Craig Wilson, and the 4 Great Lakes operators. The purpose of this meeting was to download on Evert the events of the previous day with the CeCon consultant Bill Gumprecht out of Delaware and to make sure everyone was on the same page with their interpretations of what he said. He was with Craig, Ronnie and Vic all day on Wednesday. They also drove Bill to and from Texarkana to extend consulting time with him.

Bill briefly toured the plant and then sat in meetings with the Norphlet group most of the day. Craig Wilson will make a complete report on their meetings with this consultant. From what I heard in this meeting, everyone was well pleased with Bill's knowledge and concluded as we thought that his talents were strictly on the "Chemistry" side of our process. This included a lot of information on the different types of catalyst and the pros & cons. They found him to be very knowledgeable from the research side. Bill had been out of the industry for 11 years on a direct basis. However, for the money we spent on Bill ($3000), his trip and visit were well worth the money. We will have access to Bill by phone and e-mail in the future.

For the rest of this meeting on Thursday, we discussed as a group the need for the 2 other proposed consultants. One is Steve Owen out of Tennessee who Norphlet has used before. His expertise is process flow, engineering and simulation. We will need him on the HCl side of our build out which may include

the proposed HCl stripper and chiller system. We also briefly discussed the possibility of gathering the HCl by other methods.

A purchase order was prepared for Steve Owen in the total amount of $10,000.00 to cover his expenses for the foreseeable future. His services will be computed at $130 per hour. Ronnie had already spent 3 hours of consulting with Steve on Friday morning. Steve also insisted that he not have to deal with the past top management of Norphlet.

The second and by far the most important consultant we discussed is Mr. Icoubo out of West Lafayette, Indiana. He is a past employee of Great Lakes and was in charge of building and designing several of their refrigerant projects. One of these was at El Dorado, Arkansas. He worked hand in hand for years with Norphlet's Dale Singleton. This consultant is about 73 years old and still travels globally designing and engineering new plants involving refrigerants, fluorine chemicals and the likes thereof. He has direct 134a PRODUCTION experience unlike Bill Gumprecht with CeCon. He has also been involved with new 134a facilities in Japan. Dale Singleton and the other Great Lakes operators have recommended him very highly. Ronnie Jackson and Vic Forte are also very familiar with him. Norphlet did try to use him in the beginning stages of construction. However, he ran into trouble trying to work with top management of Norphlet and did not become involved with the project as planned by John Garrison.

On Friday, Evert had lunch with the Director of Purchasing with Great Lakes (Chemtura) Ken Dumas. He is very familiar with the Norphlet Chemical plant and the employees. Ken also lives in Norphlet very close to the plant. In our conversation over lunch, Ken highly recommended that we contact Mr. Icoubo for all phases of the build out at Norphlet. They still use him occasionally as needed and when he is available.

Evert will prepare a proposed consulting agreement with Mr. Icoubo and present it to Bob James and Brian Brooks for approval. In the interim, Evert and Dale Singleton are attempting to reach Icoubo to see if he has an interest in consulting for us.

Next week we will be concentrating on moving forward with these other two consultants on the build out and process stage of the plant. We will also see guidance from all 3 consultants on approving our tentative plans for removing and disposing of the "heavies" or tars that are still in the vessels while we are down. Some of these waste products can be recycled and distilled.

Evert has a meeting set up on Monday with Judd Hammond in Baton Rouge on the Patent issues with this product. He will be briefed on our future plans and

probable changes for this process as they pertain to patent infringements. He will also give us any documents that we might have missing.

From my point of view, I am very pleased with the progress we are seeing during this early stage of "information gathering" from the consultants. I am very confident that after we have an opportunity to engage Mr. Icoubo we will have a very solid background of highly technical information and expertise to help us make the proper and most economical decisions in finishing the Norphlet project. It also appears obvious from these consultant's comments that some of the major components and the contingent items we initially planned for might not be needed.

Norphlet Chemical Report #2
Week of January 20, 2008
Evert Talbot

Evert arrived at Norphlet on Wednesday morning and met with Vic Forte and David Henry. Ronnie Jackson was not present and had gone on a previously planned duck hunting trip. Craig Wilson's plane trip was held up and he was not able to come in during the day.

A meeting was held with Vic to discuss events that occurred on Monday and Tuesday. Shut down procedures were almost complete. Liquid lines were blown out and emptied. They were also opened so as not to build up pressure. Most vessels were emptied with some residue left in Reactor 1. The complete system was padded with 3 - 5 pounds of Nitrogen.

Vic, Evert and Dale Singleton held more meetings on the many problems facing the plant site and some of the proposed changes. They also discussed personnel issues. David Henry also briefed all of us on the plans for Thursday's meeting with the Arkansas Development Finance Authority and the Economic Development Commission.

David Henry had several visitors from current and ex-employees and handled a lot of their paperwork request. He also fielded quite a few calls from vendors looking for money.

Brian and Craig arrived Wednesday evening and were briefed on the events coming up for the next day. Brian will do a report on the meeting with the Arkansas visitors, Chuck Cathey and David Nevala. From Evert's point of view, this meeting with them went very well. Apparently both Cathey and Nevala had advocated management's reduction of payroll costs since June of last year.

Craig and Evert met on Thursday and discussed the consulting and reporting duties of Environmentalist James Felton out of Hot Springs. We are putting James in touch with Ray Hahn as a back up on all we do at Norphlet. The two State of Arkansas representatives were very concerned about our reporting, filing and regulatory compliance. They knew James Felton and liked him a lot.

Evert has connected Donna Hoskins and Tim Villa to the Norphlet project as helping hands on any problems they may have with personnel and computer issues.

Ronnie Jackson met with all of us on Friday and was able to download on Craig Wilson regarding all of the problems as we see them today. This meeting included two other operators from the plant, Vic Forte and Evert at times. It appears that this team is now working very well together. Ronnie is not one to make a decision all by himself. He uses everyone and seems to respect all opinions. We discussed in detail the plan forward for using the consultants at hand. The first one will be Bill Gumprecht

from CeCon out of Wilmington, Delaware. This is the ex-Dupont employee. His contract was executed and mailed out on Thursday. He is coming in on Wednesday and will meet with Craig, Ronnie and Vic. He will also tour the plant; examine drawings, processes and future plans for the other components to be added. Ronnie seems to be very pleased so far with this consultant.

Craig Wilson has been well received by all members of the plant including Ronnie, Vic and David. I too was very surprised how fast he caught on and his understanding of the concerns we have. He was pleased at the overall condition and layout of the plant. His enthusiasm is very high.

Evert worked on Ronnie's contract proposal on Friday with the assistance of both Brian Brooks and Donna Hoskins. He will work as a consultant to Norphlet for at least 4 months and will then go on retainer for the rest of 2008. The proposed retainer fee is $1500 per month for a minimum of 25 hours if needed. His rate of pay will be $60 per hour plus paid Cobra expenses. All of his other expenses relative to our project will be reimbursed. We will have the option to extend his services beyond 4 months if necessary. His response to the proposal for his consulting services will come early next week.

Ronnie complained that his plans, changes and additions were very seldom approved for the plant simply because of the lack of money and other constraints from top management. My personal opinion of Ronnie is that despite his past work ethics, he now appears to be rejuvenated. By all means he is very cautious and a solid team player. He asks a lot of questions and seeks input from everyone. Ronnie is reasonably slow but that's not a complaint. This comes with being sure-footed, cautious and careful. He is extremely intelligent and appears to be a very talented engineer. He is now able to use the input of the operators in the back of the plant. These ex-Great Lakes operators are very valuable to the future success of the Norphlet operation.

In summary, for this second week, everything seems to be slowly falling into place especially with the developing of teamwork. All of us are excited and look forward to the consulting phase which begins next week. Evert is projecting a written plan of action for our build out and completion to be finished within two to three weeks. A lot of this depends on how much each consultant brings to the table and how consistent, workable and economical we find their recommendations.

Evert will be back at Norphlet on Monday morning and Craig returns on Tuesday evening.

Respectfully,
Evert Talbot

Norphlet Chemical Activities January 17 – 19, 2008

To: Norphlet Board of Directors, Nelson Abell, Vic Forte, David Henry, and Brian Brooks

Evert Talbot and/or I will issue a weekly report of the activities in executing the plan approved by the Board of Directors on January 17, 2008. Evert has provided the information for this first report.

Evert stayed at the plant through the end of the workday on Friday. During Thursday afternoon and evening he met with Vic Forte, David Henry and Ronnie Jackson to review their joint understanding of the expectations of the Board and Investor Group. Ronnie's proposed plan of action for engineering/design reasonably paralleled the Capital Equipment Plan as provided to the Board by the Garrisons and Vic Forte. He is very interested in staying on for the long haul. He discussed a consulting fee of $60 per hour plus a bonus if the plant came up in "reasonable time", with continuous and on-spec 134a. He would then want to be on a monthly retainer, but he also talked about the high cost of COBRA insurance at $1,000 per month. Evert made no commitment to Ronnie; I would like to discuss this with the Executive Committee. Ronnie says he still consults for Davidson Chemical in Monroe, LA, and occasionally for the Long family.

Plans are being made for Evert, Vic, and Ronnie to meet with the engineering/design consultants as soon as possible. These consultants are the former one, Randy Belter, and CeCon Consultants from Wilmington, DE. Ronnie has "qualified" the CeCon consultant by phone and has confidence in his credentials, apparent skills, and past achievements. The minimum fee of the "134a expert" is $2,500 for at least one full day of consulting. Ronnie believes the total cost of this engagement would run between $12 - $15,000.

Late Thursday afternoon, Evert began the process of coordinating the choices for those employees to be retained and those to be laid-off. He weighed comments and recommendations from Vic Forte, Ronnie Jackson, Dale Singleton (ex-Great Lakes) and Jeff Garrison. David Henry also provided recommendations from an administrative perspective. Most of the individual recommendations were for the same employees and Vic's recommendations were given greater weight.

On Friday morning, those employees selected to stay were called into a private meeting. These employees were operators and maintenance employees who reported directly to Vic. They were advised of the pending layoffs. It was a very emotional meeting. Vic asked if any of them had any intention of leaving after they were chosen to stay. If so, they were asked to let us know ahead of time in order that we might save another employee's job. Scott Hill, the lab manager, was also retained. All retainees were promised full current pay plus normal vacation pay.

The layoff meeting was held immediately afterwards; 22 employees were involved. They were told by Vic why the plant was temporarily shutting down and what the future might bring. He told the employees that the layoff was vital to the long-term viability of the plant, that the project continues to run out of funding and could not fund process alterations and necessary equipment. Evert also talked to the group and expressed hopes and interest in someday calling most of them back to work.

Vic then met again with the retained employees to discuss the pending plans for the safe and orderly shut down of the plant for an extended 2 to 4 month period. Evert, Vic and the Garrisons met with the environmental consultant, James Felton, from Hot Springs. He was told by Evert that he should continue working for Norphlet, but on a consultant basis only. In the past he had been on the payroll with full benefits. He will submit a fee and work proposal to Vic and Evert next week. He will have to do some special paperwork and filings for this temporary shutdown period.

On Friday, Jim Crotty called to say that the newspaper would undoubtedly run an article on the shutdown and that we should prepare a news release giving the facts. This was done as a joint effort of Evert, Vic, John and Jeff and was reviewed by Jim. The article was in the Sunday issue of the El Dorado paper.

Also, on Friday, David Henry received a call from Michael Murphy requesting that the Company buy back his stock at his full investment of $250,000 (note: I am unclear on the facts surrounding this transaction, which involved Murphy, John Garrison, Jeff Garrison and the Company). I was made aware of this phone call and the very emotional meeting that apparently occurred between Murphy and Jeff Garrison on Thursday night. I asked David Henry to refer this entire issue, with all the facts, to Don Dodson. Don, David, and Brian Brooks will discuss the facts on January 22.

Evert has given Vic Forte a full list of his expected activities in the shutdown. ~~David Henry received numerous creditor calls Friday. He and Brian Brooks will~~ try to schedule a meeting with the State of Arkansas on January 24 in Little Rock. David will submit a cash request to Jones-Hamilton on Tuesday and another one for Friday for the payroll.

I would like to schedule a conference call with the Executive Committee of the Norphlet Board, for Wednesday, January 23, at 10 a.m. Central Standard Time, my office will coordinate this with the members.

Respectfully,
Bob James

JONES-HAMILTON CO.
RESPONSE TO REQUEST FOR INFORMATION
REGARDING NORPHLET CHEMICAL SUPERFUND SITE,
NORPHLET, UNION COUNTY, ARKANSAS

SSID NO. A6N8

DOCUMENTS PRODUCED IN RESPONSE TO
INFORMATION REQUEST NO. 6

at&t [Print] [Close]

From: "Cecil Polk" <cpolk@arkansas.net>
To: <conorphlet@att.net>
Subject: FW: Norphlet Chemical - Tulstar
Date: Wednesday, April 1, 2009 1:28:38 PM

JAN,

PLEASE GIVE THIS INFORMATION TO JIM, AND THANKS FOR YOUR HELP.

CECIL POLK

Cecil Polk
PO Box 433
Norphlet, AR 71759
Office: 870-862-5413 x107
Fax: 870-863-5776
Cell: 870-310-2510

From: Robert Dougherty [mailto:RDougherty@HallEstill.com]
Sent: Wednesday, April 01, 2009 1:38 PM
To: cpolk@arkansas.net; BDandB-Dodson@suddenlinkmail.com
Cc: eforsyth@tulstar.com
Subject: Norphlet Chemical - Tulstar

Cecil and Don, I've spoken to you both about the agreement we have been working to put together between Norphlet Chemical, Solvay Fluorides and Tulstar Refrigerants to facilitate removal of the unprocessed HF from Norphlet's facility in Norphlet, Arkansas. As discussed, we have spoken with Jim Crotty about this as well. If you have Jim's e-mail address, please forward this to him. Attached please find a draft 3-party agreement addressing the removal of the HF from the facility, along with associated quitclaim bills of sale pursuant to which Norphlet and Tulstar will relinquish any rights either may have in the HF, Cecil's e-mail and attached deck sheets for Norphlet's insurance policy which will be attached to the agreement as Exhibit A and a copy of UP's form of transportation contract.

Please review the agreement and associated documents and let me know if acceptable to Norphlet at your earliest convenience. I have also sent the agreement to Solvay for its review and approval, and will let you know if they have any comments or questions. Please feel free to call me if you have questions.

Thanks,

Rob

<<HF Removal Agreement (3-31-09).doc>> <<Norphlet Quitclaim (3-30-09).doc>> <<Tulstar Quitclaim (3-30-09).doc>> <<scan0005.pdf>> <<UP Transportation contract (chemical3c 3 24 09).pdf>>

Robert F. Dougherty, Esq.

Hall, Estill

320 South Boston Avenue, Suite 200

Tulsa, Oklahoma 74103

Telephone: (918) 594-0412

Facsimile: (918) 594-0505

E-Mail: RDougherty@HallEstill.com

Any tax advice contained in this communication is not intended to be used, and cannot be used, to avoid tax penalties.

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Hall, Estill

320 S. Boston Ave.

Suite 200

Tulsa, Oklahoma 74103

(918) 594-0400

www.hallestill.com

Attached Message

From: "Cecil Polk" <cpolk@arkansas.net> [Save Address]

QUITCLAIM BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS That for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Norphlet Chemicals, Inc. ("Norphlet") hereby quitclaims, relinquishes, assigns and conveys to Solvay Fluorides, LLC ("Solvay"), its successors and assigns any and all of Norphlet's right, title and interest, if any, in and to the approximately 6,600 gallons of unprocessed hydrofluoric acid located in a tank at the facility owned by Norphlet in Norphlet, Arkansas (the "HF"), effective upon delivery thereof by rail at Solvay's facility in Alerton, Illinois. Execution of this instrument by Norphlet shall not be construed as an admission or acknowledgment of ownership of the HF by Norphlet.

IN WITNESS WHEREOF, Norphlet has caused this Quitclaim Bill of Sale to be executed and delivered this _____ day of _____, 2009.

NORPHLET CHEMICALS, INC.

By: _____

Print
Name: _____

Title: _____

QUITCLAIM BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS That for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tulstar Refrigerants, Inc. ("Tulstar") hereby quitclaims, relinquishes, assigns and conveys to Solvay Fluorides, LLC ("Solvay"), its successors and assigns any and all of Tulstar's right, title and interest, if any, in and to the approximately 6,600 gallons of unprocessed hydrofluoric acid located in a tank at the facility owned by Norphlet Chemicals, Inc. in Norphlet, Arkansas (the "HF"), effective upon delivery thereof by rail at Solvay's facility in Alerton, Illinois. Execution of this instrument by Tulstar shall not be construed as an admission or acknowledgment of ownership of the HF by Tulstar.

IN WITNESS WHEREOF, Tulstar has caused this Quitclaim Bill of Sale to be executed and delivered this _____ day of _____, 2009.

TULSTAR REFRIGERANTS, INC.

By: _____

Print
Name: _____

Title: _____

To: "Robert Dougherty" <RDougherty@HallEstill.com>
Subject: scan0005.pdf
Date: Fri, 27 Mar 2009 10:28:34 -0500

RE: NORPHLET CHEMICAL, INC.

MR. DOUGHERTY,

I AMS SENDING YOU COPIES OF THE DECK SHEETS FOR THE GENERAL LIABILITY & UMBRELLA COVERAGE ON THE ABOVE ALONG WITH PAGES FROM THE POLICY SHOWING COVERAGE FOR LOADING & UNLOADING; TRANSPORTATION BY TRUCK OR RAILCAR; & ALSO COVERAGE UNTIL IT GETS TO WHERE IT IS BEING *TRANSPORTED.*
PLEASE LET ME KNOW IF I CAN BE OF ANY FURTHER HELP ON THIS.

THANK YOU,

CECIL POLK, ASSOCIATES INSURANCE SERVICES

PH: 1-870-862-5413 EXT. 107 (OFFICE)
1-870-310-2510 (CELL PHONE)

Attachment 1: HF Removal Agreement (3-31-09).doc (application/msword)
Attachment 2: Norphlet Quitclaim (3-30-09).doc (application/msword)
Attachment 3: *Tulstar Quitclaim* (3-30-09).doc (application/msword)
Attachment 4: scan0005.pdf.eml (message/rfc822)
Attachment 5: scan0005.pdf (application/pdf)
Attachment 6: UP Transportation contract (chemical3c 3 24 09).pdf (application/octet-stream)

Agreement Regarding Removal of HF from
Norphlet Chemical Facility in Norphlet, Arkansas

This Agreement (this "Agreement") is made effective as of this ____ day of _____, 2009 by and between the parties described below.

Parties: Norphlet Chemicals, Inc. ("Norphlet")
Solvay Fluorides, LLC ("Solvay")
Tulstar Refrigerants, Inc. ("Tulstar")

Pick-up of HF and Loading of Railcar at Norphlet's Plant

- Solvay will have a rail car delivered to Norphlet's facility in Norphlet, Arkansas and assess safety systems and procedures as adequate for offloading of approximately 6,600 gallons of unprocessed hydrofluoric acid located in a tank at Norphlet's Facility (the "HF").
- Norphlet Chemical will, at its expense, contract with and provide qualified contractors reasonably satisfactory to Solvay to (i) install piping from the tank currently holding the unused HF as necessary to allow removal of the HF from the tank and loading thereof into the railcar, and (ii) unload the HF from the tank and load it into the railcar. Norphlet will cause such contractors to complete such work all in compliance with applicable laws, rules and regulations.
- Norphlet will cause the insurance described in the attached Exhibit "A" to remain in effect until such time as the HF is delivered to Solvay's facility described below and will cause Solvay and Tulstar to be named as additional insureds prior to the unloading of the tank and loading of the railcar as described herein. In addition, Norphlet will obtain from the insurance companies providing the insurance coverages the permission to allow Norphlet to waive all rights of said insurance companies to subrogation against Solvay and Tulstar, and Norphlet does hereby waive all such rights of subrogation. Norphlet will provide proof that Solvay and Tulstar have been added as additional insureds and that the insurance company(ies) have granted Norphlet permission to waive subrogation as aforesaid prior to commencing the work described herein.
- Both Norphlet and Tulstar will execute quitclaim assignments for the HF in favor of Solvay effective upon delivery of the HF by the rail carrier at Solvay's facility in Alerton, Illinois as described below. In other words, the HF will be quitclaimed to Solvay F.O.B. Solvay's facility in Alerton, Illinois.
- The parties will endeavor to achieve the pick up and loading of the rail car to occur prior to April 6, 2009. The loading will only be performed on a Saturday, Sunday or between the hours of 4:00 p.m. and 7:00 a.m. on weekdays. In all events, (i) Solvay will have the railcar on site at Norphlet's facility no later than fourteen (14) days after the parties' execution of an agreement addressing the terms described in this term sheet, (ii) Norphlet will make arrangements for all necessary piping and unloading/loading work to be complete no later than four (4) days after arrival of Solvay's rail car at Solvay's facility, and (iii) Tulstar will

arrange for the shipper/railroad to pick up the railcar after loading of the HF no later than ten (10) days after notification from Norphlet that loading of the HF into the railcar has been completed.

Shipment of HF from Norphlet's Facility to Solvay's Facility in Alerton, Illinois

- Tulstar will work with Union Pacific Railroad Company ("UP") to arrange for the pick up of the filled rail car at Norphlet's facility and transportation to Solvay's facility in Alerton, Illinois. Norphlet will enter into the transportation contract with UP, but Tulstar will pay all freight charges payable to UP thereunder directly to UP.
- Solvay will reimburse the freight costs paid to UP by Tulstar for the shipment of the HF; provided that such reimbursement obligation will not be triggered unless and until Solvay has received proceeds from the sale of some or all of the HF in the amount of twice the shipping costs incurred by Tulstar.
- Upon delivery to Solvay's facility at Alerton, Illinois, Solvay will be the owner of the HF and entitled to sell the same for its own account subject only to the reimbursement obligation described in the preceding paragraph.

Miscellaneous

- No party will be in default or liable to any other party for any delay in performance of its obligations hereunder that is caused by Force Majeure. If a party is unable to perform because of Force Majeure, the non-performing party will provide the other parties with prompt notice stating the nature and anticipated duration of the Force Majeure event and will make commercially reasonable efforts to minimize, avoid and/or overcome such delay in performance. As used herein, "Force Majeure" means any event or condition beyond the control of the party claiming Force Majeure to the extent that it prevents or interferes with such party's performance of an obligation hereunder and which, by the exercise of due diligence, such party is not able to avoid or overcome including acts of God, strikes, lockouts, acts of the public enemy, wars, terrorist acts, insurrections, riots, lightning, power shortages or acts of governmental authorities.
- This Agreement will not be construed to form a partnership or a joint venture between the parties or to grant any party the right to act as an agent on behalf of any other party.

(Signature Page Follows)

This Agreement is signed by the parties effective as of the day and year first written above.

"Norphlet":

NORPHLET CHEMICAL, INC.

By: _____
Print Name: _____
Title: _____

"Solvay":

SOLVAY FLUORIDES, LLC

By: _____
Print Name: _____
Title: _____

"Tulstar":

TULSTAR REFRIGERANTS, INC.

By: _____
Print Name: _____
Title: _____

EXHIBIT "A"

INSURANCE

See attached.

IRONSHORE

your safe harbour

IronEnviro Insurance Binder

Product:	IronEnviro Protector Package
Policy Number:	010G00918001
Policy Period:	From: 02/14/2009 to: 02/14/20010
Named Insured:	Norphlet Chemical
Issuing Company:	Ironshore Indemnity Inc
Producer:	Environmental Underwriting Solutions

General Liability

Coverages and Limits of Liability:

Coverage I: (Occurrence Basis)

Coverage A:	General Liability Bodily Injury and Property Damage
Coverage B:	Short-Term Pollution Bodily Injury and Property Damage
Coverage C:	Non-Owned Site Pollution Bodily Injury and Property Damage
Coverage D:	Hostile Fire and Building Equipment
* Coverage E:	Products Pollution and Exposure Liability
Coverage F:	Contractors Pollution Liability
* Coverage G:	Transported Cargo Pollution Liability
Coverage H:	Personal and Advertising Injury Liability

Coverage II:

Coverage A:	Medical Expense
Coverage B:	Employee Benefits Liability

Coverage III: (Claims Made Basis)

Coverage A:	Site Pollution Legal Liability – Bodily Injury and Property Damage
Coverage B:	Mandated On-Site Clean Up Costs
Coverage C:	Off-Site Clean-Up Costs

Coverage IV: (Claims Made Basis)

Coverage A:	Professional Liability

Each Occurrence Limit:	$1,000,000
General Aggregate Limit:	$2,000,000
Products/Completed Operations Aggregate Limit:	$2,000,000
* Pollution Legal Liability (Each Loss Limit):	$1,000,000
Damage To Premises Rented To You Limit:	$300,000
Medical Expense Limit:	$25,000

Deductibles:

Short Term Pollution	$25,000
Non-Owned Site Pollution	$25,000
Employee Benefits	$1,000
Coverage III	N/A (Coverage Excluded)
Coverage IV	N/A (Coverage Excluded)
All other coverage	$0

Projected Annual Revenue: $1,000,000

The Premium amount(s) stated above does not include surplus lines tax, or surplus lines fees

The Premium amount(s) stated above does not include the premium for Terrorism Risk Insurance Act Coverage The insured opted to decline this coverage

IRONSHORE
your safe harbour

IronEnviro Insurance Proposal

Product:	IronEnviro Casualty Umbrella
Policy Number:	010G00918002
Policy Period:	From: 02/14/2009 to: 02/14/20010
Named Insured:	Norphlet Chemical
Issuing Company:	Ironshore Indemnity Inc.
Producer:	Environmental Underwriting Solutions One Perimeter Park South, Suite 405N Birmingham, AL 35243

Umbrella

Coverage and Limits of Liability

- Each Occurrence, Offense, or Loss	$10,000,000
- Products/Completed Operations Aggregate Limit	$10,000,000
- All Other Coverage Combined Aggregate (Except Automobile Liability; which is not subject to the Aggregate Limit)	$10,000,000

Underlying Coverage Contemplated:

Coverage	Exposure	Exposure Amount
General Liability	Revenue	$6,000,000
Pollution	Sites	1 (S&A Coverage)
Auto	Vehicles	NA
Employer's Liability	Employees	NA

Self Insured Retention: $10,000

The Premium amount(s) stated above does not include surplus lines tax, or surplus lines fees

The Premium amount(s) stated above does not include the premium for Terrorism Risk Insurance Act Coverage The insured opted to decline this coverage

Underlying Coverage:

1. IronEnviro Protector Package (A Combined General Liability and Pollution Policy)

Carrier:	Ironshore Indemnity Inc.
Policy Period:	02/14/2009 to: 02/14/2010
Policy Number:	010G00918001
Limits:	
Each Occurrence Limit:	$1,000,000
General Aggregate Limit:	$2,000,000

Products/Completed Operations Aggregate Limit:	$2,000,000
Pollution Legal Liability (Each Loss Limit):	$1,000,000
Employee Benefits:	$1,000,000
Damage To Premises Rented To You Limit:	$300,000
Medical Expense Limit:	$25,000

2. Commercial Auto

Carrier: NA
Policy Period: to:
Policy Number:
Limits:

3. Employer's Liability

Carrier: NA
Policy Period: to:
Policy Number:
Limits:

IRONSHORE
your safe harbour

IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 1006
(877) IRON411

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)
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A **pollution incident** known by a **responsible executive** prior to the inception of the **policy period** but not specifically referenced, or identified on the Schedule of Known Incidents or Pollutants Endorsement, if any attached to this policy.

Coverage F: Pollution Liability during Transportation

1. **Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages to which this insurance applies because of:

a. **Bodily injury, property damage** or **environmental damage** including **emergency response expense** arising out of a **pollution incident** during **transportation**; and

b. **Bodily injury, property damage** or **environmental damage** including **emergency response expense** arising out of **misdelivery** during **transportation;**

But only if:

(1) The **bodily injury, property damage** or **environmental damage** is caused by an **occurrence** that takes place in the **coverage territory**; and

(2) The **bodily injury, property damage** or **environmental damage** takes place during the **policy period.**

2. **Exclusions**

In addition to exclusions found in **COVERAGE PART I – Common Exclusions,** this insurance does not apply to:

a. **Criminal Fines, Penalties and Assessments**

Any criminal fines, criminal penalties or criminal assessments.

b. *Damage to Conveyance*

Property damage to any **conveyance** utilized during **transportation**. This exclusion does not apply to **claims** made by third-party carriers for such **property damage** arising from the insured's negligence.

c. ~~Prior Pollution Incidents~~

A **pollution incident** known by a **responsible executive** *prior to the inception of the* ***policy period***.

Coverage G: Contractors Pollution Liability

1. **Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury, property damage** or **environmental damage, including emergency response expense,** to which this insurance applies arising out of a **pollution incident** caused by **your work** but only if:

a. The **bodily injury, property damage** or **environmental damage** is caused by an **occurrence** that takes place in the **coverage territory**; and

b. The **bodily injury, property damage** or **environmental damage** takes place during the **policy period**.

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

3. **Auto** means

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.

b. Any other land vehicle that is subject to a compulsory or financial responsibility law in the state where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

4. **Bodily injury** means physical injury, sickness, disease, building-related illness, mental anguish, shock or emotional distress sustained by any person, including death resulting therefrom.

5. **Claim** means a demand, notice or assertion of a legal right alleging liability or responsibility on the part of the insured.

6. **Clean-up costs** means reasonable and necessary expenses including **restoration costs** incurred with our prior written consent, to investigate, remove, dispose of, abate, contain, treat, neutralize, monitor or test soil, surfacewater, groundwater or other contaminated media but only:

a. To the extent required by **environmental laws**;

b. In the absence of a. above, to the extent recommended in writing by an **environmental professional**; or

c. For those costs that have been incurred by the government or any political subdivision within definition **8a.** of **coverage territory**, or by parties other than you.

Clean-up costs does not include:

a. costs, charges or expenses incurred by the insured for materials supplied or services performed by the insured unless such costs, charges or expenses are incurred with our prior written approval.

b. **Property damage**

7. **Conveyance** means any **auto**, railcar, train, watercraft or aircraft. **Conveyance** does not include pipelines.

8. **Coverage territory** means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or **transportation** to or from any place not included in Paragraph a. above; or

c. All other parts of the world if the injury or damages arises out of:

(1) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

21. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

22. **Legal and Claims Expense Payments** means:

    a. All expenses we incur.

    b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to $500 a day because of time off from work.

    c. All court costs taxed against the insured in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

    d. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

    e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

    f. Expenses incurred by the insured for first aid administered to others at the time of any accident, for **bodily injury** to which this insurance applies.

23. **Loading or unloading** means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;

    b. While it is in or on an aircraft, watercraft or **auto**; or

    c. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered.

    Loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.

24. **Location** means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

25. **Mold matter** means fungi, mold and mildew, whether or not such **mold matter** is living.

26. **Misdelivery** means the delivery of any liquid product into a wrong receptacle or to a wrong address or the erroneous delivery of one liquid product for another.

27. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

CONFIDENTIAL RAIL TRANSPORTATION CONTRACT
PURSUANT TO 49 U.S.C. SECTION 10709

AGREEMENT:
This Agreement is made between(Not applicable) (Customer) and the following participating carriers (together referred to as Railroad): (Not applicable).

TERM:
The Effective Date of this #Agreement# shall be.(Not applicable) (Not applicable), (Not applicable) and it shall expire on (Not applicable) (Not applicable), (Not applicable) (Expiration Date).

TRANSPORTATION UNDER THIS AGREEMENT:
Subject to the terms and conditions of this Agreement, Railroad shall provide line-haul transportation of Customer's commodity(ies) identified herein, in Equipment, from Origin(s) to Destination(s) via Specified Routing as such terms are defined in this Agreement and any rate attachment. For purposes of this Agreement "Specified Routing" shall mean the movement of shipments hereunder via the rail carriers and junctions identified in this Agreement.

CONTRACT RATES:
For line-haul transportation of Customer's shipments of #Commodity# from Origin(s) to Destination(s) Via Specified Routing, Customer shall pay to Railroad the #Contract Rate(s)# set forth in the attached Exhibit, subject to the restrictions set forth in the attached Exhibit and any rate adjustment provisions contained in this Agreement.

MINIMUM VOLUME REQUIREMENT:
Minimum Volume Requirement shall mean that for each Minimum Volume Period during the term of this Agreement, Customer agrees to route via Specified Routing a minimum of 95% of its controllable Minimum Volume Units of Commodity shipped by Customer direct or indirect via rail. This shall include shipments moving via rail direct, rail-truck, truck-rail, or any other combination of surface transportation mode from Origin to Destination(s). For purposes of this Agreement, "indirect" rail shipments shall include those shipments transported via motor carrier, barge or pipeline from the Origin to a railhead for transloading to rail cars. For purposes of this Section "controllable" shall mean such Minimum Volume Units for which Customer controls the routing from its facility via any surface transportation mode as such terms are defined in this Agreement:

Minimum Volume Period: Each twelve (12) month period, or any portion thereof, during the Term of this Agreement, and any extension period thereafter, if applicable.

Minimum Volume Unit: Carload.

VOLUME CERTIFICATION:
Upon written request from Railroad, Customer shall submit a written statement to the following parties certifying the following information for shipments of Commodity moved during the Minimum Volume Period just completed:

Senior Manager-Revenue Analysis
Union Pacific Railroad Company
STOP 1720, 1400 Douglas St.
Omaha, NE 68179

1. The total number of Minimum Volume Units of Commodity routed by Customer from Origin(s) to Destination(s);

2. The total number of Minimum Volume Units of Commodity routed by Customer from Origin(s) to Destination(s) Via Specified Routing; and

3. Whether Customer is in compliance with the Minimum Volume Requirement set forth herein.

SHORTFALL PAYMENT:
If Customer fails to meet the Minimum Volume Requirement, or fails to certify within thirty (30) days from the date of Railroad's request therefore that it has met the Minimum Volume Requirement, Customer shall pay Railroad as liquidated damages a Shortfall Payment equal to the Contract Rate multiplied by the difference between the number of Minimum Volume Units which would have been shipped had the Minimum Volume Requirement been met and the number of Minimum Volume Units of Commodity actually routed Via Specified Routing from Origin(s) to Destination(s) during that Minimum Volume Period. Railroad shall bill Customer and Customer shall pay Railroad a Shortfall Payment within thirty (30) days of receipt of the bill therefor.

RIGHT TO AUDIT:
Customer's certification of its compliance with the Minimum Volume Requirement shall be subject to Railroad's right to audit described in the RECORDKEEPING AND AUDITS Section of this Agreement.

BILLING:
Shipments shipped by Customer under this Agreement shall be accompanied by a bill of lading and/or billing instructions referencing this Agreement's #STB# number, and containing the appropriate Standard Transportation Commodity Code. In the event of a conflict between the terms of this Agreement and conditions contained on the bill of lading and/or billing instructions, the terms of this Agreement shall govern. For purposes of determining the date on which a shipment was made, the waybill date shall govern.

PAYMENT PROCEDURES (FREIGHT CHARGES):
Customer shall pay to the Railroad issuing the Freight Bill the Contract Rate(s) in accordance with the credit and collection terms set forth in Uniform Freight Classification 6000-series, Rule 62, as amended from time to time.

All claims for overcharges or undercharges (including duplicate payments) for freight charges arising under this Agreement must be filed in writing within twelve (12) months from the date of the original freight bill. Any court proceeding to collect an overcharge or an undercharge shall be commenced within six (6) months of the date of written declination of a timely filed claim.
Overcharge or undercharge claims or lawsuits for less than $100.00 per freight bill shall not be filed. No claim shall be paid if the overcharge or undercharge is found to be under $100.00 per freight bill.

EQUIPMENT MILEAGE ALLOWANCE/CAR HIRE:
(a) Carrier - When this Agreement authorizes shipment of Customer's Commodity in Equipment owned or leased by carriers, Railroad does not guarantee supply of such Equipment. Railroad shall furnish such Equipment to Customer in the same manner and on the same basis that it provides such Equipment to any customer that does not have a contract with Railroad.

(b) Private - When this Agreement authorizes shipment of Customer's Commodity in privately owned or leased (Private) Equipment, such Private Equipment shall be in serviceable condition for the safe transport of Commodity over rail lines. If only Private Equipment is authorized, Railroad shall have no obligation to supply railcars under this Agreement. Except as may otherwise be provided in this Agreement, Railroad shall pay the mileage allowance published in Tariff UP 6007, including any supplements or amendments thereto or reissues thereof in effect at the time movement occurs, for the use of Private Equipment.

SERVICE:

This Agreement shall not grant to Customer any guaranteed service schedule. Railroad shall provide service to Customer in the same manner and on the same basis that it provides service to any customer that does not have a contract with Railroad.

PRIVILEGES:
Diversion, reconsignment or transit privileges shall not be permitted under this Agreement.

RECORDKEEPING AND AUDITS:
Customer shall keep accurate records of shipments covered by this Agreement and designated Railroad personnel or its agent shall, at reasonable times, have the right to inspect such records kept by Customer for the purpose of determining compliance with the terms of this Agreement.

LIABILITY AND CLAIMS:
Customer agrees not to file any claim for freight loss or damage when the amount of proven loss or damage is less than $200.00 per carload (Minimum Claim Amount). If Customer's proven loss or damage is determined to be in excess of the Minimum Claim Amount, the Minimum Claim Amount shall be deducted from any claim against Railroad for loss or damage to Commodity. In all other respects, claims shall be processed in accordance with 49 U.S.C. Section 11706 and 49 C.F.R. Part 1005.

All lawsuits must be filed within twelve (12) months from the actual, or in the event of loss of shipment, from the expected date of delivery by Railroad.

LADING:
Securement of lading shall be in accordance with the effective rules of the Association of American Railroads, or as modified to meet the needs of Customer, subject to approval of Railroad's Freight Loss and Damage Prevention Department. When hazardous articles are involved, safe loading, handling and transporting of such articles shall be performed in accordance with all Federal, State and Local requirements.

LINE ABANDONMENT:
The terms of this Agreement in no way obligate Railroad to continue ownership, maintenance (including weight standards), or operation of any rail lines. Railroad will not be liable for any consequential damages or increased transportation costs incurred by Customer as a result of Railroad's discontinuation of ownership, maintenance (including weight standards), or operation of any rail lines. If Customer fails to meet the Minimum Volume Requirement set forth in the Minimum Volume Requirement Section of this Agreement, if any, due to lawful cessation of service or abandonment of any rail lines during any period of this Agreement, as Customer's sole remedy the Minimum Volume Requirement for the current and any future Minimum Volume Period(s) shall be waived from or to the affected Origin(s) or Destination(s), as applicable.

OTHER APPLICABLE PROVISIONS:
Services or other matters not specifically addressed in this Agreement shall continue to be governed by and paid for in accordance with rules, regulations, statutory provisions and provisions of the applicable tariffs, or in other rate and service terms established under 49 U.S.C. Section 11101 that would have applied in the absence of this Agreement, and such rules, regulations and provisions, as amended from time to time, are herein incorporated by reference without being specifically listed. To the extent any such rules, regulations or provisions as they relate to the parties hereto are inconsistent with the terms of this Agreement, the terms of this Agreement shall govern. If for any reason, including but not limited to, exemption from regulation under 49 U.S.C. Section 10502, any rule, regulation or tariff provision incorporated by reference under this Agreement should cease to exist or become inapplicable, the last published rule, regulation or tariff provision that would have applied shall govern. Where reference is made in this Agreement to tariffs or to other rates and service terms established under 49 U.S.C. Section 11101, such references are continuous and include supplements to and successive reissues of such tariffs, rates and service terms.

NOTICES:
All notices required under this Agreement shall be in writing and shall be effective upon receipt. They shall be sent via personal delivery, via Certified U.S. Mail (Return Receipt Requested) or via overnight service which provides evidence of delivery ("Notice") addressed to the party to be notified at the address shown below or at any other address which such party has given notice, in accordance with this Notices section to the other parties hereunder.

(Not applicable)

FORCE MAJEURE:
(a) In the event either party is unable to meet its contract obligations as a result of acts of God, war, terrorism, embargoes, insurrection, strikes, lock-outs or other defensive shutdowns, derailments, or any like causes beyond its control, that party's obligations and those of such other party affected by the **force majeure** condition shall be suspended for the duration of same; PROVIDED, HOWEVER, that the parties shall make all reasonable efforts to continue to meet their obligations during the duration of the **force majeure** condition; and PROVIDED, FURTHER, that the party declaring **force majeure** shall promptly notify all other parties when the **force majeure** condition begins to exist, the nature of the **force majeure** and when it is terminated. If a party's contract obligations are suspended under the provisions of this Section, then in addition to any other obligations which may be suspended during the **force majeure**, the Minimum Volume Requirement set forth in this Agreement shall be reduced by 1/365 for each 24-hour period of the **force majeure** condition.

(b) The suspension of any obligations owing to **force majeure** shall neither cause the term of this Agreement to be extended nor affect any rights accrued under this Agreement prior to the **force majeure** condition.

RENEGOTIATION:
(a) If during the term of this Agreement (1) a rail carrier not a party to this Agreement cancels a joint rate or through route (including but not limited to cancellation of a reciprocal switching arrangement) under or over which Commodity is transported under this Agreement or cancels absorption of switching charges at Origin(s) or Destination(s) not directly served by Railroad; or (2) Railroad abandons or ceases service on any rail line used for line-haul transportation under this Agreement, this Agreement shall terminate as to any Origin(s) and/or Destination(s) affected thereby and any party may initiate renegotiation of this Agreement.

(b) If a provision of this Agreement becomes unlawful by virtue of a change in law, regulations, or court decision, such provision shall be considered as having been severed from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect; PROVIDED, HOWEVER, that if in the event of severance of such unlawful provision or any part thereof the maintenance of this Agreement results in a material adverse effect on any party, the party suffering the material adverse effect may initiate renegotiation of this Agreement; and further provided, however, that in no event shall competitive transportation proposals be grounds for renegotiation.

(c) Renegotiation as contemplated in clause (a) and (b) of this Renegotiation provision shall be initiated by written notice to all parties. New terms so renegotiated shall be reduced to writing in the form of an addendum to this Agreement. If after such renegotiation in good faith, the parties are unable to agree upon new terms within thirty (30) days of the written request for such renegotiation, any party may terminate this Agreement by giving the other parties advance written notice stating when such termination shall become effective

ASSIGNMENT:
No party hereto may assign this Agreement, in whole or in part or any interest arising under this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld, except that no such consent shall be required where assignment is to a parent or to a successor in interest of all of the assets of such party by way of merger. Any assignment of this Agreement, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void, and at the option of any party whose written consent should have been obtained, this Agreement may be terminated. Subject to this section, this Agreement shall be binding upon and inure to the benefit of

the parties hereto, their successors and assigns.

CONFIDENTIALITY:
No party may disclose any of the terms of this Agreement to any non-party without the prior written consent of the other parties except (1) as required by law; (2) to a corporate parent, subsidiary or affiliate; (3) to legal counsel, or (4) to auditors retained by a party for the sole purpose of pre-rating Customer's shipments or assessing the accuracy of freight charges; PROVIDED HOWEVER, Customer may disclose ONLY this Agreement's rate(s) and route(s), to its auditor; FURTHER PROVIDED, HOWEVER, auditor must have agreed in a legally binding instrument that the auditor will abide by this confidentiality clause as if auditor was a party to this Agreement. Each party to this Agreement agrees to indemnify the other from and against any damage(s) suffered by a party as a result of disclosure by a party hereto, or by an auditor or counsel of any of the terms, conditions or rates set forth herein in violation of this CONFIDENTIALITY provision. In the event a party determines that the terms of the Agreement have been disclosed to a non-party without the prior written approval of the non-disclosing party, then the non-disclosing party shall have the option to terminate this Agreement upon thirty (30) days written notice to the disclosing party and seek whatever legal remedies it may have.

*Third Party Beneficiaries:*This Agreement is intended for the sole benefit of the signatories to this Agreement and is binding upon their respective successors and assigns. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation or other entity, other than the signatories hereto, their permitted successors and permitted assigns, and their affiliates any legal or equitable right, remedy or claim under this Agreement.

HAZARDOUS MATERIALS:
1) Each bill of lading shall contain all information required by all applicable state and federal laws and regulations governing the transportation of hazardous materials.

(2) WITH RESPECT TO THE LIABILITY OF RAILROAD(S) TO CUSTOMER FOR LOSS OR DAMAGE TO THE COMMODITY ITSELF, RAILROAD(S) SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING FROM LOSS OR DAMAGE TO COMMODITY OR FOR ANY AMOUNT IN EXCESS OF THE ACTUAL DAMAGE TO THE COMMODITY TRANSPORTED HEREUNDER.

(3) EACH PARTY SHALL INDEMNIFY, DEFEND AND HOLD THE OTHER PARTIES HARMLESS FROM AND AGAINST ANY AND ALL EXPENSE, COST AND LIABILITY TO THIRD PARTIES FOR LOSS AND DAMAGE, INCLUDING BUT NOT LIMITED TO LOSS AND DAMAGE TO COMMODITY, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, POLLUTION AND CONTAMINATION, ARISING OUT OF OR RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY, ITS AGENTS AND EMPLOYEES. IN THE EVENT OF JOINT NEGLIGENCE, LIABILITY SHALL BE APPORTIONED TO EACH PARTY BASED ON THE PORTION OF THE LIABILITY CAUSED BY ITS PROVEN NEGLIGENCE.

