

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") between Environmental Research Center, Inc. ("ERC") and Greens World, Inc. ("Greens World") is made effective on the date on which it is fully executed (the "Effective Date"). ERC and Greens World are hereinafter referred to individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

1. This Agreement is intended to fully resolve all claims, demands, and allegations set forth in or related to the Notices of Violation of California Health & Safety Code § 25249.5, *et seq.* (also known as "Proposition 65") that ERC served on Greens World on January 6, 2012 and March 8, 2012 and on Bristol Farms, Drugstore.com, Inc., and Vitacost.com, Inc. on July 9, 2012 (collectively the "Notices") with regard to each of the following products identified below (referred to hereinafter individually as "Covered Product" or collectively as "Covered Products"):

- **Greens World Inc. Delicious Greens 8000 Original**
- **Greens World Inc. Delicious Kids SuperFood Drink Fruit Punch Flavor**
- **Greens World Inc. Delicious Greens 8000 Berry Flavor**
- **Greens World Inc. Delicious Reds 8000 Strawberry Kiwi**
- **Greens World Inc. Delicious Greens 8000 Chocolate Flavor**
- **Greens World Inc. Delicious Reds 8000 Fruit Punch**

2. The Parties enter into this Agreement in order to achieve a settlement of the claims as stated in Section 1 (collectively "this Matter") and for the purpose of avoiding prolonged litigation. Nothing in this Agreement shall be construed as an admission of the Parties of any fact, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by the Parties of any fact, issue of law or violation of law. Nothing in this Agreement or any document referred to herein, shall be construed as giving rise to any presumption or inference of admission or concession by the Parties 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 Agreement.


3. ERC alleges that Greens World qualifies as a "person in the course of doing business" as that term is defined in California Health and Safety Code section 25249.11(b) because they employ ten (10) or more employees. Greens World denies that it qualifies as a "person in the course of doing business" as that term is defined in California Health and Safety Code section 25249.11(b) and disputes ERC's allegation that it has ten (10) or more employees.

4. In consideration of the following covenants and conditions contained in this Agreement, the Parties have provided the releases as set forth in Section 7 below:

a. Beginning on the Effective Date, Greens World shall not manufacture for sale in the State of California, "Distribute into the State of California," or directly sell in the State of

00061800.1 TD

Initials



**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (this "Agreement") between Environmental Research Center, Inc. ("ERC") and Greens World, Inc. ("Greens World") is made effective on the date on which it is fully executed (the "Effective Date"). ERC and Greens World are hereinafter referred to individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

1. This Agreement is intended to fully resolve all claims, demands, and allegations set forth in or related to the Notices of Violation of California Health & Safety Code § 25249.5, *et seq.* (also known as "Proposition 65") that ERC served on Greens World on January 6, 2012 and March 8, 2012 and on Bristol Farms, Drugstore.com, Inc., and Vitacost.com, Inc. on July 9, 2012 (collectively the "Notices") with regard to each of the following products identified below (referred to hereinafter individually as "Covered Product" or collectively as "Covered Products"):

- **Greens World Inc. Delicious Greens 8000 Original**
- **Greens World Inc. Delicious Kids SuperFood Drink Fruit Punch Flavor**
- **Greens World Inc. Delicious Greens 8000 Berry Flavor**
- **Greens World Inc. Delicious Reds 8000 Strawberry Kiwi**
- **Greens World Inc. Delicious Greens 8000 Chocolate Flavor**
- **Greens World Inc. Delicious Reds 8000 Fruit Punch**

2. The Parties enter into this Agreement in order to achieve a settlement of the claims as stated in Section 1 (collectively "this Matter") and for the purpose of avoiding prolonged litigation. Nothing in this Agreement shall be construed as an admission of the Parties of any fact, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by the Parties of any fact, issue of law or violation of law. Nothing in this Agreement or any document referred to herein, shall be construed as giving rise to any presumption or inference of admission or concession by the Parties 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 Agreement.

3. ERC alleges that Greens World qualifies as a "person in the course of doing business" as that term is defined in California Health and Safety Code section 25249.11(b) because they employ ten (10) or more employees. Greens World denies that it qualifies as a "person in the course of doing business" as that term is defined in California Health and Safety Code section 25249.11(b) and disputes ERC's allegation that it has ten (10) or more employees.

