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BIO-ENGINEERED SUPPLEMENTS & NUTRITION, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

ENVIRONMENTAL RESEARCH CENTER, a California Non-Profit Corporation, Plaintiff, v. GLANBIA PERFORMANCE NUTRITION, INC. d/b/a BIO-ENGINEERED SUPPLEMENTS & NUTRITION, INC., a Florida Corporation; Defendant.	**Case No. RG15774929** **STIPULATED CONSENT JUDGMENT; ~~[PROPOSED]~~ ORDER** Health & Safety Code § 25249.5 *et seq.* ACTION FILED: June 22, 2015

1. INTRODUCTION

1.1 On June 22, 2015, Plaintiff Environmental Research Center ("ERC"), a non-profit corporation, as a private enforcer, and in the public interest, initiated this action by filing a Complaint for Injunctive Relief and Civil Penalties pursuant to the provisions of Cal. Health & Safety Code Section 25249.5 *et seq.* ("Proposition 65"). Thereafter, ERC filed a First Amended Complaint ("Complaint") against Defendant Glanbia Performance Nutrition, Inc. d/b/a Bio-Engineered Supplements & Nutrition, Inc.. ("BSN" or "Defendant"). ERC and Defendant shall sometimes be referred to individually as a "Party" or collectively as the "Parties." In this action, ERC alleges that certain products manufactured, distributed or sold by Defendant, as more fully described in Exhibit A, contain lead and that such products require warnings under Proposition 65.

1.2 On January 31, 2014, ERC issued a Proposition 65 60-day notice of violation ("First Notice") that was served on the California Attorney General, other public enforcers and Defendant. The First Notice asserts Proposition 65 claims as to 18 supplement products. On July 24, 2015, ERC issued a Proposition 65 60-day notice of violation ("Second Notice") that was served on the California Attorney General, other public enforcers and Defendant. The Second Notice asserts Proposition 65 claims as to additional powder supplements currently and/or previously sold by Defendant under the brand name "N.O. Xplode," as identified in Exhibit A. The First Notice and Second Notice are collectively referred to as the "Notices of Violation."

1.3 The products covered in this Consent Judgment are those identified in the Notices of Violation as listed in Exhibit A hereto and are collectively referred to as the "Covered Products." Defendant represents that it discontinued many of the Covered Products prior to the filing of the Complaint, as indicated in Exhibit A.

1.4 The Complaint is based on allegations contained in the First Notice. Upon entry of this Consent Judgment, the Complaint shall be deemed amended to include allegations as to the products identified in the Second Notice such that the Complaint asserts claims as to all the Covered Products.

1.5 ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and

misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees and encouraging corporate responsibility.

1.6 Defendant is a business entity that at all times relevant for purposes of this Consent Judgment has employed ten or more persons and qualifies as a "person in the course of doing business" within the meaning of Proposition 65.

1.7 The Parties enter into this Consent Judgment in order to achieve a settlement of the claims as stated in Section 1 for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall be construed as an admission of ERC or Defendant of any fact, issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an admission by Defendant of any fact, issue of law or violation of law. Defendant denies the claims asserted in the Notices of Violation and the Complaint and denies that the Covered Products require warnings under Proposition 65. Nothing in this Consent Judgment or any document referred to herein, shall be construed as giving rise to any presumption or inference of admission or concession by Defendant as to any fault, wrongdoing or liability whatsoever. The Parties agree that this Section shall not diminish or otherwise affect the obligations, responsibilities, and duties of the Parties under this Consent Judgment.

1.8 The Effective Date of this Consent Judgment shall be the date on which it is entered as a Judgment by this Court.

2. JURISDICTION AND VENUE

For purposes of this Consent Judgment only and for enforcement of the Consent Judgment, the Parties stipulate that this Court has jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in Alameda County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were or could have been asserted in this action based on the facts alleged in the Notices of Violation or the Complaint.

3. INJUNCTIVE RELIEF

3.1 Any Covered Products that are manufactured after 120 days from the Effective Date (the "Compliance Date") that Defendant thereafter distributes into the State of California,

offers for sale to a third party for retail sale in California, or directly sells in the State of California, shall contain no more than 0.5 micrograms of lead per day as calculated pursuant to Section 3.3 ("Reformulated Covered Products"), unless each unit of the Covered Product meets the warning requirements under Section 3.2.