(4) If Commodity moves in Customer owned, controlled or leased equipment, such equipment shall comply with applicable rules and regulations for private railcars established by the Association of American Railroads, Federal Department of Transportation and Federal Railroad Administration.

(5) Said equipment shall also comply with all applicable Hazardous Materials Regulations of the U.S. Department of Transportation (DOT), as published in Title 49 of the Code of Federal Regulations, as amended, supplemented and revised. Compliance therewith shall in no way relieve any party from any liabilities otherwise assumed under this Agreement and it shall be the responsibility of the party providing the equipment in any case to assure such compliance.

(6) Acceptance of Customer's cars in interchange by Railroad(s) will not relieve Customer of its obligation herein and shall not constitute waiver by Railroad(s) of Customer's obligations hereunder.

(7) Customer hereby warrants and guarantees that all shipments of any of the hazardous materials as listed in the table set forth in Title 49 C.F.R. 172.101 and/or 172.102, as amended from time to time, and tendered to Railroad(s) under this Agreement will be prepared for shipment, loaded and unloaded pursuant to all applicable state and federal laws, rules and regulations concerning the handling, packaging, disposing and transportation of hazardous materials including but not limited to, the Hazardous Materials Transportation Act (49 U.S.C 510 et. seq.), the Resource Conservation and Recovery Act of 1976 ("RCRA") (42 U.S.C. 6901 et. seq.) and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 et. seq.).

(8) In the event of any leakage, release, spillage, dumping or other discharge of the Commodity, while being transported by Railroad(s), Customer upon notification thereof by Railroad(s) shall provide prompt advice with respect to the proper method of cleanup, disposal and other remedial actions to take with respect to such leakage, release, spillage, dumping or other discharge and both parties shall cooperate fully to the extent reasonably necessary to expeditiously and prudently abate or eliminate any hazard; PROVIDED, HOWEVER, that nothing contained in this paragraph shall alter Customer's responsibilities and obligations nor Railroad's responsibilities and obligations under this Agreement.

WAIVER:
The failure of any party to enforce any provision of this Agreement or to prosecute any default shall not be considered as a waiver of that provision nor bar prosecution of that default unless so indicated in writing.

ENTIRE UNDERSTANDING AND EXECUTION:
This Agreement, which consists of the Rail Transportation Contract, and any Exhibits or Riders attached thereto, constitutes the complete and entire agreement between Railroad and Customer for the transportation services defined herein and supercedes all prior and contemporaneous proposals, representations, statements, agreements and promises, express or implied, with respect thereto.

This Agreement may be amended only in a writing signed by the parties, and filed, if required by applicable regulations, according to 49 U.S.C. Section 10709.

TERMINATION:
Termination of this Agreement for any reason shall not release any party from any obligations that may have accrued prior to such termination.

EXHIBIT/RIDER:
This Agreement hereby incorporates the terms and conditions of the Application and Rates page(s), and any Appendix, Exhibit, Segment, or Rider attached hereto. In the event of a conflict between this Agreement's printed words and the Application and Rates page(s), or any Appendix, Exhibit, Segment, or Rider the Application and Rates page(s), Appendix, Exhibit, Segment, or Rider shall govern.

THIS AGREEMENT, consisting of the terms and conditions set forth above, the Application and Rates page(s), or any Appendix, Exhibit, Segment, or Rider has been executed by the authorized officials of the parties hereto and may not be modified or amended in whole or in part, except by a supplemental agreement that is executed by all parties.

*NOTE:
(Not applicable) Indicates places where script conversions should appear however, they are not available via print preview.

AGREEMENT

This Agreement is made and entered into by and between Norphlet Chemical, Inc. (hereinafter "Norphlet"), and Tulstar Refrigerants, LLC. (hereinafter "Tulstar"), and sets forth the terms and conditions of their agreement as to the supply of raw materials, exclusive output of HFC-134a of a minimum stated amount, and right of first refusal thereafter.

WHEREAS, Norphlet is in the business of producing HFC-134a; and

WHEREAS, Tulstar has need for all quantities of HFC-134a that Norphlet can manufacture;

NOW, THEREFORE, for and in consideration of the sums herein expressed and the mutual promises herein contained, be it agreed as follows:

1. SCOPE OF AGREEMENT:

A. Exclusive Output: Tulstar agrees to purchase all HFC-134a Norphlet can manufacture and produce up to a minimum of 15 million pounds of HFC-134a per Output Term. The phrase "Output Term" as used herein shall mean the period commencing on the date Norphlet first produces HFC-134a that conforms to standards stated herein and continuing for a twelve (12) month period thereafter, subject to automatic annual renewal as provided herein. Tulstar agrees to pay Norphlet a tolling fee of $0.51/lb for production of first 15 million pounds of HFC-134a and $0.50/lb for all production of HFC-134a thereafter, subject to and conditioned upon (i) Tulstar's obtaining, in Tulstar's sole discretion and judgment, satisfactory pricing for raw materials; (ii) Norphlet producing said volume of HFC-134a within all applicable legal considerations, such as patents, licenses, environmental regulations, and at a quality that conforms with U.S. Commercial

Standards and meets the most current ARI 700 specifications; and (iii) based on all by-products of production (i.e., HCL) being delivered to a proper destination. Provided market conditions and capacity allow, the Parties intend to have Norphlet toll manufacture an estimated 20-50 million pounds of HFC-134a for Tulstar on an annual basis.

B. Raw Materials: Tulstar will supply Norphlet with raw materials (HF and TCE) required for the manufacture of HFC-134a that is tolled for Tulstar, provided (i) Norphlet agrees to indemnify and hold Tulstar harmless as set forth herein for any loss or harm related to such raw materials after Norphlet or its agent(s) take possession of such raw materials; (ii) Norphlet agrees to pay to Tulstar all costs and expenses related to such raw materials if Norphlet fails to manufacture HFC-134a in sufficient marketable quantity or quality as set forth herein; and (iii) Norphlet agrees to pay Tulstar an agreed amount for raw materials used to manufacture HFC-134a that is either sold to a third party or not purchased by Tulstar consistent with the terms of this Agreement.

C. Right of First Refusal: The Parties agree that Tulstar shall be given the option to purchase all or any portion of HFC-134a manufactured in excess of 15 million pounds of HFC-134a during the Output Term at the price set forth herein. Tulstar shall give notice to Norphlet within 30 days of its intent to purchase all or any portion of such HFC-134a produced by Norphlet in excess of 15 million pounds after receiving notice from Norphlet of such excess production. In the event Tulstar does not purchase all the HFC-134a produced by Norphlet, then Norphlet shall be free to sell such excess production not purchased by Tulstar to Honeywell or LSB Industries at such prices as Norphlet may negotiate with Honeywell or LSB Industries.

2. ADDITIONAL STANDARDS:

Regarding the manufacturing process by Norphlet, it is agreed that Norphlet should produce one pound of HFC-134a and the by-product HCL with 1.720 pounds of TCE and 0.0832 pounds of HF. This is based on 95% of theoretical. In the event Norphlet does not achieve the optimum ration above expressed 95%, adjustments in the price of raw materials shall be negotiated by these parties.

3. TERM AND TERMINATION:

This Agreement shall be for a term of one (1) year and shall automatically renew for successive one year terms. This Agreement and any renewal thereof may be terminated by either Party by written notice of that Party's intent not to renew this Agreement submitted to the other Party at least 30 days prior to the renewal date.

4. INSURANCE AND INDEMNITY:

Norphlet agrees to procure and maintain general liability insurance, umbrella policy, and workers' compensation insurance in coverage amounts of 10 Million Dollars, and name Tulstar as additional insured on all policies during the term of this Agreement and any Output Term; Norphlet agrees to supply Tulstar with a current certificate of insurance to verify compliance with this subsection. Norphlet hereby agrees to indemnify, defend and hold harmless Tulstar, its parent, subsidiaries, and related companies, its licensees, affiliates, and their respective officers, directors, agents, and employees from any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses (including reasonable legal fees and costs) relating to or arising out of any breach of any of the warranties, representations or agreements hereunder or otherwise in connection with the manufacture, production,

storage, distribution, or otherwise related in any way to the HFC-134a or the raw materials thereto, except for gross negligence by Tulstar.

5. CONFIDENITALITY:

The Parties shall hold in confidence the terms of this Agreement and any negotiations relating thereto. Neither Party shall disclose, without the other Party's prior consent to any third party (other than its respective employees, directors, officers, attorneys and agents engaged in this transaction, in their capacity as such, on a need-to-know basis), any information with respect to the terms and provisions of this Agreement except: (a) to the extent necessary to comply with law or the valid order of a court of confident jurisdiction, in which event the party making such disclosure shall so notify the other Party as promptly as practicable (if possible, prior to making such disclosure) and shall seek confidential treatment of such information; (b) as part of its normal reporting or review procedure to its parent company, banks, auditors, investment bankers, underwriters and/or attorneys (collectively, "Reporting Parties"), provided that such Reporting Parties agree to be bound by the provisions of this paragraph; (c) in order to enforce to its rights pursuant to this Agreement; and (d) when such information is otherwise publicly available.

6. REMEDIES:

No action or omission by either Party shall constitute a breach of this Agreement unless the other Party first gives notice in writing by setting forth the alleged breach or default, and the Party receiving such notice does not cure the same within a reasonable period of time. The Parties agree that if the obligations hereunder are breached, the

damage, if any, caused to the other Party may be irreparable and sufficient to entitle the non-breaching Party to injunctive or other equitable relief. All remedies afforded herein or otherwise available to either Party hereto shall be cumulative, and no one such remedy shall be exclusive of, or shall be considered a waiver of, any other.

7. MISCELLANEOUS:

A. Power and Authority: Norphlet hereby represents, warrants and covenants that it is a corporation duly formed and validly existing in good standing under the laws of the State of Arkansas and has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder. Norphlet represents and warrants that the individual executing this Agreement on behalf of Norflet has the authority and power to bind Norphlet hereunder.

B. Notices and Amendments: All notices shall be in writing and shall be transmitted by a Party to the other by mail, facsimile, express mail, or personal delivery. No amendment or modification of this Agreement shall be valid unless such amendment or modification is in writing and signed by an authorized representative of both Parties.

C. Entire Agreement and Severability. This Agreement represents the entire understanding and agreement between the Parties, and supersedes all previous statements, representations, writings, or other agreements between the Parties as to the subject matter contained herein. In the event that any provision in this Agreement is deemed to be void or otherwise unenforceable, such provision shall be disregarded and the remainder of this Agreement will remain in full force and effect in all other respects as if the unenforceable provision had not been a part of this Agreement. This Agreement is not intended to

create a joint venture or partnership or similar relationship, and both Parties expressly deny any such relationship.

D. Governing Law. The substantive laws (as distinguished from the choice of law rules) of the State of Arkansas applicable to contracts shall govern the construction and interpretation of this Agreement, the performance by the Parties of the respective obligations hereunder, and all other causes of action (whether sounding in contract or in tort) arising out of or relating to this Agreement or the termination of this Agreement.

WITNESS our hands this 13 day of December, 2005.

Norphlet Chemical, Inc.

By: _____

Title: _____

Tulstar Refrigerants, LLC.

By: _____

Title: President

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into by and between Norphlet Chemical, Inc. (hereinafter "Norphlet"), and Tulstar Refrigerants, Inc. (hereinafter "Tulstar"). This Amendment shall serve to modify the Agreement between the parties hereto dated the 13th day of December, 2005 ("the Agreement"), with respect to the supply of raw materials and the exclusive output of HFC-134a.

WHEREAS, Norphlet and Tulstar entered into the Agreement whereby Tulstar shall purchase HFC-134a from Norphlet; and

WHEREAS, the Agreement provides that Tulstar shall be responsible for the disposal of all by-products of the production process of Norphlet in making the HFC-134a, including the by-product HCL; and

WHEREAS, it is the intention of the parties to amend the Agreement to provide for a contrary disposition of the by-product HCL;

NOW, THEREFORE, for and in consideration of the mutual promises herein expressed and other good and valuable consideration, be it agreed as follows:

1.

The by-product HCL which will result from the manufacturing process of Norphlet in the production of HFC-134a shall be sold by Norphlet to Jones-Hamilton Company (hereinafter "Jones"). Norphlet shall negotiate with Jones a per ton price for the HCL which shall be paid or credited directly to Norphlet by Jones for the HCL purchased from Norphlet until a loan hereafter described is repaid. In this regard, by separate agreement, Norphlet has borrowed the sum of $3,000,000.00 with interest thereon from Jones, and from the proceeds of the HCL sold by Norphlet to Jones, shall be

credited to the account of Norphlet for the indebtedness of Norphlet to Jones, together with any interest and other agreed costs for the financing.

2.

After Jones has been repaid the $3,000,000.00 loan amount, together with interest and other agreed costs of financing, Jones shall continue to purchase the HCL from Norphlet. After the repayment of the loan amount, however, Norphlet shall pay 50% of all amounts received from Jones for the HCL to Tulstar so long as Norphlet continues to produce and Jones continues to buy the HCL.

3

All other by-products of the production process for HFC-134(a) shall be disposed of by Tulstar according to the Agreement between these parties.

4.

All other aspects of the Agreement are hereby ratified and shall remain in full force and effect except to the extent of the Amendment hereby made.

Norphlet Chemical, Inc.

By: _____

Title: CEO

Tulstar Refrigerants, LLC

By: _____

Title: President

COLLATERAL ASSIGNMENT OF CONTRACT

THIS COLLATERAL ASSIGNMENT OF CONTRACT is executed by Norphlet Chemical, Inc., an Arkansas corporation, P.O. Box 100, Norphlet, AR 71759 ("Assignor") for the benefit of the Arkansas Department of Economic Development, One Capitol Mall, Little Rock, AR 72201 ("Assignee") this 5th day of December, 2005.

WITNESSETH:

WHEREAS, Assignee has extended or arranged certain financing transactions for, or on behalf of, Assignor; and

WHEREAS, Assignor is indebted to Assignee under the following described documents and instruments, to wit:

(a) Reimbursement Agreement to be dated the date of issuance of the hereinafter identified bonds, between Assignor and Assignee, whereby Assignor will be obligated to reimburse Assignee for all payments made by it of the principal of and interest on the City of Norphlet, Arkansas Industrial Development Revenue Bonds (Norphlet Chemical, Inc. Project), Series 2006, in the aggregate principal amount of $2,485,000, under the Guaranty of Payment of Industrial Development revenue Bonds to be issued by Assignee.

(b) Promissory Note of even date herewith in the principal sum of One Million Five Hundred Thousand and no/100s dollars ($1,500,000.00) bearing interest at the rate of Five Percent (5%) per annum, made and executed by Assignor for the benefit of the City of Norphlet, Arkansas and Assignee.

All of the foregoing being hereinafter defined as the "Obligations"; and

WHEREAS, Assignor has entered into an Agreement with Tulstar Refrigerants, LLC ("Tulstar") dated December 14, 2005, wherein Tulstar has agreed, *inter alia*, to take or pay for Fifteen Million (15,000,000) pounds of HFC-134a ("Contract"); and

WHEREAS, in order to secure Assignor's payment and performance of the Obligations, Assignor has agreed to transfer, pledge and assign the Contract, and all of its rights thereunder, to Assignee.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, pledges and assigns the Contract to Assignee, and its successors and assigns, together with all rights, powers, interests, privileges and remedies of the Assignor set forth therein.

Assignor warrants and represents to Assignee and its successors and assigns, that:

1. The terms of the Contract are fully set out and disclosed in the copy delivered to Assignor and the Contract is fully assignable.

2. Assignor will notify Assignee of any requested amendment, alteration or revocation of the Contract.

3. Assignor has not executed any prior assignment, pledge or hypothecation of its rights under the Contract, and holds full and complete power and authority to transfer, pledge and assign its rights thereunder. Assignor hereby covenants and agrees that, after an event of default as defined in any security document or instrument evidencing or securing the Obligations ("Security Instrument"), it shall do or cause to be done all acts and things necessary or proper to effect performance and recovery under the Contract.

4. This Assignment is executed as security for the payment of all sums due and owing under the Obligations. Provided that no event of default has occurred under any Security Instrument, Assignor shall have the right to receive all benefits arising out of the Contract.

5. If through the exercise of its rights hereunder Assignee succeeds to Assignor's rights under the Contract, Assignee agrees to perform Assignor's obligations under the Contract to the fullest extent permitted by law.

6. Without limiting the foregoing, Assignor covenants and agrees to execute such further additional instruments, documents and assignments as may be requested by Assignee to vest in Assignee all rights of Assignor under the Contract.

7. Tulstar has executed the Assignment for the sole purpose of acknowledging its consent to the assignment of the Contract.

Witness our hands the day and year first written above.

Norphlet Chemical, Inc.

By: _____
John L. Garrison, CEO

Approved:
Tulstar Refrigerants, LLC.
~~Tulstar Products, Inc.~~

By: _____
Mark Nagle, President

JONES-HAMILTON CO.
RESPONSE TO REQUEST FOR INFORMATION
REGARDING NORPHLET CHEMICAL SUPERFUND SITE,
NORPHLET, UNION COUNTY, ARKANSAS

SSID NO. A6N8

DOCUMENTS PRODUCED IN RESPONSE TO
INFORMATION REQUEST NO. 7

David Henry

From: Vic Forte [vrforte@norphletchem.com]
Sent: Monday, June 16, 2008 1:55 PM
To: dhenry@norphletchem.com
Subject: FW: Waste acid, tars and tantalum from plant and storage tanks being stored in the plastic totes.

From: Vic Forte [mailto:vrforte@norphletchem.com]
Sent: Monday, June 16, 2008 1:45 PM
To: 'Evert Talbot'
Subject: Waste acid, tars and tantalum from plant and storage tanks being stored in the plastic totes.

Evert, as you know Rineco told us they could dispose of this material for $13,000.00. After they received this material they decided they could not take it. (The $13,000.00 did sound to good to be true.) They sent it back to us.

~~I told the Board of NCI after I was asked back in January it could cost at much as $100 to $150 thousand to dispose of it.~~ Ronnie's guess was as high as $400,000.00. We then came up with a way to distill this waste, reducing the amount we would have to dispose of and saving some raw material.

Clean Harbors gave us three different quotes.

(1) If they took it in the totes it would cost $3500.00 per tote=$91,000 & freight and we got the totes and any solids back to dispose of somewhere else.
(2) If we load it into a vac. Truck and they take it by bulk, the cost will be $89,000.00 & any solids left in truck would be an additional cost (unknown) & 17.5% fuel surcharge and we still have the totes to dispose of.

That is when I argued with them about the cost and they came back with the third Quote.

(3) $1800.00 per tote x 26 =$46,800.00 & $1500.00 freight = $48,300.00. They would dispose of totes and any solids left in them in addition to the liquid.

I also asked about terms, they said it is net 15, but we would not be billed until 60 days after they received the material on site. That would be net 75 days from the day we ship it out and they receive it on site.

This material is now being stored it plastic totes, I'm not sure how long it will stay in the totes before they start getting brittle. It has already been in them longer than I intended it to be. I recommend we get shed of it ASAP. I also talked to Ronnie about this and agrees we need to get it off site ASAP.

Again my recommendation is to take the third quote for $50,000.00 and get this material off our plant site.

Please review and let me know.

Thanks,

Vic

Brian Brooks

From: David Henry [dhenry@norphletchem.com]
Sent: Monday, July 21, 2008 5:55 PM
To: Billy Spector; Brian Brooks; Evert Talbot; Jesse Spector ; Jim Crotty ; Lindy Long ; Robert James; Scott Reed ; W.L. Cook
Cc: Nelson Abell
Subject: Cash Request
Attachments: 1280_001.pdf

Gentlemen,

Attached is this week's cash request. There two unusual items. First is the IRS penalty for paying the payroll taxes on 4/30/08. We are now paying them after each payroll. The second item is the fee charged for disposing of the waste totes of what we could not recover from the distilling process of stored materials. We were told that the billing would not be for 60 days (August). The billing was not delayed 60 days, but was billed in late June. Please remember the first estimates we had for the disposal was in the hundreds of thousands of dollars.

Since we are not having a teleconference Executive Committee meeting this week, I will need for each of you to reply by email that you approve of the 3 highlighted items that are over 10k in accordance with the Board resolution approved in April 2008. Please call or email any questions.

Thanks,

David W. Henry
Chief Financial Officer
Norphlet Chemical Inc.
Phone (870) 546-2253
Fax (870) 546-3589
dhenry@norphletchem.com

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From: Norphlet Chemical [mailto:admin@norphletchem.com]
Sent: Monday, July 21, 2008 3:48 PM
To: DAVID HENRY
Subject: Attached Image

	Amount
July 21 - August 1, 2008	
Payroll (7/25/08) Includes pr tax pymt	38,000
Monthly A/P Payments	40,000
Clean Harbors (Waste Tote Disposal)	40,120
Monthly Pays C/L W/C Prop Insurance	76,000
IRS Penalties 1st Qtr	10,200
Trucking Fees on Waste Water	8,000
Misc A/P Items	8,680
Total Cash Needs	**190,000**

Cummulative Cash Requests **2,980,000**

JONES-HAMILTON CO.
RESPONSE TO REQUEST FOR INFORMATION
REGARDING NORPHLET CHEMICAL SUPERFUND SITE,
NORPHLET, UNION COUNTY, ARKANSAS

SSID NO. A6N8

DOCUMENTS PRODUCED IN RESPONSE TO
INFORMATION REQUEST NO. 2

NCI

JONES-HAMILTON CO.
30354 Tracy Road
Walbridge, OH 43465

Phone: (419) 666-9838
FAX: (419) 666-1817
www.jones-hamilton.com

February 26, 2007

Mr. John Garrison
Chief Executive Officer
Norphlet Chemical Inc.
600 Macmillan Drive
PO Box 100
Norphlet, AR 71759

Dear John:

Attached, please find our proposal for funding the completion of the NCI plant. You will note it contains a variety of elements and is intended to complete the project, assure us that the plant will produce good primary and by-product, and provide that all parties, investors, lenders, and management share to various degrees in the sacrifices necessary to bring the project to completion.

By the time you receive this letter, I will have called you to arrange a time for us to discuss any and all aspects of this proposal. We are fully aware of the need to meet a payroll on March 9. We could meet in Nashville on March 2 or at your site on March 6. We prefer to discuss this in person rather than by phone or email. Our plan is to have Evert, Brian and I participate in this meeting.

Sincerely

JONES-HAMILTON CO.

Robert L. James
President and CEO

RLJ/jf

Attachment

Responsible Care

Proposed Norphlet Deal Points

1. Potential $2 million **cash** note with the following terms and conditions.
   - 3 year term
   - Interest rate 15% to compensate for risk.
   - Interest accrues at prime on outstanding draws until 150 days from startup. At 180 days from commencement, interest is due and payable. Principal and interest payments begin at 210 days from operation.
   - The Jones-Hamilton Co. note assumes a senior position to all shareholder notes
   - John and Jeff personal guarantees
   - Secured by all of the Norphlet stock
   - Default on the note could be triggered under the following conditions. If the plant is not producing on specification acid within 30 days of the agreed upon date or non-payment of principal and interest payments when due.

2. A $20 discount will apply to all of the pricing categories stipulated in the "Amendment to Sales and Distribution Agreement" that was executed on December 19, 2006. This discount would remain constant for the perpetual term of the contract.

3. Jones-Hamilton Co. would constructively receive a 15% equity position in the company. The legal form of the entity would comply with Norphlet's status as an S corporation but the legal entity would be designated by Jones-Hamilton Co.

4. Jones-Hamilton Co. would locate and hire a process consultant to determine the viability of the operation. This includes a review of the patentable process to purify the HCl. Jones-Hamilton Co. would execute a mutually agreeable non disclosure agreement with regards to this process.

5. Jones-Hamilton Co. would provide daily onsite supervision and progress reporting through our contractor, Gem Industrial.

6. Payroll for the following executives will be deferred until the production of on specification acid: John Garrison, Jeff Garrison, Vic Forte, Ronnie Jackson, John Peterson, and David Henry.

7. Penalties for further delays of $7,500 per day for every day past March 31, 2007 that Norphlet does not produce on specification acid as defined in "Exhibit A of the Sales and Distribution Agreement." These penalties, if any, would be paid in even monthly payments over the first six months of plant operations.

Norphlet Chemical Inc.

Memo

To: Board Members/Shareholders

From: David Henry

Date: January 4, 2008

Re: Financials/January Board Meeting

The attached financials are the preliminary financials before any year end audit adjustments. Each shareholder will be sent a copy of the audit report when it is complete. The January Board meeting will be January 17, 2008 at 10:00 in the plant conference room. Please let me know if you will be unable to attend.

Norphlet Chemical Inc.
Balance Sheet
December 31, 2007

Current Assets		
Cash	8,414	
Petty Cash	1,656	
Cash Debt Service Fund	249,842	
Loans Receivabe-Other	1,000	
Total Current Assets		260,912
Property, Plant & Equipment		
Plant Construction in Progress	10,744,079	
Railraod Construction in Progress	607,423	
Furniture & Fixtures	18,896	
Equipment	102,961	
Computer Equipment	47,403	
Computer Equipment in Progress	2,031	
Computer Software	3,596	
Land	318,534	
Cost Property Plant & Equipment		11,844,923
Accumulated Depreciation		
Furniture & Fixtures	-3,822	
Computer Software	-1,199	
Comuter Equipment	-11,750	
Equipment	-13,734	
Total Accumulated Depreciation		-30,505
Net Property, Plant & Equipment		11,814,418
Other Assets		
Utility Deposit	18,500	
Deferred Financing Costs	146,106	
Total Other Assets		164,606
Total Assets		12,239,936

Current Liabilities		
Accounts Payable	961,461	
Payroll Taxes Payable	225,451	
Short Term Bank Loan	175,210	
Interest Payable	110,674	
Aflac Payable	1,543	
Total Current Liabilities		1,474,339
Long Term Notes Payable		16,151,265
Total Liabilities		17,625,604
Equity		
Common Stock	1,010	
Additional Paid in Capital	249,990	
Retained Earnings	-1,360,243	
Current Year Net Income	-4,276,425	
Total Equity		-5,385,668
Total Liabilities & Equity		12,239,936

Norphlet Chemical Inc.
Income Statement
December 31, 2007

Sales	**0**

Gross Profit on Sales	**0**

Expenses	**Dec**	**YTD**
Salaries	162,295	2,041,032
Payroll Taxes	11,331	159,462
Employee Benefits Expense	31,060	402,137
Intrest Expense	1,495	175,971
Professional Fees	0	34,035
Insurance Expense	14,987	269,493
Supplies	3,452	248,187
Equipment Rental Expense	201	84,579
Contract Labor	4,500	665,373
Utilities	25,911	154,694
Travel Expenses	258	3,491
Other Expenses	1,022	37,971
Total Expenses	256,512	**4,276,425**

Net Income	**-4,276,425**

Mr. Robert L. James
President & CEO
Jones-Hamilton Co.
30354 Tracy Road
Walbridge, OH 43465-9792

Re: Norphlet Chemical Loan

Dear Mr. James:

Thank you for your company's generous offer to match up to $500,000.00 raised by Norphlet Chemical for the completion of our project. We understand that your funds will be added to the existing $2,000,000.00 cash loan from Jones-Hamilton Co. to Norphlet Chemical Inc.

Norphlet Chemical commits that we will raise our $500,000.00 through contributions or loans in the next 30 days. If you should have any questions, please call me.

Sincerely,

Jeffrey S. Garrison
President

David W. Henry
Chief Financial Officer

Rick Nelson
578-7555
Eval Steel Ayne

Norphlet Chemical Inc.
Financing Plans
November 12, 2007

Stock Plan

1. The company will issue 1,000 shares of stock @ $1,000.00 per share.
2. Each investor will issue a letter of credit to the company equal to their ownership percentage in the company.
3. The letters of credit will be used as collateral for company loan.
4. If all investors participate this will raise $1,000,000.00 in letters of credit and will cause no dilution for any investor since the ownership percentage was used as the basis for additional shares not the number of shares they currently own.
5. If an investor chooses not to participate, their shares would be available to the investors who did participate on a prorated basis until all the shares have been exercised. The investor who does not participate will have dilution of their ownership in the company.
6. Here's an example: If you are currently a 1% owner, you would issue a $10,000 letter of credit to the company and receive 10 additional shares of stock.

Letter of Credit Plan

1. Each investor would issue a letter of credit to the company in the amount of their ownership percentage times $10,000.00.
2. If an investor chooses not to participate and another investor steps up for them, then the investor who did not participate would give the one who did 2.5 times the amount the second investor put in the company out of their future earnings. This pay back would start as soon as the company has positive net income.
3. There would be no dilution of any investor's ownership percentage in the company.
4. Here's an example: If you are a 1% owner in the company, you would issue a letter of credit to the company for $10,000.00. If you did not participate and some one else put up letter of credit for your ownership percentage, you would owe them $25,000.00 out of your future earnings in the company

Loan Plan

1. The Long Brothers have offered to loan the company $800,000.00 for 8% of John/Jeff Garrison's personal stock in the company.
2. These shares are available to all of the other shareholders if they loan the company funds under the same terms (100,000.00 for 1%). The Longs will do the whole 800,000 if no other shareholder chooses to participate.
3. Here's an example: If you wish to loan the company $100,000.00 you will receive 1% of the stock owned by John/Jeff Garrison.
4. John & Jeff have asked for the opportunity to buy the stock back at a set price.

Any loan generated by either of these options would most likely be for one year. The expenditure of funds under any of the options will be monitored by the Executive Committee and be reported to the board. The stock option will require a super majority (85%) approval of the board and shareholders. The loan will require Board approval.

agreed $800 000 for 5%
details to follow; other shareholders can participate.

Robert James

From: David Henry [dhenry@norphletchem.com]
Sent: Tuesday, November 13, 2007 7:40 AM
To: Robert James
Subject: Norphlet Chemical
Attachments: NCI Financing 110507.doc

Bob,

The attached word document describes the three plans presented to the Executive Committee yesterday to raise the funds to match Jones-Hamilton funds. We also sent the plans to Nelson Abell. We should have an answer by tomorrow. Please call or email any questions.

David W. Henry
Chief Financial Officer
Norphlet Chemical Inc.
Phone (870) 546-2253
Fax (870) 546-3589
dhenry@norphletchem.com

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Norphlet Management and Financial Plan Prepared by Bob James 1/09/08

The following is a working agenda for discussion of the plan to complete the plant and provide interim operating and financial controls, and provide the necessary financing.

1. Capital Equipment Plan: Obtain a detailed equipment list, installed cost, and timeline for completion of the plant and production of saleable product. This plan is to be created by John and Jeff Garrison, Vic Forte, Ronnie Jackson and David Henry; signed off by them and reviewed and approved by an "outside expert on the production of 134a". The independent expert will review the entire plant design for effective and efficient operation and production of 134a and HCl

2. Operating expense reduction plan: Obtain a detailed list of expected monthly operating expenses through June 30, 2008. This list is be created by John Garrison and David Henry and signed by them. The Plan will be reviewed and approved by the key investor group and will require immediate reduction, in detail, of 25% . Through preliminary conversations the operating expenses for the next 6 months are expected to be $1.8 million, or $300,000/month. Thus a 25% reduction would save $75,000/month.

3. Vendor management plan: David Henry will be asked to provide an aged report of all accounts payable and his plan for payments on these accounts through June 30, 2008. A second list will be made of all debt service required during this same period. These lists will be reviewed by the key investor group in light of new financing available, changes made, and approved by John Garrison and David Henry and the key investor group..

4. All cash disbursements will require an additional signature, that of Scott Carter. All cash disbursements will be made in accordance with the three above plans .No purchases will be made on behalf of Norphlet, except those in accordance with these approved plans.

5. The estimated, projected cash needs will be about $3 million. It is anticipated that the State of Arkansas debt will be renegotiated. JH, Long Brothers, and Nelson Abell will provide all or part of the requirement. This group will take responsibility for procuring any amount not funded directly. Any interim "bridge loan" necessary to fund operations while these Plans are being finalized will become a part of that parties' participation in the final financial plan. This investor group will seek approval of this plan by the Norphlet Board of Directors on Jan. 17. The financial package will have a set of general Terms and Conditions, and the individual investors will make their own specific demands, all of which must be approved by the Board of Directors. The objective of this plan is to fund the start-up of the plant and to avoid involuntary bankruptcy.

December 21, 2007

Dear Shareholder,

We are now in a place of approving the stock plan for additional funding that may be needed for the project. Here are the basics of the stock plan:

B 1000 c 2000

1. The company will issue 1,000 shares of stock @ $1,000.00 per share.
2. Each investor will issue a bank letter of credit to the company equal to their ownership percentage in the company.
3. The letters of credit will be used as collateral for company loan.
4. If all investors participate this will raise $1,000,000.00 in letters of credit and will cause no dilution for any investor since the ownership percentage was used as the basis for additional shares not the number of shares they currently own.
5. If an investor chooses not to participate, their shares would be available to the investors who did participate on a prorated basis until all the shares have been exercised. The investor who does not participate will have dilution of their ownership in the company.
6. Here's an example: If you are currently a 1% owner, you would issue a $10,000 letter of credit to the company and receive 10 additional shares of stock.
7. The loan generated by the plan would most likely be for one year. The expenditure of funds under the stock plan would be monitored by the Executive Committee and be reported to the Board. The loan terms will be approved by the Board.

The stock option will require a super majority (75%) approval of the board and shareholders. We are asking for your decision on this plan now because of the time frame involved in each of us obtaining the necessary bank letter of credit. This is a contingent plan for funding should there be a need beyond the current loan program. Please mark you decision and sign below the choices listed on the second page of this letter. Once completed, please fax or email your form to David Henry. Thanks for your support of Norphlet Chemical.

Sincerely,

John L. Garrison, CEO

Jeffrey S. Garrison, President

David W. Henry, CFO

This plan failed for lack of 75% vote
Not voting or voting against men John Jeff Garrison and Billy Spector

_____ I approve of the Stock plan and will participate.

_____ I approve of the Stock plan and will not participate.

__X__ I approve of the Stock plan as a Board Member.

_____ I do not approve of the stock plan.

_____ 12/26/07

Shareholder/Board Member Date

David W. Henry Fax 870-546-2253
Email dhenry@norphletchem.com

Robert L. James
Board Member

Norphlet Management and Financial Plan Prepared by Bob James 1/09/08

The following is a working agenda for discussion of the plan to complete the plant and provide interim operating and financial controls, and provide the necessary financing.

1. Capital Equipment Plan: Obtain a detailed equipment list, installed cost, and timeline for completion of the plant and production of saleable product. This plan is to be created by John and Jeff Garrison, Vic Forte, Ronnie Jackson and David Henry; signed off by them and reviewed and approved by an "outside expert on the production of 134a". The independent expert will review the entire plant design for effective and efficient operation and production of 134a and HCl

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Nelsonabell@comcast.net

1/10/08 Nelson, ~~Billy~~, JH, Bob Jones, Brian Evert, Charlie Wheeler? Bernie?
Billy Spector, Jessie Spector, Ronnie Jackson
DWH, JLG, JSG, VRF

① Whats necessary & independent opinion
New financial & construction controls
Running - summertime season or worse problems
Ratified by board 1/17/08

---

① Capital Plan ≡ skeleton plan? cost - 50-75k
JLG - might be required, tar ~~removal~~ removal system, Timing -
what & how much & time line to complete
pump - 21 weeks - $85,000 - another solution required
Level Indicator R-1 $10,000 5 week delivery
Chiller 100-150 ton - Jessie can find < $10,000
condensor -
density meter - $10,000
Heat bottom C-1 - Heat Exchanger 10,000 50,000

Send to Investor Group by Monday 1/14/08

What are the questions to be asked tonight
This is the part we do not know
At this point of the game

JONES-HAMILTON CO.
30354 Tracy Rd.
Walbridge, OH 43465

TEL: (419) 666-9838
MAIN FAX: (419) 666-1817
CUST SERVICE FAX: (419) 666-9150
JAMES FAX (636)-561-2249

FAX TRANSMITTAL

Date: 5/25/07

TO: LINDY LONG

COMPANY:

FAX NUMBER: 1-870-546-~~3459~~ 0577

PHONE NUMBER:

FROM: BOB JAMES

1 Number of Pages (including cover sheet)

COMMENTS:

Please accept this fax note as an agreement by Jones-Hamilton Co. to grant a 2-month waiver of the $7,500 per day production delay penalty in consideration for you and your brothers making a $2 million investment in Morphlex Chemical, Inc.

Robert L. James
Pres. & CEO
Jones-Hamilton Co.

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7/29/07 NCI

1. Lindy - John has rejected his deal and
It was 12% interest on $2 MM for 25% ownership.
John objected to 12% wants 9% (and no loss of control)

2 John G.
Our penalty is fair
They won't be far off
Lindy's deal is mezzanine financing
Lindy feels the $22/hr for plant guys is too high,
think 12% is high enuf.

The Farm Credit deal is farther off

He has a group from Baton Rouge - answer by end of today,
Give up 5% thru LLC

The Sub S becomes the managing partner.
Dodson is handling } for NCI
Parks, CPA ✓ }

Start-up 6/15!

Ph? 870-546-2566

Robert James

From: Brian Brooks
Sent: Tuesday, January 08, 2008 9:31 AM
To: Robert James; Evert Talbot
Subject: RE: Norphlet

Sounds good.

My suggestion on structure is as follows:

Provide bridge loans only until the 4 plans or conditions are approved (capital plan—signed off by outside process consultant, operating expense reductions, vendor management plan—including conversation with the state, and cash control plan)
At the point we have satisfactory completion of the above; all bridge loans will be added to our 3 year cash note with interest at prime. Any subsequent advances will also increase our existing $2.5 million cash note.

~~After the product note is liquidated, there will be no cost for the acid for the life of the product contract (perpetuity).~~

Also, I think we need at some point to formally let Norphlet know that the penalty that we had the right to reinstitute on December 1 is in effect.

~~These are my initial thoughts for the call at 11:00CST.~~

Brian Brooks
Chief Financial Officer
Jones-Hamilton Co.
30354 Tracy Rd.
Walbridge, Ohio 43465
Phone: (419)666-9838
Fax: (419)666-1817

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From: Robert James
Sent: Tuesday, January 08, 2008 9:53 AM
To: Brian Brooks; Evert Talbot
Subject: RE: Norphlet

OK for me; Brian, need to be prepared re how to structure the deal, including our T & C. Brian, you host, if all OK with Evert.

From: Brian Brooks
Sent: Tuesday, January 08, 2008 8:50 AM
To: Robert James; Evert Talbot
Subject: RE: Norphlet

Can we do 11:00CST? Please confirm.

Brian Brooks
Chief Financial Officer
Jones-Hamilton Co.
30354 Tracy Rd.

1/8/2008

Robert James

From: Brian Brooks
Sent: Friday, January 04, 2008 10:05 AM
To: Robert James
Subject: FW: NCI Cash Forecast
Attachments: NCI Proforma 2008.xls

Bob,
Please see the attached "bare bones" cash analysis from David.

Several notes on the attached:

- All of the 2007 and 2008 debt service payments can be deferred pending a favorable cash plan. More specifically, David believes that the state will be lenient if they are communicated with regarding the outcome of our discussions over the next week. Furthermore, if accurate guidance can be given on a start-up date and it is not too far in the future, David believes the state will delay any legal proceedings. What that means in real time is unknown at this point but the number in January related to debt service is $511K.
- David was uncomfortable putting any of the capital numbers into the attached because he does not have adequate detail on the components. When we discussed the $1.5 million number from Evert's conversations with Ronnie he did confirm that number was discussed. Ronnie is the only one with the detail.
- The debt service to vendors starts with $21K per month to Track Works. They have indicated they will pursue legal action if the payments do not continue. The other pieces in January and February relate to the liquidation of almost all of the vendors with balances of less than $2,500.

This is just a starting piece and the working capital reduction can start from here. I would like to go back to a concept that we presented in the spring and that is the deferral of salaries for the senior group as a place to start. This is one way that Norphlet can save many employees and trim much of the working capital quickly without seeing much of drop off in the day to day operation of the plant.

We will talk at 3:00EST if not before.

Brian Brooks
Chief Financial Officer
Jones-Hamilton Co.
30354 Tracy Rd.
Walbridge, Ohio 43465
Phone: (419)666-9838
Fax: (419)666-1817

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From: David Henry [mailto:dhenry@norphletchem.com]
Sent: Friday, January 04, 2008 10:30 AM
To: Brian Brooks
Subject: NCI Cash Forecast

Brian,

Here's the revisions we spoke about. Call me with any questions.

"Income Tab"

Norphlet Chemical, Inc.
Pro Forma 134a

Original Pro forma
3B months @ 50¢

Description	12 Month Budget
Sales	16,500,000
Less: Sales Discounts	
Net Sales	16,500,000
Cost of Goods Sold:	
Freight	0
Commissions	0
Environmental Service	75,000
Total	75,000
Gross Profit	16,425,000
Operating Expenses:	
Salaries & Wages	2,025,000
Employee Benefits	1,510,000
Insurance	700,000
Depreciation	550,000
Utilities	600,000
Interest	250,000
Maintenance	100,000
Safety & Training	45,000
Travel & Entertainment	37,000
Office Supplies	30,000
Accounting & Legal Fees	25,000
Lab & Shop Supplies	25,000
Licenses & Dues	25,000
Equipment Rent	25,000
Research & Development	25,000
Subcontracts	25,000
Taxes	25,000
Water Treatment	25,000
Advertising	21,000
Freight Out	0
Director Fees	36,000
Donations	10,000
Total Operating Expense	6,114,000
Operating Income	10,311,000
Other Income & Expense	0
Net Earnings (Loss)	10,311,000

Assumes 100,000 pounds per day for 330 days	
Sales price per pound	$0.50
Assumes 15,000,000 pounds per year	
Sales price per pound	

"Support Lab"

Norphlet Chemical, Inc.
Pro Forma 134a

D. Henry says to use "Cash Needs" not this.

Sales	16,500,000
Salaries & Wages	12 Month Budget
Officer Salaries	650,000
Operators	544,000
Shift Supervisors	260,000
Maintenace	148,000
Plant Security	140,000
Office Support Staff	103,000
Lab Personnel	95,000
Marketing	85,000
Total	2,025,000

Employee Benefits	12 Month Budget
Bonus Program	1,200,000
Payroll Taxes	160,000
401k Plan Expense	110,000
Automobile Allowance	25,000
Other Employee Benefits	15,000
Total	1,510,000

The bonus program is 1% of the bottom line for 12 key employees

x = 2,335,000 x 2.5% = 584,000/yr
x 1/3 778,000/yr 65,000/mo.

or
2,258,000 per the "Cash needs" schedule
x 1/3 = 750,000

SALES AND DISTRIBUTION AGREEMENT

Norphlet Chemical, Inc., an Arkansas corporation ("Seller"), located at 600 Macmillan Drive, Norphlet, Arkansas, 71759 and Jones-Hamilton Co., an Ohio corporation ("Buyer"), located at 30354 Tracy Road, Walbridge, Ohio, 43465, hereby enter into this Sales and Distribution Agreement effective as of September 1, 2006.

1. **Term** – The term of this Agreement shall be perpetual, commencing on the first day of steady production of hydrochloric acid from Seller's Norphlet Arkansas refrigerant facility (the "Facility").

2. **Product/Specifications** – 22 Degree Technical grade hydrochloric acid 35.2% per Exhibit A and 22 Degree Commercial grade off-specification hydrochloric acid per Exhibit B (all hydrochloric acid will hereinafter be referred to as the "Product"). Seller will be totally responsible for assuring the Buyer that all Product shipped hereunder will be in compliance with the specifications called for on each order. All ~~laboratory facilities and technicians neeessary to ensure such compliance shall be~~ furnished by Seller at Seller's expense. Buyer will, however, furnish technical service to Seller as it pertains to the production, transportation, loading, storing and testing of the Product. Regulatory and compliance assistance is also available to Seller from Buyer.

3. **Dilution** – At Buyer's request, Seller shall dilute the Product to meet a customer's specifications down to 31.45% or lower. In such event, pricing will remain unchanged.

4. **Warranties and Disclaimers** - Seller warrants (a) the Product shall conform to the specifications set forth in Exhibits A and B or the specifications that the parties mutually establish in writing for any alternate grade or assay, (b) Seller has good title to the Product free from any lien or encumbrance, and (c) the Product does not infringe any valid United States patent. Seller does not warrant, however, that the use of the Product, or articles made therefrom, either alone or in conjunction with other materials, will not infringe any United States patent. The foregoing limited warranty shall expire one year after each delivery of the Product. EXCEPT AS SET FORTH IN THIS PARAGRAPH, SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED CONCERNING THE PRODUCT OR THE MERCHANTABILITY OR FITNESS THEREOF FOR ANY PARTICULAR USE.