4. In consideration of the following covenants and conditions contained in this Agreement, the Parties have provided the releases as set forth in Section 7 below:

a. Beginning on the Effective Date, Greens World shall not manufacture for sale in the State of California, "Distribute into the State of California," or directly sell in the State of

00061800.1 TD

Initials

CM

California, any Covered Product which exposes a person to a "Daily Exposure Level" of more than 0.5 micrograms of lead per day when the maximum suggested dose is taken as directed on the Covered Product's label, unless each such unit of the Covered Product bears the following warning statement on its individual unit label packaging or by sticker securely affixed on the container or bottle cap:

**"Proposition 65 WARNING: This product contains substance[s] known to the State of California to cause [cancer and] birth defects or other reproductive harm."**

i. As used in this Settlement Agreement and Release, the term "Distribute into the State of California" shall mean to directly ship a Covered Product into California for sale in California or to sell a Covered Product to a distributor that Greens World knows will sell the Covered Product in California.

ii. For the purposes of this Agreement, "Daily Exposure Level" means the maximum daily dose recommended on the label. Daily Exposure Level shall be measured in micrograms, and shall be calculated using the following formula: micrograms of lead per gram of product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the product label), multiplied by servings of the product per day (using the largest number of servings in a recommended dosage appearing on the product label), which equals micrograms of lead exposure per day.

iii. The phrase "cancer and" must be included in the warning only 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.

b. The warning statement set forth in Section 4a. shall be prominent and displayed securely on either the cap, the unit packaging, or by a sticker securely affixed to the Covered Products with such conspicuousness, as compared with other words, statements, or designs so as to render it likely to be read and understood by an ordinary individual purchasing or using the Covered Products. The warning appearing on the label or container shall be at least the same size as the largest of any other health or safety warnings correspondingly appearing on the label or container, as applicable, or such product, and the word "WARNING" shall be in capital letters and in bold print. The warning on the label may not be accompanied by other statements on the label regarding Proposition 65.

c. Greens World shall arrange, for at least five (5) consecutive years and at least once per year, commencing one year from the Effective Date, for the lead testing of five (5) randomly-selected samples each year for each Covered Product to confirm whether the Daily Exposure Level is more or less than 0.5 micrograms of lead when the maximum suggested dose is taken pursuant to the directions on the Covered Product's label. Greens World shall test samples in the form intended for the end-user to be distributed or sold to California consumers.

d. If Greens World is successful with reformulation for any of the Covered Products, and reduces the Daily Exposure Level to 0.5 micrograms of lead or below when taken pursuant

00061800.1 TD

Initials



California, any Covered Product which exposes a person to a "Daily Exposure Level" of more than 0.5 micrograms of lead per day when the maximum suggested dose is taken as directed on the Covered Product's label, unless each such unit of the Covered Product bears the following warning statement on its individual unit label packaging or by sticker securely affixed on the container or bottle cap:

**"Proposition 65 WARNING: This product contains substance[s] known to the State of California to cause [cancer and] birth defects or other reproductive harm."**

- i. As used in this Settlement Agreement and Release, the term "Distribute into the State of California" shall mean to directly ship a Covered Product into California for sale in California or to sell a Covered Product to a distributor that Greens World knows will sell the Covered Product in California.
  - ii. For the purposes of this Agreement, "Daily Exposure Level" means the maximum daily dose recommended on the label. Daily Exposure Level shall be measured in micrograms, and shall be calculated using the following formula: micrograms of lead per gram of product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the product label), multiplied by servings of the product per day (using the largest number of servings in a recommended dosage appearing on the product label), which equals micrograms of lead exposure per day.
  - iii. The phrase "cancer and" must be included in the warning only 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.
- b. The warning statement set forth in Section 4a. shall be prominent and displayed securely on either the cap, the unit packaging, or by a sticker securely affixed to the Covered Products with such conspicuousness, as compared with other words, statements, or designs so as to render it likely to be read and understood by an ordinary individual purchasing or using the Covered Products. The warning appearing on the label or container shall be at least the same size as the largest of any other health or safety warnings correspondingly appearing on the label or container, as applicable, or such product, and the word "WARNING" shall be in capital letters and in bold print. The warning on the label may not be accompanied by other statements on the label regarding Proposition 65.
- c. Greens World shall arrange, for at least five (5) consecutive years and at least once per year, commencing one year from the Effective Date, for the lead testing of five (5) randomly-selected samples each year for each Covered Product to confirm whether the Daily Exposure Level is more or less than 0.5 micrograms of lead when the maximum suggested dose is taken pursuant to the directions on the Covered Product's label. Greens World shall test samples in the form intended for the end-user to be distributed or sold to California consumers.
- d. If Greens World is successful with reformulation for any of the Covered Products, and reduces the Daily Exposure Level to 0.5 micrograms of lead or below when taken pursuant

00061800.1 TD

Initials CM

to the maximum suggested dose as directed on the Covered Product's label, the Parties agree that the Covered Products may be offered for sale in California without the warning stated in Section 4b. If Greens World is successful with reformulation on any of the Covered Products, Greens World shall notify ERC and provide any test results for the Covered Products that document this change in formulation, prior to Greens World directly selling in the State of California any Covered Products without the warning set forth in section 4a.

