

EXHIBIT C

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

----- X
SINA DRUG CORP. d/b/a ONCOMED
PHARMACEUTICAL SERVICES, and KAVESH
ASKARI,

Plaintiffs-Appellants,

- against -

MOHAMMAD ALI MOHYUDDIN, TONYA
KILLIKELLY, SORKIN'S RX LTD. and
MUHAMMAD TYEYEB,

Defendants-Respondents.
----- X

Index No.
8814/2006

SETTLEMENT AGREEMENT

This is a Settlement Agreement, dated as of May 9, 2011, by and between Sina Drug Corp. d/b/a Oncomed ("Oncomed") and Kaveh Askari (collectively "Plaintiffs"), having an address at 6 Park Avenue, Manhasset, New York 11030, on the one hand, and Mohammad Ali Mohyuddin ("Mohyuddin") and Sorkin's Rx Ltd. (collectively "Defendants"), having an address in Nassau County, New York on the other.

RECITALS

WHEREAS, Plaintiffs commenced this action against Defendants, alleging conversion and other business torts arising from the employment relationship between Oncomed and Mohyuddin and Tonya Killikely;

WHEREAS, Mohyuddin counterclaimed for a declaratory judgment and other relief related to his claim of an ownership interest in Oncomed;

WHEREAS, by Short Form Order dated February 11, 2010, the Supreme Court, *inter alia*, granted Mohyuddin's motion for summary judgment on his counterclaim for declaratory relief that he was an 18% owner of Oncomed;

WHEREAS, Plaintiffs have appealed from the Short Form Order;

WHEREAS, Mohyuddin claims that Oncomed has a share valuation significantly in excess of the amount he is being paid in this settlement and that Oncomed is actively looking for buyers;

WHEREAS, Plaintiffs and Defendants mutually wish to settle the claims they have asserted or could have asserted against each other;

WHEREAS, the parties hereto enter into this Settlement Agreement as a full and final settlement of all of their respective claims and the differences and disputes between them whether or not they were pled in this action;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. In settlement of all claims herein, including any claim by Mohyuddin to share ownership in Oncomed, Oncomed shall pay to Mohyuddin \$3.8 million dollars, in United States currency (the "Settlement Amount"). Concurrent with the execution of this Settlement Agreement, Oncomed shall deliver by certified check or wire transfer \$100,000.00 (the "Initial Payment") of such amount to Counsel for Mohyuddin (*ie*, Law Offices of Steven Cohn, P.C.), who shall hold the Initial Payment in escrow pending the exchange of documents and Court approval as provided below. Oncomed shall pay the balance of the Settlement Amount, *ie*, \$3.7 million no later than 60 days from the date hereof.

2. Concurrent with the execution of this Settlement Agreement, Defendants shall deliver to undersigned Counsel for Plaintiffs (*ie*, Greenberg Traurig, LLP), a signed stipulation and order of cancellation and dismissal with prejudice in the form attached hereto as Exhibit A (the "Order of Cancellation"), ordering cancellation of the shares issued by Oncomed pursuant to the Short Form Order, and terminating this action with prejudice. Counsel for Plaintiffs shall immediately present the Order of Cancellation to the Court for approval and signature and entry by the Clerk of the Court.

3. Concurrent with execution of this Settlement Agreement, Oncomed shall deliver to Counsel for Mohyuddin a share certificate of representing 18% of the shares of Oncomed, which shall include all rights of an 18% shareholder (the "Pledged Shares") in the form attached hereto as Exhibit B. Counsel for Mohyuddin shall hold the Pledged Shares in escrow, until the earlier of payment in full of the Settlement Amount, or a default in payment as specified in paragraph 6 below.

4. Concurrent with execution of this Settlement Agreement, Plaintiffs and Defendants shall execute, in duplicate, and deliver to the other party's counsel the Mutual Release, Disclaimer and Indemnity ("RDI") attached hereto as Exhibit D. The RDI shall be held in escrow by counsel for the releasing party pending written confirmation that the Court has signed the Order of Cancellation and written confirmation that Defendants' counsel has received the Initial Payment.

5. Upon written confirmation that (a) the Court has signed the Order of Cancellation, and (b) Counsel for Defendants has received the Initial Payment, the RDI and the Stipulation of Dismissal shall be released from escrow and Plaintiffs' counsel shall file a Stipulation of Dismissal in the form attached hereto as Exhibit E with the New York Supreme Court, Appellate

Division, Second Department. Upon issuance of the Order of Cancellation, absent a failure to cure a default in payment as described in paragraph 6 below, Mohyuddin shall have no entitlement to share in any proceeds of sale of Oncomed.

