

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Anthony Held and Kingsbridge International

This Settlement Agreement is entered into by and between Anthony E. Held, Ph.D., P.E (hereinafter "Held") and Kingsbridge International, Inc., (hereinafter "Kingsbridge"), with Held and Kingsbridge collectively referred to as the "Parties." Held is an individual residing in California who seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer products. Kingsbridge employs ten or more persons and is a person in the course of doing business for purposes of Proposition 65.

1.2 General Allegations

Held alleges that Kingsbridge has manufactured, distributed and/or sold in the State of California sporting toys and children's items, including, but not limited to, play balls and sip cups, containing di(2ethylhexyl)phthalate ("DEHP"). DEHP and other phthalates, including butyl benzyl phthalate ("BBP") and Di-n-butyl phthalate ("DBP"), are listed pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§25249.5 *et seq.* ("Proposition 65"), as chemicals known to the State of California to cause birth defects and other reproductive harm. DEHP, BBP, and DBP are collectively referred to herein as "Listed Chemicals."

1.3 Product Description

The products that are covered by this Settlement Agreement are defined, as follows:

sporting toys and children's items manufactured, imported, distributed and/or sold in California
sf-2574201

by Kingsbridge, including, but not limited to, play balls and sip cups, which contain one or more of the Listed Chemicals. All such items shall be referred to herein as the "Products."

1.4 Notice of Violation

On or about June 5, 2008, Held served Kingsbridge and various public enforcement agencies with a document entitled "60-Day Notice of Violation" (the "Notice") that provided Kingsbridge and such public enforcers with notice that alleged that Kingsbridge was in violation of California Health & Safety Code §25249.6 for failing to warn consumers and customers that the Products exposed users in California to DEHP. No public enforcer has diligently prosecuted the allegations set forth in the Notice.

1.5 No Admission

Kingsbridge denies the material factual and legal allegations contained in Held's Notice and maintains that all products that it has sold and distributed in California, including the Products, have been and are in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Kingsbridge of any fact, finding, issue of law, or violation of law; nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Kingsbridge of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Kingsbridge. However, this section shall not diminish or otherwise affect the obligations, responsibilities and duties of Kingsbridge under this Settlement Agreement.

1.6 Effective Date

For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date this Settlement Agreement is fully executed.

2. INJUNCTIVE RELIEF: WARNINGS AND REFORMULATION

2.1 Reformulation Commitment

As of the Effective Date, Kingsbridge shall only manufacture, or cause to be manufactured, Products for sale in California that are Phthalate Free, as set forth below. For purposes of this Settlement Agreement, "Phthalate Free" Products shall mean Products containing less than or equal to 1,000 parts per million ("ppm") of each of the Listed Chemicals, when analyzed pursuant to Environmental Protection Agency ("EPA") testing methodologies 3580A and 8270C.

Kingsbridge hereby commits that 50% of the Products that it offers for sale in California after the Effective Date shall be Phthalate Free or otherwise be exempt from the warning requirements as set forth in Section 2.5. Kingsbridge further commits that 100% of the Products that it offers for sale in California after December 31, 2008 shall be Phthalate Free.

2.2 Product Warnings

After the Effective Date, Kingsbridge shall not sell, ship, or offer to be shipped for sale in California, Products containing the Listed Chemical unless such Products are shipped with the clear and reasonable warnings set out in Section 2.3 and 2.4 or comply with the reformulation requirements of Phthalate Free Products set out in Section 2.1.

Any warning issued for Products pursuant to Section 2.3 and 2.4, below, shall be prominently placed with such conspicuousness as compared with other words, statements, designs or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or, for Products shipped directly to an individual in California, before use.

2.3 Warnings For Retail Store Sales

(a) **Product Labeling.** Kingsbridge may perform its warning obligation by affixing a warning to the packaging of, labeling to, or, if no label exists, directly on each Product sold in retail outlets in California by Kingsbridge or its agents, that states:¹

WARNING: This product contains one or more phthalates, chemicals known to the State of California to cause birth defects and other reproductive harm.

(b) **Point-of-Sale Warnings.** Kingsbridge may perform its warning obligations by ensuring that signs are posted at retail outlets in the State of California where the Products are sold. Point-of-sale warnings shall be provided through one or more signs posted in close proximity to the point of display of the Products that states:

WARNING: This product contains one or more phthalates, chemicals known to the State of California to cause birth defects and other reproductive harm.

Where more than one Product is sold in proximity to other like items or to those that do not require a warning (e.g., Phthalate Free as defined in Section 2.1), the following statement must be used:

WARNING: The following products contain one or more phthalates, chemicals known to the State of California to cause birth defects and other reproductive harm:

[list products for which warning is required]

¹ For purposes of this Settlement Agreement, “sold in proximity to other like items” shall mean that the Product and another product are offered for sale close enough to each other so that the consumer, under customary conditions of purchase, could not reasonably determine which of the two products is subject to the warning sign.