(1) Pursuant to Sections 4c. and 4d., any such testing shall be performed by an independent third-party laboratory certified by the California Environmental Laboratory Accreditation Program or an independent third-party laboratory that is registered with the United States Food & Drug Administration. The method of selecting samples for testing must comply with the regulations of the Food & Drug Administration as set forth in Title 21, Part 111, Subpart E of the Code of Federal Regulations, including Section 111.80(c). Testing for lead shall be performed using 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 agreed upon in writing by the Parties. Nothing in this Agreement shall limit Greens World's ability to conduct or require that others conduct additional testing of the Covered Products, including raw materials used in their manufacture.

(2) Pursuant to Sections 4c. and 4d., Greens World shall retain copies of its test data for a period of five years from the date of each test.

e. The testing requirements set forth in this Agreement are not applicable to any Covered Product for which Greens World has provided a warning as specified in Section 4a.

5. Greens World shall make a total settlement payment of \$9,500.00 by wire transfer to ERC's escrow account within 5 days of the Effective Date, for which ERC will give Greens World the necessary account information. The settlement payment shall be allocated as follows:

a. As a portion of the Total Settlement Amount, \$3,000.00 shall be considered a civil penalty pursuant to California Health and Safety Code § 25249.7(b)(1). ERC shall remit 75% (\$2,250.00) 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% (\$750.00) of the civil penalty.

b. As a portion of the Total Settlement Amount, \$490.66 shall be considered a reimbursement to ERC for its costs incurred as a result of bringing this matter to Greens World's attention and negotiating a settlement.

c. As a portion of the Total Settlement Amount, \$2,730.00 shall be considered reimbursement of attorney fees for Karen Evans and \$3,279.34 shall be considered reimbursement for ERC's in-house legal fees.

00061800.1 TD

Initials



SETTLEMENT AGREEMENT AND RELEASE

to the maximum suggested dose as directed on the Covered Product's label, the Parties agree that the Covered Products may be offered for sale in California without the warning stated in Section 4b. If Greens World is successful with reformulation on any of the Covered Products, Greens World shall notify ERC and provide any test results for the Covered Products that document this change in formulation, prior to Greens World directly selling in the State of California any Covered Products without the warning set forth in section 4a.

(1) Pursuant to Sections 4c. and 4d., any such testing shall be performed by an independent third-party laboratory certified by the California Environmental Laboratory Accreditation Program or an independent third-party laboratory that is registered with the United States Food & Drug Administration. The method of selecting samples for testing must comply with the regulations of the Food & Drug Administration as set forth in Title 21, Part 111, Subpart E of the Code of Federal Regulations, including Section 111.80(c). Testing for lead shall be performed using 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 agreed upon in writing by the Parties. Nothing in this Agreement shall limit Greens World's ability to conduct or require that others conduct additional testing of the Covered Products, including raw materials used in their manufacture.

(2) Pursuant to Sections 4c. and 4d., Greens World shall retain copies of its test data for a period of five years from the date of each test.

e. The testing requirements set forth in this Agreement are not applicable to any Covered Product for which Greens World has provided a warning as specified in Section 4a.

5. Greens World shall make a total settlement payment of \$9,500.00 by wire transfer to ERC's escrow account within 5 days of the Effective Date, for which ERC will give Greens World the necessary account information. The settlement payment shall be allocated as follows:

a. As a portion of the Total Settlement Amount, \$3,000.00 shall be considered a civil penalty pursuant to California Health and Safety Code § 25249.7(b)(1). ERC shall remit 75% (\$2,250.00) 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% (\$750.00) of the civil penalty.

b. As a portion of the Total Settlement Amount, \$490.66 shall be considered a reimbursement to ERC for its costs incurred as a result of bringing this matter to Greens World's attention and negotiating a settlement.

c. As a portion of the Total Settlement Amount, \$2,730.00 shall be considered reimbursement of attorney fees for Karen Evans and \$3,279.34 shall be considered reimbursement for ERC's in-house legal fees.

