

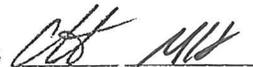
SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) between Environmental Research Center, Inc. (“ERC”) and Dee Cee Laboratories, Inc. (“Dee Cee Labs”) is effective on the date on which it is fully executed (“Effective Date”). ERC and Dee Cee Labs 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 regarding the Notice of Violation of California Health & Safety Code §25249.5, *et seq.* (also known as “Proposition 65”) that ERC served on Dee Cee Labs on July 24, 2015 (the “Notice”) with regard to each of the following products identified below (referred to individually as “Covered Product” or collectively as “Covered Products”):

1. **Dee Cee Laboratories Inc. DC #770 Prostatecaneum**
2. **Dee Cee Laboratories Inc. DC #151 Bee Well**
3. **Dee Cee Laboratories Inc. DC #416 Dandelion**
4. **Dee Cee Laboratories Inc. DC #734 Charcoal Capsules (Activated)**
5. **Dee Cee Laboratories Inc. DC #461 Super Bee**
6. **Dee Cee Laboratories Inc. DC #820 Colon Care Caps**
7. **Dee Cee Laboratories Inc. DC #289 Prostin**
8. **Dee Cee Laboratories Inc. DC #103 Formula 103 Barley Grass Powder**
9. **Dee Cee Laboratories Inc. DC #272 St. John’s Wort**
10. **Dee Cee Laboratories Inc. DC #196 Oyster Shell Calcium w/D**
11. **Dee Cee Laboratories Inc. DC #436 Psyllium Husks**
12. **Dee Cee Laboratories Inc. DC #424M Formula 424M Multi-Gland & Herbs for Men**
13. **Dee Cee Laboratories Inc. DC #426F Formula 426F Multi-Gland & Herbs for Women**
14. **Dee Cee Laboratories Inc. DC #318 DGL-EX**
15. **Dee Cee Laboratories Inc. DC #232 Psyllium Husks Powder**
16. **Dee Cee Laboratories Inc. DC #790 Colon Care Powder**
17. **Dee Cee Laboratories Inc. DC #326 Formula 326 Pau d’ Arco Inner Bark**
18. **Dee Cee Laboratories Inc. DC #596 Formula 596 Echinacea Purpurea**
19. **Dee Cee Laboratories Inc. DC #848 Green Source**
20. **Dee Cee Laboratories Inc. DC #26 Herbal Eyebright**
21. **Dee Cee Laboratories Inc. DC #995 Formula 995 Dong Quai Root**
22. **Dee Cee Laboratories Inc. DC #745 Formula 745 Feverfew Extract 12:1**
23. **Dee Cee Laboratories Inc. DC #733 Formula 733 Licorice Root 420 MG**
24. **Dee Cee Laboratories Inc. DC #54 Alfalfa 10X**
25. **Dee Cee Laboratories Inc. DC #498 Formula 498 Barley Grass**
26. **Dee Cee Laboratories Inc. DC #206 Formula 206**
27. **Dee Cee Laboratories Inc. DC #210 Formula 210**
28. **Dee Cee Laboratories Inc. DC #571 Formula 571 Echinacea with Golden Seal Root**
29. **Dee Cee Laboratories Inc. DC #594 Formula 594 Dynamic Complex**

Initials



2. During the 60 day period while the Notice was pending Dee Cee Labs added clear and reasonable warnings of orders to consumers in California. These warnings are on Dee Cee Labs' proprietary website and on the invoice accompanying the Covered Products.

3. 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, nor compliance with its terms, shall constitute or be construed as an admission against interest by any of the Parties, or by any of their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, issue of law, or alleged violation of Proposition 65.

4. 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. Beginning on the Effective Date, Dee Cee Labs agrees that it shall not manufacture for sale in the State of California, directly sell to a consumer in California, or "Distribute into the State of California", any Covered Product which exposes a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms per day of lead when the maximum daily suggested dose is taken as directed on the Covered Product's label, unless it meets the warning requirements under Section 4(c).

i. As used in this Agreement, the phrases "Distribute into the State of California" and "Distributing 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 Dee Cee knows will sell the Covered Product in California.

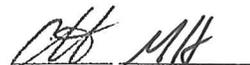
ii. For the purposes of this Agreement, "Daily Lead Exposure Level" shall be measured in micrograms, and shall be calculated using the following formula: micrograms of lead per gram of product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the 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.

b. If Dee Cee Labs is required to provide a warning pursuant to Section 4(a), either of the following warnings must be utilized:

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

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

Initials



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

The text in [brackets] is optional in Dee Cee Labs sole discretion, except that Dee Cee Labs shall use the phrase "cancer and" in the warning only if the maximum daily dose recommended on the label contains more than 15 micrograms of lead as determined pursuant to the quality control methodology set forth in Section 4(c).

(1) For Covered Products sold over Dee Cee Labs' proprietary website, the warning shall appear on Dee Cee Labs' checkout page on its website for California consumers identifying any Covered Product, or otherwise appear prior to completing checkout on Dee Cee Labs' website when a California delivery address is indicated for a purchase of any Covered Product. The warning also shall be printed on the invoice accompanying the Covered Product when Dee Cee Labs ships a Covered Product to a California address. The warning on the invoice shall be configured so that a consumer is reasonably likely to understand to which specific product or products the warning applies.