6. The Pledged Shares shall be held by Counsel for Mohyuddin pending payment in full of the \$3.7 million, as provided in Section 1 hereof. Upon such payment in full, Counsel for Plaintiffs shall provide a written instruction to Counsel for Defendants that the Pledges Shares are void and may be released to counsel for Plaintiffs for destruction. In the event that Oncomed defaults in payment of the balance of the Settlement Amount, Counsel for Mohyuddin shall provide written notice of such default to Oncomed and its counsel by email and overnight mail. Oncomed shall have three business days from the date of such notice to cure such default by payment in full of the amount of the missed payment. In the event Oncomed fails to cure such default as provided herein, Counsel for Defendants may release the Pledged Shares to Mohyuddin and he shall be deemed to be the owner of 18% of the common shares of Oncomed, which shall include all rights of an 18% shareholder.

7. This Settlement Agreement, and the actions taken by either hereunder, shall not be construed as an admission of liability by either party.

8. No party has assigned any claim or interest in the shares that is or are the subject of this action, that was or could have been asserted at any time, whether in this or any other action against the other.

9. This Settlement Agreement is governed by the laws of New York. Other than the express written terms hereof, there are no other or further promises or agreements between or among the parties hereto concerning the subject matter of this Agreement. This Settlement Agreement may not be modified or amended except in a writing signed by all parties.

10. This Settlement Agreement may be executed in counterparts.

Sworn to before me this
17 day of May 2011

Jada P. Darling
Notary Public
My Commission Expires: 03/17/2012

JADA P. DARLING
NOTARY PUBLIC, STATE OF NY
NO. 01DA6163452
QUALIFIED IN QUEENS COUNTY
MY COMMISSION EXPIRES MARCH 17, 2012

Sworn to before me this
17 day of May 2011

Jada P. Darling
Notary Public
My Commission Expires: 3/17/2012

Sworn to before me this
____ day of May 2011

Notary Public
My Commission Expires: _____

Sworn to before me this
____ day of May 2011

Notary Public
My Commission Expires: _____

SINA DRUG CORP. d/b/a ONCOMED
PHARMACEUTICAL SERVICES

By: [Signature]
Burt Zweigenhaft, its Chief
Executive Officer and duly
authorized representative.

Dated: _____

KAVEH ASKARI

[Signature]
Dated: _____
JADA P. DARLING
NOTARY PUBLIC, STATE OF NY
NO. 01DA6163452
QUALIFIED IN QUEENS COUNTY
MY COMMISSION EXPIRES MARCH 17, 2012

SOROKIN'S RX LTD.

By: _____
_____, its
An authorized representative.

Dated: _____

MOHAMMAD ALI MOHYUDDIN

Dated: _____

10. This Settlement Agreement may be executed in counterparts.

Sworn to before me this
_____ day of May 2011

SINA DRUG CORP. d/b/a ONCOMED
PHARMACEUTICAL SERVICES

Notary Public
My Commission Expires: _____

By: _____
Burt Zweigenhaft, its Chief
Executive Officer and duly
authorized representative.

Dated: _____

Sworn to before me this
_____ day of May 2011

KAVEH ASKARI

Notary Public
My Commission Expires: _____

Dated: _____

Sworn to before me this
_____ day of May 2011

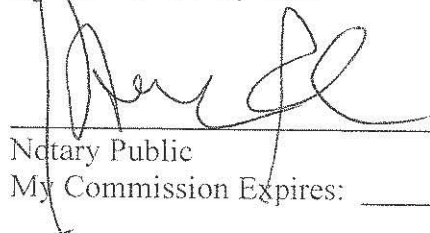
SOROKIN'S RX LTD.

Notary Public
My Commission Expires: _____

By: _____
Numan Tyeb, its *CFO*
An authorized representative.


Dated: 5/18/11

Sworn to before me this
17 day of May 2011



Notary Public
My Commission Expires: _____

MOHAMMAD ALI MOHYUDDIN



Dated: 5/12/11

STEVEN COHN
NOTARY PUBLIC, State of New York
No. 02C05068536
Qualified in Nassau County
Commission Expires 09/30/2014

10. This Settlement Agreement may be executed in counterparts.

Sworn to before me this
_____ day of May 2011

SINA DRUG CORP. d/b/a ONCOMED
PHARMACEUTICAL SERVICES

Notary Public
My Commission Expires: _____

By: _____
Burt Zweigenhaft, its Chief
Executive Officer and duly
authorized representative.

Dated: _____

Sworn to before me this
_____ day of May 2011

KAVEH ASKARI

Notary Public
My Commission Expires: _____

Dated: _____

Sworn to before me this
16 day of May 2011

SOROKIN'S RX LTD.

Kathleen M. Wild
KATHLEEN M. WILD
Notary Public, State of New York
No. 020142011179
My Commission Expires: April 12, 2015

By: Nauman Tyeb
Nauman Tyeb, its CFO
An authorized representative.

Dated: 5/16/11

Sworn to before me this
12 day of May 2011

MOHAMMAD ALI MOHYUDDIN

Steven Cohn
Notary Public
My Commission Expires: _____

Mohammad Ali Mohyuddin
Dated: 5/12/11

STEVEN COHN
NOTARY PUBLIC, State of New York
No. 02C05068536
Qualified in Nassau County
Commission Expires 09/30/2011