00061800.1 TD

Initials

CM

SETTLEMENT AGREEMENT AND RELEASE

6. Except as expressly set forth in Section 5, the Parties shall bear their own costs, expenses, and attorneys' fees related to this Matter.

7. Binding Effect; Claims Covered and Released

a. This Agreement is a full, final, and binding resolution between ERC, 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, on the one hand and Greens World, 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, on the other, 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 and fully resolves all claims that have been or could have been asserted in this action up to and including the Effective Date for failure to provide Proposition 65 warnings for the Covered Products. ERC hereby discharges Greens World and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, customers, distributors, wholesalers, retailers, and all other upstream and downstream entities in the distribution chain of any Covered Product, and the predecessors, successors and assigns of any of them (collectively, "Released Parties"), from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs and expenses asserted, or that could have been asserted, as to any alleged violation of Proposition 65 up through and including the Effective Date arising from the failure to provide Proposition 65 warnings on the Covered Products regarding lead.

b. ERC, on behalf of itself only, hereby releases and discharges the Released Parties from all known and unknown claims, causes of action, suits, damages, penalties, liabilities, injunctive relief, declaratory relief, attorney's fees, costs, and expenses arising from or related to the claims asserted or that could have been asserted, under state or federal law, regarding the presence of lead in the Covered Products or the facts alleged in the Notice or the Complaint, including without limitation any and all claims concerning exposure to any person to lead in the Covered Products up to, and including, the Effective Date.

c. ERC on its own behalf only, on one hand, and Greens World on its own behalf only, on the other, further waive and release any and all claims they may have against each other for all actions or statements made or undertaken in the course of seeking or opposing enforcement of Proposition 65 in connection with the Notice or Complaint up through and including the Effective Date, provided, however, that nothing in Section 7 shall affect or limit any Party's right to seek to enforce the terms of this Agreement. It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice or the Complaint and relating to the Covered Products will develop or be discovered. ERC on behalf of itself only, acknowledges that this Agreement is expressly intended to cover and include all such claims up through the Effective Date, including all rights of action therefore. ERC acknowledges that the claims released in Sections 7.a through 7.c above may include unknown claims, and nevertheless waives California Civil Code section 1542 as to any such unknown claims. California Civil

00061800.1 TD

Initials 

6. Except as expressly set forth in Section 5, the Parties shall bear their own costs, expenses, and attorneys' fees related to this Matter.

7. Binding Effect; Claims Covered and Released

a. This Agreement is a full, final, and binding resolution between ERC, 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, on the one hand and Greens World, 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, on the other, 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 and fully resolves all claims that have been or could have been asserted in this action up to and including the Effective Date for failure to provide Proposition 65 warnings for the Covered Products. ERC hereby discharges Greens World and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, customers, distributors, wholesalers, retailers, and all other upstream and downstream entities in the distribution chain of any Covered Product, and the predecessors, successors and assigns of any of them (collectively, "Released Parties"), from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs and expenses asserted, or that could have been asserted, as to any alleged violation of Proposition 65 up through and including the Effective Date arising from the failure to provide Proposition 65 warnings on the Covered Products regarding lead.

b. ERC, on behalf of itself only, hereby releases and discharges the Released Parties from all known and unknown claims, causes of action, suits, damages, penalties, liabilities, injunctive relief, declaratory relief, attorney's fees, costs, and expenses arising from or related to the claims asserted or that could have been asserted, under state or federal law, regarding the presence of lead in the Covered Products or the facts alleged in the Notice or the Complaint, including without limitation any and all claims concerning exposure to any person to lead in the Covered Products up to, and including, the Effective Date.

c. ERC on its own behalf only, on one hand, and Greens World on its own behalf only, on the other, further waive and release any and all claims they may have against each other for all actions or statements made or undertaken in the course of seeking or opposing enforcement of Proposition 65 in connection with the Notice or Complaint up through and including the Effective Date, provided, however, that nothing in Section 7 shall affect or limit any Party's right to seek to enforce the terms of this Agreement. It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice or the Complaint and relating to the Covered Products will develop or be discovered. ERC on behalf of itself only, acknowledges that this Agreement is expressly intended to cover and include all such claims up through the Effective Date, including all rights of action therefore. ERC acknowledges that the claims released in Sections 7.a through 7.c above may include unknown claims, and nevertheless waives California Civil Code section 1542 as to any such unknown claims. California Civil

00061800.1 TD

Initials CM



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.

d. Compliance with the terms of this Agreement shall be deemed to constitute compliance with Proposition 65 by any Released Party regarding alleged exposures to lead in the Covered Products.

