

AMENDED
Frenway_Cheng_Settlement_Ampro_5_piece_coupler - AM
(1217754).DOCX

1. INTRODUCTION

On April 14, 2014, the Frenway Products, Inc. and AmPro North America Corporation, (hereinafter collectively, "Frenway") entered into Private Settlement Agreement ("Private Settlement" with King Pun Cheng (hereinafter "Cheng"). The parties hereby amend the following terms of the Private Settlement entered into on April 14, 2014:

- Section 1.1 shall now read as follows:

This Private Settlement Agreement ("Private Settlement") is hereby entered into by and between King Pun Cheng (hereinafter "Cheng") and Frenway Products Inc. and AmPro North America Corp., (hereinafter collectively, "Frenway"). Frenway and Cheng shall be collectively referred to as the "Parties" and each of them as a "Party." Cheng 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. Frenway employ ten or more persons and each is a person in the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et seq.

- Section 4 shall now read as follows:

The parties reached an accord on the compensation due to Cheng and his counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, AmPro North America, on behalf of Frenway shall reimburse Cheng's counsel for fees and costs, incurred as a result of investigating, bringing this matter to Frenway's attention, and negotiating a settlement. AmPro North America, on behalf of Frenway shall pay Cheng's counsel \$22,500.00 for all attorneys' fees, expert and investigation fees, and related costs associated with this matter and the Notice. AmPro North America, on behalf of Frenway, shall make a check payable to the "Parker A. Smith, Attorney at Law" and deliver said payment by April 22, 2014. AmPro North America shall mail the check, via certified mail to address for Cheng's counsel referenced above. Other than the payment required hereunder, each side is to bear its own attorneys' fees and costs.

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- Section 5.1 shall now read as follows:

Cheng, on behalf of himself, releases Frenway and each of its downstream distributors, wholesalers, licensors, licensees, auctioneers, retailers, franchisees, dealers, customers, owners, purchasers, users, parent companies, corporate affiliates, subsidiaries, including, but not limited to Amazon.com, Inc. and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities (collectively "Releasees") from all claims for violations of Proposition 65 up through the Effective Date based on exposure to lead from the Products as set forth in his Notice of Violation. Compliance with the terms of this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposures to lead from the Products.

The Parties further understand and agree that this release shall not extend upstream to any entities that manufactured the Products for Frenway or any component parts thereof or to any distributors or suppliers who sold Products or any component parts thereof to Frenway ("Upstream Entities").

In addition to the foregoing, Cheng, 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 any other Claims that he could make against Frenway or its Releasees arising up to the Effective Date with respect to violations of Proposition 65 based upon the Products. With respect to the foregoing waivers and releases in this paragraph, Cheng hereby specifically waives any and all rights and benefits which he now has, or in the future may have, conferred by virtue of the provisions of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

All other terms not in conflict remains in full force and effect.

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King Pun Cheng IT IS HEREBY AGREED TO:

By:



Date:

6/16/2014

On Behalf of:

Frenway Products Inc. and
AmPro North America, Corp.