5. **Pricing/Payment – In consideration of a loan to Seller from Buyer, as evidenced in a Loan/Sales Agreement of even date between the parties (the "Loan Agreement"), and a Draw Note of even date executed by Seller in favor of Buyer (the "Note"), and other production start up issues, the first 50,000 tons of product shall be eligible for a $10 per ton reduction in price from those listed below:**

A "floor price" will be guaranteed to Seller from Buyer at the following levels:

<u>On Specification 22 Degree Tech Grade Product(Exhibit A)</u>

Tank trucks ---- $45 per wet, 22 degree ton
Rail Cars ------- $40 per wet, 22 degree ton

Off specification, 22 degree commercial grade Product(Exhibit B)
Tank trucks ---- $32 per wet, 22 degree ton

Rail Cars ------ $23 per wet, 22 degree ton

After the "floor price" is covered to Seller, then Buyer is due up to the next $20 per ton margin from each category above if the delivered sales price to Buyer's customers covers the spread. Buyer has no guaranteed margin whatsoever. Any remaining "Netback" after these splits will be shared on a 60%/40% basis in favor of Seller. Netback is described as the delivered sales price to Buyer's customers less tank truck or rail car freight rates and all transportation cost, trailer rentals, fuel & insurance surcharges where applicable. For railcar deliveries, the cost of railcars are deductible plus any terminal thru-put. Examples of the margin sharing reconciliations are shown on Exhibit C hereto.

Pursuant to the Loan Agreement and the Note, the price for Product will be applied and credited against the balance due on the Note until the Note is paid in full.

Daily invoices are to be submitted to Buyer at the floor prices with terms of net 30 days. Margin sharing reconciliations and corresponding payments to Seller shall be done quarterly. Seller reserves the right to audit and examine Buyer's records, invoices, freight rates, rail car cost and terminal charges at any reasonable time.

Unless otherwise specifically provided in this Agreement, title and risk of loss of the Product shall pass to Buyer at the flange for loading the tank trucks or rail tank cars on all shipments where Buyer is responsible for providing, contracting for or arranging transportation. In these instances, Buyer shall insure each shipment of Product with a reputable insurer for the full invoice price of such shipment.

All pricing above is f.o.b. Seller's producing plant in Norphlet, Arkansas. The prices above are firm thru the end of the first year of this Agreement and are then subject to 60% of all announced increases or decreases that "hold" in the marketplace. Such announcements must be made by the majority of all re-sellers and producers and generally supported with documented confirmations in CMAI.

Buyer will be required to keep Seller informed on changing market conditions on a quarterly basis. This includes the overall support of price increases announced in the marketplace.

6. Volume – Buyer commits to pay for and remove 100% of the total production of the Product from the Facility as long as it meets the specifications described herein. Any variation of the specifications must be approved by Buyer. The two parties will work together to remove and sell any Product that is out of specifications into the

marketplace or to Buyer's blending terminals and negotiate special pricing to cover such events. However, the Buyer shall not be required to purchase, remove or sell any product that is not marketable. The Seller, shall not sell, trade, barter or exchange the Product with any third party without the prior express written consent of Buyer. This includes internal use at the Facility or for other affiliates of Seller. Seller will not be required to run the Facility for the sole purpose of producing the Product for sales to Buyer. Additionally, Seller will not be required to purchase, trade, toll, or barter for the Product with other third parties in order to meet the tonnage estimates herein. Buyer will be required to remove all Product meeting Exhibit A & B specifications so as not to impede Seller's production. Buyer will be responsible for having sufficient rail cars and/or tank trucks available at all times to accomplish this goal.

7. **Loading and Measurement** – Loading is to be done by Seller or Seller's contractor. Seller will load tank cars and tank trucks on a twenty-four (24) hour per day basis, every day of the year including all weekends and holidays. If delivery is to be made by tank trucks, Seller shall weigh the tank trucks before loading the Product and after loading the Product; the difference shall be deemed the quantity of Product supplied by Seller to Buyer. If delivery is to be made by rail tank cars, Seller shall weigh the rail cars after loading the Product; the difference between the weight of the loaded rail tank car and the tare weight of that rail tank car shall be deemed the quantity of Product supplied by Seller to Buyer. Seller shall used a certified scale for all weight measurements.

8. **Storage** – Buyer may be required by Seller to partially dedicate terminal storages off site with total capacity of 250,000 gallons if: (i) Seller's production exceeds 70,000 tons of Product on an annualized basis; (ii) this rate of production extends for a period of at least six (6) months; and (iii) it reasonably appears that this level of production will continue for five (5) years. If additional storage tanks are required at the Facility, then Seller will assure Buyer that a small tract can be leased from Seller upon fair market terms. Under such circumstances requiring additional tanks, Buyer and Seller will enter into a separate agreement to address the lease, liabilities, insurance, permits, environmental issues, engineering design, ownership, cost and amortization of the storage facility.

9. **Mode of Transportation** – Buyer will furnish all rail cars and tractor/ trailers required to keep the plant running without interruption at all times. Seller will allow Buyer to station railcars, tractors and trailers as well as two drivers and/or a Manager at the Facility if required in the opinion of Buyer.

10. **Customer Service** - Order taking, scheduling, tracing, billing and dispatching and related sales functions are to be handled and paid for by Buyer. All technical assistance and sampling is to be handled for the customers by Buyer. Buyer will have transportation & logistical staffing as well as customer service available from its corporate headquarters at all times. Backup for all of these services will be from Buyer's Baton Rouge, Louisiana office.

11. Rail Car Storage – Seller is to provide demurrage free parking at the Facility for up to thirty (30) rail cars to handle the proposed tonnage.

12. Certificates of Analysis – Seller shall furnish industry standard Certificates of Analysis on those shipments requested by Buyer.

13. Notices for Production Alterations – Seller will advise Buyer of the estimated tonnage to be produced each month on or before the 20th of the previous month. Seller shall also give the Buyer quarterly calendar year estimates.

14. Specifications; Claims; Limitation of Liability - If Buyer tests the Product prior to unloading and determines that the Product does not meet the required specifications, Buyer may refuse to accept delivery of said Product, in which case Buyer shall immediately notify Seller in writing that the Product is being refused. Alternatively, if Buyer tests such Product after unloading and determines that the Product does not meet the required specifications, Buyer shall notify Seller in writing not later than thirty (30) days after receipt of the Product, that the Product does not meet the required specifications, in which case Buyer shall not be responsible for the purchase price of the Product and Buyer may require Seller to remove the non-specification Product from Buyer's plant at Seller's cost. Seller will replace the non-specification Product with specification Product. If Buyer does not give Seller the 30-day notice of the delivery of non-specification Product, Buyer shall conclusively be deemed to have accepted said Product and shall have no further claims against Seller for such Product.

15. Notices - Any notices provided for herein shall be in writing and shall be deemed to have been properly given as follows: if sent by facsimile on the date of transmission; if sent by overnight express courier, the day following delivery to such courier; if by mail, the third day following delivery to the U.S. Postal service by certified mail, return receipt requested. All notices shall be sent to the following addresses:

Seller: Norphlet Chemical, Inc. P. O. Box 100 Norphlet, Arkansas 71759 Fax: 870-546-3589 Attention: David Henry	Buyer: Jones-Hamilton Co. 30354 Tracy Road Walbridge, Ohio 43465 Fax:_____ Attention:_____
With a copy to: Don B. Dodson Burbank, Dodson & Barker PLLC 215 N. Washington Ave. El Dorado, AR 71730	With a copy to: Richard E. Wolff Spengler Nathanson P.L.L. 608 Madison Ave. Suite 1000 Toledo, OH 43604

16. **Force Majeure** - Any delay or failure by either party in the performance hereunder shall be excused to the extent such delay or failure is caused by demands, requests, decrees or restraints of government, acts of God, strikes, lockouts or other labor disturbances (neither party shall be required to settle any labor matter against its own judgment), war, sabotage, fire, explosion, accident, breakdown of machinery or equipment, shortage or inability to obtain fuel, power, natural gas, raw materials, or equipment, or the Product itself, without litigation and at ordinary prices from usual sources; any cause or causes, beyond such party's reasonable control, or any other cause or causes, whether similar or dissimilar to those already specified which affect the production, transportation or delivery of any of the Product to be delivered hereunder or any material used in or in connection with its production. The party affected by such force majeure event shall promptly give the other party notice of the existence of the force majeure event, its expected duration, and the estimated effect thereof on its ability to perform its obligations hereunder; such party shall also promptly give the other party notice when such force majeure event has ceased to affect its ability to perform its obligations hereunder.

17. **Taxes** - Unless otherwise specifically provided herein, the price for the Product set forth in this Agreement does not include sales, use, excise or similar taxes, whether federal, state or local. The amount of any such taxes shall be paid by Buyer in the same manner and with the same effect as if originally included in the purchase price.

18. **Product Suitability** - Buyer shall be solely responsible for determining the suitability of the Product for the uses and applications contemplated by Buyer and others. Buyer assumes all risks and liabilities for results obtained by the use of the Product, whether used singly or in combination with other material, except those relating solely to the use of Product not conforming to the specifications set forth in Exhibits A or B, as applicable, unless such nonconformity was actually known and accepted by Buyer or was reasonably discoverable by Buyer through Buyer's testing prior to Buyer's or other's use thereof. Any suggestions or recommendations made by Seller concerning uses or applications of the Product are believed to be reliable, but Seller makes no warranty or guarantee of results to be obtained since the conditions of the use and application by Buyer and others are beyond Seller's control. Buyer shall familiarize itself with the characteristics of the Product, and shall comply with all laws, regulations and standards applicable to the possession, handling, processing or use of the Product by Buyer, including but not limited to the Occupational Safety & Health Act of 1970, and the regulations and standards issued pursuant thereto. Buyer warrants that it possesses skill and expertise in the handling, storage, transportation, treatment, use and disposal of the Product.

19. **Default; Termination and Limitation of Liability** - If either party defaults under the terms of this Agreement (the "Defaulting Party"), and such default continues uncured for a period of thirty (30) days after notice of default is given by the other party (the "Non-Defaulting Party"), the Non-Defaulting Party may terminate this Agreement effective upon the date set forth in a written notice of termination to the Defaulting Party. This right of termination shall not apply to Seller's delivery of Product

that fails to meet the required specifications unless Seller delivers non-specification Product on four separate occasions during any twelve (12) month period. The parties agree that in the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall prevail. In the event of a default on the part of Seller, Buyer may invoke the provisions of the Loan Agreement, and payment for the Product shall be governed by the Loan Agreement.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, BUYER AGREES (i) THAT BUYER'S EXCLUSIVE REMEDY FOR SELLER'S FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER CONSTITUTING BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE OR WILFUL MISCONDUCT SHALL BE FOR REPLACEMENT, REFUND OR CREDIT; (ii) THAT THE MAXIMUM AMOUNT OF DAMAGES FOR WHICH SELLER MAY BE LIABLE UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE QUANTITY OF THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED; AND (iii) THAT SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHICH SHALL INCLUDE, WITHOUT LIMITATION, COSTS OF PROCESSING, LABOR OR OTHER COSTS, LOST PROFITS, BUSINESS STOPPAGE OR SLOWDOWN, LOSS OR DAMAGE TO ANY PROPERTY OR PERSON, INJURY TO GOODWILL OR ANY OTHER SPECIAL, EXEMPLARY, PUNITIVE OR OTHER SIMILAR DAMAGES ASSERTED BY BUYER, ITS AGENTS, EMPLOYEES, ATTORNEYS OR OTHER REPRESENTATIVES).

20. Government Regulations - Seller certifies that the Product it sells was, is or will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of the regulations and orders of the Department of Labor issues under Section 14 thereof. The Equal Employment Opportunity Clause in Section 202, Paragraphs 1 through 7 of Executive Order 11246, as amended, relative to equal employment opportunity and the implementing rules and regulations of the office of Federal Agreement Compliance and the Seller's Certificate of Compliance as related to Government Agreements are incorporated herein by specific reference.

21. Indemnification - Buyer shall fully protect, defend, indemnify and forever hold harmless Seller, its officers, directors, employees, affiliates, subsidiaries, and agents from and against any and all loss, damage, liability, claims, demands, costs (including but not limited to reasonable attorney's fees and expenses incurred in defense of Seller) whatsoever asserted on account of property damage, personal injury or death caused by, arising out of, or in any way incidental to, or in connection with the discharge, handling, possession, processing or use by Buyer or others of the Product after passage of title. Seller shall fully protect, defend, indemnify and forever hold harmless Buyer, its officers, directors, employees, affiliates, subsidiaries and agents from and against any and all loss, damage, liability, claims, demands, costs (including but not limited to reasonable attorney's fees and expenses incurred in defense of Buyer) whatsoever asserted on account of property damage, personal injury or death caused by, arising out of, or in any

way incidental to, or in connection with the discharge, handling, possession, processing, use, or transportation of the Product prior to and up to passage of title.

22. **Entire Agreement** – This Agreement (including any addenda and exhibits attached hereto) and the documents referenced herein constitute the entire understanding of the parties as to the matters contained herein, and there are no agreements, understandings, obligations, promises or conditions precedent or otherwise, except those expressly set forth therein.

23. **Amendment** - The parties agree that no amendment or modification of or supplement to this Agreement shall be valid and effective unless and until executed in writing by the parties hereto.

24. **Purchase Orders** - Buyer may submit orders for Product on Buyer's standard purchase order forms, but the parties agree that (i) such purchase orders shall be for record purposes only, (ii) none of the standard terms and conditions contained on such purchase order shall be binding on Seller, and (iii) such purchase orders shall not constitute an amendment, supplement or modification to this Agreement except to the extend specifically accepted by Seller in writing and then only as to the specific quantity of Product covered by such purchase order.

25. **Headings** - The descriptive underlined article headings used in this Agreement are for convenience only and have no legal effect.

26. **No Waiver** - Failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms of this Agreement, or the waiver by either party of any term or right or default of the other party hereunder, will not be deemed or construed as a waiver or relinquishment for the future of any such term, right of default.

27. **Assignment** – Neither party shall assign this Agreement to any other person without the prior written consent of the other party, which consent shall not be unreasonably withheld.

28. **Binding Agreement** - This Agreement shall be binding on and shall inure to be the benefit of the successors and permitted assignees of the parties hereto.

29. **Confidentiality** - The parties shall maintain the specific information concerning the quantity and price of the Product, and the other material terms and conditions of this Agreement as confidential and shall not, without the prior written consent of the other party, disclose such information to unaffiliated third parties, except in response to subpoena or other order or directive of any court or governmental agency. The parties shall, however, have no obligation of confidentiality with respect to information that is now publicly available or subsequently becomes publicly available through no fault of the parties.

30. Invalidity - If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision.

31. Governing Law - This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

32. Costs and Fees - In any action arising out of or relating to this Agreement, or the enforcement thereof, the prevailing party shall be entitled to recover all costs of the action, including reasonable attorneys' fees, all expenses of litigation, and court costs. These costs shall be in addition to any amount recovered under this Agreement and in addition to an award of liquidated damages.

SELLER:	**BUYER:**
Norphlet Chemical, Inc., an Arkansas corporation	Jones-Hamilton Co., an Ohio corporation
By:	By:
John L. Garrison, CEO Name and Title	ROBERT L. JAMES PRES + CEO Name and Title

EXHIBIT A

HYDROCHLORIC ACID SPECS

Hydrochloric acid, baume	22 degree
Assay, strength	35.2 % to 35.6% max.
Solids	Free from any suspended solids
Color	APHA 15, max.
Heavy Metals	1 ppm as Pb, max.
Arsenic	1 ppm, max.
Iron	2 ppm, max.
Non-Volatile Residue	50 ppm, max.
Oxidizing Substances	15 ppm as Cl2, max
Reducing Substances	50 ppm as SO3, max
Extractable organics	5 ppm, max.
Hardness Values	5 ppm, max. Calcium & magnesium
Fluorine, HF or fluorinated compounds	7 ppm, max.
Odor	Pungent as in HCL only. No mercaptains

No foaming

Water source must be either treated water or condensate.

EXHIBIT B

HYDROCHLORIC ACID SPECS (OFF-SPEC)

Hydrochloric acid	21.5 baume to 22 degree baume
Assay, strength	34% to 35.1%
Solids	Free from suspended solids
Color	APHA, 25, max
Heavy metals	2 ppm as Pb., max
Arsenic	3 ppm, max
Iron	5 ppm, max
Non-Volatile Residue	75 ppm, max
Oxidizing substances	20 ppm, max as Cl2
Reducing substances	75 ppm, max as SO3
Extractable organics	15 ppm, max
Fluorinated organics	20 ppm, max
Hardness values	20 ppm, max, calcium & magnesium combined
HF or fluorine	50 ppm, max for total

No foaming

No odor other than Hydrochloric acid pungent. No mercaptain

Acid should be made with treated water or condensate

EXHIBIT C

MARGIN SHARING EXAMPLES:

Tank truck sale of on spec Tech Grade PRODUCT to customer at $110 per ton delivered.

Less tank truck freight rate including trailer cost @ $ 25 per ton

Netback to share and split equals ----------$85 per ton

SELLERS share equals $45 plus 60% of excess over $65 or a total of $57.00/ton

Rail car sale of on spec Tech Grade PRODUCT to customer direct at $140 per ton delivered

Less rail freight rate & tank car cost @ $40 per ton. (Rail car cost avg. is $14/ton)

Netback to share and split equals ---------- $100 per ton

SELLERS share equals $40 plus 60% of excess over $65 or a total of $66.00/ton

AMENDMENT TO SALES AND DISTRIBUTION AGREEMENT

This Amendment to Sales and Distribution Agreement is executed this 19th day of December, 2006 by Norphlet Chemical, Inc., an Arkansas corporation ("Seller") and Jones-Hamilton Co., an Ohio corporation ("Buyer").

The parties entered into a Sales and Distribution Agreement dated September 1, 2006 (the "Sales Agreement"). In consideration of additional credit extended by Buyer to Seller, the parties agree to amend the Sales Agreement as follows:

Section 5 of the Sales Agreement is hereby amended to read in its entirety as follows:

"5. Pricing/Payment – Once the Obligations, defined in the amended Loan/Sales Agreement, are liquidated, pricing for all HCL sold by Seller to Buyer shall be determined as follows:

A "floor price" will be guaranteed to Seller from Buyer at the following levels:

On Specification 22 Degree Tech Grade Product(Exhibit A)
Tank trucks ---- $45 per wet, 22 degree ton
Rail Cars ------- $40 per wet, 22 degree ton

Off specification, 22 degree commercial grade Product(Exhibit B)
Tank trucks ---- $32 per wet, 22 degree ton

Rail Cars ------ $23 per wet, 22 degree ton

After the "floor price" is covered to Seller, then Buyer is due up to the next $20 per ton margin from each category above if the delivered sales price to Buyer's customers covers the spread. Any remaining "Netback" after these splits will be shared on a 60%/40% basis in favor of Seller. Netback is described as the delivered sales price to Buyer's customers less tank truck or rail car freight rates and all transportation cost, trailer rentals, fuel & insurance surcharges where applicable. For railcar deliveries, the cost of railcars are deductible plus any terminal thru-put. Examples of the margin sharing reconciliations are shown on Exhibit C hereto.

Daily invoices are to be submitted to Buyer at the floor prices with terms of net 30 days. Margin sharing reconciliations and corresponding payments to Seller shall be done quarterly. Seller reserves the right to audit and examine Buyer's records, invoices, freight rates, rail car cost and terminal charges at any reasonable time.

Unless otherwise specifically provided in this Agreement, title and risk of loss of the Product shall pass to Buyer at the flange for loading the tank trucks or rail tank cars on

all shipments where Buyer is responsible for providing, contracting for or arranging transportation. In these instances, Buyer shall insure each shipment of Product with a reputable insurer for the full invoice price of such shipment.

All pricing above is f.o.b. Seller's producing plant in Norphlet, Arkansas. The prices above are firm through the end of the first year of this Agreement and are then subject to 60% of all announced increases or decreases that "hold" in the marketplace. Such announcements must be made by the majority of all re-sellers and producers and generally supported with documented confirmations in CMAI.

Buyer will be required to keep Seller informed on changing market conditions on a quarterly basis. This includes the overall support of price increases announced in the marketplace."

The Sales Agreement shall remain in full force and effect as amended herein.

JONES-HAMILTON CO.,
an Ohio Corporation

By: _____

Its: PRES + CEO

DEBTOR:
NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____

Its: CEO

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SECOND AMENDMENT TO SALES AND DISTRIBUTION AGREEMENT

This Second Amendment to Sales and Distribution Agreement is executed this 9th day of April, 2007, by Norphlet Chemical, Inc., an Arkansas corporation ("Seller") and Jones-Hamilton Co., an Ohio corporation ("Buyer").

The parties entered into a Sales and Distribution Agreement dated September 1, 2006, which was amended by Amendment to Sales and Distribution Agreement dated December 19, 2006 (collectively, the "Sales Agreement"). In consideration of additional credit extended by Buyer to Seller, the parties agree to amend the Sales Agreement as follows:

1. Buyer shall receive a perpetual Twenty Dollar ($20.00) discount off of the "Floor Price" on all of the pricing categories stipulated in Section 5 of the Sales Agreement. The foregoing discount shall become effective immediately upon Seller's repayment of all principal and interest due Buyer on the $4,000,000.00 Amended and Restated Draw Note dated December 19, 2006, as provided in the Loan/Sales Agreement dated December 19, 2006 between the parties. The shared netback provided in Section 5 of the Sales Agreement shall remain intact.

2. Seller shall pay Buyer a penalty of Seven Thousand Five Hundred Dollars ($7,500.00) per day for every day past May 31, 2007 that Seller does not produce acid to the specifications provided in Exhibit A of the Sales Agreement. The total penalties accrued, if any, shall be paid by Seller to Buyer in equal monthly payments on the first day of each month, during the first six (6) months of acid production at Seller's Norphlet, Arkansas facility.

The Sales Agreement shall remain in full force and effect as amended herein.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
Its: CEO

JONES-HAMILTON CO.,
an Ohio corporation

By: _____
Its: _____

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THIRD AMENDMENT TO SALES AND DISTRIBUTION AGREEMENT

This Third Amendment to Sales and Distribution Agreement is executed this 16th day of August, 2007, by and between Norphlet Chemical, Inc., an Arkansas corporation ("Seller") and Jones-Hamilton Co., an Ohio corporation ("Buyer").

The parties entered into a Sales and Distribution Agreement dated September 1, 2006, which was amended by Amendment to Sales and Distribution Agreement dated December 19, 2006, and by Second Amendment to Sales and Distribution Agreement dated April 9, 2007 (collectively, the "Sales Agreement"). In consideration of Seller agreeing to serve as a terminal operation to receive and load hydrochloric acid from other suppliers for Buyer, the parties agree to amend the Sales Agreement as follows:

For the period of August 18, 2007 through August 31, 2007, Buyer agrees to suspend and forego the penalty of Seven Thousand Five Hundred Dollars ($7,500.00) per day for Seller's inability to produce acid to the specifications provided in Exhibit A of the Sales Agreement. The foregoing penalty may be reinstated at Buyer's discretion if Seller is not producing acid to the specifications provided in Exhibit A of the Sales Agreement by August 31, 2007.

The Sales Agreement shall remain in full force and effect as amended herein.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: John L Gray
Its: CEO

JONES-HAMILTON CO.,
an Ohio corporation

By: _____
Its: _____

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FOURTH AMENDMENT TO SALES AND DISTRIBUTION AGREEMENT

This Fourth Amendment to Sales and Distribution Agreement is executed this 25th day of October, 2007, by Norphlet Chemical, Inc., an Arkansas corporation ("Seller") and Jones-Hamilton Co., an Ohio corporation ("Buyer").

The parties entered into a Sales and Distribution Agreement dated September 1, 2006, which was amended by Amendment to Sales and Distribution Agreement dated December 19, 2006, Second Amendment to Sales and Distribution Agreement dated April 9, 2007, and Third Amendment to Sales and Distribution Agreement dated August 16, 2007 (collectively, the "Sales Agreement"). In consideration of additional credit extended by Buyer to Seller, the parties agree to amend the Sales Agreement as follows:

1. All terms of the Sales Agreement shall be binding upon any purchaser of the stock or assets of Seller, and Seller shall not sell its stock (other than to existing shareholders) or substantially all of the assets of Seller without the prior written approval of Buyer.

2. The parties agree that the penalty of $7,500.00 per day for Seller's inability to produce acid to the specifications provided in Exhibit A of the Sales Agreement shall be reinstated as of, and including, December 1, 2007.

3. If (a) a majority of the stock of Seller is sold or otherwise transferred to anyone other than an existing shareholder of Seller; or (b) Seller sells substantially all of its assets; or (c) Seller ceases doing business, Seller, and/or the acquirer of the stock or assets of Seller, shall immediately repay to Buyer all unpaid indebtedness owed by Seller to Buyer. Each of the events described in (a), (b) and (c) shall be referred to as a "Triggering Event." In addition, upon the occurrence of a Triggering Event, Seller and/or Seller's successor shall pay Buyer $2,500,000.00 for each full or partial year remaining, as of the date of the Triggering Event, in the ten (10) year period commencing with the date on which Seller begins to produce the Product at the Norphlet, Arkansas facility.

4. Buyer shall receive an additional perpetual Ten Dollar ($10) discount off of the "Floor Price" on all of the pricing categories stipulated in Section 5 of the Sales Agreement. The foregoing discount shall become effective immediately upon Seller's repayment of all principal and interest due Buyer on the $4,000,000.00 Amended and Restated Draw Note dated December 19, 2006, as provided in the Loan/Sales Agreement dated December 19, 2006 between the parties. The shared netback provided in Section 5 of the Sales Agreement shall remain intact. Exhibit 1 depicts the pricing mechanism after and inclusive of all amendments.

The Sales Agreement shall remain in full force and effect as amended herein.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: John L. Gamm
Its: CEO

JONES-HAMILTON CO.,
an Ohio corporation

LOAN/SALES AGREEMENT

This Loan/Sales Agreement (the "Agreement") is entered into as of the 31st day of August, 2006, by and between Norphlet Chemical, Inc., an Arkansas corporation ("Norphlet"), and Jones-Hamilton Co., an Ohio corporation ("JH").

Section 1. Definitions.

All financial terms used in this Agreement but not defined in the Loan Documents have the meanings given to them by generally accepted accounting principles ("GAAP"). All other undefined terms have the meanings given to them in the Uniform Commercial Code.

Section 2. Loan.

2.01 Draw Loan. (a) Subject to the terms and conditions hereof, JH agrees to extend to Norphlet a draw loan up to a maximum of Three Million Dollars ($3,000,000.00) (the "Loan") under which Norphlet may borrow such amounts as may from time to time be requested by Norphlet provided that (a) the principal amount borrowed shall not at anytime exceed Three Million Dollars ($3,000,000.00), (b) no Event of Default as defined herein or in any of the Loan Documents shall exist, and (c) amounts advanced and repaid may not be reborrowed hereunder. JH has agreed to make this loan upon the terms and subject to the conditions of this Agreement, the Note, the Lease and all other documents executed pursuant to or in connection with this Agreement (all such documents and this Agreement will be called the "Loan Documents"), provided the loan is secured as set forth in this Agreement. Any outstanding amount due on the Loan shall be referred to as an "Obligation" or the "Obligations".

(b) Norphlet may request a draw on the Loan by written or telephone notice to JH. Loan proceeds will be used for the refurbishing of Norphlet's freon production facility in Norphlet, Arkansas (the "Project").

(c) On the date hereof, Norphlet will duly issue and deliver to JH a Draw Note (the "Note"), in the principal amount of Three Million Dollars ($3,000,000.00) and bearing interest as specified in Section 2.02 herein.

2.02 Interest on the Loan. The principal sum outstanding shall bear interest per annum at the rate indicated in the Note.

2.03 Interest After Default. After default upon the Note, or otherwise under this Agreement, interest may be charged as set forth in the Note at the Default Rate, as defined in the Note.

2.04 Lease. Norphlet shall also grant JH an option to lease (the "Lease/Option") that portion of Norphlet's Norphlet, Arkansas Facility (the "Facility") that will allow JH access to and use of the hydrochloric acid tanks and adjacent rail track at the Facility in the event Norphlet defaults on the Loan or under this Agreement, sells its stock or assets, merges or consolidates, sells or leases the Facility and/or the real property on which it is located, dissolves, goes out of business, or otherwise stops using the Facility.

2.05 Guaranties. The Loan shall be guaranteed by John L. Garrison, B. Sue Garrison, Jeffrey Garrison and S. Melinda Garrison (the "Guarantors').

Section 3. Representations and Warranties.

Norphlet hereby warrants and represents to JH the following:

3.01 Organization and Qualification. Norphlet is a duly organized, validly existing corporation in good standing under the laws of the State of Arkansas, has the power and authority (corporate or otherwise) to carry on its business and to enter into and perform this Agreement, the Loan and the other Loan Documents, and is qualified and licensed to do business in each jurisdiction in which such qualification or licensing is required. All information provided to JH with respect to Norphlet and its operations is true and correct.

3.02 Due Authorization. The execution, delivery and performance by Norphlet of this Agreement, the Loan and any other Loan Documents have been duly authorized by all necessary corporate action, and will not contravene any law or any governmental rule or order binding on Norphlet, or the Articles or Certificate of Corporation, Code of Regulations or Bylaws of Norphlet, nor violate any agreement or instrument by which Norphlet is bound nor result in the creation of a lien on any assets of Norphlet except the lien to JH granted herein. Norphlet has duly executed and delivered this Agreement and the other Loan Documents and they are valid and binding obligations of Norphlet enforceable according to their respective terms except as limited by equitable principles and by bankruptcy, insolvency or similar laws affecting the rights of creditors generally. No notice to or consent by any governmental body is needed in connection with this transaction.

3.03 Litigation. There is no litigation, nor are there any proceedings by or before any public body, agency or authority presently pending or threatened against Norphlet or any other person, the outcome of which might materially and adversely affect the continued operations or assets of Norphlet, or the transactions contemplated by this Agreement, except as set forth on Exhibit "A" attached hereto and made a part hereof.

3.04 Laws and Taxes. To the best of Norphlet's knowledge, Norphlet is in compliance with all laws, regulations, rulings, orders, injunctions, decrees,

conditions or other requirements applicable to or imposed upon Norphlet by any law or by any governmental authority, court or agency. Norphlet has filed all required tax returns and reports that are now required to be filed by it in connection with any federal, state and local tax, duty or charge levied, assessed or imposed upon Norphlet or its assets, including, but not limited to, unemployment, social security, and real estate taxes. Norphlet has paid all taxes which are now due and payable. No taxing authority has asserted or assessed any additional tax liabilities against Norphlet which are outstanding on the date of this Agreement, and Norphlet has not filed for any extension of time for the payment of any tax return or report.

3.05 Financial Condition. All financial information relating to Norphlet which has been or may hereafter be delivered to JH is true and correct and has been prepared in accordance with GAAP consistently applied. Norphlet has no material obligations or liabilities of any kind not disclosed in that financial information, and there has been no material adverse change in the financial condition of Norphlet nor has Norphlet suffered any damage, destruction or loss which has adversely affected its business or assets since the submission of the most recent financial information to JH.

3.06 Title. Norphlet has good and marketable title to the assets reflected on the most recent balance sheet submitted to JH, free and clear of all liens and encumbrances of any kind, except as set forth on Exhibit "B" attached hereto and made a part hereof (the "Permitted Encumbrances").

3.07 Defaults. Norphlet is in compliance with all material agreements applicable to it and to the best of Norphlet's knowledge, there does not now exist any default or violation by Norphlet of or under any of the terms, conditions or obligations of (a) its Articles/Certificate of Incorporation or Regulations/Bylaws, or (b) any indenture, mortgage, deed of trust, franchise, permit, contract, agreement or other instrument to which Norphlet is a party or by which it is bound, and the consummation of the transactions contemplated by this Agreement will not result in such default or violation.

3.08 ERISA. To the best of Norphlet's knowledge, Norphlet is in compliance with all of its obligations to contribute to any employee benefit plan or pension plan regulated by the Federal Employee Retirement Income Security Act of 1974 ("ERISA"). Norphlet has not received notice informing it that it is not in full compliance with any of the requirements of ERISA, and the regulations promulgated thereunder and, there exists no event described in Section 4043(3) thereof ("Reportable Event").

3.09 Environmental Laws. To the best of Norphlet's knowledge, Norphlet has obtained all permits, licenses and other authorizations which are required under environmental laws and Norphlet is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions,

requirements, obligations, schedules and timetables contained in the environmental laws.

(b) To the best of Norphlet's knowledge, Norphlet is not aware of, and has not received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance, in any material respect, with Environmental Laws, or may give rise to any material common law or legal liability, or otherwise from the basis of any material claim, action, demand, suit, proceeding, hearing, study, or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste.

(c) There is no civil, criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, ~~investigation or proceeding pending, or to the best of~~ Norphlet's knowledge, threatened against Norphlet, relating in any way to environmental laws.

3.10 Licenses, Etc. Norphlet has obtained any and all licenses, ~~permits, franchises, governmental authorizations, patents, trademarks,~~ copyrights or other rights necessary for the ownership of its properties and the conduct of its business. Norphlet possesses adequate licenses, patents, patent applications, copyrights, trademarks, trademark applications, and trade names to continue to conduct its business as heretofore conducted by it, without any conflict with the rights of any other person or entity. All of the foregoing are in full force and effect and none of the foregoing are known to conflict with the rights of others.

Section 4. Affirmative Covenants.

4.01 Books and Records. Norphlet will maintain proper books of accounts and records and enter therein complete and accurate entries and records of all of its transactions in accordance with generally accepted accounting principles and give representatives of JH access thereto at all reasonable times, including permission to examine, copy and make abstracts from any such books and records and such other information which might be helpful to JH in evaluating the status of the Facility as it may reasonably request from time to time. Norphlet will give JH reasonable access to the Collateral (as defined in the Note) and the other property securing the Obligations for the purpose of performing examinations thereof and to verify its condition or existence.

4.02 Financial Statements. Norphlet will maintain a standard and modern system for accounting and will furnish to JH:

(a) By the 20th day of each month, a copy of Norphlet's internally prepared financial statements for the immediately preceding month and the year-to-date, certified to be accurate and complete by Norphlet's chief financial officer.

(b) Within one hundred twenty (120) days after the end of each fiscal year, a copy of its annual audited financial statements for such year.

4.03 Condition and Repair. Norphlet will maintain its assets in good repair and working order and will make all appropriate repairs and replacements thereof.

4.04 Insurance. Norphlet will insure its properties and business against loss or damage of the kinds and in the amounts customarily insured against by corporations with established reputations engaged in the same or similar business as Norphlet. All such policies will (a) be issued by financially sound and reputable insurers, (b) name JH as an additional insured and, where applicable, as loss payee under a lender loss payable endorsement satisfactory to JH, and (c) will provide for thirty (30) days written notice to JH before such policy is altered or cancelled all of which will be evidenced by a Certificate of Insurance delivered to JH by Norphlet on the date of execution of this Agreement.

4.05 Taxes. Norphlet will pay when due all taxes, assessments and other governmental charges imposed upon it or its assets, franchises, business, income or profits before any penalty or interest accrues thereon, and all claims (including, without limitation, claims for labor, services, materials and supplies) for sums which by law might be a lien or charge upon any of its assets, provided that (unless any material item or property would be lost, forfeited or materially damaged as a result thereof) no such charge or claim need be paid if it is being diligently contested in good faith, if JH is notified in advance of such contest and if Norphlet establishes an adequate reserve or other appropriate provision required by generally accepted accounting principles by depositing with JH cash or bond in an amount acceptable to JH.

4.06 Compliance with Laws. Norphlet will comply with all federal, state and local laws, regulations and orders applicable to Norphlet or its assets including but not limited to all Environmental Laws, in all respects material to Norphlet's business, assets or prospects and will immediately notify JH of any known violation of any rule, regulation, statute, ordinance, order or law relating to the public health or the environment and of any complaint or notifications received by Norphlet regarding any environmental or safety and health rule, regulation, statute, ordinance or law.

4.07 Notice of Default. Norphlet will, within three (3) days of its knowledge thereof, give written notice to JH of (a) the occurrence of any event or the existence of any condition which would be, after notice or lapse of applicable grace periods, an Event of Default, and (b) the occurrence of any

event or the existence of any condition which would prohibit Norphlet from continuing to make the representations set forth in this Agreement.

Section 5. Events of Default and Remedies.

5.01 Events of Default. Any of the following events will be an Event of Default ("Event of Default"):

(a) any representation or warranty made by Norphlet herein or in any of the Loan Documents is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest on any Obligation when due and payable, by acceleration or otherwise; or

(c) Norphlet fails to observe or perform any other covenant, condition or agreement herein or in any other of the Loan Documents and the failure or inability of Norphlet to cure such default within 30 days of written notice from JH thereof, provided that such 30 day grace period will not apply to (i) a breach of any covenant which in JH's good faith judgment is incapable of cure, (ii) any failure to maintain insurance or permit inspection of the Collateral or of the books and records of Norphlet, or (iii) any breach of any covenant which has already occurred; or

(d) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(e) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(f) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(g) the bankruptcy of any Guarantor; or

(h) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any of the Collateral or any property securing the repayment of the Obligation; or

(i) the validity or effectiveness of any of the Loan Documents or its transfer, grant, pledge, mortgage, or assignment by the party executing such Loan Document is impaired; (ii) any party executing any of the Loan Documents asserts that any of such Loan Documents is not a legal, valid and binding obligation of the party thereto enforceable in accordance with its terms; (iii) the security interest or Lien purporting to be created by any of the Loan Documents will for any reason cease to be a valid, perfected lien subject to no other liens other than Liens permitted by the terms of this Agreement; or (iv) any Loan Document is amended, hypothecated, subordinated, terminated or discharged, or if any person is released from any of its covenants or obligations under any of the Loan Documents except as permitted by JH in writing; or

(j) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans; or

(k) the loss, theft or substantial damage to the Collateral or any property securing the repayment of the Obligation if the result of such occurrence will be, in JH's reasonable judgment, the failure or inability of Norphlet to continue substantially normal operation of its business within thirty (30) days of the date of such occurrence; or

(l) Failure of the Norphlet Facility to produce hydrochloric acid ("HCL") by January 1, 2007.

5.02 Remedies. If any Event of Default will occur, JH may cease advancing money hereunder, and/or declare all Obligations to be due and payable forthwith, whereupon they will forthwith become due and payable without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived by Norphlet.

5.03 No Remedy Exclusive. No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy available under this Agreement, the Loan

Documents or as may be now or hereafter existing at law, in equity or by statute. Norphlet waives any requirement of marshalling of assets which may be secured by any of the Loan Documents.

5.04 Effect of Termination. The termination of this Agreement will not affect any rights of either party or any obligation of either party to the other, arising prior to the effective date of such termination, and the provisions hereof shall continue to be fully operative until all transactions entered into, rights created or Obligations incurred prior to such termination have been fully disposed of, concluded or liquidated. The security interest, lien and rights granted to JH hereunder and under the Loan Documents will continue in full force and effect, notwithstanding the termination of this Agreement or the fact that no Loans are outstanding to Norphlet, until all of the Obligations have been paid in full.

Section 6. Conditions Precedent.

6.01 Conditions to Loan. JH will have no obligation to make or advance any Loan until Norphlet has delivered to JH at or before the closing date, in form and substance satisfactory to JH:

(a) An executed Note of even date herewith.

(b) A borrowing resolution of Norphlet.

(c) A Certificate of Insurance as described in Section 4.04 hereof.

(d) Executed Unlimited Payment Guaranty of the Loan from each of the Guarantors.

(e) Executed Lease/Option as described in Section 2.04, acknowledged by any existing mortgagee and state agency with any interest in the Facility.

(f) Lien/UCC search acceptable to JH.

(g) Complete copy of all plans and specifications for the Project.

(h) Such additional information and materials as JH may reasonably request.

6.02 Conditions to Each Loan. On the date of each request for a draw on the Loan, the following statements will be true:

(a) All of the representations and warranties contained herein and in the Loan Documents will be correct in all material respects as though made on such date.

(b) No event will have occurred and be continuing, or would result from such Loan, which constitutes an Event of Default, or would constitute an Event of Default but for the requirement that notice be given or lapse of time or both.

The acceptance by Norphlet of the proceeds of each draw on the Loan will be deemed to constitute a representation and warranty by Norphlet that the conditions in Section 6.02 of this Agreement, other than those that have been waived in writing by JH, have been satisfied.

Section 7. Sale of HCL.

7.01 Sale. Norphlet agrees to sell and deliver to JH HCL in payment of Norphlet's Obligations. The HCL shall be sold to JH as it becomes available at the Facility.

7.02 Price. The first 50,000 tons of HCL shall be eligible for a $10.00 per ton reduction in price from those listed below:

A "floor price" will be guaranteed to Norphlet from JH at the following levels:

On Specification 22 Degree Tech Grade Product (Exhibit A):
Tank trucks --- $45 per wet, 22 degree ton
Rail cars --- $40 per wet, 22 degree ton

Off Specification, 22 Degree Commercial Grade Product (Exhibit B):

Tank trucks --- $32 per wet, 22 degree ton
Rail cars --- $23 per wet, 22 degree ton

After the "floor price" is covered to Norphlet, then JH is due up to the next $20 per ton margin from each category above if the delivered sales price to JH's customers covers the spread. JH has no guaranteed margin whatsoever. Any remaining "Netback" after these splits will be shared on a 60%/40% basis in favor of Norphlet. Netback is described as the delivered sales price to JH's customers less tank truck or rail car freight rates and all transportation cost, trailer rentals, fuel and insurance surcharges where applicable. For railcar deliveries, the cost of railcars are deductible plus any terminal thru-put.

7.03 Terms of Sale. The terms and conditions of sale of the HCL shall be governed by a Sales and Distribution Agreement between the parties.

Section 8. Additional Terms.

8.01 Access. JH's Technical Service Manager, or his designee, will be granted reasonable periodic access to the Norphlet Facility to assess the status of the Project.

8.02 Financial Assurance. Norphlet shall provide JH with a budget or cash flow statement demonstrating that the Loan will be sufficient to complete the Project and bring the Facility to operational status.

8.03 Board Seats. JH will be given two seats on Norphlet's board of directors (one full seat and one ex-officio) until the Loan is repaid in full.

8.04 Tulstar Agreements. Norphlet shall:

(a) Assist JH in the termination of its HCL marketing agreement with Tulstar Products, Inc. ("Tulstar"); and

(b) Assign to JH a Three Million Dollar ($3,000,000.00) portion of the "Take or Pay" Product 134a (freon) contract between Norphlet and Tulstar dated December 5, 2005.

Section 9. Miscellaneous Provisions.

9.01 Miscellaneous. This Agreement, the exhibits and the other Loan Documents are the complete agreement of the parties hereto and supersede all previous understandings relating to the subject matter hereof. This Agreement may be amended only in writing signed by the party against whom enforcement of this amendment is sought. This Agreement may be executed in counterparts. If any part of this Agreement is held invalid, the remainder of this Agreement will not be affected thereby. This Agreement is and is intended to be a continuing agreement and will remain in full force and effect until the Loan is finally and irrevocably paid in full.

9.02 Waiver by Norphlet. Norphlet waives notice of non-payment, demand, presentment, protest or notice of protest of any accounts or other Collateral, and all other notices (except those notices specifically provided for in this Agreement or other Loan Documents); consents to any renewals or extensions of time of payment thereof; and generally waives any all suretyship defenses and defenses in the nature thereof.

9.03 Binding Effect. This Agreement will be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties hereto; however, Norphlet may not assign any of its rights or delegate any of its obligations hereunder. JH (and any subsequent assignee) may transfer and assign this Agreement to any entity acquiring substantially all of its assets or stock, or into which JH is merged or otherwise combined.

9.04 Subsidiaries. If Norphlet has any subsidiaries at any time during the term of this Agreement, the term "Norphlet" in each representation, warranty and covenant herein will mean "Norphlet" and each subsidiary individually and in the aggregate, and Norphlet will cause each subsidiary to be in compliance herewith.

9.05 Security. The Obligations are secured as provided herein, in the Loan Documents and in each other document or agreement which by its terms secure the repayment or performance of the Obligations.

9.06 Survival. All representations, warranties, covenants and agreements made by Norphlet herein and in the Loan Documents will survive the execution and delivery of this Agreement, the Loan Documents and the issuance of the Note.

9.07 Delay or Omission. No delay or omission on the part of JH in exercising any right, remedy or power arising from any Event of Default will impair any such right, remedy or power; or any other right, remedy or power to be considered a waiver; or any right, remedy or power or any Event of Default nor will the action or omission to act by JH upon the occurrence of any Event of Default impair any right, remedy or power arising as a result thereof or affect any subsequent Event of Default of the same or different nature.

9.08 Notices. Any notices under or pursuant to this Agreement will be deemed duly sent when delivered in hand or when mailed by registered or certified mail, return receipt requested, addressed as follows:

To Norphlet: Norphlet Chemical, Inc.
600 MacMillan Drive
Norphlet, AR 71759
Attn: David W. Henry

To JH: Jones-Hamilton Co.
30354 Tracy Road
Walbridge, OH 43465
Attn:_____

Either party may change such address by sending notice of the change to the other party.

9.09 No Partnership. Nothing contained herein or in any of the Loan Documents is intended to create or will be construed to create any relationship between JH and Norphlet other than as expressly set forth herein or therein and will not create any joint venture, partnership or other relationship.

