SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") between Environmental Research Center Inc. ("ERC") and Eclectic Institute, Inc. ("Eclectic") is made effective on the date on which it is fully executed (the "Effective Date"). ERC and Eclectic 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 Violations of California Health & Safety Code §25249.5, *et seq.* (also known as "Proposition 65") that ERC served on Eclectic on August 29, 2014 (the "Notice"), and each of the following products identified below (the "Covered Products"):
 - Eclectic Institute Inc. Fresh Freeze-Dried Raw Lemon Greens POW-der
 - Eclectic Institute Freeze-Dried Concentrate Intestinal Support
 - Eclectic Institute Inc. Fresh Freeze-Dried Raw Green Memory POW-der
 - Eclectic Institute Inc. Fresh Raw Freeze-Dried Black Cohosh
 - Eclectic Institute Inc. Fresh Freeze-Dried White Willow Feverfew
 - Eclectic Institute Inc. Fresh Raw Freeze-Dried Osha
 - Eclectic Institute Inc. Fresh Raw Freeze-Dried Goldenseal
 - Eclectic Institute Freeze-Dried Concentrate Urinary Tract Support Uva Ursi Marshmallow
 - Eclectic Institute Inc. Fresh Raw Freeze-Dried Echinacea Goldenseal Combination
 - Eclectic Institute Inc. Fresh Raw Freeze-Dried Kudzu
 - Eclectic Institute Inc. Raw Fresh Freeze-Dried Ginkgo Golden POW-der
- 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. 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:
- a. Eclectic agrees that all Covered Products produced and offered for sale in California (and offered for sale to a third party for retail sale in California) on and after the Effective Date, shall comply with California law, including Proposition 65.
- b. WARNING: Beginning on the Effective Date, Eclectic 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 Product which exposes a person to a "Daily Exposure Level" of more

Initials A

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 the following warning statement on its individual unit label packaging or by sticker securely affixed on the container or bottle cap:

"WARNING: This product contains lead, a chemical 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 Eclectic knows will sell the Covered Product in California.
- ii. For the purposes of this Agreement, "Daily Lead 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.
- c. The warning statement set forth in Section 3b. 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. No other statements may accompany the warning.
 - i. As of the date of this Agreement, Eclectic has implemented warning statements on product packaging for the Covered Products, attached hereto as Exhibit A, and has also implemented warning statements for the Covered Products on its website, http://www.eclecticherb.com/.
- d. TESTING: Eclectic 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 of five separate lots, or each lot of that Covered Product if less than 5 lots are produced, 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 does is taken pursuant to the directions on the Covered Product's label. Eclectic shall provide ERC with any related documentation pursuant to Section 3.e.2, and shall include the lot identification numbers of



the lots tested. Eclectic shall test samples in the form intended for the end-user to be distributed or sold to California consumers.

- e. REFORMULATION: Eclectic may subsequently agree to reformulate each of the products to eliminate the ingredients resulting in lead levels greater than $0.5~\mu g/day$ based on each product's daily dosage instructions. If Eclectic 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 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 3b. If within 5 years from the Effective Date Eclectic is successful with reformulation on any of the Covered Products, Eclectic shall notify ERC and provide any test results for the Covered Products that document this change in formulation, no longer than 10~mic0 working days after Eclectic's receipt of the test results.
 - (1) Pursuant to Sections 3d. and 3e., 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 Eclectic'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 3d. and 3e., Eclectic shall retain copies of its test data from the date testing commenced and shall provide all test data to ERC within fifteen (15) days of receipt of said data after conducting the required testing as set forth above. The requirement to provide all test data to ERC shall cease after five (5) years from the Effective Date.
- 4. In full satisfaction of all potential civil penalties, payment in lieu of civil penalties, attorney's fees and costs, Eclectic shall make a total of \$55,000.00 ("Total Settlement Amount") in settlement payments to ERC on the following schedule: An initial payment of \$10,000 shall be made to ERC within (7) days of the Effective Date followed by ten (10) consecutive monthly payments in the amount of \$4,500 due and owing no later than the 15th of each month.