3.2 Clear and Reasonable Warnings

3.2.1 If Defendant provides a warning for a Covered Product sold in California pursuant to Section 3.1, Defendant shall either: (a) place a warning label on the package of each such Covered Product that is sold in California, or (b) post a warning sign where such Covered Products are sold. Such warning shall conform to the requirements set out in California Code of Regulations, title 27, section 25601, or the "safe harbor" warning methods set out in California Code of Regulations, title 27, section 25603.2(a), or state, as applicable, the following:

> WARNING: This product contains [lead,] a chemical known to the State of California to cause [cancer and] birth defects or reproductive toxicity.

The terms in brackets are optional; however, the term "cancer and" shall be included in the warning if the maximum recommended daily dose causes an exposure to more than 15 micrograms of lead when taken as directed on the Covered Product's label. Nothing in this section shall preclude Defendant from adopting additional warning or information disclosures regarding the Covered Products.

3.3 Calculation of Lead Levels; Reformulated Covered Products

A Reformulated Covered Product is one that contains no more than 0.5 micrograms of lead per day as determined by the quality control methodology described in Section 3.4, and excluding any naturally occurring level of lead, as defined below. As used in this Consent Judgment, "no more than 0.5 micrograms of lead per day" means that the samples of the testing performed by Defendant under Section 3.4 yield a daily exposure of no more than that level of lead calculated pursuant to Section 3.4 of this Consent Judgment.

For purposes of this Consent Judgment and determining Defendant's compliance with Proposition 65, daily lead exposure levels shall be calculated using the following formula: micrograms of lead per gram of product, multiplied by 4 grams for Covered Products that are

powder products, multiplied by one serving per day (provided there are no directions on the product label to consume more than one serving per day and as long as Defendant's product label provides no recommended number of servings and states the number of grams of the product only under "nutritional facts" or "supplement facts"), which equals micrograms of lead exposure per day. For the purposes of this Consent Judgment, Defendant shall be afforded the following naturally occurring allowances: and (b) the allowances listed in Table 3.3 below.

Table 3.3

Ingredient	**Amount of lead (Pb) per gram of ingredient deemed naturally occurring**
Calcium (elemental)	0.8 mcg Pb per gram of elemental calcium
Ferrous Fumarate	0.4 mg Pb per gram of ferrous fumarate
Zinc Oxide	8.0 mcg Pb per gram of zinc oxide
Magnesium Oxide	0.4 mcg Pb per gram of magnesium oxide
Potassium Chloride	1.0 mcg Pb per gram of potassium chloride
Cocoa	1.0 mcg Pb per gram of cocoa

3.4 Testing and Quality Control Methodology

3.4.1 All testing pursuant to this Consent Judgment shall be performed according to proper and accepted scientific and statistical analysis for the Covered Products using a laboratory method that complies with the performance and quality control factors appropriate for the method used, including limit of detection, limit of qualification, accuracy, and precision and meets at least the following criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-MS) achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing method subsequently agreed upon in writing by the Parties. The methodology is intended to ensure that any resulting test reports and analysis properly account for and eliminate the possibility of false positives or sampling error.

3.4.2 All testing pursuant to this Consent Judgment shall be performed by an independent third-party laboratory certified by the California Environmental Laboratory Accreditation Program for the analysis of lead or an independent third-party laboratory that is registered with the United States Food & Drug Administration ("FDA") for the analysis of lead

and/or that uses methods that are in compliance with FDA regulations for the analysis of lead. Defendant may perform this testing itself or with a third party laboratory if it provides, in an attachment to the test results Defendant provides to ERC, proof that its laboratory meets the requirements in this Section 3.4.2 and Section 3.4.3. Nothing in this Consent Judgment shall limit Defendant's ability to conduct, or require that others conduct, additional testing of the Covered Products, including the raw materials used in their manufacture.