2.4 Warnings For Mail Order Catalog and Internet Sales. Kingsbridge shall satisfy its warning obligations for Products sold via mail order catalog or the Internet to California residents by providing a warning: (i) in the mail order catalog; or (ii) on the website. Warnings given in the mail order catalog or on the website shall identify the specific Product to which the warning applies as further specified in subsections (a) and (b) below.

(a) Mail Order Catalog Warning. Any warning provided in a mail order catalog must be in the same type size or larger than the Product description text within the catalog. The following warning shall be provided on the same page and in the same location as each display of the Product:

WARNING: This product contains one or more phthalates, chemicals known to the State of California to cause birth defects and other reproductive harm.

Where it is impracticable to provide the warning on the same page and in the same location as the display of the Product, Kingsbridge may utilize a designated symbol (▲) to cross reference the applicable warning and shall define the term "designated symbol" with the following language on the inside of the front cover of the catalog and on the same page as any order form for the Product(s):

WARNING: Certain products identified with this symbol ▲ and offered for sale in this catalog contain one or more phthalates, chemicals known to the State of California to cause birth defects and other reproductive harm.

The designated symbol must appear on the same page and in close proximity to the display or description of the Product on such page. On each page where the designated symbol

appears, Kingsbridge must provide a reference directing the consumer to the warning language and definition of the designated symbol.

If Kingsbridge elects to sell one or more Products to consumers via mail order catalog after the Effective Date, then the warnings must be included in all catalogs containing the Products which are distributed in California as of the Effective Date.

(b) **Internet Website Warning.** A warning may be given in conjunction with the sale of the Product to a California consumer via the Internet, provided it appears either: (a) on the same web page on which the Product is displayed; (b) on the same web page as the order form for the Product; (c) on the same page as the price for any Product; or (d) on one or more web pages displayed to a purchaser during the checkout process. The following warning statement shall be used and shall appear in any of the above instances adjacent to or immediately following the display, description, or price of the Product for which it is given in the same type size or larger than the Product description text:

WARNING: This product contains one or more phthalates, chemicals known to the State of California to cause birth defects and other reproductive harm.

Alternatively, the designated symbol may appear adjacent to or immediately following the display, description, or price of the Product for which a warning is being given, provided that the following warning statement also appears elsewhere on the same web page, as follows:

WARNING: Products identified on this page with the following symbol ▲ contain one or more phthalates, chemicals known to the State of California to cause birth defects and other reproductive harm.

2.5 Exceptions To Warning Requirements

The warning requirements set forth in Sections 2.2 through 2.4 shall not apply to:

- (i) Any Products received by Kingsbridge prior to receipt of the Notice, provided that Kingsbridge does not have actual knowledge, or reason from communications with its suppliers of the Products to believe, that Listed Chemicals are present in such Products in concentrations exceeding 1,000 ppm each;
- (ii) Any Products shipped by Kingsbridge to its California customers before the Effective Date; or
- (iii) Phthalate Free Products (as defined in Section 2.1).

3. PENALTIES PURSUANT TO HEALTH & SAFETY CODE §25249.7(b)

In settlement of all the claims referred to in this Settlement Agreement against it, Kingsbridge shall pay \$6,000 in civil penalties to be apportioned in accordance with California Health & Safety Code §25192, with 75% of these funds remitted to the State of California's Office of Environmental Health Hazard Assessment and the remaining 25% of these penalty monies remitted to Held as provided by California Health & Safety Code §25249.12(d). Kingsbridge shall issue two separate checks for the penalty payment: (a) one check made payable to Hirst & Chanler LLP in Trust for the State of California's Office of Environmental Health Hazard Assessment (“Hirst & Chanler LLP in Trust for OEHHA”) in the amount of \$4,500,

representing 75% of the total penalty and (b) one check to “Hirst & Chanler LLP in Trust for A. Held” in the amount of \$1,500, representing 25% of the total penalty. Two separate 1099s shall be issued for the above payments: The first 1099 shall be issued to OEHHA, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) in the amount of \$4,500. The second 1099 shall be issued to Held in the amount of \$1,500, whose address and tax identification number shall be furnished, upon request, at least five calendar days before payment is due. The payments shall be delivered on or before ten days after the Effective Date, at the following address:

HIRST & CHANLER LLP
Attn: Proposition 65 Controller
Capitol Mall Complex
455 Capitol Mall, Suite 605
Sacramento, CA 95814

4. **REIMBURSEMENT OF FEES AND COSTS**

The parties reached an accord on the compensation due to Held and his counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, Kingsbridge shall reimburse Held’s counsel for fees and costs, incurred as a result of investigating, bringing this matter to Kingsbridge attention, and negotiating a settlement in the public interest. Kingsbridge shall pay Held and his counsel \$29,000 for all attorneys’ fees, expert and investigation fees, and related costs. The payment shall be issued in a third separate check made payable to “Hirst & Chanler LLP” and shall be delivered on or before ten days after the Effective Date, at the following address:

HIRST & CHANLER LLP
Attn: Proposition 65 Controller
Capitol Mall Complex
455 Capitol Mall, Suite 605

Sacramento, CA 95814

Kingsbridge shall issue a separate 1099 for fees and cost paid in the amount of \$29,000 to Hirst & Chanler LLP, 455 Capitol Mall, Suite 605, Sacramento, CA 95814 (EIN: 20-3929984).