Eclectic shall make these payments by wire transfer to ERC's escrow for which ERC will give Eclectic the necessary account information. The Total Settlement Amount shall be distributed by ERC as follows:

a. \$11,968.00 shall be considered a civil penalty pursuant to California Health and Safety Code \$25249.7(b)(1). ERC shall remit 75% (\$8,976.00) of the civil penalty to the Office

Initials St

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% (\$2,992.00) of the civil penalty.

- b. \$3,928.76 shall be considered reimbursement to ERC for its reasonable costs incurred as a result of bringing this matter to Eclectic's attention and negotiating a settlement.
- c. \$17,956.00 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. \$8,665.00 shall be considered reimbursement of attorney fees for Christina Caro and \$12,482.24 shall be considered reimbursement of ERC's in-house legal fees.
- e. In the event that Eclectic fails to remit any of the settlement payments owed under Section 4 of this Settlement Agreement on or before the due date, Eclectic 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 fully releases Eclectic 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") from any and all claims for violations of Proposition 65 up through and including the Effective Date based on exposure to lead from the Covered Products as set forth in the Notice.
- b. The Releasing 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.
- c. It is possible that other claims not known to the Parties arising out of the facts alleged in the Notices 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 Eclectic, on the other hand, acknowledge that this Consent Judgment 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 Sections 8.1 and 8.2 above 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 Eclectic, 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 occupational or environmental exposures arising under Proposition 65, except as otherwise provided in this agreement, nor shall it apply to any of Eclectic's products other than the Covered Products.
- 8. Nothing herein shall be construed as diminishing Eclectic's continuing obligations to comply with Proposition 65.
- 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. 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.
- 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. If any provision, term, or section of this Agreement is

Initials Ab

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.

- 14. 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.
- 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 will not receive 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 Notice, and this Agreement applies only to the claims made by ERC and to the products identified in the Notice.
- 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:		ECLECTIC INSTITUTE, INC.
		By: Edward K. Alstat Title: Owner, President
DATED:	11/8/2014	By: Chris Hepingall, Executive Director
		Initials M

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") between Environmental Research Center Inc. ("ERC") and Eclectic Institute, Inc. ("Eclectic") is made effective on the date on which it is fully executed (the "Effective Date"). ERC and Eclectic 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 Violations of California Health & Safety Code §25249.5, *et seq.* (also known as "Proposition 65") that ERC served on Eclectic on August 29, 2014 (the "Notice"), and each of the following products identified below (the "Covered Products"):
 - Eclectic Institute Inc. Fresh Freeze-Dried Raw Lemon Greens POW-der
 - Eclectic Institute Freeze-Dried Concentrate Intestinal Support
 - Eclectic Institute Inc. Fresh Freeze-Dried Raw Green Memory POW-der
 - Eclectic Institute Inc. Fresh Raw Freeze-Dried Black Cohosh
 - Eclectic Institute Inc. Fresh Freeze-Dried White Willow Feverfew
 - Eclectic Institute Inc. Fresh Raw Freeze-Dried Osha
 - Eclectic Institute Inc. Fresh Raw Freeze-Dried Goldenseal
 - Eclectic Institute Freeze-Dried Concentrate Urinary Tract Support Uva Ursi Marshmallow
 - Eclectic Institute Inc. Fresh Raw Freeze-Dried Echinacea Goldenseal Combination
 - Eclectic Institute Inc. Fresh Raw Freeze-Dried Kudzu
 - Eclectic Institute Inc. Raw Fresh Freeze-Dried Ginkgo Golden POW-der
- 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. 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:
- a. Eclectic agrees that all Covered Products produced and offered for sale in California (and offered for sale to a third party for retail sale in California) on and after the Effective Date, shall comply with California law, including Proposition 65.
- b. WARNING: Beginning on the Effective Date, Eclectic 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 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 Products bears the following warning statement on its individual unit label packaging or by sticker securely affixed on the container or bottle cap:

"WARNING: This product contains lead, a chemical 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 Eclectic knows will sell the Covered Product in California.
- ii. For the purposes of this Agreement, "Daily Lead 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.
- c. The warning statement set forth in Section 3b. 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. No other statements may accompany the warning.
 - i. As of the date of this Agreement, Eclectic has implemented warning statements on product packaging for the Covered Products, attached hereto as Exhibit A, and has also implemented warning statements for the Covered Products on its website, http://www.eclecticherb.com/.
- d. TESTING: Eclectic 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 of five separate lots, or each lot of that Covered Product if less than 5 lots are produced, 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 does is taken pursuant to the directions on the Covered Product's label. Eclectic shall provide ERC with any related documentation pursuant to Section 3.e.2, and shall include the lot identification numbers of

the lots tested. Eclectic shall test samples in the form intended for the end-user to be distributed or sold to California consumers.