3.4.3 Defendant shall arrange, for at least three (3) consecutive years and at least once per year, for the testing of at least three (3) randomly selected samples of each Covered Product for compliance with the standards set forth in this Consent Judgment. Covered Products shall be tested in the form intended for sale to the end-user to be distributed or sold to California. The testing requirements discussed in Section 3.4 are not applicable to any Covered Product for which Defendant has provided the warning as specified in Section 3.2.

3.4.4 Defendant shall retain the laboratory test data and certifications (if applicable) for a period of three (3) years from the date of testing. If there is an allegation that a Covered Product is in violation of Section 3.1, ERC may make a written request to Defendant delivered to the address of Defendant as set forth in Section 10, for data generated in compliance with Section 3.4.4. In response, within thirty (30) days of ERC's written request, Defendant will provide to ERC, the date the analysis was performed, the name of the laboratory conducting the test, the test method used by the laboratory, the detection limit used by the laboratory, and the analytical results. These reports shall be deemed and treated by ERC as confidential information under the terms of the existing confidentiality agreement entered into by the Parties.

4. SETTLEMENT PAYMENT

4.1 In full satisfaction of all potential civil penalties, payment in lieu of civil penalties, attorney's fees, and costs, Defendant shall make a total payment of $238,750.00 (the "Total Settlement Amount") to ERC. Sections 4.2-4.6 below describe the agreed partition of the Total Settlement Amount.

4.2 $77,868.00 shall be considered a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit 75% ($58,401.00) of the civil penalty to the Office of

Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety Code §25249.12(c). ERC will retain the remaining 25% ($19,467.00) of the civil penalty.

4.3 $8,207.68 shall be considered a reimbursement to ERC for its reasonable costs incurred as a result of bringing this matter to Defendant's attention and negotiating a settlement.

4.4 $58,746.95 shall be considered payment in lieu of civil penalties, for day-to-day business activities such as (1) continued enforcement of Proposition 65, which includes work, analyzing, researching and testing consumer products that may contain Proposition 65 chemicals, focusing on the same or similar type of ingestible products that are the subject of this Matter; and (2) the continued monitoring of past consent judgments and settlements to ensure companies are in compliance with Proposition 65 and (3) giving a donation of $2,930.00 to the Global Community Monitor to address reducing toxic chemical exposures in California..

4.5 $61,755.80 shall be considered reimbursement of attorney fees for Lozeau Drury while $32,171.57 shall be considered reimbursement for ERC's in-house legal fees.

4.6 Pursuant to Section 4, Defendant agrees to remit the Total Settlement Amount of $238,750.00 to ERC within five (5) days of the Effective Date. Defendant shall make this payment by wire transfer to ERC's escrow account, for which ERC will give Defendant the necessary account information.

4.7 In the event that Defendant fails to remit the payment owed under Section 4 of this Consent Judgment on or before the due date, Defendant shall be deemed to be in material breach of its obligations under this Consent Judgment.

4.8 Except as expressly set forth in Sections 4, 5 and 15, Defendant and ERC shall bear their own costs, expenses, and attorneys' fees related to this Matter.

5. MODIFICATION OF CONSENT JUDGMENT

5.1 This Consent Judgment may be modified (i) by written stipulation of the Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a modified consent judgment.

5.2 If Defendant seeks to modify this Consent Judgment under Section 5.1, then Defendant must provide written notice to ERC of its intent ("Notice of Intent"). If ERC seeks to

meet and confer regarding the proposed modification in the Notice of Intent, then ERC must provide written notice to Defendant within thirty days of receiving the Notice of Intent. If ERC notifies Defendant in a timely manner of ERC's intent to meet and confer, then the Parties shall meet and confer in good faith as required in this Section. The Parties shall meet and confer within thirty (30) days of ERC's notification of its intent to meet and confer. Within thirty days of such meeting, if ERC disputes the proposed modification, ERC shall provide to Defendant a written basis for its position. The Parties shall continue to meet and confer for an additional thirty (30) days in an effort to resolve any remaining disputes. The Parties may agree in writing to different deadlines for the meet-and-confer period.

5.3 In the event that Defendant initiates or otherwise requests a modification under Section 5.1, Defendant shall reimburse ERC its costs and reasonable attorney's fees for the time spent in the meet-and-confer process and filing and arguing a joint motion or application in support of a modification of the Consent Judgment.