9.10 Indemnification. If after receipt of any payment of all or part of the Obligations, JH is for any reason compelled to surrender such payment to any person or entity, because such payment is determined to be void or

voidable as a preference, impermissible setoff, or diversion of trust funds, or for any other reason, this Agreement will continue in full force and effect and Norphlet will be liable to, and will indemnify, save and hold JH, its officers, directors, attorneys, and employees harmless of and from the amount of such payment surrendered. The provisions of this Section will be and remain effective notwithstanding any contrary action which may have been taken by JH in reliance on such payment, and any such contrary action so taken will be without prejudice to JH's rights under this Agreement and will be deemed to have been conditioned upon such payment becoming final, indefeasible and irrevocable. In addition, Norphlet will indemnify, defend, save and hold JH, its officers, directors, attorneys, and employees harmless of, from and against all claims, demands, liabilities, judgments, losses, damages, costs and expenses, joint or several (including all accounting fees and attorneys' fees reasonably incurred), that JH or any such indemnified party may incur arising out of this Agreement, any of the Loan Documents or any act taken by Norphlet, its officers, directors, attorneys, employees, invitees or licensees. The provisions of this Section will survive the termination of this Agreement.

9.11 Governing Law; Jurisdiction. This Agreement, the Note and the other Loan Documents will be governed by the domestic laws of the State of Ohio. Provided however, any lease entered into in connection herewith shall be governed by the laws of the State of Arkansas. Norphlet agrees that the state and federal courts in Lucas County, Ohio, or any other court in a jurisdiction in which Norphlet does business and in which JH initiates proceedings have exclusive jurisdiction over all matters arising out of this Agreement, and that service of process in any such proceeding will be effective if mailed to Norphlet at its address described in the Notices section of this Agreement.

IN WITNESS WHEREOF, Norphlet and JH have executed this Agreement by their duly authorized officers as of the date first above written.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
John L. Garrison
Chief Executive Officer

JONES-HAMILTON CO.,
an Ohio corporation

By: _____
Robert L. James,
President and CEO

EXHIBIT A

Litigation

No pending or threatened litigation

ADDENDUM A

SPECIFICATIONS

EXHIBIT B

Permitted Encumbrances

Materialman's Liens	
Poly Corr, Inc.	$192,723.08
Trac-Work Inc.	600,430.59
Systems Contracting, Inc.	368,488.32
Bradshaw Industrial Supply, Inc.	15,069.09
Liberty Supply, Inc.	21,054.71
Consolidated Electrical Distributors, Inc.	30,147.04

AMENDMENT TO LOAN/SALES AGREEMENT

This Amendment to Loan/Sales Agreement is entered into this 19th day of December, 2006 by and between Norphlet Chemical, Inc., an Arkansas corporation ("Norphlet"), and Jones-Hamilton Co., an Ohio corporation ("JH").

The parties entered into a Loan/Sales Agreement dated August 31, 2006 (the "Loan/Sales Agreement"). In consideration of additional credit advanced by JH to Norphlet, the parties hereby agree to amend the Loan/Sales Agreement as follows:

1. All references to the "Loan" and the "Note" in Section 2 of the Loan/Sales Agreement are hereby amended to refer to a draw loan up to a maximum of $4,000,000.00, and a Note in the principal amount of $4,000,000.00, and any other reference in the Loan/Sales Agreement to $3,000,000.00 is hereby amended to $4,000,000.00.

2. The date in Section 5.01(l) is hereby changed to February 1, 2007.

3. Section 7 of the Loan/Sales Agreement is hereby amended to read in its entirety as follows:

"Section 7. Sale of HCL.

7.01 Sale. Norphlet agrees to sell and deliver to JH HCL in payment of Norphlet's Obligations. The HCL shall be sold to JH as it becomes available at the Facility.

7.02 Price. The first 50,000 tons of HCL will be applied to the Obligations and shall be eligible for a $20.00 per ton reduction in price from the "floor prices" agreed to by the parties in the Sales and Distribution Agreement executed September 1, 2006, as amended. Once JH has accepted delivery of the first 50,000 tons of HCl, the Obligations will be reduced by the "floor price" per ton, for the various product classifications, outlined in the amended Sales and Distribution Agreement. JH shall not be responsible for any payment for HCL until the Obligations have been paid in full through the foregoing credits. The pricing mechanism applicable after the "floor price" described in Section 5 of the amended Sales and Distribution Agreement only applies after the Obligations are paid in full.

7.03 Terms of Sale. The terms and conditions of sale of the HCL shall be governed by the Sales and Distribution Agreement between the parties referenced in Section 7.02."

The Loan/Sales Agreement shall remain in full force and effect as amended herein.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____

JONES-HAMILTON CO.,
An Ohio corporation

By: _____

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DRAW NOTE

$3,000,000.00 August 31, 2006

On or before the Due Date below, **NORPHLET CHEMICAL, INC.,** an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Three Million and 00/100 Dollars ($3,000,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein, less such amounts as shall have been repaid in accordance with this note. The outstanding balance of this note will appear on a supplemental Lender record and is not necessarily the face amount of this note. Such record shall be conclusive as to the balance due of this note at any time.

The principal sum outstanding shall bear interest initially at a floating rate equal to the prime rate announced by Fifth Third Bank, an Ohio banking corporation, from time to time. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Prior to the Due Date, Lender will lend to the undersigned such amounts as may from time to time be requested by the undersigned provided that (a) the principal amount borrowed shall not at any time exceed the Borrowing (b) no Event of Default as defined herein shall exist, and (c) amounts advanced and repaid may not be reborrowed hereunder.

Interest only payments will accrue on a daily basis beginning with the first advance and continue until the day preceding the first day the undersigned produces hydrochloric acid (the "Production Date") at its Norphlet facility. Interest payments, in cash, will begin ninety days from the Production Date. Payments will be made in three equal installments. The second payment will occur at one hundred twenty days and the third and final payment will occur at day one hundred fifty from the Production Date. Thereafter, the principal balance shall be paid in hydrochloric acid shipments as provided in the Loan/Sale Agreement of even date between the undersigned and Lender (the "Loan Agreement"). Provided, however, the entire amount of unpaid principal and accrued interest hereunder shall be immediately due and payable in full in cash if (a) the Production Date does not occur by January 1, 2007, or (b) the undersigned ceases to ship hydrochloric acid to Lender prior to payment of this Note in full.

Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

To secure repayment of this note and all modifications, extensions and renewals thereof, and all other Obligations (as herein defined) of the undersigned to JH, the undersigned is granting JH a lease/option on the portion of the undersigned's Norphlet, Arkansas facility on which its hydrochloric acid tanks and associated rail infrastructure are located. Unlimited Payment Guaranties of John L. Garrison. B. Sue Garrison, Jeffrey Garrison and S. Melinda Garrison will also be obtained.

The Obligations secured by the Collateral (herein, "Obligations") shall include this note and each and every liability of the undersigned jointly or severally to Lender however created, direct or contingent, due or to become due, whether now existing or hereafter arising, participated in whole or in part, created by trust agreement, lease, overdraft, agreement, or otherwise, in any manner by the undersigned.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein or in any of the Loan Documents is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest on any Obligation when due and payable, by acceleration or otherwise; or

(c) Norphlet fails to observe or perform any other covenant, condition or agreement herein or in

any other Loan Document and the failure or inability of Norphlet to cure such default within 30 days of written notice from JH thereof, provided that such 30 day grace period will not apply to (i) a breach of any covenant which in JH's good faith judgment is incapable of cure, (ii) any failure to maintain insurance or permit inspection of the Collateral or of the books and records of Norphlet, or (iii) any breach of any covenant which has already occurred; or

(d) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(e) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(f) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(g) the bankruptcy of any Guarantor; or

(h) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any of the Collateral or any property securing the repayment of the Obligation; or

(i) the validity or effectiveness of any of the Loan Documents or its transfer, grant, pledge, mortgage, or assignment by the party executing such Loan Document is impaired; (ii) any party executing any of the Loan Documents asserts that any of such Loan Documents is not a legal, valid and binding obligation of the party thereto enforceable in accordance with its terms; or (iii) any Loan Document is amended, hypothecated, subordinated, terminated or discharged, or if any person is released from any of its covenants or obligations under any of the Loan Documents except as permitted by JH in writing; or

(j) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans; or

(k) the loss, theft or substantial damage to the Collateral or any property securing the repayment of the Obligation if the result of such occurrence will be, in JH's reasonable judgment, the failure or inability of Norphlet to continue substantially normal operation of its business within thirty (30) days of the date of such occurrence; or

(l) Failure of the Norphlet Facility to produce hydrochloric acid ("HCL") by January 1, 2007.

Upon the occurrence of an Event of Default herein described JH may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

Notwithstanding any other legal or equitable rights of JH, JH, in the Event of Default, is (a) hereby irrevocably appointed and constituted attorney-in-fact, with full power of substitution, to exercise all rights of ownership with respect to Collateral including, but not limited to, the right to collect all income of other distributions arising therefrom and to exercise all voting rights connected with Collateral; and (b) is hereby given full power to collect, sell, assign, transfer and deliver all of said Collateral or any part thereof, or any substitutes therefor, or any additions thereto, through any private or public sale without either demand or notice to the undersigned, or any advertisement, the same being hereby expressly waived, at which sale JH

is authorized to purchase said property or any part thereof, free from any right of redemption on the part of the undersigned, which is hereby expressly waived and released. In case of sale for any cause, after deducting all costs and expenses of every kind, JH may apply, as it shall deem proper, the residue of the proceeds of such sale toward the payment of any one or more or all of the Obligations of the undersigned, whether due or not due, to JH; after such application and the return of any surplus, the undersigned agrees to be and remains liable to JH for any and every deficiency after application as aforesaid upon this and any other Obligation. The undersigned shall pay all costs of collection incurred by JH, including its attorney's fees, if this note is referred to an attorney for collection, whether or not payment is obtained before entry of judgment, which costs and fees are Obligations secured by the Collateral.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of the JH to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

DEFINITIONS: Any capitalized terms not otherwise defined herein shall be defined as in the Loan Agreement.

The declaration of invalidity of any provision of this note shall not effect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
John L. Garrison, CEO

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AMENDED AND RESTATED
DRAW NOTE

$4,000,000.00 December 19, 2006

On or before the Due Date below, **NORPHLET CHEMICAL, INC.,** an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Four Million and 00/100 Dollars ($4,000,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein, less such amounts as shall have been repaid in accordance with this note. The outstanding balance of this note will appear on a supplemental Lender record and is not necessarily the face amount of this note. Such record shall be conclusive as to the balance due of this note at any time.

The principal sum outstanding shall bear interest initially at a floating rate equal to the prime rate announced by Fifth Third Bank, an Ohio banking corporation, from time to time. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Prior to the Due Date, Lender will lend to the undersigned such amounts as may from time to time be requested by the undersigned provided that (a) the principal amount borrowed shall not at any time exceed the Borrowing (b) no Event of Default as defined herein shall exist, and (c) amounts advanced and repaid may not be reborrowed hereunder.

Interest only payments will accrue on a daily basis beginning with the first advance and continue until the day preceding the first day the undersigned produces hydrochloric acid (the "Production Date") at its Norphlet facility. Interest payments, in cash, will begin ninety days from the Production Date. Payments will be made in three equal installments. The second payment will occur at one hundred twenty days and the third and final payment will occur at day one hundred fifty from the Production Date. Thereafter, the principal balance shall be paid in hydrochloric acid shipments as provided in the Loan/Sale Agreement dated August 31, 2006, as amended, between the undersigned and Lender (the "Loan Agreement"). Provided, however, the entire amount of unpaid principal and accrued interest hereunder shall be immediately due and payable in full in cash if (a) the Production Date does not occur by February 1, 2007, or (b) the undersigned ceases to ship hydrochloric acid to Lender prior to payment of this Note in full.

Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

To secure repayment of this note and all modifications, extensions and renewals thereof, and all other Obligations (as herein defined) of the undersigned to JH, the undersigned is granting JH a lease/option on the portion of the undersigned's Norphlet, Arkansas facility on which its hydrochloric acid tanks and associated rail infrastructure are located. Unlimited Payment Guaranties of John L. Garrison. B. Sue Garrison, Jeffrey Garrison and S. Melinda Garrison shall also secure repayment of this Note.

The Obligations secured by the Collateral (herein, "Obligations") shall include this note and each and every liability of the undersigned jointly or severally to Lender however created, direct or contingent, due or to become due, whether now existing or hereafter arising, participated in whole or in part, created by trust agreement, lease, overdraft, agreement, or otherwise, in any manner by the undersigned.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein or in any of the Loan Documents incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest on any Obligation when due or payable, by acceleration or otherwise; or

(c) Norphlet fails to observe or perform any other covenant, condition or agreement herein or in any other Loan Document and the failure or inability of Norphlet to cure such default within 30 days of written notice from JH thereof, provided that such 30 day grace period will not apply to (i) a breach of any covenant which in JH's good faith judgment is incapable of cure, (ii) any failure to maintain insurance or permit inspection of the Collateral or of the books and records of Norphlet, or (iii) any breach of any covenant which has already occurred; or

(d) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(e) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(f) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

~~(g) the death or bankruptcy of any Guarantor; or~~

(h) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any of the Collateral or any property securing the repayment of the Obligation; or

(i) the validity or effectiveness of any of the Loan Documents or its transfer, grant, pledge, mortgage, or assignment by the party executing such Loan Document is impaired; (ii) any party executing any of the Loan Documents asserts that any of such Loan Documents is not a legal, valid and binding obligation of the party thereto enforceable in accordance with its terms; or (iii) any Loan Document is amended, hypothecated, subordinated, terminated or discharged, or if any person is released from any of its covenants or obligations under any of the Loan Documents except as permitted by JH in writing; or

(j) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans; or

(k) the loss, theft or substantial damage to the Collateral or any property securing the repayment of the Obligation if the result of such occurrence will be, in JH's reasonable judgment, the failure or inability of Norphlet to continue substantially normal operation of its business within thirty (30) days of the date of such occurrence; or

(l) Failure of the Norphlet Facility to produce hydrochloric acid ("HCL") by February 1, 2007.

Upon the occurrence of an Event of Default herein described JH may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

Notwithstanding any other legal or equitable rights of JH, JH, in the Event of Default, is (a) hereby irrevocably appointed and constituted attorney-in-fact, with full power of substitution, to exercise all rights of ownership with respect to Collateral including, but not limited to, the right to collect all income of other distributions arising therefrom and to exercise all voting rights connected with Collateral; and (b) is hereby given full power to collect, sell, assign, transfer and deliver all of said Collateral or any part thereof, or any substitutes therefor, or any additions thereto, through any private or public sale without either demand or

notice to the undersigned, or any advertisement, the same being hereby expressly waived, at which sale JH is authorized to purchase said property or any part thereof, free from any right of redemption on the part of the undersigned, which is hereby expressly waived and released. In case of sale for any cause, after deducting all costs and expenses of every kind, JH may apply, as it shall deem proper, the residue of the proceeds of such sale toward the payment of any one or more or all of the Obligations of the undersigned, whether due or not due, to JH; after such application and the return of any surplus, the undersigned agrees to be and remains liable to JH for any and every deficiency after application as aforesaid upon this and any other Obligation. The undersigned shall pay all costs of collection incurred by JH, including its attorney's fees, if this note is referred to an attorney for collection, whether or not payment is obtained before entry of judgment, which costs and fees are Obligations secured by the Collateral.

AMENDMENT AND RESTATEMENT: This Note is an amendment and restatement of the $3,000,000.00 Draw Note dated August 31, 2006, executed by Norphlet in favor of JH, and the perfection and priority of security interests in connection therewith shall remain in full force and effect.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of the JH to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

DEFINITIONS: Any capitalized terms not otherwise defined herein shall be defined as in the Loan Agreement.

The declaration of invalidity of any provision of this note shall not effect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
CEO

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AMENDED AND RESTATED
DRAW NOTE

$4,000,000.00 December 19, 2006

On or before the Due Date below, **NORPHLET CHEMICAL, INC.**, an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Four Million and 00/100 Dollars ($4,000,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein, less such amounts as shall have been repaid in accordance with this note. The outstanding balance of this note will appear on a supplemental Lender record and is not necessarily the face amount of this note. Such record shall be conclusive as to the balance due of this note at any time.

The principal sum outstanding shall bear interest initially at a floating rate equal to the prime rate announced by Fifth Third Bank, an Ohio banking corporation, from time to time. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Prior to the Due Date, Lender will lend to the undersigned such amounts as may from time to time be requested by the undersigned provided that (a) the principal amount borrowed shall not at any time exceed the Borrowing (b) no Event of Default as defined herein shall exist, and (c) amounts advanced and repaid may not be reborrowed hereunder.

Interest only payments will accrue on a daily basis beginning with the first advance and continue until the day preceding the first day the undersigned produces hydrochloric acid (the "Production Date") at its Norphlet facility. Interest payments, in cash, will begin ninety days from the Production Date. Payments will be made in three equal installments. The second payment will occur at one hundred twenty days and the third and final payment will occur at day one hundred fifty from the Production Date. Thereafter, the principal balance shall be paid in hydrochloric acid shipments as provided in the Loan/Sale Agreement dated August 31, 2006, as amended, between the undersigned and Lender (the "Loan Agreement"). Provided, however, the entire amount of unpaid principal and accrued interest hereunder shall be immediately due and payable in full in cash if (a) the Production Date does not occur by February 1, 2007, or (b) the undersigned ceases to ship hydrochloric acid to Lender prior to payment of this Note in full.

Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

To secure repayment of this note and all modifications, extensions and renewals thereof, and all other Obligations (as herein defined) of the undersigned to JH, the undersigned is granting JH a lease/option on the portion of the undersigned's Norphlet, Arkansas facility on which its hydrochloric acid tanks and associated rail infrastructure are located. Unlimited Payment Guaranties of John L. Garrison. B. Sue Garrison, Jeffrey Garrison and S. Melinda Garrison shall also secure repayment of this Note.

The Obligations secured by the Collateral (herein, "Obligations") shall include this note and each and every liability of the undersigned jointly or severally to Lender however created, direct or contingent, due or to become due, whether now existing or hereafter arising, participated in whole or in part, created by trust agreement, lease, overdraft, agreement, or otherwise, in any manner by the undersigned.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein or in any of the Loan Documents is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest on any Obligation when due and payable, by acceleration or otherwise; or

(c) Norphlet fails to observe or perform any other covenant, condition or agreement herein or in any other Loan Document and the failure or inability of Norphlet to cure such default within 30 days of written notice from JH thereof, provided that such 30 day grace period will not apply to (i) a breach of any covenant which in JH's good faith judgment is incapable of cure, (ii) any failure to maintain insurance or permit inspection of the Collateral or of the books and records of Norphlet, or (iii) any breach of any covenant which has already occurred; or

(d) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(e) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(f) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(g) the death or bankruptcy of any Guarantor; or

(h) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any of the Collateral or any property securing the repayment of the Obligation; or

(i) the validity or effectiveness of any of the Loan Documents or its transfer, grant, pledge, mortgage, or assignment by the party executing such Loan Document is impaired; (ii) any party executing any of the Loan Documents asserts that any of such Loan Documents is not a legal, valid and binding obligation of the party thereto enforceable in accordance with its terms; or (iii) any Loan Document is amended, hypothecated, subordinated, terminated or discharged, or if any person is released from any of its covenants or obligations under any of the Loan Documents except as permitted by JH in writing; or

(j) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans; or

(k) the loss, theft or substantial damage to the Collateral or any property securing the repayment of the Obligation if the result of such occurrence will be, in JH's reasonable judgment, the failure or inability of Norphlet to continue substantially normal operation of its business within thirty (30) days of the date of such occurrence; or

(l) Failure of the Norphlet Facility to produce hydrochloric acid ("HCL") by February 1, 2007.

Upon the occurrence of an Event of Default herein described JH may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

Notwithstanding any other legal or equitable rights of JH, JH, in the Event of Default, is (a) hereby irrevocably appointed and constituted attorney-in-fact, with full power of substitution, to exercise all rights of ownership with respect to Collateral including, but not limited to, the right to collect all income of other distributions arising therefrom and to exercise all voting rights connected with Collateral; and (b) is hereby given full power to collect, sell, assign, transfer and deliver all of said Collateral or any part thereof, or any substitutes therefor, or any additions thereto, through any private or public sale without either demand or

notice to the undersigned, or any advertisement, the same being hereby expressly waived, at which sale JH is authorized to purchase said property or any part thereof, free from any right of redemption on the part of the undersigned, which is hereby expressly waived and released. In case of sale for any cause, after deducting all costs and expenses of every kind, JH may apply, as it shall deem proper, the residue of the proceeds of such sale toward the payment of any one or more or all of the Obligations of the undersigned, whether due or not due, to JH; after such application and the return of any surplus, the undersigned agrees to be and remains liable to JH for any and every deficiency after application as aforesaid upon this and any other Obligation. The undersigned shall pay all costs of collection incurred by JH, including its attorney's fees, if this note is referred to an attorney for collection, whether or not payment is obtained before entry of judgment, which costs and fees are Obligations secured by the Collateral.

AMENDMENT AND RESTATEMENT: This Note is an amendment and restatement of the $3,000,000.00 Draw Note dated August 31, 2006, executed by Norphlet in favor of JH, and the perfection and priority of security interests in connection therewith shall remain in full force and effect.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of the JH to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

DEFINITIONS: Any capitalized terms not otherwise defined herein shall be defined as in the Loan Agreement.

The declaration of invalidity of any provision of this note shall not effect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
CEO

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DRAW/TERM NOTE

$2,000,000.00 April 9, 2007

On or before the Due Date below, **NORPHLET CHEMICAL, INC.,** an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Two Million and 00/100 Dollars ($2,000,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein, less such amounts as shall have been repaid in accordance with this note. The outstanding balance of this note will appear on a supplemental Lender record and is not necessarily the face amount of this note. Such record shall be conclusive as to the balance due of this note at any time.

The principal sum outstanding shall bear interest initially at a floating rate equal to the prime rate announced by Fifth Third Bank, an Ohio banking corporation, from time to time (the "Prime Rate"). Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Prior to the Due Date, Lender will lend to the undersigned such amounts as may from time to time be requested by the undersigned provided that (a) the principal amount borrowed shall not at any time exceed the Borrowing (b) no Event of Default as defined herein shall exist, and (c) amounts advanced and repaid may not be reborrowed hereunder.

Interest only payments will accrue on a daily basis beginning with the first advance and continue until one hundred fifty (150) days after the first day the undersigned produces hydrochloric acid (the "Production Date") at its Norphlet facility. All interest so accrued shall be due and payable to Lender on the one hundred eightieth (180th) day after the Production Date.

Beginning on the two hundred tenth (210th) day after the Production Date, at which time interest at the Prime Rate shall resume, and continuing on the same date of each month thereafter, Norphlet shall pay JH thirty-six (36) installments of principal and interest in advance, based on a three (3) year amortization, so that the entire principal and interest due hereunder is paid in full as of the Maturity Date.

As used herein, the term "Loan Documents" shall include this Note, any other note issued by Norphlet in favor of JH, any documents guaranteeing or securing any of the foregoing notes, the Loan/Sales Agreement between the parties, and the Sales and Distribution Agreement between the parties, and any amendments, restatements and/or extensions thereof.

As used herein, the term "Obligations" shall include this Note, any and all other notes issues by Norphlet in favor of JH, and each and every liability of the undersigned to Lender, jointly or severally, however created, direct or contingent, due or to become due, whether now existing or hereafter arising, participated in whole or in part, created by trust agreement, lease, overdraft, agreement, or otherwise, in any manner by the undersigned.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein or in any of the Loan Documents is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest on this Note or on any other Obligation when due and payable, by acceleration or otherwise; or

(c) Norphlet fails to observe or perform any other covenant, condition or agreement herein or in any other Loan Document and the failure or inability of Norphlet to cure such default

within 30 days of written notice from JH thereof, provided that such 30 day grace period will not apply to (i) a breach of any covenant which in JH's good faith judgment is incapable of cure, (ii) any failure to maintain insurance or permit inspection of the books and records of Norphlet, or (iii) any breach of any covenant which has already occurred; or

(d) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(e) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(f) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(g) the death or bankruptcy of any guarantor; or

(h) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property owned by Norphlet; or

(i) the validity or effectiveness of any of the Loan Documents or its transfer, grant, pledge, mortgage, or assignment by the party executing such Loan Document is impaired; (ii) any party executing any of the Loan Documents asserts that any of such Loan Documents is not a legal, valid and binding obligation of the party thereto enforceable in accordance with its terms; or (iii) any Loan Document is amended, hypothecated, subordinated, terminated or discharged, or if any person is released from any of its covenants or obligations under any of the Loan Documents except as permitted by JH in writing; or

(j) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans; or

(k) the loss, theft or substantial damage to any property of Norphlet if the result of such occurrence will be, in JH's reasonable judgment, the failure or inability of Norphlet to continue substantially normal operation of its business within thirty (30) days of the date of such occurrence; or

(l) Failure of the Norphlet Facility to produce hydrochloric acid ("HCL") per JH specifications by June 30, 2007.

Upon the occurrence of an Event of Default herein described JH may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

PRIORITY: This Note shall be senior to all notes issued by Norphlet to its shareholders, who shall be required to sign a subordination agreement.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of the JH to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

DEFINITIONS: Any capitalized terms not otherwise defined herein shall be defined as in the Loan Agreement.

The declaration of invalidity of any provision of this note shall not effect any part of the remainder of the provisions.

DUE DATE:
Three (3) years after the two hundred tenth (210th) day after the Production Date.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: John L. Jones
CEO

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AMENDMENT TO DRAW/TERM NOTE

This Amendment to Draw/Term Note, dated October 25, 2007, is by and between Norphlet Chemical, Inc., an Arkansas corporation ("Norphlet"), and Jones-Hamilton Co., an Ohio corporation ("JH").

Norphlet executed a Two Million Dollar ($2,000,000.00) Draw/Term Note dated April 9, 2007 in favor of JH. For valuable consideration granted by JH to Norphlet, the parties agree that the principal amount of the Note is hereby increased to Two Million Five Hundred Thousand Dollars ($2,500,000.00). All terms of the Note shall continue in full force and effect as amended herein.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
John L. Garrison, CEO

JONES-HAMILTON CO.,
an Ohio corporation

By: _____

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AMENDMENT TO DRAW/TERM NOTE

This Amendment to Draw/Term Note, dated October 25, 2007, is by and between Norphlet Chemical, Inc., an Arkansas corporation ("Norphlet"), and Jones-Hamilton Co., an Ohio corporation ("JH").

Norphlet executed a Two Million Dollar ($2,000,000.00) Draw/Term Note dated April 9, 2007 in favor of JH. For valuable consideration granted by JH to Norphlet, the parties agree that the principal amount of the Note is hereby increased to Two Million Five Hundred Thousand Dollars ($2,500,000.00). All terms of the Note shall continue in full force and effect as amended herein.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
John L. Garrison, CEO

JONES-HAMILTON CO.,
an Ohio corporation

By: _____

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NOTE

$135,000.00 December 28, 2007

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Thirty-five Thousand and 00/100 Dollars ($135,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight per cent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this note. Norphlet agrees that any other funding received by Norphlet shall be paid to JH in priority above any other payments. If such funding is received before the end of the ten days, the principal and interest shall be paid on that date.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of the JH to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not effect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
Chief Executive Officer

_____
Chief Financial Officer

NOTE

$60,000.00

January11, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Sixty Thousand and 00/100 Dollars ($60,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
John L. Garrison, Chief Executive Officer

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$82,350.00 January 22, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), *located at 600 MacMillan Drive, Norphlet, Arkansas 71759,* for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Eighty-Two Thousand Three Hundred Fifty and 00/100 Dollars ($82,350.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$118,704.00 January 25, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Eighteen Thousand Seven Hundred Four and 00/100 Dollars ($118,704.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$340,000.00 January 30, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Three Hundred Forty Thousand and 00/100 Dollars ($340,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) ~~Norphlet defaults in the payment of any principal or interest hereunder when due and payable,~~ by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$60,000.00 January 31, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Sixty Thousand and 00/100 Dollars ($60,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

February 7, 2008

$41,500.00

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Forty One Thousand Five Hundred and 00/100 Dollars ($41,500.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$105,000.00

February 14, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Five Thousand and 00/100 Dollars ($105,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$85,000.00 February 19, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Eighty Five Thousand and 00/100 Dollars ($85,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$115,000.00 February 26, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Fifteen Thousand and 00/100 Dollars ($115,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$60,000.00 March 3, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Sixty Thousand and 00/100 Dollars ($60,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$147,000.00 March 13, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Forty Seven Thousand and 00/100 Dollars ($147,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$100,000.00 March 25, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$55,000.00 April 2, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Fifty Five Thousand and 00/100 Dollars ($55,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

April 9, 2008

$30,000.00

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Thirty Thousand and 00/100 Dollars ($30,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$205,000.00 April 14, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Two Hundred Five Thousand and 00/100 Dollars ($205,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$301,000.00 April 23, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Three Hundred One Thousand and 00/100 Dollars ($301,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$80,000.00 May 1, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Eighty Thousand and 00/100 Dollars ($80,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$212,946.00 May 14, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Two Hundred Twelve Thousand Nine Hundred Forty Six and 00/100 Dollars ($212,946.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$141,500.00 May 28, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Forty One Thousand Five Hundred and 00/100 Dollars ($141,500.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$95,000.00 June 12, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), *located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay* to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Ninety Five Thousand and 00/100 Dollars ($95,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$180,000.00 June 26, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Eighty Thousand and 00/100 Dollars ($180,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:

This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$135,000.00 July 10, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Thirty Five Thousand and 00/100 Dollars ($135,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following-described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$340,000.00 July 24, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Three Hundred Forty Thousand and 00/100 Dollars ($340,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$120,000.00 August 7, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Twenty Thousand and 00/100 Dollars ($120,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$265,000.00 August 21, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Two Hundred Sixty Five Thousand and 00/100 Dollars ($265,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$40,000.00 September 4, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Forty Thousand and 00/100 Dollars ($40,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(I) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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December 19, 2006

UNLIMITED PAYMENT GUARANTY

John L. Garrison and B. Sue Garrison, whose address is 408 East 15th Street, El Dorado, Arkansas (each referred to herein as "Guarantor"), jointly and severally agree to guarantee the payment of all monies due or which may hereafter become due to Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 ("JH") from Norphlet Chemical, Inc., an Arkansas corporation, located at 600 MacMillan Drive, Norphlet, Arkansas 71759 (hereinafter called "Borrower").

1. **GUARANTY**: In consideration of an extension of a loan, credit or other financial accommodations given or to be given from time to time pursuant to a $4,000,000.00 Amended and Restated Draw Note of even date herewith, and other agreements and/or evidence of indebtedness, and any extensions or renewals thereof, or pursuant to any other agreements to extend credit of any kind or nature to Borrower, each Guarantor, jointly and severally, guarantees the prompt payment when due of all indebtedness and liabilities of Borrower of every kind, nature, and character including principal and interest and all renewals, extensions, and modifications thereof now existing or which hereafter may be incurred by Borrower to JH (hereinafter collectively called "Obligation"). The liability of Guarantor hereunder shall be unconditional, notwithstanding the unenforceability or invalidity of any Obligation of Borrower and shall survive the adjudication in bankruptcy of Borrower, any compromise of any Obligation of Borrower to JH by any order of any federal bankruptcy court or any other court of competent jurisdiction. In the event of the payment of any Obligation of Borrower owing to JH and any subsequent order by a federal bankruptcy court or any other court of competent jurisdiction that such payment was fraudulent, preferential, invalid or void for any reason requiring the repayment by JH of the sum so paid to JH to any bankruptcy trustee, receiver, or other duly appointed representative of Borrower for the benefit of Borrower or its creditors, Guarantor shall immediately pay to JH such Obligation.

2. **RELEASE OF GUARANTOR:** Without affecting the liability of any of the undersigned not released, JH may, without notice to the undersigned, release and discharge from liability to it any of the undersigned, if there be more than one, or any other guarantor of, or surety for, the payment of any Obligation of Borrower to JH.

3. **WAIVER OF NOTICE:** Guarantor hereby waives notice of any change in the Obligation, including without limitation renewals, extensions or modifications of any Obligation of Borrower and hereby waives presentment, demand, protest, notice of non-payment and notice of dishonor. No delay on the part of JH in exercising its rights hereunder shall operate as a waiver of guaranty by Guarantor or operate as a release of Guarantor's obligations hereunder. Guarantor agrees that JH may accept, surrender, or exchange collateral or security, if any, without notice to Guarantor. Guarantor consents to any impairment of collateral, including without limitation release of the collateral to a third party or failure to perfect any security interest.

4. **WAIVER OF IMPAIRMENT OF COLLATERAL:** No Guarantor shall be released or discharged, either in whole or in part, by JH's failure or delay to perfect or continue the perfection of any security interest in any property which secures the obligations of the Borrower or any of the Guarantors to JH, or to protect the property covered by such security interest.

5. **SURETYSHIP DEFENSES:** Each Guarantor hereby waives all suretyship defenses, including but not limited to, all defenses set forth in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605 (i) of the UCC.

6. **MISCELLANEOUS PROVISIONS:**

a) All rights of JH shall inure to the benefit of its successors and assigns and all obligations of Guarantor shall bind the heirs, executors, administrators, successors and assigns of Guarantor.

b) Guarantor shall promptly notify JH in writing of any change in mailing address.

c) Guarantor agrees that expenses and reasonable attorneys' fees incurred by JH as the result of Guarantor's breach of any of the terms and conditions of this Guaranty shall be paid by Guarantor to JH.

d) Within 90 days after the end of each calendar year and from time to time as reasonably requested by JH, Guarantor agrees to deliver to JH updated financial statements of Guarantor in form and substance reasonably satisfactory to JH.

e) This Guaranty contains the entire agreement of the parties and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter, shall amend, modify or otherwise affect the terms of this Guaranty unless in writing and signed by JH. This Guaranty supersedes and replaces any Guaranty previously executed by Guarantor in favor of JH.

f) This Guaranty shall be construed in accordance with the laws of the State of Ohio. Any provision hereof which may prov unenforceable shall not affect the enforceability of the remainder of the provisions hereof.

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h) Each Guarantor agrees that the state and federal courts in the county and state where JH's principal place of business is located or any other Court in which JH initiates proceedings will have exclusive jurisdiction over all matters arising out of this Guaranty.

GUARANTOR:

John L. Garrison

B. Sue Garrison

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Spengler Nathanson P.L.L.

06-040-A-OH(5/3-2-96)

Aug 25, 20(

UNLIMITED PAYMENT GUARANTY

John L. Garrison and B. Sue Garrison, whose address is 408 E 15th El Dorado AR 71730 (each referred to herein as " Guarantor", jointly and severally agree to guarantee the payment of all monies due or which may hereafter become due to Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 ("JH") from Norphlet Chemical, Inc., an Arkansas corporation, located a 600 MacMillan Dr. Norphlet AR 71759 (hereinafter called "Borrower").

1. **GUARANTY**: In consideration of an extension of a loan, credit or other financial accommodations given or to be given from time to time pursuant to a $3,000,000.00 Draw Note of even date herewith, and other agreements and/or evidence of indebtedness, and any extensions or renewals thereof, or pursuant to any other agreements to extend credit of any kind or nature to Borrower, each Guarantor, jointly and severally, guarantees the prompt payment when due of all indebtedness and liabilities of Borrower of every kind, nature, and character including principal and interest and all renewals, extensions, and modifications thereof now existing or which hereafter may be incurred by Borrower to JH (hereinafter collectively called "Obligation"). The liability of Guarantor hereunder shall be unconditional, notwithstanding the unenforceability or invalidity of any Obligation of Borrower and shall survive the adjudication in bankruptcy of Borrower, any compromise of any Obligation of Borrower to JH by any order of any federal bankruptcy court or any other court of competent jurisdiction. In the event of the payment of any Obligation of Borrower owing to JH and any subsequent order by a federal bankruptcy court or any other court of competent jurisdiction that such payment was fraudulent, preferential, invalid or void for any reason requiring the repayment by JH of the sum so paid to JH to any bankruptcy trustee, receiver, or other duly appointed representative of Borrower for the benefit of Borrower or its creditors, Guarantor shall immediately pay to JH such Obligation.

2. **RELEASE OF GUARANTOR:** Without affecting the liability of any of the undersigned not released. JH may, without notice to the undersigned, release and discharge from liability to it any of the undersigned, if there be more than one, or any other guarantor of, or surety for, the payment of any Obligation of Borrower to JH.

3. **WAIVER OF NOTICE:** Guarantor hereby waives notice of any change in the Obligation, including without limitation renewals, extensions or modifications of any Obligation of Borrower and hereby waives presentment, demand, protest, notice of non-payment and notice of dishonor. No delay on the part of JH in exercising its rights hereunder shall operate as a waiver of guaranty by Guarantor or operate as a release of Guarantor's obligations hereunder. Guarantor agrees that JH may accept, surrender, or exchange collateral or security, if any, without notice to Guarantor. Guarantor consents to any impairment of collateral, including without limitation release of the collateral to a third party or failure to perfect any security interest.

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GUARANTOR:

John L. Garrison

B. Sue Garrison

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Spengler Nathanson P.L.L.

06-040-A-OH(5/3-2-96)

December 19, 2006

UNLIMITED PAYMENT GUARANTY

Jeffrey S. Garrison and S. Melinda Garrison, whose address is 1602 West Block Street, El Dorado, Arkansasa (each referred to herein as "Guarantor"), jointly and severally agree to guarantee the payment of all monies due or which may hereafter become due to Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 ("JH") from Norphlet Chemical, Inc., an Arkansas corporation, located at 600 MacMillan Drive, Norphlet, Arkansas 71759 (hereinafter called "Borrower").

1. **GUARANTY**: In consideration of an extension of a loan, credit or other financial accommodations given or to be given from time to time pursuant to a $4,000,000.00 Amended and Restated Draw Note of even date herewith, and other agreements and/or evidence of indebtedness, and any extensions or renewals thereof, or pursuant to any other agreements to extend credit of any kind or nature to Borrower, each Guarantor, jointly and severally, guarantees the prompt payment when due of all indebtedness and liabilities of Borrower of every kind, nature, and character including principal and interest and all renewals, extensions, and modifications thereof now existing or which hereafter may be incurred by Borrower to JH (hereinafter collectively called "Obligation"). The liability of Guarantor hereunder shall be unconditional, notwithstanding the unenforceability or invalidity of any Obligation of Borrower and shall survive the adjudication in bankruptcy of Borrower, any compromise of any Obligation of Borrower to JH by any order of any federal bankruptcy court or any other court of competent jurisdiction. In the event of the payment of any Obligation of Borrower owing to JH and any subsequent order by a federal bankruptcy court or any other court of competent jurisdiction that such payment was fraudulent, preferential, invalid or void for any reason requiring the repayment by JH of the sum so paid to JH to any bankruptcy trustee, receiver, or other duly appointed representative of Borrower for the benefit of Borrower or its creditors, Guarantor shall immediately pay to JH such Obligation.

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GUARANTOR:

Jeffrey Garrison

S. Melinda Garrison

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Spengler Nathanson P.L.L.

06-040-A-OH(5/3-2-96)

August 25, 2006

UNLIMITED PAYMENT GUARANTY

Jeffrey Garrison and S. Melinda Garrison, whose address is 1102 Hot Shot Bluff Dr. Bryant AR 72750 (each referred to herein as "Guarantor"), jointly and severally agree to guarantee the payment of all monies due or which may hereafter become due to Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 ("JH") from Norphlet Chemical, Inc., an Arkansas corporation, located at 6000 MacMillan Drive Norphlet AR 71759 (hereinafter called "Borrower").

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August 21, 2006

UNLIMITED PAYMENT GUARANTY

Jeffrey Garrison and S. Melinda Garrison, whose address is 1602 West Block, El Dorado, AR 71730 (each referred to herein as "Guarantor"), jointly and severally agree to guarantee the payment of all monies due or which may hereafter become due to Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 ("JH") from Norphlet Chemical, Inc., an Arkansas corporation, located at 600 Macmillan Drive, Norphlet, AR 71759 (hereinafter called "Borrower").

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GUARANTOR:

Jeffrey Garrison

S. Melinda Garrison

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Spengler Nathanson P.L.L.

06-040-A-OH(5/3-2-96)

FILED
LUCAS COUNTY
2009 JAN 13 A 8:54
COMMON PLEAS COURT
BERNIE QUILTER
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS, LUCAS COUNTY, OHIO

JONES HAMILTON CO Plaintiff,	*	Case No. G-4801-CI-200806695-000
vs.	*	
JOHN L GARRISON Defendant.	*	ORDER
	*	JUDGE GARY G. COOK

The record of this case shows that more than 28 days have passed since service was obtained, and that no responsive pleading has been filed.

It is Ordered that plaintiff file a Motion for Default Judgment within 21 days of the date of this Order, or this case will be dismissed without prejudice pursuant to Ohio Civil Rule 41.

JAN 09 2009

Date

JUDGE GARY G. COOK

cc:
ANASTASIA K HANSON

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF ARKANSAS
EL DORADO DIVISION

IN RE:	GARRISON, JOHNEY LEE GARRISON, BENITA SUE DEBTORS	CASE NO.	1:08-74072 Chapter 7

ORDER GRANTING MOTION TO EXTEND AND CONTINUE THE STAY, FOR EXTENSION OF TIME UNDER §521 FOR PROPERTY TO REMAIN PROPERTY OF THE ESTATE, FOR TURNOVER OF SECURED PROPERTY AND FOR CASE TO REMAIN OPEN

Upon the Motion to Extend and Continue the Stay, for Extension of Time Under §521 for Property to Remain Property of the Estate, for Turnover of Secured Property and for Case to Remain Open filed by the Chapter 7 Trustee, it appearing that the continued investigation and, or, administration of the instant case by the Trustee is in the best interests of the estate and the creditors, and that property should not be removed from the estate due to any potential deficiency by the Debtors, and for other good cause

IT IS ORDERED that this case shall not be dismissed under 11 U.S.C. §521(e) or (i), unless the Court, upon motion by an interested party, determines that dismissal is appropriate.

IT IS FURTHER ORDERED that all secured property shall remain property of the estate, notwithstanding 11 U.S.C. §521(a)(2), 11 U.S.C. §521(a)(6), or 11 U.S.C. §362(h), until said property is abandoned or sold by the Trustee, a No Asset Report is filed by the Trustee, or this Court, upon motion filed by an interested part, grants relief from the stay.

IT IS FURTHER ORDERED that, upon the request of any secured claimant, the Court will consider whether any adequate protection is necessary for secured claimants.

IT IS FURTHER ORDERED that the Debtors shall deliver to the Trustee all secured property, in connection of which the debtor has not completed a reaffirmation agreement or a redemption with the secured creditor, within twenty (20) days after the entry of this Order, or

EOD 1/20/2009
by L Stanley

024270

such additional time as the Trustee may designate to the Debtors.

HONORABLE JAMES G. MIXON
United States Bankruptcy Judge

Date: 01/20/09

Copies to:

RENEE S. WILLIAMS, Trustee
ROBERT L. DEPPER, Attorney for Debtors

APPROVED:

/s/ Renee S. Williams
Renee S. Williams
Bankruptcy Trustee

/s/ Robert L. Depper
Robert L. Depper,
Attorney for Debtors

B18 (Official Form 18) (12/07)

United States Bankruptcy Court

Western District of Arkansas

Case No. 1:08-bk-74084

Chapter 7

In re Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Jeffrey Sean Garrison
1602 West Block St.
El Dorado, AR 71730

Sarah Melinda Garrison
1602 West Block St.
El Dorado, AR 71730

Social Security / Individual Taxpayer ID No.:
xxx-xx-8642

xxx-xx-4607

Employer Tax ID / Other nos.:

DISCHARGE OF DEBTOR

It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

BY THE COURT

Dated: 1/15/09

James G. Mixon
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 7 CASE

This court order grants a discharge to the person named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property:* There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.] A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

Debts That are Not Discharged

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

a. Debts for most taxes;

b. Debts incurred to pay nondischargeable taxes;

c. Debts that are domestic support obligations;

d. Debts for most student loans;

e. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;

f. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;

g. Some debts which were not properly listed by the debtor;

h. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;

i. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts; and

j. Debts owed to certain pension, profit sharing, stock bonus, other retirement plans, or to the Thrift Savings Plan for federal employees for certain types of loans from these plans.

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

UNITED STATES BANKRUPTCY COURT
Western District of Arkansas

Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines

A chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 10/10/08.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Johney Lee Garrison
aka John L. Garrison
408 E. 15th Street
El Dorado, AR 71730

Benita Sue Garrison
408 E. 15th Street
El Dorado, AR 71730

Case Number:	Social Security / Individual Taxpayer ID / Employer Tax ID / Other nos:
1:08-bk-74072 Judge: James G. Mixon	442-46-1822 442-46-0053
Attorney for Debtor(s) (name and address): Robert L. Depper Jr. DEPPER LAW FIRM 101 West Main Suite 200 El Dorado, AR 71730-5834 Telephone number: (870) 862-5505	Bankruptcy Trustee (name and address): Renee S. Williams U.S. Bankruptcy Trustee 125 Roberts Ridge Terrace Hot Springs, AR 71901-7286 Telephone number: (501) 624-4330

Meeting of Creditors

Important notice to individual debtors: Debtors must provide picture identification and proof of social security number to the trustee at the meeting of creditors.

