

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") is made effective on the date on which it is fully executed (the "Effective Date") between Environmental Research Center Inc. ("ERC") and Robbins Research International, Inc. ("Robbins Research"). ERC and Robbins Research are 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 Notice of Violation of California Health & Safety Code §25249.5, et seq. (also known as "Proposition 65") that ERC served on Robbins Research on or about January 18, 2013 (the "Notice"), pertaining to each of the following products (the "Covered Products") (collectively, this "Matter"):

- **Robbins Research International, Inc. Anthony Robbins Inner Balance Pure Energy Greens with MSM**
- **Robbins Research International, Inc. Living Light Pack Anthony Robbins Inner Balance Inner Fuel**
- **Robbins Research International, Inc. Living Light Pack Anthony Robbins Inner Balance Re-Energize**
- **Robbins Research International, Inc. Living Light Pack Anthony Robbins Inner Balance Glucomannan**

2. The Parties enter into this Agreement in order to achieve a settlement of the claims as stated in Section 1 for the purpose of avoiding litigation. Nothing in this Agreement shall be construed as an admission by ERC or Robbins Research of any fact, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by Robbins Research 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 Robbins Research 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. In consideration of the following covenants of Robbins Research, and the other conditions contained in this Agreement, ERC releases Robbins Research as set forth in Section 6 below:

a. Robbins Research agrees that all Covered Products produced and offered for sale in California on and after the Effective Date, shall comply with California law, including Proposition 65.

b. Beginning on the Effective Date, Robbins Research shall not manufacture for sale in the State of California, distribute into the State of California, or directly sell in the State of California, any Covered Products which expose a person to a daily dose of lead 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 Products bears one of the warning statements attached to this Agreement as Exhibit A ("Approved Warning") on its individual unit label packaging or by sticker securely affixed on the container. ERC agrees that the Approved Warning complies with the requirements of Proposition 65. As used in this Agreement, the term "distribute into the State of California" shall mean to directly ship a Covered Product into California for sale to consumers in California or to sell a Covered Product to a distributor that Robbins Research knows will sell the Covered Product to consumers in California

c. The requirements of Section 3 shall only apply if Robbins Research is a "person in the course of doing business," as that term is defined in Health and Safety Code Section 25249.11(b). Robbins Research represents that during periods when the Covered Products were placed in the stream of commerce it was a person in the course of doing business because it employed 10 or more employees.

4. Robbins Research shall make a total settlement payment of \$85,000.00 ("Total Settlement Amount") to ERC, allocated as follows:

a. As a portion of the Total Settlement Amount, \$15,340 shall be considered a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit 75% (\$11,505) 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% (\$3,835) of the civil penalty.

b. As a portion of the Total Settlement Amount, \$17,281 shall be considered a reimbursement to ERC for its reasonable work, analysis, and consulting costs associated with the enforcement of Proposition 65 and other expenses and costs incurred as a result of bringing this matter to Robbins Research's attention and negotiating a settlement in the public interest.

c. \$46,016 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.

d. As a portion of the Total Settlement Amount, \$4,788 shall be considered reimbursement of attorney fees for Ryan Hoffman, and \$1,575 shall be considered reimbursement of attorney fees for Michael Freund.

e. Pursuant to Section 4, Robbins Research agrees to remit the Total Settlement Amount of \$85,000 to ERC within fifteen (15) business days of the Effective Date. Robbins Research shall make this payment by wire transfer to ERC's escrow account, for which ERC will give Robbins Research the necessary account information.

5. Except as expressly set forth in Section 4, Robbins Research and ERC shall bear their own costs, expenses, and attorneys' fees related to this Matter.

6. 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, (the "ERC Releasing Parties") releases Robbins Research and its respective owners, principals, shareholders, officers, directors, employees, agents, affiliates, parents, subsidiaries, servants, heirs, executors, administrators, successors, assigns, and legal representatives (the "Robbins Research Released Parties") from all claims for violations of Proposition 65 up through the Effective Date for the Covered Products. It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice of Violation and relating to the Covered Products will develop or be discovered. ERC acknowledges that this Agreement is expressly intended to cover and include all such claims, including all rights of action therefore. ERC has full knowledge of the contents of California Civil Code section 1542. ERC acknowledges that the claims released in this Agreement 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 acknowledges and understands the significance and consequences of this specific waiver of California Civil Code Section 1542.

7. The Parties hereby agree that the releases set forth in this Agreement shall constitute a full release of the Robbins Research Released Parties from all claims asserted in the Notice.

8. The ERC Releasing Parties, on one hand, and the Robbins Research Released Parties, on the other hand, release and waive any claims they may have against each other for all actions or statements made or undertaken by the Parties in the course of seeking or opposing enforcement of Proposition 65 in connection with the Notice.

9. Nothing herein shall be construed as diminishing Robbins Research's continuing obligations to comply with Proposition 65.

10. 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. The Parties acknowledge and agree that the Parties shall jointly cooperate and comply with the information requested by the California Attorney General, or any other governmental agency, regarding this Matter, its settlement, and this Agreement.

11. 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.

12. 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.

13. 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.

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

15. This Agreement shall be deemed to have been entered into in the State of California, and 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.

16. 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.

17. The Parties are aware and acknowledge that this Agreement is an out-of-court settlement in lieu of a court-approved settlement. The Parties are entering into this Agreement in good faith and in an effort to settle all claims and allegations related to the Notice, and this Agreement applies only to the claims made by ERC and to the products identified in the Notice.

