

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between Michael DiPirro, a California citizen, and Outdoor World, Inc. ("Outdoor World"), a California corporation, as of June 27, 2000 (the "Effective Date"). The parties agree to the following terms and conditions:

WHEREAS:

A. Michael DiPirro is an individual residing in San Francisco, California, who seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer and industrial products;

B. Outdoor World is a company that sells certain hunting and sporting products in the State of California that contain chemicals listed pursuant to Proposition 65 (California Health & Safety Code §25249.5 et seq.) including lead (and lead compounds) and toluene (the "Listed Chemicals");

C. The products that contain one or more of the Listed Chemicals and which are covered by this Agreement are set forth in Exhibit A (the "Products"). The Products have been sold by Outdoor World for use in California since at least October 22, 1995; and

D. On October 22, 1999, Michael DiPirro first served Outdoor World and other public enforcement agencies with a document entitled "60-Day Notice of Violation" which provided Outdoor World and such public enforcers with notice that Outdoor World was allegedly in violation of Health & Safety Code §25249.6 for failing to warn purchasers that certain products it sells in California expose users to Proposition 65-listed chemicals; and

E. On January 26, 2000, Michael DiPirro filed a complaint entitled Michael DiPirro v. Outdoor World, Inc. in the Alameda County Superior Court, naming Outdoor World as a defendant and alleging violations of Business & Professions Code §17200 and Health & Safety Code §25249.6 on behalf of individuals in California who allegedly have been exposed to Listed Chemicals contained in certain Outdoor World products which contain such chemicals.

F. Nothing in this Agreement shall be construed as an admission by Outdoor World of any fact, finding, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by Outdoor World of any fact, finding, conclusion, issue of law, or violation of law. However, this paragraph shall not diminish or otherwise affect the obligations, responsibilities, and duties of Outdoor World under this Agreement.

NOW THEREFORE, MICHAEL DIPIRRO AND OUTDOOR WORLD AGREE AS FOLLOWS:

1. Product Warnings. Outdoor World agrees that as of the Effective Date of this Agreement, it shall not sell (or cause to be sold on its behalf) any of the Products for sale or use in the State of California unless each such Product is accompanied by a Revised Label on or affixed to the Product with the following statement::

For all Products containing toluene, such Products shall bear the following warning statement on the Product label:

"WARNING: This product contains toluene, a chemical known to the State of California to cause birth defects (or other reproductive harm)";

or

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

For all Products containing lead (and lead compounds), such Products shall bear the following warning statement on the Product label:

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

or

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

The warning statement shall be prominent and displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual. For the purposes of complying with this Paragraph, the above warning may be communicated by the placement of adhesive stickers onto the current Product packaging, in addition to other methods at the discretion of Outdoor World. The parties agree that no warnings are required with respect to archery products sold by Outdoor World.

2. Payment Pursuant To Health & Safety Code §25249.7(b). Pursuant to Health & Safety Code §25249.7(b), Outdoor World shall pay a civil penalty of \$1,000. This payment shall be paid within five (5) calendar days after the Effective Date of this Agreement. The penalty payment is to be made payable to "Chanler Law Group In Trust For Michael DiPirro". Penalty monies shall be apportioned by DiPirro in accordance with Health & Safety Code §25192, with 75% of these funds remitted to the State of California's Department of Toxic Substances Control.

3. Reimbursement Of Fees And Costs. The parties acknowledge that DiPirro offered to resolve the dispute without reaching terms on the amount of fees and costs to be reimbursed, thereby leaving this open issue to be resolved after the material terms of the agreement had been reached, and the matter settled. Outdoor World then expressed a desire to resolve the fee and cost issue concurrently with other settlement terms, so the parties tried to reach an accord on the compensation due to DiPirro and his counsel under the private attorney general doctrine codified at C.C.P. §1021.5.

Outdoor World shall reimburse DiPirro for his fees and costs, incurred as a result of investigating, bringing this matter to Outdoor World's attention, litigating and negotiating a settlement in the public interest. Outdoor World shall pay the total sum of \$6,500 for investigation fees, attorneys' fees and litigation costs. Outdoor World agrees to pay \$6,500 within five (5) days of the Effective Date of the Agreement. Payment should be made payable to the "Chanler Law Group".

4. Michael DiPirro's Release Of Outdoor World. Michael DiPirro, by this Agreement, on behalf of himself, his agents, representatives, attorneys, assigns and the citizens of the State of California, waives all rights to institute or participate in, directly or indirectly, any form of legal action, and releases all claims, liabilities, obligations, losses, costs, expenses, fines and damages, against Outdoor World and its distributors, retailers, customers, directors, officers, employees, affiliates, successors and assigns, whether under Proposition 65 or the Business & Profession Code §17200 *et seq.* based on Outdoor World's failure to warn about exposure to the lead (and lead compounds) and toluene contained in any of the Products.