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

9. After execution of this Agreement, ERC will submit to the California Attorney General a Report of Settlement. In addition, ERC will provide to the California Attorney General a signed copy of this Agreement.

10. This Agreement contains the entire agreement between the Parties with regard to settlement of this Matter, and supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth in this Agreement. This Agreement may be amended or modified in whole or in part at any time only by an agreement in writing executed by the Parties.

11. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective owners, principals, shareholders, members, managers, affiliates, officers, directors, employees, agents, servants, heirs, executors, successors, and assigns.

12. No inference, assumption or presumption shall be drawn, and no provision of this Agreement 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 Agreement. It is conclusively presumed that the Parties participated equally in the preparation and drafting of this Agreement.

13. If any provision, term, or section of this Agreement 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.

00061800.1 TD

Initials



SETTLEMENT AGREEMENT AND RELEASE

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.

d. Compliance with the terms of this Agreement shall be deemed to constitute compliance with Proposition 65 by any Released Party regarding alleged exposures to lead in the Covered Products.

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

9. After execution of this Agreement, ERC will submit to the California Attorney General a Report of Settlement. In addition, ERC will provide to the California Attorney General a signed copy of this Agreement.

10. This Agreement contains the entire agreement between the Parties with regard to settlement of this Matter, and supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth in this Agreement. This Agreement may be amended or modified in whole or in part at any time only by an agreement in writing executed by the Parties.

11. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective owners, principals, shareholders, members, managers, affiliates, officers, directors, employees, agents, servants, heirs, executors, successors, and assigns.

12. No inference, assumption or presumption shall be drawn, and no provision of this Agreement 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 Agreement. It is conclusively presumed that the Parties participated equally in the preparation and drafting of this Agreement.

13. If any provision, term, or section of this Agreement 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.

00061800.1 TD

Initials

CM

SETTLEMENT AGREEMENT AND RELEASE

14. This Agreement shall be governed and interpreted by the laws of the State of California, regardless of the physical locations of the individuals executing this Agreement at the time of execution.

15. The Parties acknowledge that they have a right to consult an attorney and they have consulted their attorneys with respect to the terms and conditions of this Agreement or by signing this Agreement hereby acknowledge they have made the decision not to consult with an attorney in this Matter. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing this Agreement.

16. The Parties are aware and acknowledge that this Agreement is an out-of-court settlement and that they may not receive all of the protections afforded by a court-approved consent judgment. The Parties are entering into this Agreement in good faith and in an effort to settle all claims and allegations related to the Notices, and this Agreement applies only to the claims made by ERC and to the products identified in the Notices.

17. Any legal action to enforce this Agreement shall be brought in any county of the State of California, any of which is deemed to be the proper venue for such legal action. The prevailing party in any such legal action shall be entitled to recover its attorneys' fees in addition to any other legally recoverable costs.

18. This Agreement 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.

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

DATED: \_\_\_\_\_

GREENS WORLD, INC.

By: \_\_\_\_\_  
Cocó March, CEO

DATED: 2/9/2015

ENVIRONMENTAL RESEARCH CENTER, INC.

By: \_\_\_\_\_  
Chris Hepinstall, Executive Director

00061800.1 TD

Initials CM

SETTLEMENT AGREEMENT AND RELEASE

14. This Agreement shall be governed and interpreted by the laws of the State of California, regardless of the physical locations of the individuals executing this Agreement at the time of execution.

15. The Parties acknowledge that they have a right to consult an attorney and they have consulted their attorneys with respect to the terms and conditions of this Agreement or by signing this Agreement hereby acknowledge they have made the decision not to consult with an attorney in this Matter. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing this Agreement.

16. The Parties are aware and acknowledge that this Agreement is an out-of-court settlement and that they may not receive all of the protections afforded by a court-approved consent judgment. The Parties are entering into this Agreement in good faith and in an effort to settle all claims and allegations related to the Notices, and this Agreement applies only to the claims made by ERC and to the products identified in the Notices.

17. Any legal action to enforce this Agreement shall be brought in any county of the State of California, any of which is deemed to be the proper venue for such legal action. The prevailing party in any such legal action shall be entitled to recover its attorneys' fees in addition to any other legally recoverable costs.

18. This Agreement 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.

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

DATED: 1-28-2015

GREENS WORLD, INC.

By:

  
Coco March, CEO

DATED: \_\_\_\_\_

ENVIRONMENTAL RESEARCH CENTER, INC.

By:

\_\_\_\_\_  
Chris Heptinstall, Executive Director