Date: **November 5, 2008** Time: **10:00 AM**

Location: **U.S. Post Office & Courthouse, 101 S. Jackson Ave., Room 315, El Dorado, AR 71730**

Presumption of Abuse under 11 U.S.C. § 707(b)

See "Presumption of Abuse" on reverse side.

Insufficient information has been filed to date to permit the clerk to make any determination concerning the presumption of abuse. If more complete information, when filed, shows that the presumption has arisen, creditors will be notified.

Deadlines:

Papers must be *received* by the bankruptcy clerk's office by the following deadlines:

Deadline to File a Complaint Objecting to Discharge of the Debtor or to Determine Dischargeability of Certain Debts: 1/5/09

Deadline to Object to Exemptions:

Thirty (30) days after the *conclusion* of the meeting of creditors.

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.

Creditor with a Foreign Address:

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

Address of the Bankruptcy Clerk's Office:	**For the Court:**
U.S. Bankruptcy Court 300 W. 2nd Street Little Rock, AR 72201 Telephone: 501-918-5500	Clerk of the Bankruptcy Court: Jean Rolfs
Hours Open: Monday - Friday 8:00 AM - 5:00 PM	Date: 10/14/08

EXPLANATIONS

Filing of Chapter 7 Bankruptcy Case	A bankruptcy case under Chapter 7 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions are listed in Bankruptcy Code §362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; starting or continuing lawsuits or foreclosures; and garnishing or deducting from the debtor's wages. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Presumption of Abuse	If the presumption of abuse arises, creditors may have the right to file a motion to dismiss the case under § 707(b) of the Bankruptcy Code. The debtor may rebut the presumption by showing special circumstances.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time and location listed on the front side. *The debtor (both spouses in a joint case) must be present at the meeting to be questioned under oath by the trustee and by creditors.* Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice.
Do Not File a Proof of Claim at This Time	There does not appear to be any property available to the trustee to pay creditors. *You therefore should not file a proof of claim at this time.* If it later appears that assets are available to pay creditors, you will be sent another notice telling you that you may file a proof of claim, and telling you the deadline for filing your proof of claim. If this notice is mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
Discharge of Debts	The debtor is seeking a discharge of most debts, which may include your debt. A discharge means that you may never try to collect the debt from the debtor. If you believe that the debtor is not entitled to receive a discharge under Bankruptcy Code §727(a) *or* that a debt owed to you is not dischargeable under Bankruptcy Code §523(a)(2), (4), or (6), you must start a lawsuit by filing a complaint in the bankruptcy clerk's office by the "Deadline to File a Complaint Objecting to Discharge of the Debtor or to Determine Dischargeability of Certain Debts" listed on the front side. The bankruptcy clerk's office must receive the complaint and any required filing fee by that Deadline.
Exempt Property	The debtor is permitted by law to keep certain property as exempt. Exempt property will not be sold and distributed to creditors. The debtor must file a list of all property claimed as exempt. You may inspect that list at the bankruptcy clerk's office. If you believe that an exemption claimed by the debtor is not authorized by law, you may file an objection to that exemption. The bankruptcy clerk's office must receive the objections by the "Deadline to Object to Exemptions" listed on the front side.
Bankruptcy Clerk's Office	Any documents that you file in this bankruptcy case should be filed using the court's Electronic Case Filing (ECF) system or at the bankruptcy clerk's office at the Bankruptcy Court address listed on the front side. You may inspect all documents filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, on the court's ECF system or at the bankruptcy clerk's office.
Intent to Abandon Property	The trustee may give notice at the meeting of creditors of his intent to abandon property unless objections are filed within 15 days.
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.

Refer to Other Side for Important Deadlines and Notices

FILED
LUCAS COUNTY
2009 JAN 20 P 12:28
COMMON PLEAS COURT
TERRI CUILLER
CLERK OF COURTS

IN THE LUCAS COUNTY COMMON PLEAS COURT

JONES-HAMILTON CO.	)	Case No. G-4801-CI-200806695-000
Plaintiff,	)	Judge Gary G. Cook
vs.	)	**NOTICE OF BANKRUPTCY AND SUGGESTION OF STAY**
JOHN L. GARRISON, et al.,	)	
Defendants.	)	Anastasia K. Hanson, Esq. (0072289) ahanson@snlaw.com Richard E. Wolff, Esq. (0014271) rwolff@snlaw.com SPENGLER NATHANSON P.L.L. Four SeaGate, Suite 400 Toledo, OH 43604-2262 Telephone: (419) 252-6250 Telecopier: (419) 241-8599 Attorneys for Plaintiff

* * * * * * * *

Now comes Plaintiff, Jones-Hamilton Co. and gives notice that Defendants John L. Garrison and B. Sue Garrison and Jeffrey S. Garrison and S. Melinda Garrison have filed for relief under Chapter 7 of the Bankruptcy Code (title 11, United States Code) in the U.S. Bankruptcy Court for the Western District of Arkansas, in Case

Numbers: 1808-bk-74072 and 1:08bk-74084, on October 10, 2008. The filing of the aforesaid bankruptcies automatically stays this litigation as against the defendants

Respectfully submitted,

SPENGLER NATHANSON P.L.L.

By: _____

Anastasia K. Hanson, Esq.
Richard E. Wolff, Esq.
Four SeaGate, Suite 400
Toledo, Ohio 43604-2622
(419) 252-6250

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing has been sent by ordinary U.S. Mail, postage prepaid, this 20th day of January, 2009 to Counsel for Defendants, Robert L. Depper, Jr., Esq., Depper Law firm, 101 West Main Street, Suite 200, El Dorado, Arkansas 71730-5834.

_____

Anastasia K. Hanson, Esq.

M:\ahanson\S-AKH\Review\Norphlet Chemical, Inc\Garrison.BankStay.doc

Special Instructions for Server: _____

_____

RETURN OF SERVICE OF SUMMONS

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

Totals $_____

DATE: _____

(PERSONAL)

I received this summons on September 15 20 08, at 12:30 p m. And made personal service upon B. Sue GARRISON by tendering a copy of the summons and accompany documents on September 15 20 08. 12:30 p.m.

JAMES A TELB, SHERIFF
by _____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE: _____

(RESIDENCE)

I received this summons on _____ 20____, at ___ m. And made service by leaving at their residence with _____

_____

a person of suitable age and discretion then residing therein, a copy of the summons and accompany documents on _____ 20____.

JAMES A TELB, SHERIFF
by _____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE: _____

(FAILURE OF SERVICE)

I received this summons on _____ 20_____, at ___ m. I was unable to serve a copy of the summons for the following reason

_____

_____

JAMES A TELB, SHERIFF
by _____
Deputy Clerk

LUCAS COUNTY COMMON PLEAS COURT
CORNER ADAMS & ERIE STREETS
TOLEDO, OHIO 43604

FILED
LUCAS COUNTY
2008 SEP 23 P 1:36
COMMON PLEAS COURT
BERNIE QUILTER
CLERK OF COURTS

SUMMONS
CIVIL ACTION

B SUE GARRISON
408 EAST 15TH ST
EL DORADO, AR 71730

G-4801-CI-200806695-000

JUDGE: GARY G. COOK

You have the right to seek legal counsel. If you cannot afford a lawyer, you may contact the Legal Services of Northwest Ohio. If you do not qualify for services by the Legal Services of Northwest Ohio and do not know an attorney you may contact the Toledo Bar Association's Lawyer Referral Service (419) 242-2000.

You have been named as a defendant in a Complaint filed in this Court by the plaintiff named below. A copy of the Complaint is attached to this Summons.

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff, if he has no attorney of record, a copy of an answer to the complaint, within twenty-eight (28) days after you receive this Summons, exclusive of the of the day of service. Your answer must be filed with the Clerk of Court of Common Pleas within three (3) days after the service of a copy of the Answer on the plaintiff's attorney.

If you fail to serve and file your Answer, judgment by default will be rendered against you for the relief demanded in the Complaint.

PLAINTIFF (S)
JONES HAMILTON CO
30354 TRACY ROAD
WALBRIDGE, OH 43465

ATTORNEY FOR PLAINTIFF(S)
ANASTASIA K HANSON
FOUR SEAGATE
STE 400
TOLEDO, OH 43604-2622

BERNIE QUILTER
CLERK OF COURTS

Date: September 11, 2008

By: _____
Deputy Clerk

IN THE Common Pleas COURT OF Lucas County, Ohio ~~ARKANSAS~~

FILED
LUCAS COUNTY
PLAINTIFF

Jones Hamilton Co

VS.

NO. G-4801-CI-200806695-000

B Sue Garrison

DEFENDANT

COMMON PLEAS COURT
BERNIE QUILTER
CLERK OF COURTS

RETURN AND AFFIDAVIT OF SERVICE

COMES NOW, Lon Chaney, and after first being duly sworn, deposes and says:

1. I am a duly appointed and qualified process server for the 13th Judicial District in the State of Arkansas, having been appointed by the Circuit Court; and

2. On the 15th day of September, 2008, at 12:30 o'clock A.M./P.M. (circle one), I have duly served a summons and complaint by delivering a copy thereof to the Defendant in the following manner (check applicable):

✓ the person named above as the defendant; or

____ by leaving a copy of the papers at the dwelling house or usual place of abode with some person residing therein who is at least 14 years of age, that person's name and relationship to the above named party being:

_____; or
Name and Relationship

____ the duly designated agent for service of process for the defendant, namely,

_____
Name and Title

Appointed Lon Chaney
Process Server

VERIFICATION

Subscribed and sworn to before me this 16 day of Sept., 2008.

Laura Ward
Notary Public

My Commission Expires: 7-4-10

LAURA WARD
MY COMM. EXP.
NOTARY
PUBLIC
JULY 4, 2010
UNION CO. ARKANSAS

Special Instructions for Server:_____

_____

RETURN OF SERVICE OF SUMMONS

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

Totals $_____

DATE:_____

(PERSONAL)

I received this summons on September 15 2008, at 10:30 a m. And made personal service upon Smelinda Garrison by tendering a copy of the summons and accompany documents on September 15 2008. 6:00 pm

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(RESIDENCE)

I received this summons on _____ 20____,at___m. And made service by leaving at their residence with _____
_____
a person of suitable age and discretion then residing therein, a copy of the summons and accompany documents on _____ 20____.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(FAILURE OF SERVICE)

I received this summons on _____ 20_____, at ___m. I was unable to serve a copy of the summons for the following reason
_____
_____

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

LUCAS COUNTY COMMON PLEAS COURT
CORNER ADAMS & ERIE STREETS
TOLEDO, OHIO 43604

FILED
LUCAS COUNTY

2008 SEP 23 P 1:35

COMMON PLEAS COURT
BERNIE QUILTER
CLERK OF COURTS

SUMMONS
CIVIL ACTION

S MELINDA GARRISON
1602 WEST BLOCK ST
EL DORADO, AR 71730

G-4801-CI-200806695-000

JUDGE: GARY G. COOK

You have the right to seek legal counsel. If you cannot afford a lawyer, you may contact the Legal Services of Northwest Ohio. If you do not qualify for services by the Legal Services of Northwest Ohio and do not know an attorney you may contact the Toledo Bar Association's Lawyer Referral Service (419) 242-2000.

You have been named as a defendant in a Complaint filed in this Court by the plaintiff named below. A copy of the Complaint is attached to this Summons.

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff, if he has no attorney of record, a copy of an answer to the complaint, within twenty-eight (28) days after you receive this Summons, exclusive of the of the day of service. Your answer must be filed with the Clerk of Court of Common Pleas within three (3) days after the service of a copy of the Answer on the plaintiff's attorney.

If you fail to serve and file your Answer, judgment by default will be rendered against you for the relief demanded in the Complaint.

PLAINTIFF (S)
JONES HAMILTON CO
30354 TRACY ROAD
WALBRIDGE, OH 43465

ATTORNEY FOR PLAINTIFF(S)
ANASTASIA K HANSON
FOUR SEAGATE
STE 400
TOLEDO, OH 43604-2622

BERNIE QUILTER
CLERK OF COURTS

Date: September 11, 2008

By: _____
Deputy Clerk

IN THE Common Pleas COURT OF Lucas County, Ohio ~~ARKANSAS~~

Jones Hamilton Co

FILED
LUCAS COUNTY

PLAINTIFF

VS.

NO. G-4801-CI-200806695-000

S Melinda Garrison

2008 SEP 23 P 4:55

COMMON PLEAS COURT
BERNIE QUILTER
CLERK OF COURTS

DEFENDANT

RETURN AND AFFIDAVIT OF SERVICE

COMES NOW, Lon Chaney, and after first being duly sworn, deposes and says:

1. I am a duly appointed and qualified process server for the 13th Judicial District in the State of Arkansas, having been appointed by the Circuit Court; and

2. On the 15th day of September, 2008, at 6:00 o'clock A.M./P.M. (circle one), I have duly served a summons and complaint by delivering a copy thereof to the Defendant in the following manner (check applicable):

✓ the person named above as the defendant; or

____ by leaving a copy of the papers at the dwelling house or usual place of abode with some person residing therein who is at least 14 years of age, that person's name and relationship to the above named party being:

_____; or
Name and Relationship

____ the duly designated agent for service of process for the defendant, namely,

_____
Name and Title

Lon Chaney
Appointed Process Server

VERIFICATION

Subscribed and sworn to before me this 16 day of Sept., 2008.

Laura Ward
Notary Public

LAURA WARD
MY COMM. EXP.
NOTARY PUBLIC
JULY 2010
UNION CO. ARKANSAS

My Commission Expires: 7-4-10

Special Instructions for Server:_____

_____

RETURN OF SERVICE OF SUMMONS

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

Totals $_____

DATE:_____

(PERSONAL)

I received this summons on September 15 2008, at 6:00 pm. And made personal service upon Jeffrey S. GARRISON by tendering a copy of the summons and accompany documents on September 15, 2008. 6:00pm.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(RESIDENCE)

I received this summons on _____ 20____,at___m. And made service by leaving at their residence with _____

_____

a person of suitable age and discretion then residing therein, a copy of the summons and accompany documents on _____ 20_____.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(FAILURE OF SERVICE)

I received this summons on _____ 20_____, at ___m. I was unable to serve a copy of the summons for the following reason

_____

_____

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

LUCAS COUNTY COMMON PLEAS COURT
CORNER ADAMS & ERIE STREETS
TOLEDO, OHIO 43604

LUCAS COUNTY
2008 SEP 23 P 1:35
COMMON PLEAS COURT
BERNIE QUILTER
CLERK OF COURTS

SUMMONS
CIVIL ACTION

JEFFREY S GARRISON
1602 WEST BLOCK ST
EL DORADO, AR 71730

G-4801-CI-200806695-000

JUDGE: GARY G. COOK

You have the right to seek legal counsel. If you cannot afford a lawyer, you may contact the Legal Services of Northwest Ohio. If you do not qualify for services by the Legal Services of Northwest Ohio and do not know an attorney you may contact the Toledo Bar Association's Lawyer Referral Service (419) 242-2000.

You have been named as a defendant in a Complaint filed in this Court by the plaintiff named below. A copy of the Complaint is attached to this Summons.

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff, if he has no attorney of record, a copy of an answer to the complaint, within twenty-eight (28) days after you receive this Summons, exclusive of the of the day of service. Your answer must be filed with the Clerk of Court of Common Pleas within three (3) days after the service of a copy of the Answer on the plaintiff's attorney.

If you fail to serve and file your Answer, judgment by default will be rendered against you for the relief demanded in the Complaint.

PLAINTIFF (S)
JONES HAMILTON CO
30354 TRACY ROAD
WALBRIDGE, OH 43465

ATTORNEY FOR PLAINTIFF(S)
ANASTASIA K HANSON
FOUR SEAGATE
STE 400
TOLEDO, OH 43604-2622

BERNIE QUILTER
CLERK OF COURTS

Date: September 11, 2008

By: _____
Deputy Clerk

IN THE Common Pleas COURT OF Lucas County, Ohio

FILED
LUCAS COUNTY

Jones Hamilton Co — PLAINTIFF

VS.

NO. G-4801-CI-200806695-000

Jeffrey S Garrison — DEFENDANT

COMMON PLEAS COURT
BERNIE QUILTER
CLERK OF COURTS

RETURN AND AFFIDAVIT OF SERVICE

COMES NOW, Lou Chaney, and after first being duly sworn, deposes and says:

1. I am a duly appointed and qualified process server for the 13th Judicial District in the State of Arkansas, having been appointed by the Circuit Court; and

2. On the 15th day of September, 2008, at 6:00 o'clock A.M./(P.M.) (circle one), I have duly served a summons and complaint by delivering a copy thereof to the Defendant in the following manner (check applicable):

✓ the person named above as the defendant; or

____ by leaving a copy of the papers at the dwelling house or usual place of abode with some person residing therein who is at least 14 years of age, that person's name and relationship to the above named party being:

_____; or
Name and Relationship

____ the duly designated agent for service of process for the defendant, namely,

_____
Name and Title

Appointed Process Server

VERIFICATION

Subscribed and sworn to before me this 16 day of Sept., 2008

Laura Ward
Notary Public

My Commission Expires: 7-4-10

LAURA WARD NOTARY PUBLIC UNION CO. ARKANSAS MY COMM. EXP. JULY 4, 2010

LUCAS COUNTY COMMON PLEAS COURT
CORNER ADAMS & ERIE STREETS
TOLEDO, OHIO 43604

FILED
LUCAS COUNTY
2008 SEP 23 P 1:35
COMMON PLEAS COURT
BERNIE QUILTER
CLERK OF COURTS

SUMMONS
CIVIL ACTION

JOHN L GARRISON
408 EAST 15TH ST
EL DORADO, AR 71730

G-4801-CI-200806695-000

JUDGE: GARY G. COOK

You have the right to seek legal counsel. If you cannot afford a lawyer, you may contact the Legal Services of Northwest Ohio. If you do not qualify for services by the Legal Services of Northwest Ohio and do not know an attorney you may contact the Toledo Bar Association's Lawyer Referral Service (419) 242-2000.

You have been named as a defendant in a Complaint filed in this Court by the plaintiff named below. A copy of the Complaint is attached to this Summons.

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff, if he has no attorney of record, a copy of an answer to the complaint, within twenty-eight (28) days after you receive this Summons, exclusive of the of the day of service. Your answer must be filed with the Clerk of Court of Common Pleas within three (3) days after the service of a copy of the Answer on the plaintiff's attorney.

If you fail to serve and file your Answer, judgment by default will be rendered against you for the relief demanded in the Complaint.

PLAINTIFF (S)
JONES HAMILTON CO
30354 TRACY ROAD
WALBRIDGE, OH 43465

ATTORNEY FOR PLAINTIFF(S)
ANASTASIA K HANSON
FOUR SEAGATE
STE 400
TOLEDO, OH 43604-2622

BERNIE QUILTER
CLERK OF COURTS

Date: September 11, 2008

By: _____
Deputy Clerk

Special Instructions for Server:_____

_____

RETURN OF SERVICE OF SUMMONS

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

Totals $_____

DATE:_____

(PERSONAL)

I received this summons on _____ 20____, at____m. And made personal service upon _____ by tendering a copy of the summons and accompany documents on _____ 20_____.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(RESIDENCE)

I received this summons on September 15 20 08, at 1030 A m. And made service by leaving at their residence with B Sue GARRISON _____ a person of suitable age and discretion then residing therein, a copy of the summons and accompany documents on September 15, 20 08. 12:30 pm

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(FAILURE OF SERVICE)

I received this summons on _____ 20_____, at ___m. I was unable to serve a copy of the summons for the following reason

_____

_____

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

IN THE Common Pleas COURT OF Lucas County, Ohio ~~ARKANSAS~~

Jones Hamilton Co — PLAINTIFF

VS.

John L. Garrison — DEFENDANT

FILED
LUCAS COUNTY
2008 SEP 23 P 3:59
NO. G-4801-CI-200896695-000
COMMON PLEAS COURT
BERNIE QUILTER
CLERK OF COURTS

RETURN AND AFFIDAVIT OF SERVICE

COMES NOW, Lon Chaney, and after first being duly sworn, deposes and says:

1. I am a duly appointed and qualified process server for the 13th Judicial District in the State of Arkansas, having been appointed by the Circuit Court; and

2. On the 15th day of September, 2008, at 12:30 o'clock A.M./P.M. (circle one), I have duly served a summons and complaint by delivering a copy thereof to the Defendant in the following manner (check applicable):

____ the person named above as the defendant; or

✓ by leaving a copy of the papers at the dwelling house or usual place of abode with some person residing therein who is at least 14 years of age, that person's name and relationship to the above named party being:

B. Sue Garrison - Wife ; or
Name and Relationship

____ the duly designated agent for service of process for the defendant, namely,

Name and Title

Appointed Process Server

VERIFICATION

Subscribed and sworn to before me this 16 day of Sept, 2008.

Laura Ward
Notary Public

LAURA WARD NOTARY PUBLIC MY COMM. EXP. JULY 4, 2010 ARKANSAS

My Commission Expires: 7-4-10

LUCAS COUNTY COMMON PLEAS COURT
CORNER ADAMS & ERIE STREETS
TOLEDO, OHIO 43604

SUMMONS
CIVIL ACTION

JOHN L GARRISON
408 EAST 15TH ST
EL DORADO, AR 71730

G-4801-CI-200806695-000

JUDGE: GARY G. COOK

You have the right to seek legal counsel. If you cannot afford a lawyer, you may contact the Legal Services of Northwest Ohio. If you do not qualify for services by the Legal Services of Northwest Ohio and do not know an attorney you may contact the Toledo Bar Association's Lawyer Referral Service (419) 242-2000.

You have been named as a defendant in a Complaint filed in this Court by the plaintiff named below. A copy of the Complaint is attached to this Summons.

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff, if he has no attorney of record, a copy of an answer to the complaint, within twenty-eight (28) days after you receive this Summons, exclusive of the of the day of service. Your answer must be filed with the Clerk of Court of Common Pleas within three (3) days after the service of a copy of the Answer on the plaintiff's attorney.

If you fail to serve and file your Answer, judgment by default will be rendered against you for the relief demanded in the Complaint.

PLAINTIFF (S)
JONES HAMILTON CO
30354 TRACY ROAD
WALBRIDGE, OH 43465

ATTORNEY FOR PLAINTIFF(S)
ANASTASIA K HANSON
FOUR SEAGATE
STE 400
TOLEDO, OH 43604-2622

BERNIE QUILTER
CLERK OF COURTS

Date: September 11, 2008

By: _____
Deputy Clerk

Special Instructions for Server:_____

_____

RETURN OF SERVICE OF SUMMONS

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

Totals $_____

DATE:_____

(PERSONAL)

I received this summons on _____ 20____, at____m. And made personal service upon _____ by tendering a copy of the summons and accompany documents on _____ 20_____.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(RESIDENCE)

I received this summons on September 15 20 08 at 1230 A m. And made service by leaving at their residence with B Sue Garrison _____ a person of suitable age and discretion then residing therein, a copy of the summons and accompany documents on September 15, 20 08. 12:30 pm

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(FAILURE OF SERVICE)

I received this summons on _____ 20_____, at ___m. I was unable to serve a copy of the summons for the following reason

_____

_____

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

IN THE COMMON PLEAS COURT OF LUCAS COUNTY OHIO

JONES HAMILTON CO — PLAINTIFF

VS. NO. G-4801-CI-200806695-000

JOHN L. GARRISON — DEFENDANT

RETURN AND AFFIDAVIT OF SERVICE

COMES NOW, LON CHANEY, and after first being duly sworn, deposes and says:

1. I am a duly appointed and qualified process server for the 13th Judicial District in the State of Arkansas, having been appointed by the Circuit Court; and

2. On the 15th day of September, 2008, at 12:30 o'clock A.M./P.M. (circle one), I have duly served a summons and complaint by delivering a copy thereof to the Defendant in the following manner (check applicable):

____ the person named above as the defendant; or

✓ by leaving a copy of the papers at the dwelling house or usual place of abode with some person residing therein who is at least 14 years of age, that person's name and relationship to the above named party being:

B. SUE GARRISON - WIFE ; or
Name and Relationship

____ the duly designated agent for service of process for the defendant, namely,

Name and Title

APPOINTED Process Server

VERIFICATION

Subscribed and sworn to before me this 16 day of Sept, 2008.

LAURA WARD NOTARY PUBLIC MY COMM EXP JUN 4 2010 PULASKI COUNTY ARKANSAS

Laura Ward
Notary Public

My Commission Expires: 7-4-10

LUCAS COUNTY COMMON PLEAS COURT
CORNER ADAMS & ERIE STREETS
TOLEDO, OHIO 43604

SUMMONS
CIVIL ACTION

S MELINDA GARRISON
1602 WEST BLOCK ST
EL DORADO, AR 71730

G-4801-CI-200806695-000

JUDGE: GARY G. COOK

You have the right to seek legal counsel. If you cannot afford a lawyer, you may contact the Legal Services of Northwest Ohio. If you do not qualify for services by the Legal Services of Northwest Ohio and do not know an attorney you may contact the Toledo Bar Association's Lawyer Referral Service (419) 242-2000.

You have been named as a defendant in a Complaint filed in this Court by the plaintiff named below. A copy of the Complaint is attached to this Summons.

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff, if he has no attorney of record, a copy of an answer to the complaint, within twenty-eight (28) days after you receive this Summons, exclusive of the of the day of service. Your answer must be filed with the Clerk of Court of Common Pleas within three (3) days after the service of a copy of the Answer on the plaintiff's attorney.

If you fail to serve and file your Answer, judgment by default will be rendered against you for the relief demanded in the Complaint.

PLAINTIFF (S)
JONES HAMILTON CO
30354 TRACY ROAD
WALBRIDGE, OH 43465

ATTORNEY FOR PLAINTIFF(S)
ANASTASIA K HANSON
FOUR SEAGATE
STE 400
TOLEDO, OH 43604-2622

BERNIE QUILTER
CLERK OF COURTS

Date: September 11, 2008

By: _____
Deputy Clerk

Special Instructions for Server:_____

_____

RETURN OF SERVICE OF SUMMONS

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

Totals $_____

DATE:_____

(PERSONAL)

I received this summons on September 15 20 08, at 10 a m. And made personal service upon SHEILA GARRISON by tendering a copy of the summons and accompany documents on September 15 20 08. 6:00 PM.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(RESIDENCE)

I received this summons on _____ 20____,at___m. And made service by leaving at their residence with _____

_____

a person of suitable age and discretion then residing therein, a copy of the summons and accompany documents on _____ 20____.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(FAILURE OF SERVICE)

I received this summons on _____ 20_____, at ___m. I was unable to serve a copy of the summons for the following reason

_____

_____

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

IN THE Common Pleas COURT OF Lucas County Ohio

Jones Hamilton Co — PLAINTIFF

VS.

NO. G-4801-CI-200806695-000

S Melinda Garrison — DEFENDANT

RETURN AND AFFIDAVIT OF SERVICE

COMES NOW, Lon Chaney, and after first being duly sworn, deposes and says:

1. I am a duly appointed and qualified process server for the 13th Judicial District in the State of Arkansas, having been appointed by the Circuit Court; and

2. On the 15th day of September, 2008, at 6:00 o'clock A.M./(P.M.) (circle one), I have duly served a summons and complaint by delivering a copy thereof to the Defendant in the following manner (check applicable):

✓ the person named above as the defendant; or

____ by leaving a copy of the papers at the dwelling house or usual place of abode with some person residing therein who is at least 14 years of age, that person's name and relationship to the above named party being:

_____; or
Name and Relationship

____ the duly designated agent for service of process for the defendant, namely,

_____
Name and Title

Appointed Process Server

VERIFICATION

Subscribed and sworn to before me this 16 day of Sept., 2008

Laura Ward
Notary Public

My Commission Expires: 7-4-10

NOTARY PUBLIC LAURA WARD MY COMM. EXP. JULY 4, 2010 PULASKI COUNTY ARKANSAS

LUCAS COUNTY COMMON PLEAS COURT
CORNER ADAMS & ERIE STREETS
TOLEDO, OHIO 43604

PROCESS SERVER

SUMMONS
CIVIL ACTION

JEFFREY S GARRISON
1602 WEST BLOCK ST
EL DORADO, AR 71730

G-4801-CI-200806695-000

JUDGE: GARY G. COOK

You have the right to seek legal counsel. If you cannot afford a lawyer, you may contact the Legal Services of Northwest Ohio. If you do not qualify for services by the Legal Services of Northwest Ohio and do not know an attorney you may contact the Toledo Bar Association's Lawyer Referral Service (419) 242-2000.

You have been named as a defendant in a Complaint filed in this Court by the plaintiff named below. A copy of the Complaint is attached to this Summons.

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff, if he has no attorney of record, a copy of an answer to the complaint, within twenty-eight (28) days after you receive this Summons, exclusive of the of the day of service. Your answer must be filed with the Clerk of Court of Common Pleas within three (3) days after the service of a copy of the Answer on the plaintiff's attorney.

If you fail to serve and file your Answer, judgment by default will be rendered against you for the relief demanded in the Complaint.

PLAINTIFF (S)
JONES HAMILTON CO
30354 TRACY ROAD
WALBRIDGE, OH 43465

ATTORNEY FOR PLAINTIFF(S)
ANASTASIA K HANSON
FOUR SEAGATE
STE 400
TOLEDO, OH 43604-2622

BERNIE QUILTER
CLERK OF COURTS

Date: September 11, 2008

By: _____
Deputy Clerk

Special Instructions for Server:_____

_____

RETURN OF SERVICE OF SUMMONS

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

Totals $_____

DATE:_____

(PERSONAL)

I received this summons on September 15 2008, at 6:30 A m. And made personal service upon Jeffrey S. GARRISON by tendering a copy of the summons and accompany documents on September 15, 2008. 6:00pm.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(RESIDENCE)

I received this summons on _____ 20____,at___m. And made service by leaving at their residence with _____

_____

a person of suitable age and discretion then residing therein, a copy of the summons and accompany documents on _____ 20_____.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(FAILURE OF SERVICE)

I received this summons on _____ 20_____, at ___m. I was unable to serve a copy of the summons for the following reason

_____

_____

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

IN THE Common Pleas COURT OF Lucas County, Ohio

Jones Hamilton Co — PLAINTIFF

VS. NO. G-4801-CI-200806695-000

Jeffrey S Garrison — DEFENDANT

RETURN AND AFFIDAVIT OF SERVICE

COMES NOW, Lon Chaney, and after first being duly sworn, deposes and says:

1. I am a duly appointed and qualified process server for the 13th Judicial District in the State of Arkansas, having been appointed by the Circuit Court; and

2. On the 15th day of September, 2008, at 6:20 o'clock A.M./(P.M.) (circle one), I have duly served a summons and complaint by delivering a copy thereof to the Defendant in the following manner (check applicable):

✓ the person named above as the defendant; or

____ by leaving a copy of the papers at the dwelling house or usual place of abode with some person residing therein who is at least 14 years of age, that person's name and relationship to the above named party being:

_____; or
Name and Relationship

____ the duly designated agent for service of process for the defendant, namely,

_____
Name and Title

Appointed Process Server

VERIFICATION

Subscribed and sworn to before me this 16 day of Sept. 2008

Laura Ward
Notary Public

My Commission Expires: 7-4-10

LAURA WARD NOTARY PUBLIC UNION CO. ARKANSAS MY COMM. EXP. JULY 4, 2010

LUCAS COUNTY COMMON PLEAS COURT
CORNER ADAMS & ERIE STREETS
TOLEDO, OHIO 43604

SUMMONS
CIVIL ACTION

B SUE GARRISON
408 EAST 15TH ST
EL DORADO, AR 71730

G-4801-CI-200806695-000

JUDGE: GARY G. COOK

You have the right to seek legal counsel. If you cannot afford a lawyer, you may contact the Legal Services of Northwest Ohio. If you do not qualify for services by the Legal Services of Northwest Ohio and do not know an attorney you may contact the Toledo Bar Association's Lawyer Referral Service (419) 242-2000.

You have been named as a defendant in a Complaint filed in this Court by the plaintiff named below. A copy of the Complaint is attached to this Summons.

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff, if he has no attorney of record, a copy of an answer to the complaint, within twenty-eight (28) days after you receive this Summons, exclusive of the of the day of service. Your answer must be filed with the Clerk of Court of Common Pleas within three (3) days after the service of a copy of the Answer on the plaintiff's attorney.

If you fail to serve and file your Answer, judgment by default will be rendered against you for the relief demanded in the Complaint.

PLAINTIFF (S)
JONES HAMILTON CO
30354 TRACY ROAD
WALBRIDGE, OH 43465

ATTORNEY FOR PLAINTIFF(S)
ANASTASIA K HANSON
FOUR SEAGATE
STE 400
TOLEDO, OH 43604-2622

BERNIE QUILTER
CLERK OF COURTS

Date: September 11, 2008

By: _____
Deputy Clerk

Special Instructions for Server:_____

_____

RETURN OF SERVICE OF SUMMONS

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

Totals $_____

DATE:_____

(PERSONAL)

I received this summons on September 15 20 08, at 10:30 a m. And made personal service upon B. Sue GARRISON by tendering a copy of the summons and accompany documents on September 15 20 08. 12:30 pm.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(RESIDENCE)

I received this summons on _____ 20____,at___m. And made service by leaving at their residence with _____

_____

a person of suitable age and discretion then residing therein, a copy of the summons and accompany documents on _____ 20____.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(FAILURE OF SERVICE)

I received this summons on _____ 20_____, at ___m. I was unable to serve a copy of the summons for the following reason

_____

_____

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

IN THE Common Pleas COURT OF Lucas County, Ohio

Jones Hamilton Co — PLAINTIFF

VS.

NO. G-4801-CI-200806695-000

B Sue Garrison — DEFENDANT

RETURN AND AFFIDAVIT OF SERVICE

COMES NOW, Lon Chaney, and after first being duly sworn, deposes and says:

1. I am a duly appointed and qualified process server for the 13th Judicial District in the State of Arkansas, having been appointed by the Circuit Court; and

2. On the 15th day of September, 2008, at 12:30 o'clock A.M. (PM) (circle one), I have duly served a summons and complaint by delivering a copy thereof to the Defendant in the following manner (check applicable):

✓ the person named above as the defendant; or

____ by leaving a copy of the papers at the dwelling house or usual place of abode with some person residing therein who is at least 14 years of age, that person's name and relationship to the above named party being:

_____; or
Name and Relationship

____ the duly designated agent for service of process for the defendant, namely,

_____.
Name and Title

Appointed Lon Chaney
Process Server

VERIFICATION

Subscribed and sworn to before me this 16 day of Sept., 2008.

Laura Ward
Notary Public

My Commission Expires: 7-4-10

LAURA WARD NOTARY PUBLIC MY COMM EXP JULY 4, 2010 ARKANSAS

IN THE Common Pleas COURT OF Lucas County OHIO

Jones Hamilton Co — PLAINTIFF

VS.

NO. G-4801-CI-200806695-000

John L. Garrison — DEFENDANT

RETURN AND AFFIDAVIT OF SERVICE

COMES NOW, Lon Chaney, and after first being duly sworn, deposes and says:

1. I am a duly appointed and qualified process server for the 13th Judicial District in the State of Arkansas, having been appointed by the Circuit Court; and

2. On the 15th day of September, 2008, at 12:30 o'clock A.M./P.M. (circle one), I have duly served a summons and complaint by delivering a copy thereof to the Defendant in the following manner (check applicable):

____ the person named above as the defendant; or

✓ by leaving a copy of the papers at the dwelling house or usual place of abode with some person residing therein who is at least 14 years of age, that person's name and relationship to the above named party being:

B. Sue Garrison - Wife ; or
Name and Relationship

____ the duly designated agent for service of process for the defendant, namely,

Name and Title

Appointed Process Server

VERIFICATION

Subscribed and sworn to before me this _____ day of _____, 20___.

Notary Public

My Commission Expires:_____

Special Instructions for Server:_____

_____

RETURN OF SERVICE OF SUMMONS

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

Totals $_____

DATE:_____

(PERSONAL)

I received this summons on _____ 20____, at____m. And made personal service upon _____ by tendering a copy of the summons and accompany documents on _____ 20_____.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(RESIDENCE)

I received this summons on September 15, 2008, at 1030 am m. And made service by leaving at their residence with B Sue GARRISON _____ a person of suitable age and discretion then residing therein, a copy of the summons and accompany documents on September 15, 2008.

12:30pm.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(FAILURE OF SERVICE)

I received this summons on _____ 20_____, at ___m. I was unable to serve a copy of the summons for the following reason _____ _____

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

IN THE Common Pleas COURT OF Lucas County, Ohio

Jones Hamilton Co — PLAINTIFF

VS.

NO. G-4801-CI-200806695-000

B Sue Garrison — DEFENDANT

RETURN AND AFFIDAVIT OF SERVICE

COMES NOW, Lon Chaney, and after first being duly sworn, deposes and says:

1. I am a duly appointed and qualified process server for the 13th Judicial District in the State of Arkansas, having been appointed by the Circuit Court; and

2. On the 15th day of September, 2008, at 12:30 o'clock A.M. (PM) (circle one), I have duly served a summons and complaint by delivering a copy thereof to the Defendant in the following manner (check applicable):

✓ the person named above as the defendant; or

____ by leaving a copy of the papers at the dwelling house or usual place of abode with some person residing therein who is at least 14 years of age, that person's name and relationship to the above named party being:

_____; or
Name and Relationship

____ the duly designated agent for service of process for the defendant, namely,

_____
Name and Title

Appointed Lon Chaney
Process Server

VERIFICATION

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:_____

Special Instructions for Server:_____

_____

RETURN OF SERVICE OF SUMMONS

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

Totals $_____

DATE:_____

(PERSONAL)

I received this summons on September 15 20 08, at 1030 am. And made personal service upon B Sue GARRISON by tendering a copy of the summons and accompany documents on September 15 20 08.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(RESIDENCE)

I received this summons on _____ 20____,at___m. And made service by leaving at their residence with _____

_____

a person of suitable age and discretion then residing therein, a copy of the summons and accompany documents on _____ 20_____.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(FAILURE OF SERVICE)

I received this summons on _____ 20_____, at ___m. I was unable to serve a copy of the summons for the following reason

_____

_____

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

IN THE Common Pleas COURT OF Lucas County Ohio

Jones Hamilton Co — PLAINTIFF

VS. NO. G-4801-CI-200806695-000

Jeffrey S Garrison — DEFENDANT

RETURN AND AFFIDAVIT OF SERVICE

COMES NOW, Lon Chaney, and after first being duly sworn, deposes and says:

1. I am a duly appointed and qualified process server for the 13th Judicial District in the State of Arkansas, having been appointed by the Circuit Court; and

2. On the 15th day of September, 2008, at 6:20 o'clock A.M./(P.M.) (circle one), I have duly served a summons and complaint by delivering a copy thereof to the Defendant in the following manner (check applicable):

✓ the person named above as the defendant; or

____ by leaving a copy of the papers at the dwelling house or usual place of abode with some person residing therein who is at least 14 years of age, that person's name and relationship to the above named party being:

_____; or
Name and Relationship

____ the duly designated agent for service of process for the defendant, namely,

_____
Name and Title

Appointed Process Server

VERIFICATION

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:_____

Special Instructions for Server:_____

_____

RETURN OF SERVICE OF SUMMONS

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

Totals $_____

DATE:_____

(PERSONAL)

I received this summons on September 15 2008, at 6:00 P.M. And made personal service upon Jeffrey S. GARRISON by tendering a copy of the summons and accompany documents on September 15, 2008. 6:00 p.m.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(RESIDENCE)

I received this summons on _____ 20____,at___m. And made service by leaving at their residence with _____ _____ a person of suitable age and discretion then residing therein, a copy of the summons and accompany documents on _____ 20____.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(FAILURE OF SERVICE)

I received this summons on _____ 20_____, at ___m. I was unable to serve a copy of the summons for the following reason _____ _____

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

IN THE Common Pleas COURT OF Lucas County Ohio

Jones Hamilton Co PLAINTIFF

VS. NO. G-4801-CI-200806695-000

S Melinda Garrison DEFENDANT

RETURN AND AFFIDAVIT OF SERVICE

COMES NOW, Lon Chaney, and after first being duly sworn, deposes and says:

1. I am a duly appointed and qualified process server for the 13th Judicial District in the State of Arkansas, having been appointed by the Circuit Court; and

2. On the 15th day of September, 2008, at 6:00 o'clock A.M./(P.M.) (circle one), I have duly served a summons and complaint by delivering a copy thereof to the Defendant in the following manner (check applicable):

✓ the person named above as the defendant; or

____ by leaving a copy of the papers at the dwelling house or usual place of abode with some person residing therein who is at least 14 years of age, that person's name and relationship to the above named party being:

_____; or
Name and Relationship

____ the duly designated agent for service of process for the defendant, namely,

_____
Name and Title

Appointed Process Server

VERIFICATION

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:_____

Special Instructions for Server:_____

_____

RETURN OF SERVICE OF SUMMONS

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

Totals $_____

DATE:_____

(PERSONAL)

I received this summons on September 15 20 08, at 10:36 m. And made personal service upon Smelinda Garrison by tendering a copy of the summons and accompany documents on September 15 20 08. 6:00 p.m.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(RESIDENCE)

I received this summons on _____ 20____,at___m. And made service by leaving at their residence with _____ _____ a person of suitable age and discretion then residing therein, a copy of the summons and accompany documents on _____ 20____.

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FEES

Service $_____
Milage _____
Copy _____
Docket _____
Return _____

TOTALS $_____

DATE:_____

(FAILURE OF SERVICE)

I received this summons on _____ 20_____, at ___m. I was unable to serve a copy of the summons for the following reason _____ _____

JAMES A TELB, SHERIFF
by_____
Deputy Clerk

FILED
LUCAS COUNTY

2008 SEP 12 A 11:42

COMMON PLEAS COURT
BERNIE QUILTER
CLERK OF COURTS

IN THE LUCAS COUNTY COMMON PLEAS COURT

JONES-HAMILTON CO.	)	Case No. CI0200806695
Plaintiff,	)	JUDGE GARY L. COOK
vs.	)	**PRAECIPE FOR SERVICE BY COURT APPOINTED PROCESS SERVER**
~~**JOHN L. GARRISON, et al.,**~~	)	
Defendant.	)	Anastasia K. Hanson, Esq. (0072289) Richard E. Wolff, Esq. (0014271) SPENGLER NATHANSON P.L.L. Four SeaGate, Suite 400 Toledo, OH 43604-2262 Telephone: (419) 252-6250 Telecopier: (419) 241-8599 Attorneys for Plaintiff

* * * * * * * *

TO THE CLERK:

Please issue service of the Summons and Complaint to be served by a designated agent of the court appointed process server, L.C. Process Service upon the following:

JOHN L. GARRISON
408 East 15th St.
El Dorado, Arkansas 71730

B. SUE GARRISON
408 East 15th St.
El Dorado, Arkansas 71730

JEFFREY S. GARRISON
1602 West Block St.
El Dorado, Arkansas 71730

S. MELINDA GARRISON
1602 West Block St.
El Dorado, Arkansas 71730

Respectfully submitted,

SPENGLER NATHANSON P.L.L.

By: _____
Anastasia K. Hanson, Esq.
Richard E. Wolff, Esq.

Attorneys for Plaintiff

FILED
LUCAS COUNTY
2008 SEP 11 A 10:04
COMMON PLEAS COURT
BERNIE QUILTER
CLERK OF COURTS

IN THE LUCAS COUNTY COMMON PLEAS COURT

JONES-HAMILTON CO.	)	Case No.
Plaintiff,	)	JUDGE CI-2008-06695
vs.	)	**ORDER**
JOHN L. GARRISON, et al.,	)	Assigned to Judge Gary Cook
Defendant.	)	

****

This date this cause came on to be heard upon the motion of Plaintiff for an order appointing a designated agent of L.C. Process Service, as Process Server of the Summons, Complaint and Military Affidavit filed herein; and it appears to the Court that said motion will expedite and facilitate the service of process; and the Court being fully advised in the premises;

IT IS ORDERED that a designated agent of L.C. Process Service be appointed as Process Server of the Summons, Complaint and Military Affidavit with regard to the above-captioned action.

JUDGE

Prepared by:
Anastasia K. Hanson, Esq. (0072289)
Richard E. Wolff, Esq. (0014271)
SPENGLER NATHANSON P.L.L.
Four SeaGate, Suite 400
Toledo, OH 43604-2622
Telephone: (419) 252-6250
Telecopier: (419) 241-8599

Attorneys for Plaintiff

M:\mkern\S-MEK\COLLECTIONS\09655-1 Jones-Hamilton\I8A Process Server.MOT.doc

FILED
LUCAS COUNTY
2009 SEP 11 A 8:51
COMMON PLEAS COURT
BERNIE CULTER
CLERK OF COURTS

IN THE LUCAS COUNTY COMMON PLEAS COURT

JONES-HAMILTON CO.	)	Case No. CI 2009 09695
Plaintiff,	)	JUDGE
vs.	)	**MOTION FOR APPOINTMENT OF PROCESS SERVER**
JOHN L. GARRISON, et al.,	)	
Defendant.	)	Anastasia K. Hanson, Esq. (0072289) Richard E. Wolff, Esq. (0014271) SPENGLER NATHANSON P.L.L. Four SeaGate, Suite 400 Toledo, OH 43604-2263 Telephone: (419) 252-6250 Telecopier: (419) 241-8599
	)	Attorneys for Plaintiff

Assigned to Judge Gary Cook

* * * * * * * * *

Now comes Plaintiff Jones-Hamilton Co., by and through counsel, and moves this Court for the appointment of a designated agent of L.C. Process Service, as Process Server of the Summons, Complaint and Military Affidavit filed in the within action; Plaintiff requests that a designated agent of L.C. Process Service be appointed as Process Server of the aforesaid Summons, Complaint and Military Affidavit in order to expedite and facilitate service.