- e. REFORMULATION: Eclectic may subsequently agree to reformulate each of the products to eliminate the ingredients resulting in lead levels greater than $0.5~\mu g/day$ based on each product's daily dosage instructions. If Eclectic 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 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 3b. If within 5 years from the Effective Date Eclectic is successful with reformulation on any of the Covered Products, Eclectic shall notify ERC and provide any test results for the Covered Products that document this change in formulation, no longer than 10~mic0 working days after Eclectic's receipt of the test results.
 - (1) Pursuant to Sections 3d. and 3e., 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 Eclectic'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 3d. and 3e., Eclectic shall retain copies of its test data from the date testing commenced and shall provide all test data to ERC within fifteen (15) days of receipt of said data after conducting the required testing as set forth above. The requirement to provide all test data to ERC shall cease after five (5) years from the Effective Date.
- 4. In full satisfaction of all potential civil penalties, payment in lieu of civil penalties, attorney's fees and costs, Eclectic shall make a total of \$55,000.00 ("Total Settlement Amount") in settlement payments to ERC on the following schedule: An initial payment of \$10,000 shall be made to ERC within (7) days of the Effective Date followed by ten (10) consecutive monthly payments in the amount of \$4,500 due and owing no later than the 15th of each month.

Eclectic shall make these payments by wire transfer to ERC's escrow for which ERC will give Eclectic the necessary account information. The Total Settlement Amount shall be distributed by ERC as follows:

a. \$11,968.00 shall be considered a civil penalty pursuant to California Health and Safety Code \$25249.7(b)(1). ERC shall remit 75% (\$8,976.00) 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% (\$2,992.00) of the civil penalty.

- b. \$3,928.76 shall be considered reimbursement to ERC for its reasonable costs incurred as a result of bringing this matter to Eclectic's attention and negotiating a settlement.
- c. \$17,956.00 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. \$8,665.00 shall be considered reimbursement of attorney fees for Christina Caro and \$12,482.24 shall be considered reimbursement of ERC's in-house legal fees.
- e. In the event that Eclectic fails to remit any of the settlement payments owed under Section 4 of this Settlement Agreement on or before the due date, Eclectic 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 fully releases Eclectic 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") from any and all claims for violations of Proposition 65 up through and including the Effective Date based on exposure to lead from the Covered Products as set forth in the Notice.
- b. The Releasing 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.
- c. It is possible that other claims not known to the Parties arising out of the facts alleged in the Notices 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 Eclectic, on the other hand, acknowledge that this Consent Judgment 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 Sections 8.1 and 8.2 above 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 Eclectic, 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 occupational or environmental exposures arising under Proposition 65, except as otherwise provided in this agreement, nor shall it apply to any of Eclectic's products other than the Covered Products.
- 8. Nothing herein shall be construed as diminishing Eclectic's continuing obligations to comply with Proposition 65.
- 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. 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.
- 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. 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.

- 14. 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.
- 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 will not receive 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 Notice, and this Agreement applies only to the claims made by ERC and to the products identified in the Notice.
- 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.

Agreement.	701	1.
DATED: November 7-	201	ECLECTIC INSTITUTE, INC.
	Ву:_	Edward K. Alstat Title: Owner, President
DATED:	=	ENVIRONMENTAL RESEARCH CENTER, INC.
	By:	Chris Heptinstall, Executive Director
		Initials

EXHIBIT A

Lemon Greens Powder (379330)

0

Supplement Facts

Serving Size 3 tsp (3 g)
Amount per serving
Calories 10

RAW Fresh Freeze-Dried

LEMON

eclectic &



√ Organic √ Freeze-Dried

Eclectic's POWders (Plant Originated Wellness) Simply whole, fresh freeze-dried plants.

bottle, we use naturopathic wisdom and innovative processes to create exceptional products. We organically grow or sustainably wildcraft herbs that a heavested at peak potency, and then freeze-dried in-house. Freeze-drying naturally concentrates by removing only the water, leaving the plants' nutrients in the same balance as found in nature. We Start and End with Whole Herbs - From farm to

GREENS Whole Food Powder

Whole Food Nutrition – Micronized for easy assimilation, and containing all the natural goodness of the whole plant. No washing, no chopping, no cleaning required – just add to water, juice, or food.

tsp of freeze-dried powder = 30 tsp of fresh herbs

Fill container with 8 oz water/juice

Can also be added to smoothies, dips, yogurt or other foods. Drink extra water while consuming this product. 2 Add 3 tsp of powder.