5. RELEASE OF ALL CLAIMS

5.1 Release of Kingsbridge and Downstream Customers

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Sections 3 and 4 above, Held, on behalf of himself, his past and current agents, representatives, attorneys, successors and/or assignees, and in the interest of the general public, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to, investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"), against Kingsbridge and each of its downstream distributors, wholesalers, licensors, licensees, auctioneers, retailers (including, but not limited to, Rite Aide Corporation), franchisees, dealers, customers, owners, purchasers, users, parent companies, corporate affiliates, subsidiaries, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities (collectively "Releasees"). This release is limited to those claims that arise under Proposition 65, as such claims relate to Kingsbridge's alleged failure to warn about exposures to or identification of DEHP contained in the Products.

In addition to the foregoing, Held, on behalf of himself, his past and current agents,

representatives, attorneys, and successors and/or assignees, and not in his representative capacity hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases all Claims against Kingsbridge and each of its Releasees. This additional release, which Held is providing in his individual capacity, is limited to those Claims that arise with respect to Proposition 65, as such Claims relate to Kingsbridge's alleged failure to warn about exposures to or identification of Listed Chemicals in addition to DEHP contained in the Products.

The Parties further understand and agree that the above releases shall not extend upstream to any entities that manufactured the Products or any component parts thereof, or any distributors or suppliers who sold the Products or any component parts thereof to Kingsbridge.

5.2 Kingsbridge's Release of Held

Kingsbridge waives any and all claims against Held, his attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Held and his attorneys and other representatives, whether in the course of investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter, and/or with respect to the Products.

6. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any of the provisions of this Settlement Agreement are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

7. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Kingsbridge shall provide written notice to Held of any asserted change in the law, and shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Products are so affected.

8. NOTICES

Unless specified herein, all correspondence and notices required to be provided pursuant to this Settlement Agreement shall be in writing and personally delivered or sent by: (i) first-class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the other party at the following addresses:

For Kingsbridge:

Bob Sommer
Kingsbridge International, Inc.
9425 Canoga Avenue
Chatsworth, California 91311

With a copy to:

Robert Falk, Esq.
Morrison & Foerster LLP
425 Market Street
San Francisco, California 94105

And

For Held:

Proposition 65 Coordinator
Hirst & Chanler, LLP
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710-2565

Any party, from time to time, may specify in writing to the other party a change of address to which all notices and other communications shall be sent.

9. COUNTERPARTS; FACSIMILE SIGNATURES

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

10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

Held agrees to comply with the reporting form requirements referenced in Health & Safety Code §25249.7(f).

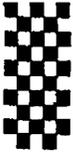
11. MODIFICATION

This Settlement Agreement may be modified only by a written agreement of the Parties.

12. AUTHORIZATION

The undersigned are authorized to execute this Settlement Agreement on behalf of their respective Parties and have read, understood and agree to all of the terms and conditions of this Settlement Agreement.

<p style="text-align: center;">AGREED TO:</p> <p>Date: APPROVED <i>By Anthony E Held at 9:18 pm, 10/21/08</i></p> <p>By: <i>Anthony E Held</i> Anthony Held</p>	<p style="text-align: center;">AGREED TO:</p> <p>Date: _____</p> <p>By: _____ Kingsbridge International, Inc.</p>
<p style="text-align: center;">APPROVED AS TO FORM:</p> <p>Date: <u>10/22/08</u></p> <p style="text-align: center;">HIRST & CHANLER LLP</p> <p>By: <i>[Signature]</i> Attorneys for Anthony Held</p>	<p style="text-align: center;">APPROVED AS TO FORM:</p> <p>Date: _____</p> <p style="text-align: center;">MORRISON & FOERSTER LLP</p> <p>By: _____ Robert Falk Attorneys for Kingsbridge International, Inc.</p>



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12. **AUTHORIZATION**

The undersigned are authorized to execute this Settlement Agreement on behalf of their respective Parties and have read, understood and agree to all of the terms and conditions of this Settlement Agreement.

<p>AGREED TO:</p> <p>Date: _____</p> <p>By: _____ Anthony Held</p>	<p>AGREED TO:</p> <p>Date: <u>10-21-2008</u></p> <p>By: <u>[Signature]</u> Kingsbridge International, Inc.</p>
<p>APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>HIRST & CHANLER LLP</p> <p>By: _____ Attorneys for Anthony Held</p>	<p>APPROVED AS TO FORM:</p> <p>Date: <u>10/27/08</u></p> <p>MORRISON & FOERSTER LLP</p> <p>By: <u>[Signature]</u> Robert Falk Attorneys for Kingsbridge International, Inc.</p>