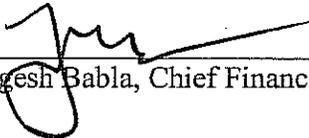
18. Any legal action to enforce this Agreement shall be brought in any county of the State of California, any of which is deemed to be the proper venue for such legal action. The prevailing party in any such legal action shall be entitled to recover its attorneys' fees in addition to any other legally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

19. 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.

20. 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.

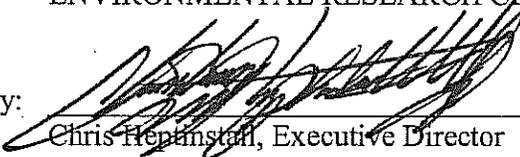
DATED: July 24, 2014

ROBBINS RESEARCH INTERNATIONAL, INC.

By: 
Yogesh Babla, Chief Financial Officer

DATED: 7/24/2014

ENVIRONMENTAL RESEARCH CENTER, INC.

By: 
Chris Hepinstall, Executive Director

PROPOSITION 65 WARNING: Chemicals known to the State of California to cause cancer, or birth defects or other reproductive harm, are present in dietary supplements, including these products. Proposition 65, a California law, requires businesses with 10 or more employees to provide consumers with a clear and reasonable warning prior to knowingly and intentionally exposing them to listed chemicals. California has listed over 800 chemicals under Proposition 65. While exposure to some listed chemicals occur in workplaces, other exposures occur during everyday activities, such as eating certain foods, driving, or using personal care products.

A variety of factors can affect your personal risk of cancer or other reproductive harm. Women who are pregnant, trying to become pregnant, nursing mothers, people with small children, and others seeking more information about food products can obtain more information at the U.S. Food and Drug Administration website at <http://www.foodsafety.gov>. You can obtain more information about Proposition 65 at <http://www.oehha.ca.gov/prop65.html>. You should also consult your healthcare provider if you have additional questions.

Exhibit A

PURE ENERGY GREENS

ANTHONY ROBBINS
INNER BALANCE



TONY ROBBINS
World Authority on Peak Performance

Anthony Robbins has spent the last three decades studying the principles of vibrant physical health and applying them to his own life with extraordinary results. Tony has had the unique privilege of serving 50 million people from 80 countries and giving them the tools to create a life of sustainable and vital health.

As Anthony Robbins has discovered in his own pursuit of fulfillment, health is not merely feeling well, but a vibrant state that unlocks consistent peak performance in the body.

When you create peak levels of vitality and energy, something magical happens. And when it is alive within you, there is a charisma, an excitement, an exuberant passion for living that doesn't exist without physical vitality.

To help others achieve an extraordinary quality of health, Anthony Robbins has teamed up with one of the nation's top nutritionists to create Inner Balance®, a revolutionary line of health products that will help revitalize and rejuvenate the most crucial element in life: your physical well-being.*

Not only are most Inner Balance® products dairy, yeast, hormone, peanut and gluten-free, they're also completely free of artificial colors and flavors and mostly suitable for vegetarians to help you naturally maintain the extraordinary health—and life—you desire and deserve.



Manufactured by Robbins Research International, Inc.
San Diego, CA 92126. www.tonyrobbins.com/innerbalance

DIETARY SUPPLEMENT
Pure Energy Greens
with MSM
increases energy levels*
MADE WITH ORGANIC INGREDIENTS



Nutritionist
Recommended
100% Vegetarian

NET WT. 0.62 LBS (280 g)

Supplement Facts

Serving Size: 1 Teaspoon (2 g)
Servings Per Container: 140

Amount Per Serving	% DV
Methylsulfonylmethane (MSM)	870 mg *
Proprietary Blend	1050 mg *
Barley grass, Wheat grass, Alfalfa (leaves), Broccoli (whole plant), Spinach (leaves), Kelp (whole plant).	

* Daily Value (DV) not established.

DIRECTIONS:
As a dietary supplement, take one teaspoon (2 g) in 16 oz. of water 2-3 times daily.

BENEFITS: A specially formulated mega-concentration of spinach and 100% organic grasses, green vegetables and natural fibers rich in alkaline-forming properties that promote a naturally healthy pH.* Pure Energy Greens with MSM contains methylsulfonylmethane (MSM), a powerful nutritional supplement which energizes the body and helps support overall respiratory health.*

KEEP OUT OF THE REACH OF CHILDREN.

*These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease.

PROPOSITION 65 WARNING: Chemicals known to the State of California to cause cancer, or birth defects or other reproductive harm, are present in dietary supplements, including this product. Proposition 65, a California law, requires businesses with 10 or more employees to provide consumers with a clear and reasonable warning prior to knowingly and intentionally exposing them to listed chemicals. California has listed over 800 chemicals under Proposition 65. While exposure to some listed chemicals occurs in workplaces, other exposures occur during everyday activities, such as eating certain foods, driving, or using personal care products. A variety of factors can affect your personal risk of cancer or other reproductive harm. Women who are pregnant, trying to become pregnant, nursing infants, people with small children and others seeking more information about food products can obtain more information at the U.S. Food and Drug Administration website at <http://www.fda.gov>. You can obtain more information about Proposition 65 at <http://www.dnr.ca.gov/pro65.html>. You should also consult your healthcare provider if you have additional questions.

WARNING: If you are pregnant or nursing, taking any medication or have any medical condition, consult a health care professional prior to using this product.