3 Drink and enjoy 1-3 x per day

California PROP 65 WARNING: This product contains a chemical known to the State of California to cause cancer, birth defects, or other reproductive harm.

Eclectic Institute, Inc. 12960 SE Ten Eyck Rd, Sandy, Oregon 97055 603-668-4120 www.eclecticherb.com Certified Organic by Oregon Tilth 4%° 10% 77% 8% 3% 4%

Ingredients: Raw, freeze-dried; organic Meyer lemon 99 whole Full Critoss Inmon/1330 mg, organic kale lead 59/Bnssizes oferacea) 360 mg, organic spinach leaf Schances oferacea) 360 mg, organic spinach leaf the leaf (Urbca doice) 310 mg, organic stringing net the leaf (Urbca doice) 310 mg, organic markey leaf 16/Brcreseliumen rospum/20 mg, organic wheatersas juice (Triticum aestrium) 120 mg, organic wheatersas juice (Criticum aestrium) 120 mg, organic wheatersas juice (Criticum aestrium) 130 mg, organic and the leaf (Informa aestrium) 130 mg, organic and the leaf (Informa aestrium) 130 mg, organic dandelion leaf *Percent Daily Values are based on a 2,000 calorie diet Vitamin C (as ascorbic acid) 4 mg Dietary Fiber 1 g Vitamin A (total) 477 IU Folic Acid 31 mcg Calclum 31 mg Iron 0.8 mg

100% Kosher. This product is best stored tightly capped in the refrigerator after opening. Keep out of reach of children. Consult your health care advisor regarding the use of this product during pregnancy, with infants, or with prescription drugs.

90 g (3.2 oz) • Dietary Supplement

81/8 .qx3 Item# 3793300

> ORGANIC USDA

Intestinal Support (3241000)



Green Memory POWder (3790600)



0



Eclectic's POWders (Plant Originated Wellness) Simply whole, fresh freeze-dried plants.

bottle, we use naturopathic wisdom and innovative processes to create exceptional products. We organically grow or sustainably wildcraft herbs that are harvested at peak potency, and then freezed-dired in-house. Freezed-gring naturally concentrates by removing only the water, leaving the plants' nutrients in the same balance as found in nature. We Start and End with Whole Herbs - From farm to

Whole Food Nutrition – Micronized for easy assimilation, and containing all the natural goodness of the whole plant. No washing, no chopping, no cleaning required – just add to water, juice, or food.

2 tsp of freeze-dried powder = 16 tsp of fresh herbs

Can also be added to smoothies, dips, yogurt or other foods. Drink extra water while consuming this product. 2 Add 2 tsp. of powder. Fill container with 8 oz water/juice

3 Drink and enjoy 1-3 x v v v v v v

90 g (3.2 oz) • Dietary Supplement



Raw Fresh Freeze-Dried

eclectic 8

Whole Food Powder

Ingredients: Organic spinach (Spinacea olencea) 1690 mg, organic ginkgo leaf (Ginkgo bildas) 375 mg, organic milky green oats (Avena sativa) 255 mg, wildcrafted hawthorn berry (Craba-

†This statement has not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent any disease.

Eclectic Institute, Inc. 12960 SE Ten Ey Sandy, Oregon 97055 503-668-4120 www.eclecticherb.com Certified Organic by Oregon Tilth 12960 SE Ten Eyck Rd, *Percent Daily Values are based on a 2,000 calorie diet

gus monograu) 250 mg, organic turmeric rhizome (Curcuma kon-gu) 200 mg, windcrafted striping nettle keil (Urkca dioica) 150 mg, organic ginger rhizome (Zingber officinale) 90 mg. 100% kosher. This product is best stored tightly capped in the re-gigared rethe opening. Resp out of reach of children. Consult your health care advisor regarding the use of this product during program-by, with infants, or with prescription dugs.