5.4 Where the meet-and-confer process does not lead to a joint motion or application in support of a modification of the Consent Judgment, then either Party may seek judicial relief on its own. In such a situation, the prevailing party may seek to recover costs and reasonable attorney's fees. As used in the preceding sentence, the term "prevailing party" means a party who is successful in obtaining relief more favorable to it than the relief that the other party was amenable to providing during the Parties' good faith attempt to resolve the dispute that is the subject of the modification.

5.5 This Consent Judgment shall be modified and revised to reflect any of the following events establishing or allowing for lead levels in similar dietary supplement products in excess of those set forth in this Consent Judgment: (a) an amendment to Proposition 65 or a revised regulation by OEHHA concerning safe harbor or naturally occurring levels, or (b) a judicially approved consent judgment between Plaintiff ERC and a third party. In the event of any of the foregoing, the Parties stipulate that this Consent Judgment (and the lead limits and allowances set forth herein) shall be deemed modified to correspond to such revised terms, upon entry by the Court.

6. RETENTION OF JURISDICTION; ENFORCEMENT OF CONSENT JUDGMENT

6.1 This Court shall retain jurisdiction of this matter to enforce, modify or terminate this Consent Judgment pursuant to Section 664.6 of the California Code of Civil Procedure.

6.2 Only after it complies with Section 15 below, any Party may, by motion or application for an order to show cause filed with this Court, enforce the terms and conditions contained in this Consent Judgment.

6.3 In the event that ERC alleges that any Covered Product fails to meet the requirement of Section 3, then ERC shall inform Defendant in a reasonably prompt manner of its test results, including information sufficient to permit Defendant to identify the Covered Products at issue. Defendant shall, within thirty (30) days following such notice, provide ERC with testing information demonstrating Defendant's compliance with the Consent Judgment, if warranted. The Parties shall first attempt to resolve the matter prior to ERC taking any further legal action pursuant to Section 15.

7. BINDING EFFECT; CLAIMS COVERED AND RELEASED

7.1 This Consent Judgment is a full, final, and binding resolution between ERC, on behalf of itself and in the public interest, and Defendant, of any alleged violation of Proposition 65 or its implementing regulations for failure to provide Proposition 65 warnings of exposure to lead from the handling, use or consumption of the Covered Products. ERC, on behalf of the general public in the public interest and on behalf of itself and its respective owners, principals, shareholders, officers, directors, employees, agents, affiliates, parents, subsidiaries, servants, heirs, executors, administrators, successors, assigns, and legal representatives, hereby waives all rights to institute or participate in (directly or indirectly) any form of legal action and fully releases and discharges Defendant, its corporate parents, subsidiaries, and affiliates (including those companies that are under common ownership and/or common control), shareholders, directors, members, managers, officers, employees, agents, attorneys, predecessors, successors and assigns of such persons or entities, and each entity to whom each of them directly or indirectly distributed or sold the Covered Products, including but not limited to manufacturers, distributors, wholesalers, customers (excluding any private label customers of the Covered Products), retailers, franchisees,

and any other person or entity in the course of doing business that distributed, marketed, or sold the Covered Products (collectively referred to as "Covered Releasees") from any and all claims, actions, suits, demands liabilities, damages, penalties, fees, costs and expenses (collectively, "Claims") for alleged violations of Proposition 65 arising from the failure to provide warnings for alleged exposures to lead, or for causing alleged exposures to lead, in Covered Products manufactured before the Compliance Date.

7.2 ERC, on behalf of itself, its agents, representatives, attorneys, successors and/or assignees, and not on behalf of the general public, hereby releases and discharges the Covered Releasees from any and all known and unknown Claims for alleged violations of Proposition 65, or for any other statutory or common law, arising from or relating to alleged exposures to lead and lead compounds in the Covered Products. It is possible that other Claims not known to the Parties arising out of the facts alleged in the Notices of Violation or the Complaint and relating to the Covered Products will develop or be discovered. ERC, on behalf of itself only, acknowledges that this Consent Judgment is expressly intended to cover and include all such Claims, including all rights of action therefor. ERC has full knowledge of the contents of California Civil Code section 1542. ERC, on behalf of itself only, acknowledges that the Claims released in Sections 8.1 and 8.2 may include unknown Claims, and nevertheless waives California Civil Code section 1542 as to any such unknown Claims. California Civil Code section 1542 reads 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 OR HER SETTLEMENT WITH THE DEBTOR."

