

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") between Environmental Research Center ("ERC") and Legno Medico, Inc., a Washington corporation formerly known and doing business as Bio-Genesis Nutraceuticals, Inc. ("Biogenesis") is made effective on the date on which it is fully executed (the "Effective Date"). ERC and Biogenesis are hereinafter referred to individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

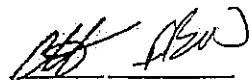
1. This Agreement is intended to fully resolve all claims, demands, and allegations set forth in or related to the Notice of Violation of California Health & Safety Code §25249.5, *et seq.* (also known as "Proposition 65") that ERC served on Biogenesis on May 23, 2014 (the "Notice") with regard to each of the following products identified below (referred to hereinafter individually as "Covered Product" or collectively as "Covered Products"):

- BioGenesis Nutraceuticals Inc. Phyto Immune
- BioGenesis Nutraceuticals Inc. MultiGreens
- BioGenesis Nutraceuticals Inc. Intestinal Repair Complex
- BioGenesis Nutraceuticals Inc. Ultra Lean Body Composition Formula Vanilla
- BioGenesis Nutraceuticals Inc. Resveratrol Plus Flavonoids
- BioGenesis Nutraceuticals Inc. AllHist Relief
- BioGenesis Nutraceuticals Inc. BioLax
- BioGenesis Nutraceuticals Inc. BioCleanse Plus
- BioGenesis Nutraceuticals Inc. BioInflammatory Berry Plus
- BioGenesis Nutraceuticals Inc. UTI-Max
- BioGenesis Nutraceuticals Inc. Gastric Repair Complex
- BioGenesis Nutraceuticals Inc. BioInflammatory Plus Capsules
- BioGenesis Nutraceuticals Inc. BioCleanse Capsules
- BioGenesis Nutraceuticals Inc. BioProstate

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/denial 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/denial 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. In consideration of the following covenants and conditions contained in this Agreement, the Parties have provided the releases as set forth in Section 6 below:

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a. BioGenesis is out of the business of selling dietary supplements. Biogenesis agrees that it will not produce, sell or offer to sell the Covered Products on and after the Effective Date. BioGenesis and Legno Medico agree to comply with Proposition 65 should it ever decide to produce, sell or offer to sell dietary supplements in California.

4. Biogenesis shall make a total settlement payment of \$25,000.00 ("Total Settlement Payment") by wire transfer to ERC's escrow account within 5 days of the Effective Date, for which ERC will give Biogenesis the necessary account information. The Total Settlement Payment shall be allocated as follows:

a. \$8,000.00 shall be considered a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit 75% (\$6,000.00) 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% (\$2,000.00) of the civil penalty.

b. \$3,373.64 shall be considered a reimbursement to ERC for its costs incurred as a result of bringing this matter to Biogenesis' attention and negotiating a settlement.

c. \$7,000.00 shall be considered reimbursement of attorney fees for Aqua Terra Aeris (ATA) Law Group, and \$6,626.36 shall be considered reimbursement for ERC's in-house legal fees.

d. In the event that Biogenesis fails to remit the Total Settlement Payment owed under Section 4 of this Settlement Agreement on or before the due date, Biogenesis shall be deemed to be in material breach of its obligations under this Agreement.

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

6. Binding Effect; Claims Covered and Released

a. 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 (collectively the "Releasing Parties") fully releases Biogenesis, Nutra, Inc., a Delaware Corporation, and their respective owners, principals, shareholders, officers, directors, employees, agents, affiliates, parents, subsidiaries, servants, heirs, executors, administrators, successors, assigns, and legal representatives (collectively the "Released Parties") from any and all claims for violations of Proposition 65 arising from or related to sales of the Covered Products through May 28, 2014.

b. The Releasing Parties and the Released Parties 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, and for the sales of former BioGenesis products by Nutra,

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Inc. through May 28, 2014

c. 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, on the one hand, and Biogenesis, on the other hand, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through and including the Effective Date, including all rights of action therefore, and further acknowledge that the claims released in Section 6 may include unknown claims, and nevertheless waive 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, on the one hand, and Biogenesis, on the other hand, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code Section 1542.

7. Nothing in this Release is intended to apply to any of Biogenesis' products other than the Covered Products.

8. 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 provide as much information as is requested by the California Attorney General, or any other governmental agency, regarding this Matter, its settlement, and this Agreement.

9. 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.

10. 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.

11. 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.

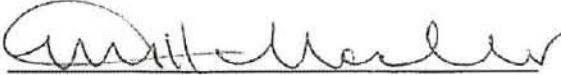
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APPROVED AS TO FORM:


DATED: 12/22/14

AQUA TERRA AERIS LAW GROUP

By: 
Matthew C. Maclear
Attorneys for Plaintiff

DATED: 12/23/14

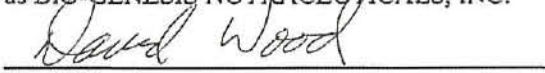
K&L Gates LLP

By: 
Edward Sangster
Attorneys for
Legno Medico, Inc., formerly known and doing
business as Biogenesis Nutraceuticals, Inc.

IT IS AGREED:


DATED: 12/22/14

LEGNO MEDICO, INC., formerly known and doing
as BIO-GENESIS NUTRACEUTICALS, INC.

By: 
David Wood
Title: Chief Executive Officer

DATED: 12/22/2014

ENVIRONMENTAL RESEARCH CENTER

By: 
Chris Hepinstall, Executive Director

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