California PROP 65 WARNING: This product contains a chemical known to the State of California to cause cancer, birth defects, or other reproductive harm. Nem# 3790600 Lot #18634/2 Exp. 3/17

Black Cohosh













White Willow/Feverfew











Raw, Vegan eclectic Sylbairy-Free - Whole Herb eclectic Soronn - No Fillers	Concentrated 4 X hy Fraeze-Drving	Same RAW F	water. From farm to bottle, we use naturopathic wisdom	We opposite grow or statistically widcord there has been breated at least portion, and then freed-fined with the statistic statistic statistic statistic statistics and the placed fresh from the placed fresh from surgarda in the convenience of a copule, Mohing solded and no entrate.—Simply whole health, a service of the statistic statistics and the statistic statistics and the statistics are some solders.	90 Non-GMO Veg Caps / 500 mg
Supplement Facts Engle	Amount per capsule	Wildcrafted Freeze-chied Oshis 500 mg* E	*Daily value not established	Other Improves the Personal Control of the Teach Control of Teach Control	100



0 74	Supplement Facts	Amount per capsule	Wildcrafted Freeze-dried Osha 500 mg* rook (Ligusticum portient)	'Daily value not established.	Other ingredients: Hypromeliose (capsule).	Suggested Use: 1 to 3 captures per day. 100% Kesher - Keep out of reach of children.	Consult your health care advisor regarding the use of herbs during pregnancy, with infants or with prescription drugs. Discontinue use if unusual	symptoms occur.	Eclectic Institute, Inc. 12960 SE Ten Eyck Rd. Sandy, OR 97055 (503) 6684-120 www.eclecticherb.com
	eclectic		RAW Fresh Freeze-Dried	OSHA		Dietary Supplement		1	50 Non-GMO Veg Caps / 500 mg
	Vegan Grain/Soy/Dairy-Free - Whole Herb US Grown - No Fillers	Concentrated 4X by Freeze-Drving	Freeze-drying keeps the plants' nutrients in the same balance as found in nature by gently	removing only the water. From farm to bottle, we	to create exceptional products. We organically grow	or sustainably wildcraft herbs that are harvested at peak potency, and then freeze-dried in-house. The	closest thing to an herb picked fresh from your garden in the convenience of a capsule. Nothing	acted and no equates - simply wrote littles.	0 23363 30522 3 Exp 9:16

	Fresh researching manitarins the bio- glocally stative searching manitarins the bio- potency and action. potency and action. potency and action. potency and action. prevent root wildcrafted and fully fresh researched for searched searched for the prevent root wildcrafted and fully fresh researched for the prevent root wildcrafted and fully fresh provided by the prevent root wildcraft per full unitsul symptoms. Will provide the prevention of Collection for the control your treatment and prevention of the pre	
ECLECTIC INSTITUTE	Fresh Freeze-Dried OSIDA Lighericum poneri Root A Dietay Supplement 500 mg per capsule 45 capsules	
	964222 8 22363 90422 0	



Goldenseal









Echinacea/Goldenseal













Kudzu

nt Facts	Amount per capsule	450 mg*	ď.	llose (capsule). ales per day.	reach of children.	pancy, with infants Discontinue use if	960 SE Ten Eyck Ro
Supplement Facts		Wildcrafted Freeza-dried Kudzu rook (Puerana montana)	*Daily value not established.	Other ingradients: Hypromellose (capsule) Suggested Use: 1 to 3 cocules not day.	100% Kosher - Keep out of reach of children.	or with pracription drugs. Discontinue use if	Eclectic Institute, Inc. 12950 SE Ten Eyek Rd.
eclectic &		RAW Fresh Freeze-Dried	KUDZU		Dietary Supplement		
Vogan Grain/Soy/Dairy-Free Vhole Herb US Grown	Concentrated 3½ X by Freeze-Drying	reeze-drying keeps the plants' nutrients in the same balance as found in nature by gently	emoving only the water. From farm to bottle, we	to create exceptional products. We organically grow	peak potency, and then freeze-dried in-house. The	garden in the convenience of a capsule. Nothing added and no extracts – simply whole herbs.	3039700







Urinary Tract Support (3241100)



Ginkgo Golden POWder (3761200)