Respectfully submitted,

SPENGLER NATHANSON P.L.L.

By: _____
Anastasia K. Hanson, Esq.
Richard E. Wolff, Esq.

Attorneys for Plaintiff

M:\mkern\S-MEK\COLLECTIONS\09655-1 Jones-Hamilton\I8A Process Server.MOT.doc

FILED
LUCAS COUNTY
2008 [illegible] 11 A 9:51
COMMON PLEAS COURT
BERNIE QUILTER
CLERK OF COURTS

IN THE LUCAS COUNTY COMMON PLEAS COURT

C102008006695

JONES-HAMILTON CO. 30354 Tracy Road Walbridge, OH 43465	)	Case No.
	)	JUDGE Assigned to Judge Gary Cook
Plaintiff,	)	**COMPLAINT AND MILITARY AFFIDAVIT**
vs.	)	Anastasia K. Hanson, Esq. (0072289) Richard E. Wolff, Esq. (0014271) SPENGLER NATHANSON P.L.L. Four SeaGate, Suite 400 Toledo, OH 43604-2262 Telephone: (419) 252-6250 Telecopier: (419) 241-8599
JOHN L. GARRISON 408 East 15th St. El Dorado, Arkansas 71730	)	
and	)	
B. SUE GARRISON 408 East 15th St. El Dorado, Arkansas 71730	)	Attorneys for Plaintiff
and	)	
JEFFREY S. GARRISON 1602 West Block St. El Dorado, Arkansas 71730	)	
and	)	
S. MELINDA GARRISON 1602 West Block St. El Dorado, Arkansas 71730	)	
Defendants.	)	
	)	

* * * * * * * *

Plaintiff, Jones-Hamilton Co., by and through its attorneys, states and avers for its Complaint as follows:

FIRST CLAIM FOR RELIEF

(FACTS RELEVANT TO ALL CLAIMS)

1. Jones-Hamilton Co., hereinafter "Plaintiff," is a corporation organized and existing under the laws of the State of Ohio, with its principal place of business in Walbridge, Wood County, Ohio.

2. Defendant John L. Garrison is an individual residing in El Dorado, Arkansas.

3. Defendant B. Sue Garrison is an individual residing in El Dorado, Arkansas.

4. Defendant Jeffrey S. Garrison is an individual residing in El Dorado, Arkansas.

5. Defendant S. Melinda Garrison is an individual residing in El Dorado, Arkansas.

6. Jurisdiction and venue are proper in this lawsuit as Defendants have each executed written instruments, further described below, setting forth that the state and federal courts in the county and state where Plaintiff's principal place of business is located or any other Court in which Plaintiff initiates proceedings will have exclusive jurisdiction over all matters arising out of the those instruments.

7. On or about December 19, 2006, Norphlet Chemical Co., an Arkansas corporation, for value received, executed and delivered to Plaintiff, an Amended and Restated Draw Note ("Note1"), whereby it promised to pay to Plaintiff the principal amount of Four Million and 00/100 Dollars ($4,000,000.00), plus interest at the then effective Prime Rate per annum on or before February 1, 2007. A true and accurate copy of the subject Note1 is attached hereto as Exhibit "A" and made a part hereof.

8. On or about April 9, 2007, Norphlet, for value received, executed and delivered to Plaintiff, a Draw/Term Note ("Note2"), whereby it promised to pay to Plaintiff the principal amount of Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000.00), plus interest at the then effective Prime Rate per annum on or before June 30, 2007. A true

and accurate copy of the subject Note2 is attached hereto as Exhibit "B" and made a part hereof.

9. Between December 28, 2007 and August 21, 2008, Norphlet, for value received, executed and delivered to Plaintiff twenty-six (26) separate Notes ("Notes3"), whereby it promised to pay to Plaintiff the principal amount of Three Million Six Hundred Ten Thousand and 00/100 Dollars ($3,610,000.00), plus interest at the rate specified on each note per annum, on or before their respective due dates which were ten (10) days from the date of issuance of each of the Notes3 but not later than September 1, 2008. A true and accurate copy of the subject Notes3 is attached hereto as Composite Exhibit "C" and made a part hereof.

10. At all times material hereto, Norphlet has failed to make any payment on Note1, Note2, and Notes3 and all of the said notes are in default and the full amount of each is due and owing.

11. Norphlet is in default of the obligations set forth in said Note1 and there is now due the Plaintiff on Note 1 the principal amount of Four Million and 00/100 Dollars ($4,000,000.00), plus interest of Five Hundred Eighteen Thousand Two Hundred Sixty-Five and 10/100 Dollars ($518,265.10), plus interest at the effective Prime Rate per annum from September 1, 2008 to the date of payment, plus all costs of collection, including Plaintiff's attorneys fees and court costs, as stated within the subject Note1. See the Statement of Account attached hereto as Exhibit "D."

12. Norphlet is in default of the obligations set forth in said Note2 and there is now due the Plaintiff on Note2 the principal amount of Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000.00), plus interest of Two Hundred Fifteen Thousand Four Hundred Eighty-Seven and 92/100 Dollars ($215,487.92), plus interest at the effective Prime Rate per annum from September 1, 2008 to the date of payment, plus all costs of collection, including Plaintiff's attorneys fees, and court costs as stated within the subject Note2. See the Statement of Account attached hereto as Exhibit "E."

13. Norphlet is in default of the obligations set forth in said Notes3 and there is now due the Plaintiff the principal amount of Three Million Six Hundred Ten Thousand and 00/100 Dollars ($3,610,000.00), plus interest of One Hundred Four Thousand Twenty and 55/100 Dollars ($104,020.55), plus penalty fees in the sum of Nine Hundred Forty-Five Thousand and 00/100 Dollars ($945,000.00), plus interest at the rate specified on each note per annum from September 1, 2008 to the date of payment plus all costs of collection, including Plaintiff's attorneys fees and court costs, as stated within the subject Notes3. See the Statement of Account attached hereto as Exhibit "F."

SECOND CLAIM FOR RELIEF

(CLAIMS AGAINST JOHN L. AND B. SUE GARRISON)

14. Plaintiff hereto incorporates the foregoing paragraphs 1 through 13 so as to be accorded the same effect as if fully restated herein.

15. On or about December 19, 2006, Defendants, John L. and B. Sue Garrison, husband and wife, ("Defendants John L. and B. Sue Garrison") executed an Unlimited Payment Guaranty of all obligations of Norphlet. Defendants John L. and B. Sue Garrison have guaranteed the payment of all obligations owed by Norphlet to Plaintiff, and have waived presentment, demand, protest, notice of nonpayment and notice of dishonor in their Guaranty. A true and accurate copy of the Unlimited Payment Guaranty is attached hereto as Exhibit "G" and made a part hereof.

16. Said Guaranty contained a provision providing that the state and federal courts in the county and state where Plaintiff's principal place of business is located or any other Court in which Plaintiff initiates proceedings will have exclusive jurisdiction over all matters arising out of the Guaranty. See Ex. "G," sec. 6(h).

17. Norphlet is in default of its account with Plaintiff and there is now due and owing Plaintiff the sums set forth in paragraphs eleven, twelve, and thirteen, above.

18. Pursuant to the Guaranty of Payment, Defendants John L. and B. Sue Garrison owe to Plaintiff the sums set forth in paragraphs eleven, twelve and thirteen above,

totaling Ten Million One Hundred and Ten Thousand and 00/100 Dollars ($10,110,000.00) in principal, plus Eight Hundred Thirty-Seven Thousand Seven Hundred Seventy-Three and 57/100 Dollars ($837,773.57) in interest, plus Nine Hundred Forty-Five Thousand and 00/100 Dollars ($945,000.00) in penalty fees, plus all interest due and owing on each note from September 8, 2008 to the date of payment, plus Plaintiff's attorney's fees and court costs.

THIRD CLAIM FOR RELIEF

(CLAIMS AGAINST JEFFREY S. AND S. MELINDA GARRISON)

19. Plaintiff hereby incorporates the foregoing paragraphs 1 through 18 so as to be accorded the same effect as if fully restated herein.

20. On or about December 19, 2006, Defendants, Jeffrey S. and S. Melinda Garrison, husband and wife, ("Defendants Jeffrey S. and S. Melinda Garrison") executed an Unlimited Payment Guaranty of all obligations of Norphlet. Defendants Jeffrey S. and S. Melinda Garrison have guaranteed the payment of all obligations owed by Norphlet to Plaintiff, and have waived presentment, demand, protest, notice of nonpayment and notice of dishonor in their Guaranty. A true and accurate copy of the Guaranty is attached hereto as Exhibit "H" and made part hereof.

21. Said Guaranty contained a provision providing that the state and federal courts in the county and state where Plaintiff's principal place of business is located or any other Court in which Plaintiff initiates proceedings will have exclusive jurisdiction over all matters arising out of the Guaranty. See Ex. "H," sec. 6(h).

22. Norphlet is in default of its account with Plaintiff and there is now due and owing the Plaintiff the sums set forth in paragraphs eleven, twelve and thirteen above.

23. Pursuant to the Guaranty of Payment, Defendants Jeffrey S. and S. Melinda Garrison owe to Plaintiff the sums set forth in paragraphs eleven, twelve, and thirteen, above, totaling Ten Million One Hundred and Ten Thousand and 00/100 Dollars ($10,110,000.00) in principal, plus Eight Hundred Thirty-Seven Thousand Seven Hundred Seventy-Three and 57/100 Dollars ($837,773.57) in interest, plus Nine Hundred Forty-Five

Thousand and 00/100 Dollars ($945,000.00) in penalty fees, plus all interest due and owing on each note from September 8, 2008 to the date of payment, plus Plaintiff's attorney's fees and court costs.

WHEREFORE, Plaintiff, Jones-Hamilton Co., demands judgment against Defendants John L. Garrison, B. Sue Garrison, Jeffrey S. Garrison and S. Melinda Garrison, jointly and severally, in the following amounts:

1. On Note1 in the sum of Four Million and 00/100 Dollars ($4,000,000.00), plus interest of Five Hundred Eighteen Thousand Two Hundred Sixty-Five and 10/100 Dollars ($518,265.10), plus interest at the effective Prime Rate per annum from September 1, 2008 to the date of payment, plus all costs of collection, including Plaintiff's attorneys fees and court costs, as stated within the subject Note1;

2. On Note2 in the sum of Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000.00), plus interest of Two Hundred Fifteen Thousand Four Hundred Eighty-Seven and 92/100 Dollars ($215,487.92), plus interest at the effective Prime Rate per annum from September 1, 2008 to the date of payment, plus all costs of collection, including Plaintiff's attorneys fees and court costs, as stated within the subject Note2;

3. On Notes3 in the sum of Three Million Six Hundred Ten Thousand and 00/100 Dollars ($3,610,000.00), plus interest of One Hundred Four Thousand Twenty and 55/100 Dollars ($104,020.55), plus penalty fees in the sum of Nine Hundred Forty-Five Thousand and 00/100 Dollars ($945,000.00), plus interest at the rate specified on each note per annum from September 1, 2008 to the date of payment, plus all costs of collection, including Plaintiff's attorneys fees and court costs, as stated within the subject Notes3;

Plus any further relief in law and equity to which Plaintiff is entitled.

Respectfully submitted,

SPENGLER NATHANSON P.L.L.

By: _____
Anastasia K. Hanson, Esq.
Richard E. Wolff, Esq.
Four SeaGate, Suite 400
Toledo, Ohio 43604-2622
(419) 252-6250

Attorneys for Plaintiff

MILITARY AFFIDAVIT

STATE OF OHIO)
)**SS**
COUNTY OF LUCAS)

Anastasia K. Hanson, being sworn, says that she is the attorney for Plaintiff and that this action is brought upon written instruments for the payment of money now in her possession, that Defendants John L. Garrison, B. Sue Garrison, Jeffrey S. Garrison and S. Melinda Garrison are not in the military service of the United States of America to the best of her knowledge and belief and that the statements contained in the foregoing Complaint are true as she verily believes; and Plaintiff states that to the best of her knowledge the above captioned address for each Defendant is correct.

_____
Anastasia K. Hanson

Executed before me on the 10th day of September, 2008 by Anastasia K. Hanson, who represented to me to be said person.

_____
Notary Public

NOTARY PUBLIC STATE OF OHIO

MARTHA E. KERN
Notary Public, State of Ohio
My Commission Expires 11-20-10

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EXHIBIT
tabbies
A

AMENDED AND RESTATED
DRAW NOTE

$4,000,000.00

December 19, 2006

On or before the Due Date below, **NORPHLET CHEMICAL, INC.**, an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Four Million and 00/100 Dollars ($4,000,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein, less such amounts as shall have been repaid in accordance with this note. The outstanding balance of this note will appear on a supplemental Lender record and is not necessarily the face amount of this note. Such record shall be conclusive as to the balance due of this note at any time.

The principal sum outstanding shall bear interest initially at a floating rate equal to the prime rate announced by Fifth Third Bank, an Ohio banking corporation, from time to time. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Prior to the Due Date, Lender will lend to the undersigned such amounts as may from time to time be requested by the undersigned provided that (a) the principal amount borrowed shall not at any time exceed the Borrowing (b) no Event of Default as defined herein shall exist, and (c) amounts advanced and repaid may not be reborrowed hereunder.

Interest only payments will accrue on a daily basis beginning with the first advance and continue until the day preceding the first day the undersigned produces hydrochloric acid (the "Production Date") at its Norphlet facility. Interest payments, in cash, will begin ninety days from the Production Date. Payments will be made in three equal installments. The second payment will occur at one hundred twenty days and the third and final payment will occur at day one hundred fifty from the Production Date. Thereafter, the principal balance shall be paid in hydrochloric acid shipments as provided in the Loan/Sale Agreement dated August 31, 2006, as amended, between the undersigned and Lender (the "Loan Agreement"). Provided, however, the entire amount of unpaid principal and accrued interest hereunder shall be immediately due and payable in full in cash if (a) the Production Date does not occur by February 1, 2007, or (b) the undersigned ceases to ship hydrochloric acid to Lender prior to payment of this Note in full.

Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

To secure repayment of this note and all modifications, extensions and renewals thereof, and all other Obligations (as herein defined) of the undersigned to JH, the undersigned is granting JH a lease/option on the portion of the undersigned's Norphlet, Arkansas facility on which its hydrochloric acid tanks and associated rail infrastructure are located. Unlimited Payment Guaranties of John L. Garrison, B. Sue Garrison, Jeffrey Garrison and S. Melinda Garrison shall also secure repayment of this Note.

The Obligations secured by the Collateral (herein, "Obligations") shall include this note and each and every liability of the undersigned jointly or severally to Lender however created, direct or contingent, due or to become due, whether now existing or hereafter arising, participated in whole or in part, created by trust agreement, lease, overdraft, agreement, or otherwise, in any manner by the undersigned.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein or in any of the Loan Documents is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest on any Obligation when due and payable, by acceleration or otherwise; or

(c) Norphlet fails to observe or perform any other covenant, condition or agreement herein or in any other Loan Document and the failure or inability of Norphlet to cure such default within 30 days of written notice from JH thereof, provided that such 30 day grace period will not apply to (i) a breach of any covenant which in JH's good faith judgment is incapable of cure, (ii) any failure to maintain insurance or permit inspection of the Collateral or of the books and records of Norphlet, or (iii) any breach of any covenant which has already occurred; or

(d) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(e) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(f) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(g) the death or bankruptcy of any Guarantor; or

(h) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any of the Collateral or any property securing the repayment of the Obligation; or

(i) the validity or effectiveness of any of the Loan Documents or its transfer, grant, pledge, mortgage, or assignment by the party executing such Loan Document is impaired; (ii) any party executing any of the Loan Documents asserts that any of such Loan Documents is not a legal, valid and binding obligation of the party thereto enforceable in accordance with its terms; or (iii) any Loan Document is amended, hypothecated, subordinated, terminated or discharged, or if any person is released from any of its covenants or obligations under any of the Loan Documents except as permitted by JH in writing; or

(j) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans; or

(k) the loss, theft or substantial damage to the Collateral or any property securing the repayment of the Obligation if the result of such occurrence will be, in JH's reasonable judgment, the failure or inability of Norphlet to continue substantially normal operation of its business within thirty (30) days of the date of such occurrence; or

(l) Failure of the Norphlet Facility to produce hydrochloric acid ("HCL") by February 1, 2007.

Upon the occurrence of an Event of Default herein described JH may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

Notwithstanding any other legal or equitable rights of JH, JH, in the Event of Default, is (a) hereby irrevocably appointed and constituted attorney-in-fact, with full power of substitution, to exercise all rights of ownership with respect to Collateral including, but not limited to, the right to collect all income of other distributions arising therefrom and to exercise all voting rights connected with Collateral; and (b) is hereby given full power to collect, sell, assign, transfer and deliver all of said Collateral or any part thereof, or any substitutes therefor, or any additions thereto, through any private or public sale without either demand or

notice to the undersigned, or any advertisement, the same being hereby expressly waived, at which sale JH is authorized to purchase said property or any part thereof, free from any right of redemption on the part of the undersigned, which is hereby expressly waived and released. In case of sale for any cause, after deducting all costs and expenses of every kind, JH may apply, as it shall deem proper, the residue of the proceeds of such sale toward the payment of any one or more or all of the Obligations of the undersigned, whether due or not due, to JH; after such application and the return of any surplus, the undersigned agrees to be and remains liable to JH for any and every deficiency after application as aforesaid upon this and any other Obligation. The undersigned shall pay all costs of collection incurred by JH, including its attorney's fees, if this note is referred to an attorney for collection, whether or not payment is obtained before entry of judgment, which costs and fees are Obligations secured by the Collateral.

AMENDMENT AND RESTATEMENT: This Note is an amendment and restatement of the $3,000,000.00 Draw Note dated August 31, 2006, executed by Norphlet in favor of JH, and the perfection and priority of security interests in connection therewith shall remain in full force and effect.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of the JH to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

DEFINITIONS: Any capitalized terms not otherwise defined herein shall be defined as in the Loan Agreement.

The declaration of invalidity of any provision of this note shall not effect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
CEO

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EXHIBIT
tabbies
B

DRAW/TERM NOTE

$2,000,000.00 April 9, 2007

On or before the Due Date below, **NORPHLET CHEMICAL, INC.,** an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Two Million and 00/100 Dollars ($2,000,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein, less such amounts as shall have been repaid in accordance with this note. The outstanding balance of this note will appear on a supplemental Lender record and is not necessarily the face amount of this note. Such record shall be conclusive as to the balance due of this note at any time.

The principal sum outstanding shall bear interest initially at a floating rate equal to the prime rate announced by Fifth Third Bank, an Ohio banking corporation, from time to time (the "Prime Rate"). Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

~~Prior to the Due Date, Lender will lend to the undersigned such amounts as may from time~~ to time be requested by the undersigned provided that (a) the principal amount borrowed shall not at any time exceed the Borrowing (b) no Event of Default as defined herein shall exist, and (c) amounts advanced and repaid may not be reborrowed hereunder.

~~Interest only payments will accrue on a daily basis beginning with the first advance and continue until~~ one hundred fifty (150) days after the first day the undersigned produces hydrochloric acid (the "Production Date") at its Norphlet facility. All interest so accrued shall be due and payable to Lender on the one hundred eightieth (180th) day after the Production Date.

Beginning on the two hundred tenth (210th) day after the Production Date, at which time interest at the Prime Rate shall resume, and continuing on the same date of each month thereafter, Norphlet shall pay JH thirty-six (36) installments of principal and interest in advance, based on a three (3) year amortization, so that the entire principal and interest due hereunder is paid in full as of the Maturity Date.

As used herein, the term "Loan Documents" shall include this Note, any other note issued by Norphlet in favor of JH, any documents guaranteeing or securing any of the foregoing notes, the Loan/Sales Agreement between the parties, and the Sales and Distribution Agreement between the parties, and any amendments, restatements and/or extensions thereof.

As used herein, the term "Obligations" shall include this Note, any and all other notes issues by Norphlet in favor of JH, and each and every liability of the undersigned to Lender, jointly or severally, however created, direct or contingent, due or to become due, whether now existing or hereafter arising, participated in whole or in part, created by trust agreement, lease, overdraft, agreement, or otherwise, in any manner by the undersigned.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein or in any of the Loan Documents is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest on this Note or on any other Obligation when due and payable, by acceleration or otherwise; or

(c) Norphlet fails to observe or perform any other covenant, condition or agreement herein or in any other Loan Document and the failure or inability of Norphlet to cure such default

within 30 days of written notice from JH thereof, provided that such 30 day grace period will not apply to (i) a breach of any covenant which in JH's good faith judgment is incapable of cure, (ii) any failure to maintain insurance or permit inspection of the books and records of Norphlet, or (iii) any breach of any covenant which has already occurred; or

(d) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(e) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(f) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(g) the death or bankruptcy of any guarantor; or

(h) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property owned by Norphlet; or

(i) the validity or effectiveness of any of the Loan Documents or its transfer, grant, pledge, mortgage, or assignment by the party executing such Loan Document is impaired; (ii) any party executing any of the Loan Documents asserts that any of such Loan Documents is not a legal, valid and binding obligation of the party thereto enforceable in accordance with its terms; or (iii) any Loan Document is amended, hypothecated, subordinated, terminated or discharged, or if any person is released from any of its covenants or obligations under any of the Loan Documents except as permitted by JH in writing; or

(j) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans; or

(k) the loss, theft or substantial damage to any property of Norphlet if the result of such occurrence will be, in JH's reasonable judgment, the failure or inability of Norphlet to continue substantially normal operation of its business within thirty (30) days of the date of such occurrence; or

(l) Failure of the Norphlet Facility to produce hydrochloric acid ("HCL") per JH specifications by June 30, 2007.

Upon the occurrence of an Event of Default herein described JH may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

PRIORITY: This Note shall be senior to all notes issued by Norphlet to its shareholders, who shall be required to sign a subordination agreement.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of the JH to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

DEFINITIONS: Any capitalized terms not otherwise defined herein shall be defined as in the Loan Agreement.

The declaration of invalidity of any provision of this note shall not effect any part of the remainder of the provisions.

DUE DATE:
Three (3) years after the two hundred tenth (210th) day after the Production Date.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: John L. Jones
CEO

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AMENDMENT TO DRAW/TERM NOTE

This Amendment to Draw/Term Note, dated October 25, 2007, is by and between Norphlet Chemical, Inc., an Arkansas corporation ("Norphlet"), and Jones-Hamilton Co., an Ohio corporation ("JH").

Norphlet executed a Two Million Dollar ($2,000,000.00) Draw/Term Note dated April 9, 2007 in favor of JH. For valuable consideration granted by JH to Norphlet, the parties agree that the principal amount of the Note is hereby increased to Two Million Five Hundred Thousand Dollars ($2,500,000.00). All terms of the Note shall continue in full force and effect as amended herein.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
John L. Garrison, CEO

JONES-HAMILTON CO.,
an Ohio corporation

By: _____

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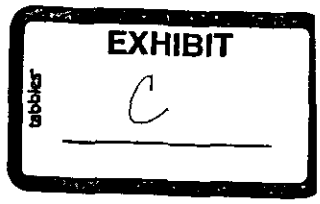

NOTE

$135,000.00 December 28, 2007

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Thirty-five Thousand and 00/100 Dollars ($135,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight per cent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this note. Norphlet agrees that any other funding received by Norphlet shall be paid to JH in priority above any other payments. If such funding is received before the end of the ten days, the principal and interest shall be paid on that date.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of the JH to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not effect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
Chief Executive Officer

_____
Chief Financial Officer

NOTE

$60,000.00 January11, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Sixty Thousand and 00/100 Dollars ($60,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(I) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
John L. Garrison, Chief Executive Officer

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$82,350.00 January 22, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Eighty-Two Thousand Three Hundred Fifty and 00/100 Dollars ($82,350.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$118,704.00 January 25, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Eighteen Thousand Seven Hundred Four and 00/100 Dollars ($118,704.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$340,000.00 January 30, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Three Hundred Forty Thousand and 00/100 Dollars ($340,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$60,000.00 January 31, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Sixty Thousand and 00/100 Dollars ($60,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$41,500.00 February 7, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Forty One Thousand Five Hundred and 00/100 Dollars ($41,500.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$105,000.00 February 14, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Five Thousand and 00/100 Dollars ($105,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$85,000.00 February 19, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Eighty Five Thousand and 00/100 Dollars ($85,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$115,000.00 February 26, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Fifteen Thousand and 00/100 Dollars ($115,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$60,000.00

March 3, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Sixty Thousand and 00/100 Dollars ($60,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$147,000.00 March 13, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Forty Seven Thousand and 00/100 Dollars ($147,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$100,000.00 March 25, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: David W. Henry
David W. Henry, Chief Financial Officer

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NOTE

$55,000.00 April 2, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Fifty Five Thousand and 00/100 Dollars ($55,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$30,000.00 April 9, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Thirty Thousand and 00/100 Dollars ($30,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$205,000.00 April 14, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Two Hundred Five Thousand and 00/100 Dollars ($205,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$301,000.00 April 23, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Three Hundred One Thousand and 00/100 Dollars ($301,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$80,000.00 May 1, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Eighty Thousand and 00/100 Dollars ($80,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:

~~This note, and all other Obligations of the undersigned to JH, shall be and become immediately~~ due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$212,946.00 May 14, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Two Hundred Twelve Thousand Nine Hundred Forty Six and 00/100 Dollars ($212,946.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:

This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$141,500.00 May 28, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Forty One Thousand Five Hundred and 00/100 Dollars ($141,500.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:

~~This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and~~ payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$95,000.00 June 12, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Ninety Five Thousand and 00/100 Dollars ($95,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
~~This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and~~ payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$180,000.00 June 26, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Eighty Thousand and 00/100 Dollars ($180,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$135,000.00 July 10, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Thirty Five Thousand and 00/100 Dollars ($135,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) *the commencement of any foreclosure proceedings, proceedings in aid of execution,* attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: David W. Henry
David W. Henry, Chief Financial Officer

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NOTE

$340,000.00 July 24, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Three Hundred Forty Thousand and 00/100 Dollars ($340,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$120,000.00 August 7, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of One Hundred Twenty Thousand and 00/100 Dollars ($120,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
~~This note, and all other Obligations of the undersigned to JH, shall be and become immediately due and~~ payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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NOTE

$265,000.00 August 21, 2008

NORPHLET CHEMICAL, INC., an Arkansas corporation (hereinafter referred to as "the undersigned" or "Norphlet"), located at 600 MacMillan Drive, Norphlet, Arkansas 71759, for value received, promises to pay to the order of Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 (hereinafter referred to as "Lender" or "JH") the sum of Two Hundred Sixty Five Thousand and 00/100 Dollars ($265,000.00) (hereinafter referred to as the "Borrowing") plus interest as provided herein.

The principal sum outstanding shall bear interest at eight percent (8.00%) per annum. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed.

Principal and interest shall be due and payable in full ten (10) days from the date of this Note. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. Principal and interest payments shall be made at JH's address above unless otherwise designated by JH in writing.

Events of Default:
~~This note, and all other Obligations of the undersigned to JH, shall be and become~~ immediately due and payable at the option of the JH, without any demand or notice whatsoever, upon the occurrence of any of the following described events, each of which shall constitute an Event of Default:

(a) any representation or warranty made by Norphlet herein is incorrect when made or reaffirmed; or

(b) Norphlet defaults in the payment of any principal or interest hereunder when due and payable, by acceleration or otherwise; or

(c) a court enters a decree or order for relief with respect to Norphlet in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Norphlet or for any substantial part of its property, or orders the wind-up or liquidation of its affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law is filed and is pending for thirty (30) days without dismissal; or

(d) Norphlet commences a voluntary case under any applicable bankruptcy, insolvency or other similar law in effect, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(e) final judgment of the payment of money in excess of $25,000 is rendered against Norphlet and remains undischarged for 10 days during which execution is not effectively stayed; or

(f) the death or bankruptcy of any Guarantor; or

(g) the commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against any property securing the repayment of the Obligation; or

(h) a Reportable Event (as defined in ERISA) occurs with respect to any employee benefit plan maintained by Norphlet for its employees other than a Reportable Event caused solely by a decrease in employment; or a trustee is appointed by a United States District Court to administer any employee benefit plan; or the Pension Benefit Guaranty Corporation institutes proceedings to terminate any of Norphlet's employee benefit plans.

Upon the occurrence of an Event of Default herein described Lender may, at its option cease making advances hereunder, declare this note and all other Obligations of the undersigned, to be fully due and payable in their aggregate amount together with accrued interest plus any applicable fees, and charges. Upon the occurrence of an Event of Default, interest shall continue or begin again to accrue at the rate above.

ENTIRE AGREEMENT: The undersigned agrees that there are no conditions or understandings which are not expressed in this note and the documents referred to herein.

WAIVER: No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or of any default. Demand, presentment, protest, and notice of dishonor, notice of protest and notice of default are hereby waived. Each of the undersigned, including but not limited to all co-makers and accommodation makers of this note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605(i) of the UCC.

The declaration of invalidity of any provision of this note shall not affect any part of the remainder of the provisions.

NORPHLET CHEMICAL, INC.,
an Arkansas corporation

By: _____
David W. Henry, Chief Financial Officer

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Norphlet Prepaid
Account 1571/1985

EXHIBIT
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$4 million Prepaid Acid

date funded	amount	# of days in June	Interest Accrued	# of days in July	Interest Accrued	# of days in Aug	Interest Accrued
8/25/2006	$ 250,000	30	$ 1,041.67	31	$ 1,076.39	31	$ 1,076.39
9/1/2006	$ 300,000	30	$ 1,250.00	31	$ 1,291.67	31	$ 1,291.67
9/7/2006	$ 350,000	30	$ 1,458.33	31	$ 1,506.94	31	$ 1,506.94
9/22/2006	$ 275,000	30	$ 1,145.83	31	$ 1,184.03	31	$ 1,184.03
10/10/2006	$ 300,000	30	$ 1,250.00	31	$ 1,291.67	31	$ 1,291.67
11/1/2006	$ 300,000	30	$ 1,250.00	31	$ 1,291.67	31	$ 1,291.67
11/16/2006	$ 375,000	30	$ 1,562.50	31	$ 1,614.58	31	$ 1,614.58
12/1/2006	$ 300,000	30	$ 1,250.00	31	$ 1,291.67	31	$ 1,291.67
12/11/2006	$ 100,000	30	$ 416.67	31	$ 430.56	31	$ 430.56
12/15/2006	$ 50,000	30	$ 208.33	31	$ 215.28	31	$ 215.28
12/19/2006	$ 275,000	30	$ 1,145.83	31	$ 1,184.03	31	$ 1,184.03
12/29/2006	$ 125,000	30	$ 520.83	31	$ 538.19	31	$ 538.19
1/8/2007	$ 325,000	30	$ 1,354.17	31	$ 1,399.31	31	$ 1,399.31
1/17/2007	$ 200,000	30	$ 833.33	31	$ 861.11	31	$ 861.11
2/1/2007	$ 250,000	30	$ 1,041.67	31	$ 1,076.39	31	$ 1,076.39
2/13/2007	$ 225,000	30	$ 937.50	31	$ 968.75	31	$ 968.75
Total funded to d	**$ 4,000,000**	**Jun-08**	**$ 16,666.67**	**Jul-08**	**$ 17,222.22**	**Aug-08**	**$ 17,222.22**

Accrued Interest for Prepaid $4 million acid

Aug-06	$	343.75
~~Sep-06~~	~~$~~	~~6,061.46~~
Oct-06	$	9,791.15
Nov-06	$	13,337.50
Dec-06	$	18,791.67
Total 2006	$	48,325.52
Jan-07	$	23,667.19
2/1/2007	$	24,939.06
3/1/2007	$	28,416.67
4/1/2007	$	27,500.00
5/1/2007	$	28,416.67
6/1/2007	$	27,500.00
7/1/2007	$	28,416.67
8/1/2007	$	28,416.67
9/1/2007	$	26,888.89
10/1/2007	$	26,666.67
11/1/2007	$	25,000.00
12/1/2007	$	25,250.00
Total 2007	$	321,078.47
1/1/2008	$	24,111.11
2/1/2008	$	19,333.33
3/1/2008	$	19,583.33
4/1/2008	$	17,500.00
5/1/2008	$	17,222.22
6/1/2008	$	16,666.67
7/1/2008	$	17,222.22
8/1/2008	$	17,222.22
Total	**$**	**518,265.10**

$2.5 million Note Receivable

date funded	amount	# of days in June	Interest Accrued	# of days in July	Interest Accrued	# of days in Aug	Interest Accrued
3/21/2007	$ 250,000	30	$ 1,041.67	31	$ 1,076.39	31	$ 1,076.39
3/29/2007	$ 500,000	30	$ 2,083.33	31	$ 2,152.78	31	$ 2,152.78
4/10/2007	$ 500,000	30	$ 2,083.33	31	$ 2,152.78	31	$ 2,152.78
4/27/2007	$ 250,000	30	$ 1,041.67	31	$ 1,076.39	31	$ 1,076.39
5/7/2007	$ 250,000	30	$ 1,041.67	31	$ 1,076.39	31	$ 1,076.39
5/17/2007	$ 220,000	30	$ 916.67	31	$ 947.22	31	$ 947.22
5/31/2007	$ 30,000	30	$ 125.00	31	$ 129.17	31	$ 129.17
10/19/2007	$ 145,000	30	$ 604.17	31	$ 624.31	31	$ 624.31
10/25/2007	$ 55,000	30	$ 229.17	31	$ 236.81	31	$ 236.81
10/30/2007	$ 235,000	30	$ 979.17	31	$ 1,011.81	31	$ 1,011.81
11/2/2007	$ 65,000	30	$ 270.83	31	$ 279.86	31	$ 279.86
Total funded to d	**$ 2,500,000**	**Jun-08**	**$ 10,416.67**	**Jul-08**	**$ 10,763.89**	**Aug-08**	**$ 10,763.89**

Accrued Interest for $2.5 million Note Receivable

Mar-07	802.08
Apr-07	7,619.79
May-07	12,737.08
Jun-07	13,750.00
Jul-07	14,208.33
Aug-07	14,208.33
Sep-07	13,444.44
Oct-07	13,826.53
Nov-07	15,597.92
Dec-07	15,781.25
Total 2007	121,975.76
Jan-08	15,069.44
Feb-08	12,083.33
Mar-08	12,713.54
Apr-08	10,937.50
May-08	10,763.89
Jun-08	10,416.67
Jul-08	10,763.89
Aug-08	10,763.89
Total	***$ 215,487.92***

EXHIBIT
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Other Note Receivable - cas			8.00%		8.00%		8.00%	
			# of days		# of days		# of days	
date funded	amount		in June	Interest Accrued	in July	Interest Accrued	in Aug	Interest Accrued
12/28/2007	$ 135,000		30	$ 900.00	31	$ 930.00	31	$ 930.00
1/11/2008	$ 60,000		30	$ 400.00	31	$ 413.33	31	$ 413.33
1/22/2008	$ 82,350		30	$ 549.00	31	$ 567.30	31	$ 567.30
1/25/2008	$ 118,704		30	$ 791.36	31	$ 817.74	31	$ 817.74
1/30/2008	$ 340,000		30	$ 2,266.67	31	$ 2,342.22	31	$ 2,342.22
1/31/2008	$ 60,000		30	$ 400.00	31	$ 413.33	31	$ 413.33
2/7/2008	$ 41,500		30	$ 276.67	31	$ 285.89	31	$ 285.89
2/14/2008	$ 105,000		30	$ 700.00	31	$ 723.33	31	$ 723.33
2/19/2008	$ 85,000		30	$ 566.67	31	$ 585.56	31	$ 585.56
2/26/2008	$ 115,000		30	$ 766.67	31	$ 792.22	31	$ 792.22
3/3/2008	$ 60,000		30	$ 400.00	31	$ 413.33	31	$ 413.33
3/13/2008	$ 147,000		30	$ 980.00	31	$ 1,012.67	31	$ 1,012.67
3/25/2008	$ 100,000		30	$ 666.67	31	$ 688.89	31	$ 688.89
4/2/2008	$ 55,000		30	$ 366.67	31	$ 378.89	31	$ 378.89
4/9/2008	$ 30,000		30	$ 200.00	31	$ 206.67	31	$ 206.67
4/14/2008	$ 205,000		30	$ 1,366.67	31	$ 1,412.22	31	$ 1,412.22
4/23/2008	$ 301,000		30	$ 2,006.67	31	$ 2,073.56	31	$ 2,073.56
5/1/2008	$ 80,000		30	$ 533.33	31	$ 551.11	31	$ 551.11
5/14/2008	$ 212,946		30	$ 1,419.64	31	$ 1,466.96	31	$ 1,466.96
5/28/2008	$ 141,500		30	$ 943.33	31	$ 974.78	31	$ 974.78
6/12/2008	$ 95,000		18	$ 380.00	31	$ 654.44	31	$ 654.44
6/26/2008	$ 180,000		4	$ 160.00	31	$ 1,240.00	31	$ 1,240.00
7/10/2008	$ 135,000				21	$ 630.00	31	$ 930.00
7/24/2008	$ 340,000				7	$ 528.89	31	$ 2,342.22
8/7/2008	$ 120,000						24	$ 640.00
8/21/2008	$ 265,000						10	$ 588.89
Total	**$ 3,610,000**			$ 17,040.00		$ 20,103.33		$ 23,445.56

Accrued Interest for Other Notes Receivable

Dec-07	90.00
Jan-08	1,595.19
Feb-08	5,948.57
Mar-08	8,965.59
Apr-08	11,343.03
May-08	15,489.28
Jun-08	17,040.00
Jul-08	20,103.33
Aug-08	23,445.56
Total	**$ 104,020.55**

Penalty Fees @ $7,500/day starting 6/1/07

Jun-07	$ 225,000
Jul-07	$ 232,500
Aug-07	$ 127,500
Dec-07	$ 232,500
Jan-08	$ 127,500
Total	$ 945,000

[a] Rate change 9/19/07 from 8.25% to 7.75%
[b] Third amendment stops the penalty charge from 8/18/07 to 11/30/07 and starts again on 12/1/07
[c] Rate change 10/30/07 from 7.75% to 7.50%
[d] Rate change 12/11/07 from 7.50% to 7.25%
[e] Rate change 1/23/08 from 7.25% to 6.50%
[f] Rate change 1/30/08 from 6.50% to 6.00%
[g] Penalty stops on 1/17/08
[h] Rate change 3/19/08 from 6.00% to 5.25%
[i] Rate change 4/30/08 from 5.25% to 5.00%

EXHIBIT 11 tabbies

December 19, 2006

UNLIMITED PAYMENT GUARANTY

John L. Garrison and B. Sue Garrison, whose address is 408 East 15th Street, El Dorado, Arkansas (each referred to herein as " Guarantor"), jointly and severally agree to guarantee the payment of all monies due or which may hereafter become due to Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 ("JH") from Norphlet Chemical, Inc., an Arkansas corporation, located at 600 MacMillan Drive, Norphlet, Arkansas 71759 (hereinafter called "Borrower").

1. **GUARANTY**: *In consideration of an extension of a loan,* credit or other financial accommodations given or to be given from time to time pursuant to a $4,000,000.00 Amended and Restated Draw Note of even date herewith, and other agreements and/or evidence of indebtedness, and any extensions or renewals thereof, or pursuant to any other agreements to extend credit of any kind or nature to Borrower, each Guarantor, jointly and severally, guarantees the prompt payment when due of all indebtedness and liabilities of Borrower of every kind, nature, and character including principal and interest and all renewals, extensions, and modifications thereof now existing or which hereafter may be incurred by Borrower to JH (hereinafter collectively called "Obligation"). The liability of Guarantor hereunder shall be unconditional, notwithstanding the unenforceability or invalidity of any Obligation of Borrower and shall survive the adjudication *in bankruptcy of Borrower, any compromise of any Obligation of Borrower to JH by any order of any federal bankruptcy court or any* other court of competent jurisdiction. In the event of the payment of any Obligation of Borrower owing to JH and any subsequent order by a federal bankruptcy court or any other court of competent jurisdiction that such payment was fraudulent, preferential, invalid or void for any reason requiring the repayment by JH of the sum so paid to JH to any bankruptcy trustee, receiver, or other duly appointed representative of Borrower for the benefit of Borrower or its creditors, Guarantor shall immediately pay to JH such Obligation.

2. **RELEASE OF GUARANTOR:** Without affecting the liability of any of the undersigned not released, JH may, without notice to the undersigned, release and discharge from liability to it any of the undersigned, if there be more than one, or any other guarantor of, or surety for, the payment of any Obligation of Borrower to JH.

3. **WAIVER OF NOTICE:** Guarantor hereby waives notice of any change in the Obligation, including without limitation renewals, extensions or modifications of any Obligation of Borrower and hereby waives presentment, demand, protest, notice of non-payment and notice of dishonor. No delay on the part of JH in exercising its rights hereunder shall operate as a waiver of guaranty by Guarantor or operate as a release of Guarantor's obligations hereunder. Guarantor agrees that JH may accept, surrender, or exchange collateral or security, if any, without notice to Guarantor. Guarantor consents to any impairment of collateral, including without limitation release of the collateral to a third party or failure to perfect any security interest.

4. **WAIVER OF IMPAIRMENT OF COLLATERAL:** No Guarantor shall be released or discharged, either in whole or in part, by JH's failure or delay to perfect or continue the perfection of any security interest in any property which secures the obligations of the Borrower or any of the Guarantors to JH, or to protect the property covered by such security interest.

5. **SURETYSHIP DEFENSES:** Each Guarantor hereby waives all suretyship defenses, including but not limited to, all defenses set forth in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605 (i) of the UCC.

6. *MISCELLANEOUS PROVISIONS:*

a) All rights of JH shall inure to the benefit of its successors and assigns and all obligations of Guarantor shall bind the heirs, executors, administrators, successors and assigns of Guarantor.

b) Guarantor shall promptly notify JH in writing of any change in mailing address.

c) Guarantor agrees that expenses and reasonable attorneys' fees incurred by JH as the result of Guarantor's breach of any of the terms and conditions of this Guaranty shall be paid by Guarantor to JH.

d) Within 90 days after the end of each calendar year and from time to time as reasonably requested by JH, Guarantor agrees to deliver to JH updated financial statements of Guarantor in form and substance reasonably satisfactory to JH.

e) This Guaranty contains the entire agreement of the parties and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter, shall amend, modify or otherwise affect the terms of this Guaranty unless in writing and signed by JH. This Guaranty supersedes and replaces any Guaranty previously executed by Guarantor in favor of JH.

EXHIBIT
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f) This Guaranty shall be construed in accordance with the laws of the State of Ohio. Any provision hereof which may prove unenforceable shall not affect the enforceability of the remainder of the provisions hereof.

g) Guarantor hereby irrevocably waives all legal and equitable rights to recover from the Borrower any sums paid by the Guarantor under the terms of this Guaranty, including without limitation all rights of subrogation and all other rights that would result in Guarantor being deemed a creditor of Borrower under the Federal Bankruptcy Code or any other law.

h) Each Guarantor agrees that the state and federal courts in the county and state where JH's principal place of business is located or any other Court in which JH initiates proceedings will have exclusive jurisdiction over all matters arising out of this Guaranty.

GUARANTOR:

John L. Garrison

B. Sue Garrison

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Spengler Nathanson P.L.L.

06-040-A-OH(5/3-2-96)

December 19, 2006

UNLIMITED PAYMENT GUARANTY

Jeffrey S. Garrison and S. Melinda Garrison, whose address is 1602 West Block Street, El Dorado, Arkansasa (each referred to herein as "Guarantor"), jointly and severally agree to guarantee the payment of all monies due or which may hereafter become due to Jones-Hamilton Co., an Ohio corporation, 30354 Tracy Road, Walbridge, Ohio 43465 ("JH") from Norphlet Chemical, Inc., an Arkansas corporation, located at 600 MacMillan Drive, Norphlet, Arkansas 71759 (hereinafter called "Borrower").