ERC, on behalf of itself only, acknowledges and understands the significance and consequences of this specific waiver of California Civil Code section 1542.

7.3 Compliance with the requirements of Section 3 of this Consent Judgment shall be deemed to constitute compliance with Proposition 65 by any Covered Releasee with respect to any lead in the Covered Products.

7.4 ERC, on its own behalf, on one hand, and Defendant, on the other hand, release and waive any claims they may have against each other, and their shareholders, officers, directors, members, managers, employees, agents, representatives, and attorneys for all actions or statements made or undertaken by the Covered Releasees in the course of seeking or opposing enforcement of Proposition 65 in connection with the Notices of Violation.

7.5 Nothing in this Release is intended to apply to any occupational or environmental exposures arising under Proposition 65, except as otherwise provided in this Consent Judgment, nor shall it apply to any of Defendant's products other than the Covered Products.

7.6 Nothing herein shall be construed as diminishing Defendant's continuing obligations to comply with Proposition 65.

8. SEVERABILITY OF UNENFORCEABLE PROVISIONS

If any provision, term, or section of this Consent Judgment is found to be invalid, illegal, or unenforceable, then all remaining provisions, terms, or sections shall continue in full force and effect and remain binding on the Parties. If any provision, term, or section of this Consent Judgment is determined to be unenforceable, then such provision, term, or section may be modified so that the unenforceable provision, term, or section is enforceable to the greatest extent possible.

9. GOVERNING LAW

The terms and conditions of this Consent Judgment shall be governed by and construed in accordance with the laws of the state of California.

10. PROVISION OF NOTICE

All notices required to be given to either Party to this Consent Judgment by the other shall be in writing and sent to the following agents listed below by (a) first-class, registered, or certified mail, (b) overnight courier, or (c) personal delivery.

FOR ENVIRONMENTAL RESEARCH CENTER:

Chris Heptinstall, Executive Director
Environmental Research Center
3111 Camino del Rio North, Suite 400
San Diego, CA 92108

Richard Drury
Rebecca Davis
LOZEAU DRURY LLP
410 12th Street, Suite 250
Oakland, CA 94607

FOR BIO-ENGINEERED SUPPLEMENTS & NUTRITION, INC.

Trenton H. Norris
Sarah Esmaili
ARNOLD & PORTER LLP
Three Embarcadero Center, 10th Floor
San Francisco, CA 941111

With a copy to:

ATTN: Legal Department
Glanbia Performance Nutrition
3500 Lacey Road
Suite 1200
Downers Grove, IL 60515
Email: gpn-legal@glanbia.com

11. COURT APPROVAL

11.1 ERC agrees to comply with the reporting requirements referenced in California Health & Safety Code § 25249.7(f) and with California Code of Regulations, Title 11, Section 3003. In addition, ERC agrees to prepare a motion for approval of the Consent Judgment within a reasonable period of time after the date this Consent Judgment is signed by all Parties. The Parties shall use their best efforts to support entry of this Consent Judgment.

11.2 If this Consent Judgment is not approved by the Court, it shall be void and have no force or effect.

12. ENTIRE AGREEMENT

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

13. EXECUTION AND COUNTERPARTS

This Consent Judgment may be signed in counterparts, and each counterpart, as well as any facsimile, e-mail, copy of this Agreement, or any other counterpart, shall be deemed to be an original.

14. DRAFTING

No inference, assumption or presumption shall be drawn, and no provision of this Consent Judgment shall be construed against any of the Parties, based upon the fact that one of the Parties and/or one of the Parties' attorneys prepared and/or drafted all or any portion of this Consent Judgment. It is conclusively presumed that the Parties participated equally in the preparation and drafting of this Consent Judgment.