5. Outdoor World's Release Of Michael DiPirro. Outdoor World, by this Agreement, waives all rights to institute any form of legal action against Michael DiPirro and his attorneys or representatives, for all actions or statements made by Michael DiPirro, and his attorneys or representatives, in the course of seeking enforcement of Proposition 65 or Business & Profession Code §17200 against Outdoor World.

6. Stipulated Judgment. Concurrently with the execution of this Agreement, Michael DiPirro and Outdoor World shall execute and file a stipulated judgment to be approved pursuant to C.C.P. §664.6 by the Alameda County Superior Court in accordance with the terms of this Agreement. If, for any reason, the stipulated judgment is not approved by the Court, this Agreement shall be deemed null and void.

7. Product Characterization. Outdoor World acknowledges that each of the Products listed in Exhibit A is alleged by Plaintiff to contain lead or toluene, substances known to the State of California to cause cancer and/or birth defects (or other reproductive harm). In the event that Outdoor World obtains analytical, risk assessment or other data ("Exposure Data") that shows an exposure to any or all Products poses "no significant risk" or will have "no observable effect," as each such standard is applicable and as each is defined under Health & Safety Code §25249.10(c), Outdoor World shall provide DiPirro with ninety (90) days prior written notice of its intent to limit or eliminate the warning provisions under this Agreement based on the Exposure Data and shall provide DiPirro with all such supporting Exposure Data. Within ninety (90) days of receipt of Outdoor World Exposure Data, DiPirro shall provide Outdoor World with written notice of his intent to challenge the Exposure Data (in the event that he chooses to make such a challenge). If DiPirro fails to provide Outdoor World written notice of his intent to challenge the Exposure Data within ninety (90) days of receipt of Outdoor World's notice and the Exposure Data, DiPirro shall waive all rights to challenge the Exposure Data, and Outdoor World shall be entitled to limit or eliminate the warning provisions required under this Agreement with respect to those Product(s) to which the Exposure Data applies. If DiPirro timely notifies Outdoor World of his intent to challenge the Exposure Data, DiPirro and Outdoor World shall negotiate in good faith for a period not to exceed thirty (30) days following receipt of Outdoor World's notice to attempt to reach a settlement of this issue. If a settlement is not reached, DiPirro and Outdoor World agree to submit such challenge to the superior court for determination, pursuant to the court's continuing jurisdiction of this matter under C.C.P. §664.6 and this Agreement. The prevailing party shall be entitled to reasonable attorneys' fees and costs associated with bringing a motion brought under this paragraph to the court for determination. Notwithstanding the foregoing, in the event Outdoor World is no longer required to provide warnings set forth herein, under applicable law, regulation or court order, Outdoor World may discontinue said warnings with no further liability or obligation to the extent that new law, regulation or court order so provides.

8. Severability. In the event that any of the provisions of this Agreement are held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

9. Attorney's Fees. In the event that a dispute arises with respect to any provision(s) of this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

10. Governing Law. The terms of this Agreement shall be governed by the laws of the State of California.

11. Notices. All correspondence to Michael DiPirro shall be mailed to:

Hudson Bair, Esq.
Kapsack & Bair, LLP
1440 Broadway, Suite 610
Oakland, CA 94612
(510) 645-0027
or

Clifford A. Chanler, Esq.
Chanler Law Group
Magnolia Lane (off Huckleberry Hill)
New Canaan, CT 06840-3801
(203) 966-9911

All correspondence to Outdoor World shall be mailed to:

Harry C. Coolidge, Esq.
1260 41st Avenue, Suite N
Capitola, CA 95010
(831) 475-3112

12. Compliance With Reporting Requirements. The parties agree to comply with the reporting form requirements referenced in Health & Safety Code §25249.7(f). As of the Effective Date, the California Attorney General's reporting forms are not available. Outdoor World represents, however, that its counsel will send a copy of this Agreement to the California Attorney General's Office prior to or concurrently with the presentation of the Stipulated Judgment to the Alameda County Superior Court.

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

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

AGREED TO:

DATE: _____

Michael DiPirro
PLAINTIFF

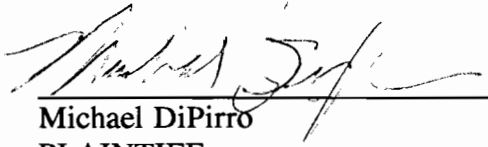
AGREED TO:

DATE: July 7, 2000

Bob Thomas, President
Outdoor World, Inc.
DEFENDANT

AGREED TO:

DATE: 7/03/07



Michael DiPirro
PLAINTIFF

AGREED TO:

DATE: _____

Outdoor World, Inc.
DEFENDANT

Exhibit A

EXHIBIT A

1. Fishing products containing lead
2. Sporting products containing lead or toluene
3. Hunting products containing lead
4. Archery products containing lead