1. **GUARANTY**: In consideration of an extension of a loan, credit or other financial accommodations given or to be given from time to time pursuant to a $4,000,000.00 Amended and Restated Draw Note of even date herewith, and other agreements and/or evidence of indebtedness, and any extensions or renewals thereof, or pursuant to any other agreements to extend credit of any kind or nature to Borrower, each Guarantor, jointly and severally, guarantees the prompt payment when due of all indebtedness and liabilities of Borrower of every kind, nature, and character including principal and interest and all renewals, extensions, and modifications thereof now existing or which hereafter may be incurred by Borrower to JH (hereinafter collectively called "Obligation"). The liability of Guarantor hereunder shall be unconditional, notwithstanding the unenforceability or invalidity of any Obligation of Borrower and shall survive the adjudication in bankruptcy of Borrower, any compromise of any Obligation of Borrower to JH by any order of any federal bankruptcy court or any other court of competent jurisdiction. In the event of the payment of any Obligation of Borrower owing to JH and any subsequent order by a federal bankruptcy court or any other court of competent jurisdiction that such payment was fraudulent, preferential, invalid or void for any reason requiring the repayment by JH of the sum so paid to JH to any bankruptcy trustee, receiver, or other duly appointed representative of Borrower for the benefit of Borrower or its creditors, Guarantor shall immediately pay to JH such Obligation.

2. **RELEASE OF GUARANTOR:** Without affecting the liability of any of the undersigned not released, JH may, without notice to the undersigned, release and discharge from liability to it any of the undersigned, if there be more than one, or any other guarantor of, or surety for, the payment of any Obligation of Borrower to JH.

3. **WAIVER OF NOTICE:** Guarantor hereby waives notice of any change in the Obligation, including without limitation renewals, extensions or modifications of any Obligation of Borrower and hereby waives presentment, demand, protest, notice of non-payment and notice of dishonor. No delay on the part of JH in exercising its rights hereunder shall operate as a waiver of guaranty by Guarantor or operate as a release of Guarantor's obligations hereunder. Guarantor agrees that JH may accept, surrender, or exchange collateral or security, if any, without notice to Guarantor. Guarantor consents to any impairment of collateral, including without limitation release of the collateral to a third party or failure to perfect any security interest.

4. **WAIVER OF IMPAIRMENT OF COLLATERAL:** No Guarantor shall be released or discharged, either in whole or in part, by JH's failure or delay to perfect or continue the perfection of any security interest in any property which secures the obligations of the Borrower or any of the Guarantors to JH, or to protect the property covered by such security interest.

5. **SURETYSHIP DEFENSES:** Each Guarantor hereby waives all suretyship defenses, including but not limited to, all defenses set forth in Section 3-605 of the Uniform Commercial Code, as revised in 1990 (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605 (i) of the UCC.

6. **MISCELLANEOUS PROVISIONS:**

a) All rights of JH shall inure to the benefit of its successors and assigns and all obligations of Guarantor shall bind the heirs, executors, administrators, successors and assigns of Guarantor.

b) Guarantor shall promptly notify JH in writing of any change in mailing address.

c) Guarantor agrees that expenses and reasonable attorneys' fees incurred by JH as the result of Guarantor's breach of any of the terms and conditions of this Guaranty shall be paid by Guarantor to JH.

d) Within 90 days after the end of each calendar year and from time to time as reasonably requested by JH, Guarantor agrees to deliver to JH updated financial statements of Guarantor in form and substance reasonably satisfactory to JH.

e) This Guaranty contains the entire agreement of the parties and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter, shall amend, modify or otherwise affect the terms of this Guaranty unless in writing and signed by JH. This Guaranty supersedes and replaces any Guaranty previously executed by Guarantor in favor of JH.

EXHIBIT
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f) This Guaranty shall be construed in accordance with the laws of the State of Ohio. Any provision hereof which may prove unenforceable shall not affect the enforceability of the remainder of the provisions hereof.

g) Guarantor hereby irrevocably waives all legal and equitable rights to recover from the Borrower any sums paid by the Guarantor under the terms of this Guaranty, including without limitation all rights of subrogation and all other rights that would result in Guarantor being deemed a creditor of Borrower under the Federal Bankruptcy Code or any other law.

h) Each Guarantor agrees that the state and federal courts in the county and state where JH's principal place of business is located or any other Court in which JH initiates proceedings will have exclusive jurisdiction over all matters arising out of this Guaranty.

GUARANTOR:

Jeffrey Garrison

S. Melinda Garrison

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Spengler Nathanson P.L.L.

06-040-A-OH(5/3-2-96)

RECORD OF HCL DISTRIBUTION BY JONES-HAMILTON CO. AT NORPHLET CHEMICAL FACILITY

(77) Shipped Items

Order	Invoice	Name	Addressee	City	Ship-to state
CO 168967	163372	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 170538	164491	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 170599	164579	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 170841	164722	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 170842	164856	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 172300	166118	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 172829	166727	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 172830	166728	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 172831	166740	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 172832	166741	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 172833	167132	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 173423	167250	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 173426	167283	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 173876	167713	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 173923	167710	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 173924	167711	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 174177	167924	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 174186	167925	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 174626	168374	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 174974	168625	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 175020	168736	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 175148	168809	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 175278	169011	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 175631	169253	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 175893	169457	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 175983	169565	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 175984	169566	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 175985	169567	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 176130	169692	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 176348	169892	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 176592	170071	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX

CO	176626	170174 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	176757	170309 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	176837	170406 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	176984	170500 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	177033	170560 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	177047	170561 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	177129	170614 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	177130	170615 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	177163	170812 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	177164	170813 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	177214	170827 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	177635	171191 Chemtura Corporation	Chemtura ------ West Plant	El Dorado	AR
CO	177818	171184 Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	177636	171192 Chemtura Corporation	Chemtura ------ West Plant	El Dorado	AR
CO	177637	171318 Chemtura Corporation	Chemtura ------ West Plant	El Dorado	AR
CO	177819	171183 Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	177639	171271 Chemtura Corporation	Chemtura ------ West Plant	El Dorado	AR
CO	177831	171272 Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	177215	171623 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	177365	171859 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	177366	171860 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	178231	171910 Chemtura Corporation	Chemtura Corp. -- Central Plant	El Dorado	AR
CO	178434	172022 Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	178571	171994 Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	178575	172019 Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	179021	172550 Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	179133	172605 Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	179807	173377 Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180111	173503 Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180112	173489 Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180087	173523 Chemtura Corporation	Chemtura Corp. -- Central Plant	El Dorado	AR
CO	180201	173547 Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180114	173530 Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180163	173546 Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR

CO	180256	173814	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180328	173664	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180329	173666	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180330	173667	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180422	173900	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180423	173805	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180459	174068	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180600	174069	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180654	174042	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180663	174043	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180664	174170	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180544	174237	Lenzing Fibers	Lenzing Fibers (HCL)	Axis	AL
CO	180826	174442	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180960	174443	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180961	174440	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	181056	174456	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180999	174439	Chemtura Corporation	Chemtura Corp. -- Central Plant	El Dorado	AR
CO	181059	174441	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	186538	179222	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180979	174480	Lenzing Fibers	Lenzing Fibers (HCL)	Axis	AL
CO	181061	174479	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	180980	174599	Lenzing Fibers	Lenzing Fibers (HCL)	Axis	AL
CO	181191	174595	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	181286	174700	Lenzing Fibers	Lenzing Fibers (HCL)	Axis	AL
CO	181298	174699	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	181356	174696	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	181314	174698	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	181315	174697	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	181801	175050	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	181457	174879	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	181316	174824	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	181354	174713	Lenzing Fibers	Lenzing Fibers (HCL)	Axis	AL
CO	181565	174866	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	181355	174903	Lenzing Fibers	Lenzing Fibers (HCL)	Axis	AL

CO 181568	174976	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 181569	174975	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 181458	174968	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 181628	175005	Chemtura Corporation	Chemtura Corp. -- Central Plant	El Dorado	AR
CO 181653	175551	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 181654	175051	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 181462	175063	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 181688	175064	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 181704	175065	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 181750	175167	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CM 10962	10690	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 181751	175059	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 181752	175200	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 181790	175183	Lenzing Fibers	Lenzing Fibers (HCL)	Axis	AL
CO 181850	175156	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 181851	175179	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 181896	175235	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 181856	175195	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 181897	175284	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 181901	175280	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 181791	175302	Lenzing Fibers	Lenzing Fibers (HCL)	Axis	AL
CO 181903	175281	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 181904	175307	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 181910	175293	Univar USA, Inc.	Lyondell / Basel	Westlake	LA
CO 181899	175308	Lenzing Fibers	Lenzing Fibers (HCL)	Axis	AL
CO 182027	175309	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 182070	175515	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 182080	175447	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 182091	175514	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 182096	175452	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 182102	175478	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 182103	175484	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 182133	175564	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 182202	175631	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR

CO	182203	175628	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	182299	175629	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	182334	175623	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	182300	175738	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	182519	175741	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	183431	176570	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	182369	175740	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	182373	175851	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	182520	175860	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	182544	175886	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	182545	175941	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	182655	175973	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	182719	176037	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	182720	176038	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	182521	176199	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	182916	176200	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	183020	176327	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	182522	176387	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	182917	176388	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	183214	176389	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	183215	176452	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	183216	176558	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CM	11053	10777	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	183376	176737	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	183483	176774	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	183484	176776	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	183485	176775	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	183572	176765	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	183587	176773	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	183588	176764	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	183698	176952	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	183700	176953	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	183701	176954	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	183685	177027	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR

CO 183763	177162	Chemtura Corporation	Chemtura Corp. -- Central Plant	El Dorado	AR
CO 183776	177126	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 183861	177298	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 183986	177184	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 183987	177186	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 183960	177187	Chemtura Corporation	Chemtura Corp. -- Central Plant	El Dorado	AR
CO 183988	177185	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 183989	177183	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 183990	177211	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 184002	177327	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 184003	177333	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 184031	177328	Chemtura Corporation	Chemtura Corp. -- Central Plant	El Dorado	AR
CO 184004	177270	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 184046	177394	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 184051	177397	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 184183	177396	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 184050	177395	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 184182	177387	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 184077	177444	Chemtura Corporation	Chemtura Corp. -- Central Plant	El Dorado	AR
CO 184184	177445	Chemtura Corporation	Chemtura Corp. -- Central Plant	El Dorado	AR
CO 184185	177446	Chemtura Corporation	Chemtura ------ West Plant	El Dorado	AR
CO 184223	177447	Chemtura Corporation	Chemtura Corp. -- Central Plant	El Dorado	AR
CO 184395	177546	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 184271	177582	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 184272	177583	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 184273	177579	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 184274	177540	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 184317	177541	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 184318	177646	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CM 11104	10825	Chemtura Corporation	Chemtura Corp. -- Central Plant	El Dorado	AR
CO 184416	177697	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 184683	177869	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado	AR
CO 184422	177865	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO 184424	177866	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX

CO	184765	177867	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	184679	177868	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	184767	177932	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	184769	177933	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	184770	177934	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	184771	177997	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	184887	178016	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	184885	178096	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	185213	178310	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	185329	178230	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185330	178231	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185322	178218	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	185331	178235	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185332	178233	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185325	178337	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	185416	178367	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185393	178336	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	185397	178366	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	185467	178490	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	185473	178491	Chemtura Corporation	Chemtura Corp. -- CENTRAL TCO PLANT	El Dorado AR
CO	185387	178338	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185614	178487	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185615	178488	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185616	178489	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185743	178570	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185755	178672	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185745	178668	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185750	178669	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185751	178670	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185752	178671	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185813	178699	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185754	178700	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	185815	178816	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185816	178817	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX

CO	185817	178796	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185818	178797	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185508	178815	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	185936	178854	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185941	178863	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186282	179041	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	185945	178836	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	185946	178969	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	186004	178985	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	185938	178970	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186048	178931	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	186072	178933	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186037	178932	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186118	178934	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	186165	178998	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186126	178941	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	186172	178999	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186173	179005	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186130	179004	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	186219	179078	Chemtura Corporation	Chemtura Corp. -- CENTRAL TCO PLANT	El Dorado AR
CO	186225	179074	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CM	11189	10907	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186206	179199	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	186305	179181	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	186390	179180	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186332	179179	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	186353	179260	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186364	179259	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	186307	179258	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CM	11195	10913	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	186527	179418	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186546	179419	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186467	179464	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	186543	179589	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX

CO	186547	179590	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186616	179591	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186626	179592	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186736	179593	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186737	179594	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186739	179595	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186708	179791	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186709	179794	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186818	179792	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186819	179755	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186820	179756	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186939	179793	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186941	179795	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186973	179842	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	187023	179789	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187050	179866	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187000	179864	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187001	179865	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	186830	181094	Chemtura Corporation	Chemtura Corp. -- CENTRAL TCO PLANT	El Dorado AR
CO	187058	180078	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	187121	179991	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187165	180079	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	187190	180081	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	187237	180270	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	187245	180082	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	187191	181100	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	187286	180141	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187283	180180	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	187318	180271	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187335	180272	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187410	180273	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187411	180274	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187412	180275	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	188067	180677	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX

CO	187493	180287	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187498	180963	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187499	180288	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187500	180426	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187501	180289	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187502	180300	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187528	180319	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	187584	180326	Chemtura Corporation	Chemtura Corp. -- CENTRAL TCO PLANT	El Dorado AR
CO	187585	180327	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	187529	180334	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	187586	180694	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	187631	180509	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	187644	180693	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187581	180689	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187582	180690	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187640	180691	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187641	180692	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187587	180699	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	187629	180700	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	187642	180695	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187643	180696	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187645	180697	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187646	180698	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187739	180968	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	187782	180702	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187783	180703	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187784	180536	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187808	180564	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187917	180723	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187971	180724	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187810	180722	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187972	180737	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187811	180736	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187824	180863	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX

CO	187903	180862	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	187973	180747	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187807	180746	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187904	180865	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	187931	180866	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	187974	180864	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187930	180977	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	187952	180868	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CM	11267	10978	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187975	180976	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	188148	181003	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	188214	181000	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	187976	180998	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	188069	180999	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	188238	181001	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	188239	181002	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	188307	181029	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	188303	181056	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	188227	181058	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	188324	181057	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	188328	181308	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	188300	181309	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	188325	181306	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	188327	181307	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	188226	181062	Chemtura Corporation	Chemtura Corp. -- CENTRAL TCO PLANT	El Dorado AR
CO	188301	181310	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	188310	181311	Chemtura Corporation	Chemtura Corp. -- CENTRAL TCO PLANT	El Dorado AR
CO	188354	181312	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	188228	181313	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	188249	181315	Lenzing Fibers	Lenzing Fibers (HCL)	Axis AL
CO	188384	181314	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	188309	181316	Arkema, Inc.	Arkema, Inc	Axis AL
CO	188385	181318	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	188472	181319	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR

CO	188543	181320	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	192071	184406	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	188545	181404	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	188445	181405	Arkema, Inc.	Arkema, Inc	Axis AL
CO	188628	181537	UOP, LLC	UOP, LLC - TRUCKS	Shreveport LA
CO	189195	181697	UOP, LLC	UOP, LLC - TRUCKS	Shreveport LA
CO	188683	182022	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	188685	182023	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	188686	182024	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	188687	182025	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	188699	182026	Chemtura Corporation	Chemtura Corp. -- CENTRAL TCO PLANT	El Dorado AR
CO	188700	182027	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	190076	182434	Chemtura Corporation	Chemtura Corp. -- CENTRAL TCO PLANT	El Dorado AR
CO	188701	181814	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	188914	181815	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	188703	181816	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	188722	181817	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	188724	181818	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	188915	182028	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	188743	181819	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	188904	181820	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	188746	181821	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	188968	181822	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado AR
CO	189544	182010	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado AR
CO	189015	182030	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	188747	181823	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	189127	181825	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	189130	181826	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CM	11335	11054	UOP, LLC	UOP, LLC - TRUCKS	Shreveport LA
CO	189372	182444	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	189132	181827	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	189133	181937	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado AR
CO	189276	181938	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	190078	182436	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado AR

CO	190902	183304	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	189383	181942	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	189373	181943	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	189377	181944	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado AR
CO	190077	182435	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado AR
CO	188940	182341	Univar USA, Inc.	Univar USA, Inc.	Geismar LA
CO	189312	181945	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	189313	182451	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	189410	182450	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	189421	182059	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	189411	182452	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	189463	182057	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	189465	182058	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	189412	182340	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CM	11361	11075	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado AR
CO	189417	182339	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	189489	182439	Univar USA, Inc.	Lyondell / Basel	Westlake LA
CO	189275	182218	Univar USA, Inc.	Univar USA, Inc.	Geismar LA
CO	189634	182217	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	189418	182391	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	189722	182440	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	189771	182393	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	189770	182392	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	189772	182473	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	189801	182474	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	189802	182475	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	189773	182496	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CM	11374	11088	Univar USA, Inc.	Univar USA, Inc.	Geismar LA
CO	189987	182438	Univar USA, Inc.	Univar USA, Inc.	Geismar LA
CM	11377	11091	Chemtura Corporation	Chemtura Corp. -- CENTRAL TCO PLANT	El Dorado AR
CM	11378	11092	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado AR
CM	11379	11093	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado AR
CM	11412	11122	Chemtura Corporation	Chemtura Corp. -- CENTRAL TCO PLANT	El Dorado AR
CO	190539	183206	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR

CO	190698	183396	Chemtura Corporation	Chemtura Corp. -- CENTRAL TCO PLANT	El Dorado AR
CO	190792	183403	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	190793	183404	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	190794	183406	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	190795	183514	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	190697	183619	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	190798	183515	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	190872	183516	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	190925	183627	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	190962	183635	Chemtura Corporation	Chemtura Corp. -- CENTRAL TCO PLANT	El Dorado AR
CO	191126	183641	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	192601	184828	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	190696	183722	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	191138	183723	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	191139	183724	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	191140	183728	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	190926	183817	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	191305	184056	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	191316	183819	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	191306	184069	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	191487	184070	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	192072	184407	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	191330	184076	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	191331	184077	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	191332	184162	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	191488	184163	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	191629	184193	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	191767	184329	Chemtura Corporation	Chemtura Corp. -- CENTRAL TCO PLANT	El Dorado AR
CO	191738	184332	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	191739	184453	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	191951	184454	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado AR
CO	191325	184555	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado AR
CO	191740	184462	Chemtura Corporation	Chemtura ------ West Plant	El Dorado AR
CO	191798	184466	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado AR

CO 191324	184469	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 191796	184470	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado	AR
CO 192012	184471	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado	AR
CM 11518	11233	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado	AR
CM 11519	11234	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 191800	184560	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado	AR
CO 192017	184561	Chemtura Corporation	Chemtura ------ West Plant	El Dorado	AR
CO 191461	184481	Arkema, Inc.	Arkema, Inc	Axis	AL
CO 192018	185352	Chemtura Corporation	Chemtura ------ West Plant	El Dorado	AR
CO 192021	184791	Chemtura Corporation	Chemtura ------ West Plant	El Dorado	AR
CO 192151	184792	BioLab, Inc.	Bio-Lab, Inc.	Lake Charles	LA
CO 192107	184798	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 192314	184799	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 192315	184800	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 192319	184801	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 192108	184806	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 192320	184807	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado	AR
CO 192321	184808	Chemtura Corporation	Chemtura ------ West Plant	El Dorado	AR
CO 193079	185217	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 192322	184810	Chemtura Corporation	Chemtura ------ West Plant	El Dorado	AR
CO 192443	184973	Brenntag Southwest, Inc	Amvac	Axis	AL
CO 192328	184991	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 192438	184993	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado	AR
CO 192444	184994	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado	AR
CM 11554	11255	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado	AR
CO 192461	185012	Chemtura Corporation	Chemtura ------ West Plant	El Dorado	AR
CO 192581	185013	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado	AR
CO 191463	185014	Arkema, Inc.	Arkema, Inc	Axis	AL
CO 192469	185025	Chemtura Corporation	Chemtura ------ West Plant	El Dorado	AR
CO 192472	185104	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado	AR
CO 192634	185105	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado	AR
CO 192473	185109	Chemtura Corporation	Chemtura ------ West Plant	El Dorado	AR
CO 192706	185110	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO 192700	185043	UOP, LLC	UOP, LLC - TRUCKS	Shreveport	LA

CO	192474	185229	Chemtura Corporation	Chemtura ------ West Plant	El Dorado	AR
CO	192743	185230	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado	AR
CO	192475	185238	Chemtura Corporation	Chemtura ------ West Plant	El Dorado	AR
CO	192636	185374	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado	AR
CO	192801	185266	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado	AR
CO	192905	185268	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	192995	185269	Chemtura Corporation	Chemtura Corp. -- CENTRAL TCO PLANT	El Dorado	AR
CO	193000	185270	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado	AR
CM	11584	11287	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	193063	185696	Chemtura Corporation	Chemtura ------ West Plant	El Dorado	AR
CO	193066	185697	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado	AR
CO	193001	185717	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado	AR
CO	193343	185720	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	193409	185767	Chemtura Corporation	Chemtura Corp -CENTRAL PROCESS WAT	El Dorado	AR
CO	193273	185777	Chemtura Corporation	Chemtura -- Central Bromine Towers	El Dorado	AR
CO	193734	186616	Chemtura Corporation	Chemtura Corp. -- CENTRAL TCO PLANT	El Dorado	AR
CO	193916	186339	Univar USA, Inc.	PPG Industries	Westlake	LA
CO	193998	186341	Chemtura Corporation	Chemtura Corp. -- CENTRAL TCO PLANT	El Dorado	AR
CO	194258	186757	Univar USA, Inc.	PPG Industries	Westlake	LA
CO	194232	186759	Univar USA, Inc.	PPG Industries	Westlake	LA
CO	194531	187069	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	194720	187031	Chemtura Corporation	Chemtura Corp. -- South Plant	El Dorado	AR
CO	194931	187084	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	194968	187028	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	194969	187029	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	194970	187746	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	194973	187030	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	194971	187038	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195292	187328	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	194972	187285	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	194995	188014	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195003	187457	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	194997	187456	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	194991	187296	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX

CO	195006	187314 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195216	187467 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CM	11774	11475 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195185	187477 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195186	187478 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195060	187482 Univar USA, Inc.	PPG Industries	Westlake	LA
CO	194992	187747 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	194993	187748 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	194999	187754 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195187	187759 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195295	187769 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195188	187768 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195301	187770 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	194994	187775 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195302	187778 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195484	188084 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	194998	188086 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195189	188087 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195479	188094 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195701	188099 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195483	188098 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195906	188502 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195702	188102 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195872	188103 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195902	188114 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195703	188106 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195903	188194 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	196142	188195 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	196143	188196 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	196144	188197 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	195300	188380 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	196152	188503 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	196153	188504 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX
CO	196145	188386 Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne	TX

CO	195485	188387	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	195901	188506	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196147	188508	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196146	188507	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196292	188514	Univar USA, Inc.	PPG Industries	Westlake LA
CO	196154	188686	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	195904	188690	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196436	188691	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	195907	188696	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196445	188697	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196443	188701	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196444	188702	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196446	188878	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196705	188879	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	195905	188877	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196634	188880	Univar USA, Inc.	PPG Industries	Westlake LA
CO	196706	188881	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196708	188992	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196709	188882	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196148	189004	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196438	189011	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196437	189010	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196953	189186	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196954	189187	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196702	189012	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196439	189190	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196703	189191	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	*196955*	*189264*	*Skyline Chemical Inc*	*Skyline Chemical, Inc. (CPU)*	*Cleburne TX*
CO	196441	189262	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196949	189263	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196956	189271	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196957	189272	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196442	189270	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	*196704*	*189291*	*Skyline Chemical Inc*	*Skyline Chemical, Inc. (CPU)*	*Cleburne TX*

CO	197186	189298	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197187	189299	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197185	189297	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197181	189303	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197182	189304	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197183	189305	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197190	189300	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196951	189445	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197293	189446	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197294	189447	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197295	189452	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197296	189453	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197297	189454	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	196952	189450	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197184	189451	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197387	189459	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197388	189461	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197389	189466	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197390	189467	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197391	189468	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197546	189702	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197547	189703	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197548	189704	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197287	189707	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197291	189708	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197292	189709	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197633	189713	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197676	189619	Skyline Chemical Inc	Skyline Chemical Inc	Cleburne TX
CO	197677	189620	Skyline Chemical Inc	Skyline Chemical Inc	Cleburne TX
CO	197658	189617	Skyline Chemical Inc	Skyline Chemical Inc	Cleburne TX
CO	197660	189618	Skyline Chemical Inc	Skyline Chemical Inc	Cleburne TX
CO	197635	189721	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197636	189722	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197637	189729	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX

CO	197638	189730	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197816	189832	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197817	189833	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197922	190040	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197924	189917	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197925	189918	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197819	190044	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198031	190045	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198034	190046	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197392	190043	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197288	190041	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197290	190042	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197393	189964	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197814	190048	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198035	190049	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198048	190051	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	197815	190050	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198050	190056	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198051	190057	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198052	190058	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198054	190064	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198129	190172	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198131	190173	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198130	190187	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198132	190188	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198225	190196	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198226	190197	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198227	190200	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198127	190259	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198228	190436	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX
CO	198230	190466	Skyline Chemical Inc	Skyline Chemical, Inc. (CPU)	Cleburne TX

Shipment date	Shipped	Net sales	Item description	Item	Whs	Carrier	Sales transport terms	
8/28/2007	46,260.00	2,544.30	HCL,22 DEGREE	9520	162	599		0
9/26/2007	45,800.00	2,519.00	HCL,22 DEGREE	9520	162	599		0
9/28/2007	45,760.00	2,516.80	HCL,22 DEGREE	9520	162	599		0
10/2/2007	45,720.00	2,514.60	HCL,22 DEGREE	9520	162	599		0
10/4/2007	47,080.00	2,589.40	HCL,22 DEGREE	9520	162	599		0
11/1/2007	46,000.00	2,530.00	HCL,22 DEGREE	9520	162	599		0
11/14/2007	45,780.00	2,517.90	HCL,22 DEGREE	9520	162	599		0
11/14/2007	46,500.00	2,557.50	HCL,22 DEGREE	9520	162	599		0
11/16/2007	46,060.00	2,533.30	HCL,22 DEGREE	9520	162	599		0
11/16/2007	37,780.00	2,077.90	HCL,22 DEGREE	9520	162	599		0
11/26/2007	47,140.00	2,592.70	HCL,22 DEGREE	9520	162	599		0
11/27/2007	44,660.00	2,456.30	HCL,22 DEGREE	9520	162	599		0
11/28/2007	47,920.00	2,635.60	HCL,22 DEGREE	9520	162	599		0
12/3/2007	46,540.00	2,559.70	HCL,22 DEGREE	9520	162	599		0
12/4/2007	45,640.00	2,510.20	HCL,22 DEGREE	9520	162	599		0
12/4/2007	47,620.00	2,619.10	HCL,22 DEGREE	9520	162	599		0
12/10/2007	47,860.00	2,632.30	HCL,22 DEGREE	9520	162	599		0
12/10/2007	46,320.00	2,547.60	HCL,22 DEGREE	9520	162	599		0
12/19/2007	46,660.00	2,566.30	HCL,22 DEGREE	9520	162	599		0
12/26/2007	46,800.00	2,574.00	HCL,22 DEGREE	9520	162	599		0
12/27/2007	38,220.00	2,102.10	HCL,22 DEGREE	9520	162	599		0
12/28/2007	46,080.00	2,534.40	HCL,22 DEGREE	9520	162	599		0
1/2/2008	46,740.00	2,570.70	HCL,22 DEGREE	9520	162	599		0
1/9/2008	46,900.00	2,579.50	HCL,22 DEGREE	9520	162	599		0
1/15/2008	47,840.00	2,631.20	HCL,22 DEGREE	9520	162	599		0
1/16/2008	38,100.00	2,095.50	HCL,22 DEGREE	9520	162	599		0
1/16/2008	24,200.00	1,331.00	HCL,22 DEGREE	9520	162	599		0
1/16/2008	46,980.00	2,583.90	HCL,22 DEGREE	9520	162	599		0
1/18/2008	46,660.00	2,566.30	HCL,22 DEGREE	9520	162	599		0
1/22/2008	46,500.00	2,557.50	HCL,22 DEGREE	9520	162	599		0
1/25/2008	45,360.00	2,494.80	HCL,22 DEGREE	9520	162	599		0

1/28/2008	44,920.00	2,470.60	HCL,22 DEGREE	9520	162	599	0
1/30/2008	47,640.00	2,620.20	HCL,22 DEGREE	9520	162	599	0
1/31/2008	40,120.00	2,206.60	HCL,22 DEGREE	9520	162	599	0
2/1/2008	38,140.00	2,097.70	HCL,22 DEGREE	9520	162	599	0
2/4/2008	38,300.00	2,106.50	HCL,22 DEGREE	9520	162	599	0
2/4/2008	30,700.00	1,688.50	HCL,22 DEGREE	9520	162	599	0
2/5/2008	47,140.00	2,592.70	HCL,22 DEGREE	9520	162	599	0
2/5/2008	47,300.00	2,601.50	HCL,22 DEGREE	9520	162	599	0
2/6/2008	43,860.00	2,412.30	HCL,22 DEGREE	9520	162	599	0
2/6/2008	48,460.00	2,665.30	HCL,22 DEGREE	9520	162	599	0
2/8/2008	46,920.00	2,580.60	HCL,22 DEGREE	9520	162	599	0
2/16/2008	44,640.00	2,566.80	HCL,20 DEGREE	9500	162	245	4
2/16/2008	43,260.00	2,487.45	HCL,20 DEGREE	9500	162	245	4
2/17/2008	44,680.00	2,569.10	HCL,20 DEGREE	9500	162	245	4
2/18/2008	44,840.00	2,578.30	HCL,20 DEGREE	9500	162	245	4
2/18/2008	45,000.00	2,587.50	HCL,20 DEGREE	9500	162	245	4
2/19/2008	45,020.00	2,588.65	HCL,20 DEGREE	9500	162	245	4
2/19/2008	47,140.00	2,710.55	HCL,20 DEGREE	9500	162	245	4
2/25/2008	45,940.00	2,526.70	HCL,22 DEGREE	9520	162	599	0
2/28/2008	47,420.00	2,608.10	HCL,22 DEGREE	9520	162	599	0
2/28/2008	46,920.00	2,580.60	HCL,22 DEGREE	9520	162	599	0
2/29/2008	45,040.00	2,589.80	HCL,20 DEGREE	9500	162	245	4
3/3/2008	44,860.00	2,579.45	HCL,20 DEGREE	9500	162	245	4
3/4/2008	44,860.00	2,579.45	HCL,20 DEGREE	9500	162	245	4
3/4/2008	45,320.00	2,605.90	HCL,20 DEGREE	9500	162	245	4
3/13/2008	44,220.00	2,542.65	HCL,20 DEGREE	9500	162	245	4
3/14/2008	47,020.00	2,703.65	HCL,20 DEGREE	9500	162	245	4
3/28/2008	45,740.00	2,630.05	HCL,20 DEGREE	9500	162	245	4
4/2/2008	47,100.00	2,708.25	HCL,20 DEGREE	9500	162	245	4
4/2/2008	44,840.00	2,578.30	HCL,20 DEGREE	9500	162	245	4
4/3/2008	46,480.00	2,672.60	HCL,20 DEGREE	9500	162	245	4
4/3/2008	46,500.00	2,673.75	HCL,20 DEGREE	9500	162	245	4
4/4/2008	44,800.00	2,576.00	HCL,20 DEGREE	9500	162	245	4
4/4/2008	44,420.00	2,554.15	HCL,20 DEGREE	9500	162	245	4

4/5/2008	46,480.00	2,672.60	HCL,20 DEGREE	9500	162	245		4
4/7/2008	41,860.00	2,406.95	HCL,20 DEGREE	9500	162	245		4
4/8/2008	44,800.00	2,576.00	HCL,20 DEGREE	9500	162	245		4
4/8/2008	46,980.00	2,701.35	HCL,20 DEGREE	9500	162	245		4
4/9/2008	48,200.00	2,771.50	HCL,20 DEGREE	9500	162	245		4
4/9/2008	46,440.00	2,670.30	HCL,20 DEGREE	9500	162	245		4
4/10/2008	44,820.00	2,577.15	HCL,20 DEGREE	9500	162	245		4
4/11/2008	44,700.00	2,570.25	HCL,20 DEGREE	9500	162	245		4
4/13/2008	44,900.00	2,581.75	HCL,20 DEGREE	9500	162	245		4
4/14/2008	44,420.00	2,554.15	HCL,20 DEGREE	9500	162	245		4
4/16/2008	44,540.00	2,561.05	HCL,20 DEGREE	9500	162	245		4
4/17/2008	44,560.00	2,406.24	HCL,20 DEGREE	9500	162	317		4
4/18/2008	44,660.00	2,567.95	HCL,20 DEGREE	9500	162	245		4
4/19/2008	45,420.00	2,611.65	HCL,20 DEGREE	9500	162	245		4
4/19/2008	45,220.00	2,600.15	HCL,20 DEGREE	9500	162	245		4
4/20/2008	45,140.00	2,595.55	HCL,20 DEGREE	9500	162	245		4
4/21/2008	45,260.00	2,602.45	HCL,20 DEGREE	9500	162	245		4
4/21/2008	45,580.00	2,620.85	HCL,20 DEGREE	9500	162	328		1
4/21/2008	45,580.00	2,620.85	HCL,20 DEGREE	9500	162	328		4
4/22/2008	45,420.00	2,452.68	HCL,20 DEGREE	9500	162	317		4
4/22/2008	45,080.00	2,592.10	HCL,20 DEGREE	9500	162	328		4
4/24/2008	45,060.00	2,433.24	HCL,20 DEGREE	9500	162	317		4
4/24/2008	45,360.00	2,608.20	HCL,20 DEGREE	9500	162	328		4
4/25/2008	45,480.00	2,455.92	HCL,20 DEGREE	9500	162	317		4
4/25/2008	45,080.00	2,592.10	HCL,20 DEGREE	9500	162	328		4
4/25/2008	31,860.00	1,752.30	HCL,22 DEGREE	9520	162	599		0
4/26/2008	45,300.00	2,604.75	HCL,20 DEGREE	9500	162	328		4
4/27/2008	45,320.00	2,605.90	HCL,20 DEGREE	9500	162	328		4
4/27/2008	45,380.00	2,609.35	HCL,20 DEGREE	9500	162	328		4
4/28/2008	43,920.00	2,415.60	HCL,22 DEGREE	9520	162	599		0
4/29/2008	41,474.00	2,384.76	HCL,20 DEGREE	9500	162	245		4
4/29/2008	45,060.00	2,433.24	HCL,20 DEGREE	9500	162	317		4
4/30/2008	45,100.00	2,593.25	HCL,20 DEGREE	9500	162	328		4
5/1/2008	45,640.00	2,464.56	HCL,20 DEGREE	9500	162	317		4

5/1/2008	45,300.00	2,604.75	HCL,20 DEGREE	9500	162	328		4
5/1/2008	45,320.00	2,605.90	HCL,20 DEGREE	9500	162	245		4
5/1/2008	42,960.00	2,362.80	HCL,22 DEGREE	9520	162	599		0
5/2/2008	45,140.00	2,595.55	HCL,20 DEGREE	9500	162	328		4
5/2/2008	45,100.00	2,593.25	HCL,20 DEGREE	9500	162	328		4
5/2/2008	44,980.00	2,586.35	HCL,20 DEGREE	9500	162	245		4
5/2/2008	27,800.00	1,529.00	HCL,22 DEGREE	9520	162	599		0
5/3/2008	45,300.00	2,604.75	HCL,20 DEGREE	9500	162	245		4
5/3/2008	45,260.00	2,602.45	HCL,20 DEGREE	9500	162	328		4
5/4/2008	45,360.00	2,608.20	HCL,20 DEGREE	9500	162	328		4
5/5/2008	-45,320.00	-2,605.90	HCL,20 DEGREE	9500	162	328		4
5/5/2008	45,400.00	2,610.50	HCL,20 DEGREE	9500	162	245		4
5/5/2008	45,340.00	2,607.05	HCL,20 DEGREE	9500	162	328		4
5/6/2008	45,360.00	2,449.44	HCL,20 DEGREE	9500	162	317		4
5/6/2008	45,400.00	2,610.50	HCL,20 DEGREE	9500	162	245		4
5/6/2008	45,400.00	2,610.50	HCL,20 DEGREE	9500	162	328		4
5/6/2008	45,160.00	2,596.70	HCL,20 DEGREE	9500	162	599		0
5/7/2008	45,620.00	2,623.15	HCL,20 DEGREE	9500	162	245		4
5/7/2008	45,280.00	2,603.60	HCL,20 DEGREE	9500	162	328		4
5/7/2008	45,200.00	2,599.00	HCL,20 DEGREE	9500	162	328		4
5/8/2008	45,260.00	2,444.04	HCL,20 DEGREE	9500	162	317		4
5/8/2008	45,120.00	2,594.40	HCL,20 DEGREE	9500	162	328		4
5/8/2008	45,340.00	2,607.05	HCL,20 DEGREE	9500	162	328		4
5/8/2008	45,220.00	2,735.81	HCL,20 DEGREE	9500	162	245		4
5/9/2008	45,360.00	2,449.44	HCL,20 DEGREE	9500	162	317		4
5/9/2008	45,240.00	2,601.30	HCL,20 DEGREE	9500	162	328		4
5/10/2008	45,400.00	2,610.50	HCL,20 DEGREE	9500	162	328		4
5/10/2008	45,700.00	2,627.75	HCL,20 DEGREE	9500	162	328		4
5/11/2008	45,200.00	2,599.00	HCL,20 DEGREE	9500	162	245		4
5/11/2008	45,380.00	2,609.35	HCL,20 DEGREE	9500	162	245		4
5/12/2008	45,120.00	2,594.40	HCL,20 DEGREE	9500	162	328		4
5/12/2008	45,120.00	2,594.40	HCL,20 DEGREE	9500	162	328		4
5/13/2008	44,620.00	2,565.65	HCL,20 DEGREE	9500	162	245		4
5/14/2008	45,260.00	2,602.45	HCL,20 DEGREE	9500	162	328		4

5/15/2008	45,280.00	2,603.60	HCL,20 DEGREE	9500	162	328	4
5/15/2008	45,280.00	2,603.60	HCL,20 DEGREE	9500	162	328	4
5/15/2008	27,860.00	1,532.30	HCL,22 DEGREE	9520	162	599	0
5/16/2008	45,000.00	2,587.50	HCL,20 DEGREE	9500	162	328	4
5/16/2008	43,680.00	2,402.40	HCL,22 DEGREE	9520	162	599	0
5/18/2008	45,479.00	2,615.04	HCL,20 DEGREE	9500	162	328	4
5/18/2008	45,479.00	4,104.48	HCL,22 DEGREE	9520	162	328	4
5/19/2008	45,400.00	2,610.50	HCL,20 DEGREE	9500	162	328	4
5/19/2008	44,680.00	2,457.40	HCL,22 DEGREE	9520	162	599	0
5/20/2008	45,540.00	2,618.55	HCL,20 DEGREE	9500	162	328	4
5/20/2008	45,500.00	2,616.25	HCL,20 DEGREE	9500	162	328	4
5/21/2008	45,320.00	2,605.90	HCL,20 DEGREE	9500	162	245	4
5/22/2008	45,360.00	2,608.20	HCL,20 DEGREE	9500	162	328	4
5/22/2008	45,260.00	2,602.45	HCL,20 DEGREE	9500	162	328	4
5/23/2008	30,720.00	1,689.60	HCL,22 DEGREE	9520	162	599	0
5/25/2008	44,360.00	2,439.80	HCL,22 DEGREE	9520	162	599	0
5/30/2008	46,320.00	2,663.40	HCL,20 DEGREE	9500	162	328	4
5/30/2008	37,760.00	2,076.80	HCL,22 DEGREE	9520	162	599	0
5/30/2008	38,120.00	2,096.60	HCL,22 DEGREE	9520	162	599	0
5/30/2008	38,140.00	2,097.70	HCL,22 DEGREE	9520	162	599	0
6/2/2008	45,420.00	2,498.10	HCL,22 DEGREE	9520	162	599	0
6/2/2008	43,340.00	2,383.70	HCL,22 DEGREE	9520	162	599	0
6/4/2008	-45,479.00	-4,104.48	HCL,22 DEGREE	9520	162	328	4
6/4/2008	46,320.00	2,547.60	HCL,22 DEGREE	9520	162	599	0
6/5/2008	43,280.00	2,380.40	HCL,22 DEGREE	9520	162	599	0
6/5/2008	43,320.00	2,382.60	HCL,22 DEGREE	9520	162	599	0
6/5/2008	43,280.00	2,380.40	HCL,22 DEGREE	9520	162	599	0
6/6/2008	45,500.00	2,502.50	HCL,22 DEGREE	9520	162	599	0
6/6/2008	38,560.00	2,120.80	HCL,22 DEGREE	9520	162	599	0
6/8/2008	45,700.00	2,513.50	HCL,22 DEGREE	9520	162	599	0
6/10/2008	45,280.00	2,490.40	HCL,22 DEGREE	9520	162	599	0
6/10/2008	45,600.00	2,508.00	HCL,22 DEGREE	9520	162	599	0
6/10/2008	45,440.00	2,499.20	HCL,22 DEGREE	9520	162	599	0
6/11/2008	45,520.00	2,617.40	HCL,20 DEGREE	9500	162	328	4

6/12/2008	45,340.00	2,607.05	HCL,20 DEGREE	9500	162	328	4
6/12/2008	45,400.00	2,610.50	HCL,20 DEGREE	9500	162	328	4
6/12/2008	37,980.00	2,088.90	HCL,22 DEGREE	9520	162	599	0
6/13/2008	38,240.00	2,103.20	HCL,22 DEGREE	9520	162	599	0
6/13/2008	38,240.00	2,103.20	HCL,22 DEGREE	9520	162	599	0
6/14/2008	44,620.00	2,565.65	HCL,20 DEGREE	9500	162	328	4
6/14/2008	41,040.00	2,257.20	HCL,22 DEGREE	9520	162	599	0
6/14/2008	41,100.00	2,260.50	HCL,22 DEGREE	9520	162	599	0
6/15/2008	41,000.00	2,255.00	HCL,22 DEGREE	9520	162	599	0
6/16/2008	39,560.00	2,175.80	HCL,22 DEGREE	9520	162	599	0
6/16/2008	39,560.00	2,175.80	HCL,22 DEGREE	9520	162	599	0
6/17/2008	45,920.00	2,640.40	HCL,20 DEGREE	9500	162	328	4
6/17/2008	45,520.00	2,503.60	HCL,22 DEGREE	9520	162	599	0
6/17/2008	45,660.00	2,511.30	HCL,22 DEGREE	9520	162	599	0
6/17/2008	45,380.00	2,495.90	HCL,22 DEGREE	9520	162	599	0
6/18/2008	45,460.00	2,613.95	HCL,20 DEGREE	9500	162	599	0
6/18/2008	38,200.00	2,101.00	HCL,22 DEGREE	9520	162	599	0
6/18/2008	45,340.00	2,493.70	HCL,22 DEGREE	9520	162	599	0
6/19/2008	46,420.00	2,669.15	HCL,20 DEGREE	9500	162	245	4
6/19/2008	45,400.00	2,610.50	HCL,20 DEGREE	9500	162	245	4
6/19/2008	45,480.00	2,615.10	HCL,20 DEGREE	9500	162	245	4
6/19/2008	45,420.00	2,611.65	HCL,20 DEGREE	9500	162	245	4
6/19/2008	46,420.00	2,669.15	HCL,20 DEGREE	9500	162	245	4
6/20/2008	45,080.00	2,704.80	HCL,22 DEGREE	9520	162	599	0
6/20/2008	45,340.00	2,720.40	HCL,22 DEGREE	9520	162	599	0
6/22/2008	46,480.00	2,788.80	HCL,22 DEGREE	9520	162	599	0
6/22/2008	44,880.00	2,692.80	HCL,22 DEGREE	9520	162	599	0
6/22/2008	44,840.00	2,690.40	HCL,22 DEGREE	9520	162	599	0
6/23/2008	32,680.00	1,960.80	HCL,22 DEGREE	9520	162	599	0
6/24/2008	-46,420.00	-2,669.15	HCL,20 DEGREE	9500	162	245	4
6/25/2008	46,120.00	2,767.20	HCL,22 DEGREE	9520	162	599	0
6/27/2008	46,340.00	2,664.55	HCL,20 DEGREE	9500	162	328	4
6/28/2008	47,260.00	2,835.60	HCL,22 DEGREE	9520	162	599	0
6/28/2008	41,400.00	2,484.00	HCL,22 DEGREE	9520	162	599	0