15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

In the event a dispute arises with respect to either Party's compliance with the terms of this Consent Judgment entered by the Court, the Parties shall meet either in person or by telephone and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand. In the event an action or motion is filed, however, the prevailing party may seek to recover costs and reasonable attorney's fees. As used in the preceding sentence, the term "prevailing party" means a party who is successful in obtaining relief more favorable to it than the relief that the other party was amenable to providing during the parties' good faith attempt to resolve the dispute that is the subject of such enforcement action.

16. AUTHORIZATION

16.1 Each of the individuals who execute this Consent Judgment represents and warrants they have the authority to execute this document and bind the respective Parties to the terms and conditions of this Consent Judgment, and have read, understand, and agree to all the terms and conditions in this Consent Judgment.

17. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF CONSENT JUDGMENT

This Consent Judgment has come before the Court upon the request of the Parties. The Parties request the Court to fully review this Consent Judgment and, being fully informed regarding the matters which are the subject of this action, to:

(1) Find that the terms and provisions of this Consent Judgment represent a fair and equitable settlement of all matters raised by the allegations of the Complaint, that the matter has been diligently prosecuted, and that the public interest is served by such settlement; and

(2) Make the findings pursuant to Health & Safety Code Section 25249.7(f)(4), approve the Settlement and approve this Consent Judgment.

IT IS SO STIPULATED:

Dated: August 26, 2015

ENVIRONMENTAL RESEARCH CENTER

Chris Heptinstall, Executive Director

Dated: August 26th, 2015

GLANBIA PERFORMANCE NUTRITION, INC. d/b/a BIO-ENGINEERED SUPPLEMENTS & NUTRITION, INC.

Name: TSKELLY

Title: CFO

APPROVED AS TO FORM:

Dated: Aug. 26, 2015

LOZEAU DRURY

Rebecca Davis
Attorney for Plaintiff ENVIRONMENTAL RESEARCH CENTER

Dated: Aug. 26, 2015

ARNOLD & PORTER LLP

Sarah Esmaili

Trenton H. Norris
Sarah Esmaili
Attorneys for Defendant GLANBIA PERFORMANCE NUTRITION, INC. d/b/a BIO-ENGINEERED SUPPLEMENTS & NUTRITION, INC.

ORDER AND JUDGMENT

Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

Dated: Nov. 5, 2015

Judge, Superior Court of the State of California

Wynne Carvill

EXHIBIT A
COVERED PRODUCTS

Covered Products identified in First Notice

Tablets/Capsules

- Bio-Engineered Supplements & Nutrition Inc. Epozine-O_2 (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. Aromavex (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. Thermonex (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. Axis-HT (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. EvoTest (Discontinued)

Powders

- Bio-Engineered Supplements & Nutrition Inc. EvoTest, Black Cherry (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. EvoTest, Orange (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. Cellmass, Grape Cooler (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. Volumaize, Artic Berry (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode 2.0, Advanced Strength Blue Raz (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode 2.0, Advanced Strength Fruit Punch (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode 2.0, Advanced Strength Grape (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode 2.0, Advanced Strength Green Apple (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode 2.0, Advanced Strength Watermelon (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. Cellmass 2.0, Advanced Strength Artic Berry
- Bio-Engineered Supplements & Nutrition Inc. Cellmass 2.0, Advanced Strength Blue Raz
- Bio-Engineered Supplements & Nutrition Inc. Cellmass 2.0, Advanced Strength Grape
- Bio-Engineered Supplements & Nutrition Inc. Cellmass 2.0, Advanced Strength Watermelon

Covered Products Identified in Second Notice

Powders

- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode 2.0, Cherry Limeade (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode 2.0, Raspberry Lemonade (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode 2.0, Orange (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode 2.0, Lemonade (Discontinued)

- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode 2.0, Lemon Lime (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode 2.0, Caffeine Free, Fruit Punch (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode 2.0, Caffeine Free, Blue Raz (Discontinued)
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode, Fruit Punch
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode, Blue Raz
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode, Grape
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode, Green Apple
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode, Watermelon
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode, Raspberry Lemonade
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode, Cherry Limeade
- Bio-Engineered Supplements & Nutrition Inc. N.O.-Xplode, Caffeine Free, Fruit Punch