6/28/2008	38,260.00	2,295.60	HCL,22 DEGREE	9520	162	599	0
6/29/2008	45,400.00	2,610.50	HCL,20 DEGREE	9500	162	328	4
6/30/2008	46,060.00	2,763.60	HCL,22 DEGREE	9520	162	599	0
6/30/2008	38,300.00	2,298.00	HCL,22 DEGREE	9520	162	599	0
6/30/2008	41,700.00	2,502.00	HCL,22 DEGREE	9520	162	599	0
6/30/2008	41,640.00	2,498.40	HCL,22 DEGREE	9520	162	599	0
7/1/2008	45,620.00	2,623.15	HCL,20 DEGREE	9500	162	328	4
7/2/2008	45,680.00	2,626.60	HCL,20 DEGREE	9500	162	245	4
7/4/2008	45,440.00	2,612.80	HCL,20 DEGREE	9500	162	328	4
7/4/2008	45,500.00	2,730.00	HCL,22 DEGREE	9520	162	599	0
7/4/2008	45,980.00	2,758.80	HCL,22 DEGREE	9520	162	599	0
7/5/2008	45,480.00	2,615.10	HCL,20 DEGREE	9500	162	245	4
7/5/2008	34,560.00	2,073.60	HCL,22 DEGREE	9520	162	599	0
7/5/2008	35,640.00	2,138.40	HCL,22 DEGREE	9520	162	599	0
7/7/2008	45,740.00	2,630.05	HCL,20 DEGREE	9500	162	245	4
7/7/2008	46,080.00	2,880.00	HCL,20 DEGREE	9500	162	599	0
7/8/2008	45,600.00	2,622.00	HCL,20 DEGREE	9500	162	328	4
7/8/2008	45,520.00	2,617.40	HCL,20 DEGREE	9500	162	328	4
7/9/2008	45,580.00	2,620.85	HCL,20 DEGREE	9500	162	328	4
7/9/2008	45,640.00	2,624.30	HCL,20 DEGREE	9500	162	328	4
7/9/2008	30,060.00	1,803.60	HCL,22 DEGREE	9520	162	599	0
7/10/2008	45,080.00	2,704.80	HCL,22 DEGREE	9520	162	599	0
7/10/2008	29,960.00	1,797.60	HCL,22 DEGREE	9520	162	599	0
7/10/2008	29,800.00	1,788.00	HCL,22 DEGREE	9520	162	599	0
7/11/2008	46,140.00	2,883.75	HCL,20 DEGREE	9500	162	599	0
7/14/2008	46,140.00	2,883.75	HCL,20 DEGREE	9500	162	599	0
7/14/2008	43,940.00	2,636.40	HCL,22 DEGREE	9520	162	599	0
7/14/2008	42,480.00	2,548.80	HCL,22 DEGREE	9520	162	599	0
7/14/2008	46,760.00	2,805.60	HCL,22 DEGREE	9520	162	599	0
7/14/2008	44,080.00	2,644.80	HCL,22 DEGREE	9520	162	599	0
7/15/2008	38,380.00	2,302.80	HCL,22 DEGREE	9520	162	599	0
7/16/2008	49,280.00	2,833.60	HCL,20 DEGREE	9500	162	328	4
7/16/2008	45,280.00	2,716.80	HCL,22 DEGREE	9520	162	599	0
7/16/2008	44,760.00	2,685.60	HCL,22 DEGREE	9520	162	599	0

7/16/2008	45,240.00	2,714.40	HCL,22 DEGREE	9520	162	599	0
7/16/2008	45,160.00	2,709.60	HCL,22 DEGREE	9520	162	599	0
7/17/2008	43,080.00	2,477.10	HCL,20 DEGREE	9500	162	245	4
7/17/2008	24,715.00	1,482.90	HCL,22 DEGREE	9520	162	599	0
7/17/2008	25,000.00	1,500.00	HCL,22 DEGREE	9520	162	599	0
7/17/2008	24,760.00	1,485.60	HCL,22 DEGREE	9520	162	599	0
7/18/2008	45,480.00	2,615.10	HCL,20 DEGREE	9500	162	328	4
7/18/2008	45,620.00	2,623.15	HCL,20 DEGREE	9500	162	328	4
7/18/2008	45,340.00	2,607.05	HCL,20 DEGREE	9500	162	328	4
7/18/2008	38,240.00	2,294.40	HCL,22 DEGREE	9520	162	599	0
7/19/2008	45,340.00	2,607.05	HCL,20 DEGREE	9500	162	328	4
7/19/2008	38,420.00	2,305.20	HCL,22 DEGREE	9520	162	599	0
7/20/2008	46,060.00	2,878.75	HCL,20 DEGREE	9500	162	599	0
7/20/2008	45,480.00	2,615.10	HCL,20 DEGREE	9500	162	328	4
7/21/2008	35,820.00	1,432.80	HCL,15%,SOLUTION	9620	162	599	0
7/21/2008	45,500.00	2,616.25	HCL,20 DEGREE	9500	162	328	4
7/21/2008	39,360.00	2,361.60	HCL,22 DEGREE	9520	162	599	0
7/21/2008	39,340.00	2,360.40	HCL,22 DEGREE	9520	162	599	0
7/22/2008	45,520.00	2,617.40	HCL,20 DEGREE	9500	162	328	4
7/22/2008	46,220.00	2,657.65	HCL,20 DEGREE	9500	162	328	4
7/22/2008	46,300.00	2,893.75	HCL,20 DEGREE	9500	162	599	0
7/23/2008	-24,715.00	-1,482.90	HCL,22 DEGREE	9520	162	599	0
7/24/2008	45,420.00	2,611.65	HCL,20 DEGREE	9500	162	328	4
7/24/2008	45,460.00	2,613.95	HCL,20 DEGREE	9500	162	328	4
7/24/2008	46,240.00	2,890.00	HCL,20 DEGREE	9500	162	599	0
7/25/2008	45,480.00	2,615.10	HCL,20 DEGREE	9500	162	328	4
7/25/2008	41,880.00	2,512.80	HCL,22 DEGREE	9520	162	599	0
7/26/2008	45,540.00	2,618.55	HCL,20 DEGREE	9500	162	328	4
7/27/2008	45,520.00	2,617.40	HCL,20 DEGREE	9500	162	328	4
7/28/2008	-45,580.00	-2,620.85	HCL,20 DEGREE	9500	162	328	1
7/28/2008	46,440.00	2,902.50	HCL,20 DEGREE	9500	162	599	0
7/28/2008	38,180.00	2,290.80	HCL,22 DEGREE	9520	162	599	0
7/29/2008	45,540.00	2,618.55	HCL,20 DEGREE	9500	162	328	4
7/29/2008	25,360.00	1,521.60	HCL,22 DEGREE	9520	162	599	0

7/29/2008	25,000.00	1,500.00	HCL,22 DEGREE	9520	162	599	0
7/29/2008	46,740.00	2,804.40	HCL,22 DEGREE	9520	162	599	0
7/29/2008	37,200.00	2,232.00	HCL,22 DEGREE	9520	162	599	0
7/30/2008	42,620.00	2,557.20	HCL,22 DEGREE	9520	162	599	0
7/30/2008	42,500.00	2,550.00	HCL,22 DEGREE	9520	162	599	0
7/30/2008	42,580.00	2,554.80	HCL,22 DEGREE	9520	162	599	0
8/1/2008	25,020.00	1,501.20	HCL,22 DEGREE	9520	162	599	0
8/1/2008	24,920.00	1,495.20	HCL,22 DEGREE	9520	162	599	0
8/1/2008	25,080.00	1,504.80	HCL,22 DEGREE	9520	162	599	0
8/1/2008	25,060.00	1,503.60	HCL,22 DEGREE	9520	162	599	0
8/2/2008	41,960.00	2,517.60	HCL,22 DEGREE	9520	162	599	0
8/5/2008	44,500.00	1,780.00	HCL,15%,SOLUTION	9620	162	599	0
8/5/2008	44,240.00	1,769.60	HCL,15%,SOLUTION	9620	162	599	0
8/6/2008	44,420.00	2,554.15	HCL,20 DEGREE	9500	162	245	4
8/6/2008	46,280.00	2,892.50	HCL,20 DEGREE	9500	162	599	0
8/6/2008	46,260.00	2,891.25	HCL,20 DEGREE	9500	162	599	0
8/6/2008	25,200.00	1,512.00	HCL,22 DEGREE	9520	162	599	0
8/6/2008	25,080.00	1,504.80	HCL,22 DEGREE	9520	162	599	0
8/8/2008	45,380.00	2,609.35	HCL,20 DEGREE	9500	162	328	4
8/8/2008	45,440.00	2,612.80	HCL,20 DEGREE	9500	162	245	4
8/8/2008	34,000.00	2,040.00	HCL,22 DEGREE	9520	162	599	0
8/9/2008	45,340.00	2,607.05	HCL,20 DEGREE	9500	162	328	4
8/10/2008	45,340.00	2,607.05	HCL,20 DEGREE	9500	162	328	4
8/10/2008	44,740.00	2,572.55	HCL,20 DEGREE	9500	162	245	4
8/10/2008	45,280.00	2,603.60	HCL,20 DEGREE	9500	162	328	4
8/11/2008	45,500.00	2,616.25	HCL,20 DEGREE	9500	162	245	4
8/11/2008	34,400.00	2,064.00	HCL,22 DEGREE	9520	162	599	0
8/12/2008	45,300.00	2,604.75	HCL,20 DEGREE	9500	162	328	4
8/12/2008	46,240.00	2,890.00	HCL,20 DEGREE	9500	162	599	0
8/12/2008	36,320.00	2,179.20	HCL,22 DEGREE	9520	162	599	0
8/13/2008	46,860.00	2,811.60	HCL,22 DEGREE	9520	162	599	0
8/13/2008	46,900.00	2,814.00	HCL,22 DEGREE	9520	162	599	0
8/13/2008	46,440.00	2,786.40	HCL,22 DEGREE	9520	162	599	0
8/13/2008	46,960.00	2,817.60	HCL,22 DEGREE	9520	162	599	0

8/14/2008	46,900.00	2,814.00	HCL,22 DEGREE	9520	162	599	0
8/14/2008	24,540.00	1,472.40	HCL,22 DEGREE	9520	162	599	0
8/14/2008	46,820.00	2,809.20	HCL,22 DEGREE	9520	162	599	0
8/14/2008	24,400.00	1,464.00	HCL,22 DEGREE	9520	162	599	0
8/14/2008	47,100.00	2,826.00	HCL,22 DEGREE	9520	162	599	0
8/15/2008	34,580.00	2,074.80	HCL,22 DEGREE	9520	162	599	0
8/16/2008	42,520.00	2,444.90	HCL,20 DEGREE	9500	162	245	4
8/17/2008	44,340.00	2,549.55	HCL,20 DEGREE	9500	162	245	4
8/17/2008	44,380.00	2,551.85	HCL,20 DEGREE	9500	162	245	4
8/18/2008	42,460.00	2,441.45	HCL,20 DEGREE	9500	162	245	4
8/18/2008	44,420.00	2,554.15	HCL,20 DEGREE	9500	162	245	4
8/18/2008	44,560.00	2,562.20	HCL,20 DEGREE	9500	162	245	4
8/18/2008	45,340.00	2,833.75	HCL,20 DEGREE	9500	162	599	0
8/18/2008	44,640.00	2,678.40	HCL,22 DEGREE	9520	162	599	0
8/18/2008	36,220.00	2,173.20	HCL,22 DEGREE	9520	162	599	0
8/18/2008	36,340.00	2,180.40	HCL,22 DEGREE	9520	162	599	0
8/18/2008	24,500.00	1,470.00	HCL,22 DEGREE	9520	162	599	0
8/19/2008	45,060.00	2,590.95	HCL,20 DEGREE	9500	162	245	4
8/19/2008	44,880.00	2,580.60	HCL,20 DEGREE	9500	162	245	4
8/19/2008	25,240.00	1,514.40	HCL,22 DEGREE	9520	162	599	0
8/19/2008	45,660.00	2,739.60	HCL,22 DEGREE	9520	162	599	0
8/19/2008	46,180.00	2,770.80	HCL,22 DEGREE	9520	162	599	0
8/19/2008	45,540.00	2,732.40	HCL,22 DEGREE	9520	162	599	0
8/20/2008	48,180.00	2,770.35	HCL,20 DEGREE	9500	162	328	4
8/20/2008	36,340.00	2,180.40	HCL,22 DEGREE	9520	162	599	0
8/20/2008	36,240.00	2,174.40	HCL,22 DEGREE	9520	162	599	0
8/20/2008	47,060.00	2,823.60	HCL,22 DEGREE	9520	162	599	0
8/21/2008	46,000.00	2,875.00	HCL,20 DEGREE	9500	162	599	0
8/22/2008	36,120.00	1,444.80	HCL,15%,SOLUTION	9620	162	599	0
8/22/2008	36,120.00	1,444.80	HCL,15%,SOLUTION	9620	162	599	0
8/22/2008	28,880.00	1,732.80	HCL,22 DEGREE	9520	162	599	0
8/23/2008	36,160.00	1,446.40	HCL,15%,SOLUTION	9620	162	599	0
8/23/2008	45,000.00	2,700.00	HCL,22 DEGREE	9520	162	599	0
8/23/2008	46,140.00	2,768.40	HCL,22 DEGREE	9520	162	599	0

8/24/2008	45,220.00	2,600.15	HCL,20 DEGREE	9500	162	245	4
8/24/2008	46,160.00	2,885.00	HCL,20 DEGREE	9500	162	599	0
8/24/2008	41,760.00	2,505.60	HCL,22 DEGREE	9520	162	599	0
8/25/2008	45,400.00	2,610.50	HCL,20 DEGREE	9500	162	245	4
8/25/2008	45,280.00	2,603.60	HCL,20 DEGREE	9500	162	245	4
8/25/2008	46,580.00	2,794.80	HCL,22 DEGREE	9520	162	599	0
8/26/2008	45,440.00	2,612.80	HCL,20 DEGREE	9500	162	245	4
8/26/2008	41,860.00	2,406.95	HCL,20 DEGREE	9500	162	245	4
8/26/2008	-46,860.00	-2,811.60	HCL,22 DEGREE	9520	162	599	0
8/26/2008	26,200.00	1,572.00	HCL,22 DEGREE	9520	162	599	0
8/28/2008	41,400.00	2,380.50	HCL,20 DEGREE	9500	162	245	4
8/28/2008	46,220.00	2,888.75	HCL,20 DEGREE	9500	162	599	0
8/28/2008	32,660.00	1,959.60	HCL,22 DEGREE	9520	162	599	0
8/28/2008	32,720.00	1,963.20	HCL,22 DEGREE	9520	162	599	0
8/28/2008	45,900.00	2,754.00	HCL,22 DEGREE	9520	162	599	0
8/28/2008	45,940.00	2,756.40	HCL,22 DEGREE	9520	162	599	0
8/29/2008	46,200.00	2,887.50	HCL,20 DEGREE	9500	162	599	0
8/30/2008	46,440.00	2,786.40	HCL,22 DEGREE	9520	162	599	0
8/31/2008	41,620.00	2,393.15	HCL,20 DEGREE	9500	162	245	4
8/31/2008	45,740.00	2,744.40	HCL,22 DEGREE	9520	162	599	0
9/1/2008	44,720.00	2,236.00	HCL,15%,SOLUTION	9620	162	599	0
9/1/2008	44,420.00	2,554.15	HCL,20 DEGREE	9500	162	245	4
9/1/2008	46,000.00	3,220.00	HCL,22 DEGREE	9520	162	599	0
9/1/2008	45,660.00	3,196.20	HCL,22 DEGREE	9520	162	599	0
9/2/2008	44,200.00	2,541.50	HCL,20 DEGREE	9500	162	245	4
9/2/2008	44,440.00	2,555.30	HCL,20 DEGREE	9500	162	245	4
9/2/2008	44,420.00	2,554.15	HCL,20 DEGREE	9500	162	245	4
9/3/2008	43,700.00	2,512.75	HCL,20 DEGREE	9500	162	245	4
9/4/2008	41,660.00	2,395.45	HCL,20 DEGREE	9500	162	245	4
9/4/2008	46,540.00	2,862.21	HCL,20 DEGREE	9500	162	317	4
9/4/2008	44,480.00	2,557.60	HCL,20 DEGREE	9500	162	245	4
9/5/2008	46,680.00	3,104.22	HCL,22 DEGREE	9520	162	317	4
9/6/2008	44,960.00	2,585.20	HCL,20 DEGREE	9500	162	245	4
9/7/2008	45,220.00	2,600.15	HCL,20 DEGREE	9500	162	245	4

9/7/2008	41,960.00	2,412.70	HCL,20 DEGREE	9500	162	245		4
9/7/2008	40,660.00	2,337.95	HCL,20 DEGREE	9500	162	245		4
9/9/2008	45,260.00	2,602.45	HCL,20 DEGREE	9500	162	245		4
9/9/2008	46,040.00	3,061.66	HCL,22 DEGREE	9520	162	317		4
9/9/2008	46,020.00	3,451.50	HCL,22 DEGREE	9520	162	245		1
9/9/2008	46,020.00	3,451.50	HCL,22 DEGREE	9520	162	317		4
9/10/2008	45,080.00	2,592.10	HCL,20 DEGREE	9500	162	245		4
9/10/2008	44,540.00	2,561.05	HCL,20 DEGREE	9500	162	245		4
9/10/2008	42,080.00	2,419.60	HCL,20 DEGREE	9500	162	245		4
9/10/2008	44,660.00	2,567.95	HCL,20 DEGREE	9500	162	245		4
9/11/2008	39,967.00	2,298.10	HCL,20 DEGREE	9500	162	245		4
9/11/2008	44,560.00	2,562.20	HCL,20 DEGREE	9500	162	245		4
9/11/2008	44,580.00	2,563.35	HCL,20 DEGREE	9500	162	245		4
9/12/2008	44,440.00	2,555.30	HCL,20 DEGREE	9500	162	245		4
9/13/2008	44,040.00	2,202.00	HCL,15%,SOLUTION	9620	162	599		0
9/13/2008	41,820.00	2,404.65	HCL,20 DEGREE	9500	162	245		4
9/13/2008	44,340.00	2,549.55	HCL,20 DEGREE	9500	162	245		4
9/14/2008	44,640.00	2,566.80	HCL,20 DEGREE	9500	162	245		4
9/15/2008	44,800.00	2,240.00	HCL,15%,SOLUTION	9620	162	599		0
9/15/2008	43,520.00	2,502.40	HCL,20 DEGREE	9500	162	245		4
9/15/2008	42,080.00	2,419.60	HCL,20 DEGREE	9500	162	245		4
9/16/2008	41,980.00	2,413.85	HCL,20 DEGREE	9500	162	245		4
9/16/2008	44,520.00	0	HCL,20 DEGREE	9500	162	328		4
9/16/2008	44,520.00	2,559.90	HCL,20 DEGREE	9500	162	328		4
9/16/2008	46,100.00	3,227.00	HCL,22 DEGREE	9520	162	599		0
9/17/2008	44,720.00	2,571.40	HCL,20 DEGREE	9500	162	245		4
9/18/2008	45,560.00	2,619.70	HCL,20 DEGREE	9500	162	364		4
9/18/2008	44,760.00	2,573.70	HCL,20 DEGREE	9500	162	328		4
9/18/2008	-46,020.00	-3,451.50	HCL,22 DEGREE	9520	162	245		1
9/19/2008	42,500.00	2,125.00	HCL,15%,SOLUTION	9620	162	599		0
9/19/2008	44,720.00	2,571.40	HCL,20 DEGREE	9500	162	328		4
9/19/2008	44,520.00	0	HCL,20 DEGREE	9500	162	245		4
9/19/2008	43,940.00	2,526.55	HCL,20 DEGREE	9500	162	245		4
9/19/2008	44,520.00	2,559.90	HCL,20 DEGREE	9500	162	245		4

9/19/2008	44,080.00	2,534.60	HCL,20 DEGREE	9500	162	245		4
9/20/2008	30,580.00	2,140.60	HCL,22 DEGREE	9520	162	599		0
9/21/2008	45,040.00	2,589.80	HCL,20 DEGREE	9500	162	245		4
9/21/2008	45,160.00	0	HCL,20 DEGREE	9500	162	245		4
9/21/2008	45,160.00	2,596.70	HCL,20 DEGREE	9500	162	245		4
9/22/2008	47,100.00	3,815.10	HCL,20 DEGREE	9500	162	245		4
9/22/2008	44,460.00	2,556.45	HCL,20 DEGREE	9500	162	245		4
9/22/2008	44,560.00	2,562.20	HCL,20 DEGREE	9500	162	328		4
9/22/2008	28,940.00	2,025.80	HCL,22 DEGREE	9520	162	599		0
9/23/2008	44,500.00	2,558.75	HCL,20 DEGREE	9500	162	328		4
9/23/2008	28,900.00	2,023.00	HCL,22 DEGREE	9520	162	599		0
9/23/2008	29,120.00	2,038.40	HCL,22 DEGREE	9520	162	599		0
9/23/2008	28,900.00	2,023.00	HCL,22 DEGREE	9520	162	599		0
9/24/2008	43,760.00	2,188.00	HCL,15%,SOLUTION	9620	162	599		0
9/24/2008	-44,520.00	0	HCL,20 DEGREE	9500	162	328		4
9/25/2008	43,900.00	2,195.00	HCL,15%,SOLUTION	9620	162	599		0
9/25/2008	44,700.00	3,911.25	HCL,20 DEGREE	9500	162	364		4
9/25/2008	42,440.00	0	HCL,20%,SOLUTION	9591	162	599		0
9/25/2008	45,820.00	3,207.40	HCL,22 DEGREE	9520	162	599		0
9/26/2008	43,720.00	2,186.00	HCL,15%,SOLUTION	9620	162	599		0
9/26/2008	41,500.00	2,386.25	HCL,20 DEGREE	9500	162	364		4
9/27/2008	44,200.00	2,210.00	HCL,15%,SOLUTION	9620	162	599		0
9/27/2008	44,740.00	3,243.65	HCL,20 DEGREE	9500	162	599		0
9/29/2008	41,480.00	2,074.00	HCL,15%,SOLUTION	9620	162	599		0
9/29/2008	44,960.00	2,585.20	HCL,20 DEGREE	9500	162	245		4
9/29/2008	44,940.00	2,584.05	HCL,20 DEGREE	9500	162	328		4
9/30/2008	45,040.00	2,252.00	HCL,15%,SOLUTION	9620	162	599		0
10/1/2008	-42,440.00	0	HCL,20%,SOLUTION	9591	162	599		3
10/1/2008	42,440.00	3,183.00	HCL,20%,SOLUTION	9591	162	599		0
10/2/2008	-39,967.00	-2,298.10	HCL,20 DEGREE	9500	162	245		4
10/2/2008	-45,160.00	0	HCL,20 DEGREE	9500	162	317		4
10/2/2008	-44,520.00	0	HCL,20 DEGREE	9500	162	317		4
10/9/2008	-44,200.00	-2,541.50	HCL,20 DEGREE	9500	162	245		4
10/15/2008	41,480.00	2,385.10	HCL,20 DEGREE	9500	162	245		4

10/17/2008	44,680.00	2,569.10	HCL,20 DEGREE	9500	162	245		4
10/18/2008	42,020.00	2,416.15	HCL,20 DEGREE	9500	162	328		4
10/18/2008	44,900.00	2,581.75	HCL,20 DEGREE	9500	162	245		4
10/19/2008	44,780.00	2,574.85	HCL,20 DEGREE	9500	162	245		4
10/20/2008	44,660.00	2,567.95	HCL,20 DEGREE	9500	162	245		4
10/21/2008	47,480.00	2,730.10	HCL,20 DEGREE	9500	162	328		4
10/21/2008	45,140.00	2,595.55	HCL,20 DEGREE	9500	162	245		4
10/21/2008	46,580.00	2,678.35	HCL,20 DEGREE	9500	162	245		4
10/22/2008	45,380.00	2,609.35	HCL,20 DEGREE	9500	162	245		4
10/23/2008	46,280.00	2,661.10	HCL,20 DEGREE	9500	162	245		4
10/24/2008	42,480.00	2,442.60	HCL,20 DEGREE	9500	162	599		4
10/24/2008	42,480.00	2,442.60	HCL,20 DEGREE	9500	162	328		4
10/26/2008	44,980.00	2,586.35	HCL,20 DEGREE	9500	162	328		4
10/26/2008	42,320.00	2,433.40	HCL,20 DEGREE	9500	162	245		4
10/26/2008	46,400.00	2,668.00	HCL,20 DEGREE	9500	162	245		4
10/27/2008	46,160.00	2,654.20	HCL,20 DEGREE	9500	162	245		4
10/28/2008	44,680.00	2,569.10	HCL,20 DEGREE	9500	162	245		4
10/29/2008	44,500.00	2,558.75	HCL,20 DEGREE	9500	162	245		4
10/29/2008	41,560.00	2,389.70	HCL,20 DEGREE	9500	162	245		4
10/31/2008	43,300.00	2,489.75	HCL,20 DEGREE	9500	162	245		4
10/31/2008	41,400.00	2,380.50	HCL,20 DEGREE	9500	162	245		4
10/31/2008	43,330.00	2,491.48	HCL,20 DEGREE	9500	162	245		4
11/1/2008	43,560.00	2,504.70	HCL,20 DEGREE	9500	162	245		4
11/2/2008	43,480.00	2,500.10	HCL,20 DEGREE	9500	162	245		4
11/3/2008	44,320.00	2,548.40	HCL,20 DEGREE	9500	162	245		4
11/3/2008	41,140.00	2,365.55	HCL,20 DEGREE	9500	162	245		4
11/5/2008	44,480.00	2,557.60	HCL,20 DEGREE	9500	162	328		4
11/5/2008	44,540.00	2,561.05	HCL,20 DEGREE	9500	162	245		4
11/6/2008	44,600.00	2,564.50	HCL,20 DEGREE	9500	162	245		4
11/7/2008	44,460.00	2,556.45	HCL,20 DEGREE	9500	162	245		4
11/7/2008	41,580.00	2,390.85	HCL,20 DEGREE	9500	162	328		4
11/8/2008	44,420.00	2,554.15	HCL,20 DEGREE	9500	162	245		4
11/8/2008	40,280.00	2,316.10	HCL,20 DEGREE	9500	162	245		4
11/9/2008	44,420.00	2,554.15	HCL,20 DEGREE	9500	162	245		4

11/10/2008	43,980.00	2,528.85	HCL,20 DEGREE	9500	162	245	4
11/10/2008	43,740.00	2,515.05	HCL,20 DEGREE	9500	162	245	4
11/10/2008	41,064.00	2,361.18	HCL,20 DEGREE	9500	162	245	4
11/11/2008	-41,960.00	-2,412.70	HCL,20 DEGREE	9500	162	317	4
11/11/2008	-43,300.00	-2,489.75	HCL,20 DEGREE	9500	162	245	4
11/11/2008	44,620.00	2,565.65	HCL,20 DEGREE	9500	162	245	4
11/11/2008	44,120.00	2,536.90	HCL,20 DEGREE	9500	162	245	4
11/11/2008	44,440.00	2,955.26	HCL,22 DEGREE	9520	162	317	4
11/12/2008	43,980.00	2,528.85	HCL,20 DEGREE	9500	162	245	4
11/13/2008	44,060.00	2,533.45	HCL,20 DEGREE	9500	162	245	4
11/13/2008	45,220.00	2,306.22	HCL,22 DEGREE	9520	162	245	4
11/14/2008	44,440.00	2,555.30	HCL,20 DEGREE	9500	162	245	4
11/15/2008	44,500.00	2,558.75	HCL,20 DEGREE	9500	162	317	4
11/15/2008	44,320.00	2,548.40	HCL,20 DEGREE	9500	162	317	4
11/16/2008	44,400.00	2,553.00	HCL,20 DEGREE	9500	162	245	4
11/17/2008	44,300.00	2,547.25	HCL,20 DEGREE	9500	162	328	4
11/17/2008	44,560.00	2,562.20	HCL,20 DEGREE	9500	162	245	4
11/17/2008	44,500.00	2,558.75	HCL,20 DEGREE	9500	162	245	4
11/17/2008	44,800.00	2,576.00	HCL,20 DEGREE	9500	162	328	4
11/18/2008	43,660.00	2,510.45	HCL,20 DEGREE	9500	162	245	4
11/18/2008	45,160.00	3,951.50	HCL,20 DEGREE	9500	162	317	4
11/19/2008	41,500.00	2,386.25	HCL,20 DEGREE	9500	162	317	4
11/19/2008	42,660.00	2,452.95	HCL,20 DEGREE	9500	162	328	4
11/19/2008	44,340.00	2,549.55	HCL,20 DEGREE	9500	162	245	4
11/20/2008	-42,480.00	-2,442.60	HCL,20 DEGREE	9500	162	599	4
11/20/2008	45,020.00	2,588.65	HCL,20 DEGREE	9500	162	245	4
11/20/2008	41,600.00	2,392.00	HCL,20 DEGREE	9500	162	328	4
11/20/2008	44,920.00	2,987.18	HCL,22 DEGREE	9520	162	317	4
11/21/2008	40,980.00	2,356.35	HCL,20 DEGREE	9500	162	245	4
11/22/2008	43,360.00	2,493.20	HCL,20 DEGREE	9500	162	245	4
11/22/2008	41,540.00	2,388.55	HCL,20 DEGREE	9500	162	317	4
11/24/2008	46,760.00	2,688.70	HCL,20 DEGREE	9500	162	245	4
11/24/2008	43,380.00	2,494.35	HCL,20 DEGREE	9500	162	328	4
11/24/2008	47,000.00	3,525.00	HCL,22 DEGREE	9520	162	317	4

11/25/2008	44,040.00	2,532.30	HCL,20 DEGREE	9500	162	245	4
11/25/2008	42,840.00	2,463.30	HCL,20 DEGREE	9500	162	317	4
11/26/2008	44,780.00	2,574.85	HCL,20 DEGREE	9500	162	245	4
11/26/2008	41,800.00	2,403.50	HCL,20 DEGREE	9500	162	328	4
11/28/2008	44,740.00	2,572.55	HCL,20 DEGREE	9500	162	245	4
11/28/2008	44,740.00	2,572.55	HCL,20 DEGREE	9500	162	328	4
11/28/2008	44,360.00	2,550.70	HCL,20 DEGREE	9500	162	317	4
11/28/2008	41,880.00	2,408.10	HCL,20 DEGREE	9500	162	317	4
12/1/2008	-44,300.00	-2,547.25	HCL,20 DEGREE	9500	162	328	4
12/3/2008	44,560.00	2,562.20	HCL,20 DEGREE	9500	162	317	4
12/3/2008	45,300.00	2,604.75	HCL,20 DEGREE	9500	162	245	4
12/6/2008	42,220.00	2,427.65	HCL,20 DEGREE	9500	162	328	4
12/8/2008	44,800.00	2,576.00	HCL,20 DEGREE	9500	162	317	4
12/8/2008	41,740.00	2,400.05	HCL,20 DEGREE	9500	162	328	4
12/9/2008	44,600.00	2,564.50	HCL,20 DEGREE	9500	162	317	4
12/15/2008	44,760.00	2,573.70	HCL,20 DEGREE	9500	162	245	4
12/19/2008	15,160.00	1,478.10	HCL,20 DEGREE	9500	162	245	4
12/22/2008	44,620.00	2,565.65	HCL,20 DEGREE	9500	162	245	4
12/26/2008	13,320.00	1,298.70	HCL,20 DEGREE	9500	162	245	4
12/29/2008	14,240.00	1,388.40	HCL,20 DEGREE	9500	162	245	4
1/6/2009	41,020.00	3,486.70	HCL,20 DEGREE	9500	162	317	4
1/9/2009	44,120.00	3,750.20	HCL,20 DEGREE	9500	162	245	4
1/9/2009	45,820.00	3,665.60	HCL,22 DEGREE	9520	162	599	0
1/9/2009	45,100.00	3,608.00	HCL,22 DEGREE	9520	162	599	0
1/9/2009	46,160.00	3,692.80	HCL,22 DEGREE	9520	162	599	0
1/9/2009	46,400.00	3,712.00	HCL,22 DEGREE	9520	162	599	0
1/9/2009	46,100.00	3,688.00	HCL,22 DEGREE	9520	162	599	0
1/10/2009	43,120.00	0	HCL,15%,SOLUTION	9620	162	599	0
1/10/2009	43,120.00	2,587.20	HCL,15%,SOLUTION	9620	162	599	0
1/10/2009	45,920.00	3,788.40	HCL,20 DEGREE	9500	162	599	0
1/12/2009	46,860.00	3,748.80	HCL,22 DEGREE	9520	162	599	0
1/13/2009	44,200.00	2,652.00	HCL,15%,SOLUTION	9620	162	599	0
1/13/2009	43,120.00	3,557.40	HCL,20 DEGREE	9500	162	599	0
1/13/2009	44,260.00	3,540.80	HCL,22 DEGREE	9520	162	599	0

1/15/2009	42,300.00	2,538.00	HCL,15%,SOLUTION	9620	162	599	0
1/15/2009	30,780.00	1,846.80	HCL,15%,SOLUTION	9620	162	599	0
1/16/2009	-43,120.00	0	HCL,15%,SOLUTION	9620	162	599	0
1/19/2009	42,320.00	2,539.20	HCL,15%,SOLUTION	9620	162	599	0
1/19/2009	44,040.00	2,642.40	HCL,15%,SOLUTION	9620	162	599	0
1/19/2009	14,820.00	1,444.95	HCL,20 DEGREE	9500	162	245	4
1/20/2009	46,000.00	3,680.00	HCL,22 DEGREE	9520	162	599	0
1/20/2009	45,960.00	3,676.80	HCL,22 DEGREE	9520	162	599	0
1/21/2009	46,380.00	3,826.35	HCL,20 DEGREE	9500	162	599	0
1/22/2009	26,800.00	1,608.00	HCL,15%,SOLUTION	9620	162	599	0
1/23/2009	42,500.00	2,550.00	HCL,15%,SOLUTION	9620	162	599	0
1/23/2009	44,580.00	3,677.85	HCL,20 DEGREE	9500	162	599	0
1/23/2009	45,980.00	3,793.35	HCL,20 DEGREE	9500	162	599	0
1/24/2009	46,420.00	3,713.60	HCL,22 DEGREE	9520	162	599	0
1/26/2009	46,700.00	3,852.75	HCL,20 DEGREE	9500	162	599	0
1/28/2009	36,460.00	2,187.60	HCL,15%,SOLUTION	9620	162	599	0
1/29/2009	46,760.00	3,857.70	HCL,20 DEGREE	9500	162	599	0
1/29/2009	46,480.00	3,718.40	HCL,22 DEGREE	9520	162	599	0
1/30/2009	45,880.00	3,670.40	HCL,22 DEGREE	9520	162	599	0
1/31/2009	45,540.00	3,757.05	HCL,20 DEGREE	9500	162	599	0
1/31/2009	45,120.00	3,609.60	HCL,22 DEGREE	9520	162	599	0
2/2/2009	42,880.00	2,358.40	HCL,15%,SOLUTION	9620	162	599	0
2/2/2009	45,040.00	3,490.60	HCL,20 DEGREE	9500	162	599	0
2/2/2009	44,780.00	3,358.50	HCL,22 DEGREE	9520	162	599	0
2/2/2009	44,440.00	3,333.00	HCL,22 DEGREE	9520	162	599	0
2/3/2009	45,440.00	3,521.60	HCL,20 DEGREE	9500	162	599	0
2/4/2009	26,240.00	1,968.00	HCL,22 DEGREE	9520	162	599	0
2/4/2009	46,380.00	3,478.50	HCL,22 DEGREE	9520	162	599	0
2/4/2009	46,980.00	3,523.50	HCL,22 DEGREE	9520	162	599	0
2/4/2009	48,920.00	3,669.00	HCL,22 DEGREE	9520	162	599	0
2/5/2009	36,380.00	2,000.90	HCL,15%,SOLUTION	9620	162	599	0
2/6/2009	46,820.00	3,511.50	HCL,22 DEGREE	9520	162	599	0
2/6/2009	46,600.00	3,495.00	HCL,22 DEGREE	9520	162	599	0
2/7/2009	45,880.00	3,441.00	HCL,22 DEGREE	9520	162	599	0

2/9/2009	31,640.00	1,740.20	HCL,15%,SOLUTION	9620	162	599	0
2/9/2009	31,760.00	1,746.80	HCL,15%,SOLUTION	9620	162	599	0
2/9/2009	46,600.00	3,611.50	HCL,20 DEGREE	9500	162	599	0
2/9/2009	46,640.00	3,498.00	HCL,22 DEGREE	9520	162	599	0
2/10/2009	14,520.00	1,415.70	HCL,20 DEGREE	9500	162	245	4
2/12/2009	45,880.00	3,441.00	HCL,22 DEGREE	9520	162	599	0
2/13/2009	45,160.00	3,499.90	HCL,20 DEGREE	9500	162	599	0
2/13/2009	45,640.00	3,423.00	HCL,22 DEGREE	9520	162	599	0
2/15/2009	35,800.00	1,969.00	HCL,15%,SOLUTION	9620	162	599	0
2/15/2009	35,100.00	1,930.50	HCL,15%,SOLUTION	9620	162	599	0
2/16/2009	35,060.00	1,928.30	HCL,15%,SOLUTION	9620	162	599	0
2/16/2009	35,820.00	1,970.10	HCL,15%,SOLUTION	9620	162	599	0
2/17/2009	34,960.00	1,922.80	HCL,15%,SOLUTION	9620	162	599	0
2/17/2009	35,420.00	1,948.10	HCL,15%,SOLUTION	9620	162	599	0
2/17/2009	45,640.00	3,537.10	HCL,20 DEGREE	9500	162	599	0
2/17/2009	14,180.00	1,382.55	HCL,20 DEGREE	9500	162	245	4
2/18/2009	35,940.00	1,976.70	HCL,15%,SOLUTION	9620	162	599	0
2/18/2009	35,680.00	1,962.40	HCL,15%,SOLUTION	9620	162	599	0
2/18/2009	36,500.00	2,007.50	HCL,15%,SOLUTION	9620	162	599	0
2/20/2009	44,840.00	3,475.10	HCL,20 DEGREE	9500	162	599	0
2/22/2009	35,560.00	1,955.80	HCL,15%,SOLUTION	9620	162	599	0
2/22/2009	4,060.00	304.5	HCL,22 DEGREE	9520	162	599	0
2/23/2009	35,700.00	1,963.50	HCL,15%,SOLUTION	9620	162	599	0
2/23/2009	35,560.00	1,955.80	HCL,15%,SOLUTION	9620	162	599	0
2/23/2009	35,680.00	2,676.00	HCL,22 DEGREE	9520	162	599	0
2/24/2009	45,740.00	3,430.50	HCL,22 DEGREE	9520	162	599	0
2/24/2009	1,120.00	84	HCL,22 DEGREE	9520	162	599	0
2/25/2009	35,580.00	1,956.90	HCL,15%,SOLUTION	9620	162	599	0
2/25/2009	45,580.00	3,532.45	HCL,20 DEGREE	9500	162	599	0
2/25/2009	2,360.00	177	HCL,22 DEGREE	9520	162	599	0
2/26/2009	36,120.00	1,986.60	HCL,15%,SOLUTION	9620	162	599	0
2/26/2009	14,620.00	804.1	HCL,15%,SOLUTION	9620	162	599	0
2/26/2009	45,360.00	3,515.40	HCL,20 DEGREE	9500	162	599	0
2/27/2009	45,640.00	3,537.10	HCL,20 DEGREE	9500	162	599	0

2/28/2009	40,520.00	2,228.60	HCL,15%,SOLUTION	9620	162	599	0
2/28/2009	40,460.00	2,225.30	HCL,15%,SOLUTION	9620	162	599	0
2/28/2009	44,700.00	3,352.50	HCL,22 DEGREE	9520	162	599	0
3/2/2009	45,160.00	2,483.80	HCL,15%,SOLUTION	9620	162	599	0
3/2/2009	36,020.00	1,981.10	HCL,15%,SOLUTION	9620	162	599	0
3/2/2009	36,240.00	1,993.20	HCL,15%,SOLUTION	9620	162	599	0
3/2/2009	35,860.00	1,972.30	HCL,15%,SOLUTION	9620	162	599	0
3/3/2009	41,200.00	2,266.00	HCL,15%,SOLUTION	9620	162	599	0
3/3/2009	41,240.00	2,268.20	HCL,15%,SOLUTION	9620	162	599	0
3/3/2009	41,560.00	2,285.80	HCL,15%,SOLUTION	9620	162	599	0
3/4/2009	36,160.00	1,988.80	HCL,15%,SOLUTION	9620	162	599	0
3/4/2009	35,480.00	1,951.40	HCL,15%,SOLUTION	9620	162	599	0
3/4/2009	35,940.00	1,976.70	HCL,15%,SOLUTION	9620	162	599	0
3/4/2009	45,700.00	3,541.75	HCL,20 DEGREE	9500	162	599	0
3/4/2009	9,480.00	711	HCL,22 DEGREE	9520	162	599	0
3/5/2009	40,040.00	2,202.20	HCL,15%,SOLUTION	9620	162	599	0
3/6/2009	35,500.00	1,952.50	HCL,15%,SOLUTION	9620	162	599	0
3/7/2009	40,440.00	2,224.20	HCL,15%,SOLUTION	9620	162	599	0
3/8/2009	36,360.00	1,999.80	HCL,15%,SOLUTION	9620	162	599	0
3/8/2009	36,440.00	2,004.20	HCL,15%,SOLUTION	9620	162	599	0
3/9/2009	36,960.00	2,032.80	HCL,15%,SOLUTION	9620	162	599	0
3/9/2009	36,320.00	1,997.60	HCL,15%,SOLUTION	9620	162	599	0
3/9/2009	40,820.00	2,245.10	HCL,15%,SOLUTION	9620	162	599	0
3/10/2009	36,440.00	2,004.20	HCL,15%,SOLUTION	9620	162	599	0
3/10/2009	40,840.00	2,246.20	HCL,15%,SOLUTION	9620	162	599	0
3/10/2009	36,580.00	2,011.90	HCL,15%,SOLUTION	9620	162	599	0
3/11/2009	35,800.00	1,969.00	HCL,15%,SOLUTION	9620	162	599	0
3/11/2009	192,046.00	16,804.03	HCL,20 DEGREE	9500	162	197	4
3/11/2009	188,040.00	16,453.50	HCL,20 DEGREE	9500	162	197	4
3/11/2009	191,820.00	16,784.25	HCL,22 DEGREE	9520	162	197	4
3/11/2009	195,984.00	17,148.60	HCL,22 DEGREE	9520	162	197	4
3/12/2009	36,140.00	1,987.70	HCL,15%,SOLUTION	9620	162	599	0
3/12/2009	40,660.00	2,236.30	HCL,15%,SOLUTION	9620	162	599	0
3/14/2009	42,320.00	2,327.60	HCL,15%,SOLUTION	9620	162	599	0

3/15/2009	6,780.00	372.9	HCL,15%,SOLUTION	9620	162	599	0
3/16/2009	36,180.00	2,351.70	HCL,15%,SOLUTION	9620	162	599	0
3/16/2009	36,180.00	2,351.70	HCL,15%,SOLUTION	9620	162	599	0
3/19/2009	36,040.00	2,342.60	HCL,15%,SOLUTION	9620	162	599	0
3/19/2009	40,360.00	2,623.40	HCL,15%,SOLUTION	9620	162	599	0
3/19/2009	35,680.00	2,319.20	HCL,15%,SOLUTION	9620	162	599	0
3/20/2009	41,480.00	2,696.20	HCL,15%,SOLUTION	9620	162	599	0
3/20/2009	40,380.00	2,624.70	HCL,15%,SOLUTION	9620	162	599	0
3/20/2009	33,700.00	2,190.50	HCL,15%,SOLUTION	9620	162	599	0
3/20/2009	44,700.00	3,911.25	HCL,20 DEGREE	9500	162	599	0
3/20/2009	44,840.00	3,811.40	HCL,22 DEGREE	9520	162	599	0
3/20/2009	42,400.00	3,604.00	HCL,22 DEGREE	9520	162	599	0
3/20/2009	41,660.00	3,228.65	HCL,28%,SOLUTION	9630	162	599	0
3/22/2009	36,240.00	2,355.60	HCL,15%,SOLUTION	9620	162	599	0
3/22/2009	35,920.00	2,334.80	HCL,15%,SOLUTION	9620	162	599	0
3/23/2009	40,620.00	2,640.30	HCL,15%,SOLUTION	9620	162	599	0
3/23/2009	35,700.00	3,034.50	HCL,22 DEGREE	9520	162	599	0
3/24/2009	35,420.00	2,302.30	HCL,15%,SOLUTION	9620	162	599	0
3/24/2009	39,720.00	2,581.80	HCL,15%,SOLUTION	9620	162	599	0
3/24/2009	35,820.00	2,328.30	HCL,15%,SOLUTION	9620	162	599	0
3/25/2009	35,700.00	2,320.50	HCL,15%,SOLUTION	9620	162	599	0
3/25/2009	40,500.00	2,632.50	HCL,15%,SOLUTION	9620	162	599	0
3/25/2009	35,760.00	2,324.40	HCL,15%,SOLUTION	9620	162	599	0
3/26/2009	35,840.00	2,329.60	HCL,15%,SOLUTION	9620	162	599	0
3/26/2009	35,640.00	2,316.60	HCL,15%,SOLUTION	9620	162	599	0
3/27/2009	36,460.00	2,369.90	HCL,15%,SOLUTION	9620	162	599	0
3/27/2009	4,840.00	314.6	HCL,15%,SOLUTION	9620	162	599	0
3/28/2009	38,200.00	3,342.50	HCL,28%,SOLUTION	9630	162	599	0
3/30/2009	44,060.00	3,855.25	HCL,20 DEGREE	9500	162	599	0
4/2/2009	45,180.00	2,936.70	HCL,15%,SOLUTION	9620	162	599	0
4/4/2009	34,780.00	2,260.70	HCL,15%,SOLUTION	9620	162	599	0