(2) The warning shall be at least the same size as the largest of any other health or safety warnings also appearing on its website or on the packing slip for Dee Cee Labs' products and the word "WARNING" shall be in all capital letters and in bold print. No other statements respecting Proposition 65 or lead may be placed near the website or packing slip warning text.

(3) Dee Cee Labs must display the above warnings with such conspicuousness, as compared with other words, statements, or design of the label or container, as applicable, to render the warning likely to be read and understood by an ordinary individual under customary conditions of purchase or use of the Covered Product. Dee Cee Labs may not alter the warning text unless Proposition 65 or its supporting regulations are amended with regards to the safe harbor warning language and ERC agrees in writing that the alternative warning text consistent with the amended safe harbor warning language may be utilized.

c. Beginning within one year of the Effective Date, Dee Cee Labs shall arrange for lead testing of the Covered Products at least once a year for a minimum of three consecutive years by arranging for testing of three and up to five (in Dee Cee Labs' discretion) randomly selected samples of each of the Covered Products, in the form intended for sale to the end-user, which Dee Cee Labs intends to sell or is manufacturing for sale in California, directly selling to a consumer in California or "Distributing into California." The testing requirement does not apply to any of the Covered Products for which Dee Cee Labs has provided the warning specified in Section 4(b). If tests conducted pursuant to this Section demonstrate that no warning is required for a Covered Product during each of three consecutive years, then the testing requirements of this Section will no longer be required as to that Covered Product. However, if during or after the three -year testing period, Dee Cee Labs changes ingredient suppliers for any of the Covered Products and/or reformulates any of the Covered Products, Dee Cee Labs shall test that Covered Product annually for at least four (4) consecutive years after such change is made.

Initials

(1) For purposes of measuring the "Daily Lead Exposure Level", the second highest lead detection result of the three and up to five (5) randomly selected samples of the Covered Products will be controlling for purposes of Section 3.

(2) All testing pursuant to this Agreement shall be performed using a laboratory method that complies with the performance and quality control factors appropriate for the method used, including limit of detection, qualification, accuracy, and precision that meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS") achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing method subsequently agreed to in writing by the Parties.

(3) All testing pursuant to this Agreement 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.

(4) Nothing in this Agreement shall limit Dee Cee Labs' ability to conduct, or require that others conduct, additional testing of the Covered Products, including the raw materials used in their manufacture.

(5) Dee Cee Labs shall retain all test results and documentation for a period of three years from the date of each test.

e. If Dee Cee Labs is successful with reformulation for any of the Covered Products which reduces the Daily Lead 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 4(b). If Dee Cee Labs is successful with reformulation on any of the Covered Products, Dee Cee Labs shall notify ERC and provide any test results for the Covered Products that document this change in formulation, no longer than 10 working days after Dee Cee Labs receives the test results and prior to Dee Cee Labs manufacturing for sale in the State of California, or directly selling in the State of California, any Covered Products without the warning set forth in section 3(c).

5. Dee Cee Labs shall make a total settlement payment of \$40,000.00 ("Total Settlement Payment"). Dee Cee shall make two (2) consecutive equal monthly payments of \$20,000.00 by wire transfer to ERC's escrow account for which ERC will give Dee Cee the necessary account information. The first payment will be due within 5 days of the Effective Date ("Due Date"), the second subsequent monthly payment will be due on the same day of the following month. The Total Settlement Payment shall be allocated as follows:

a. \$8,624.00 shall be considered a civil penalty pursuant to California Health and

Initials



Safety Code §25249.7(b)(1). ERC shall remit 75% (\$6,468.00) 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% (\$2,156.00) of the civil penalty.

b. \$7,285.22 shall be considered a reimbursement to ERC for its costs incurred as a result of bringing this Matter to Dee Cee Labs' attention and negotiating a settlement.

c. \$12,935.04 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. \$3,500.00 shall be considered reimbursement of attorney fees for William F. Wraith and \$7,655.74 shall be considered reimbursement for ERC's in-house legal fees.

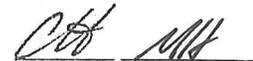
e. In the event that Dee Cee Labs fails to remit the Total Settlement Payment owed under Section 5 of this Settlement Agreement on or before the Due Date, Dee Cee Labs shall be deemed to be in material breach of its obligations under this Agreement.

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 Settlement Agreement is a full, final, and binding resolution between ERC, and Dee Cee Labs and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, customers (not including customers who sell private labeled products manufactured by Dee Cee Labs), 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 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. ERC hereby releases and waives any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs and expenses asserted, or that could have been asserted against Dee Cee Labs and any Released Party respecting the sale, handling, use, or consumption of the Covered Products, or any alleged violation of Proposition 65 or its implementing regulations, including claims arising from the failure to provide Proposition 65 warnings on the Covered Products regarding lead up to and including the Effective Date. For the avoidance of doubt, ERC's release of all claims herein extends to all Covered Products Dee Cee Labs either manufactured, distributed, sold, or Distributed in to the State of California prior to the Effective Date, regardless of the date any such Covered Products may be sold to a California consumer. Upon execution of this agreement, ERC may request Dee

Initials



Cee Labs to provide ERC with the last lot number of each Covered Product manufactured prior to the Effective Date.

b. ERC and Dee Cee Labs 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 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 Consent Judgment.

c. It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to the Covered Products will develop or be discovered. ERC on behalf of itself only, on the one hand, and Dee Cee Labs, on behalf of itself only, on the other hand, acknowledge that this 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 this section 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 Dee Cee Labs, on the other hand, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code Section 1542.

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 Dee Cee Labs' products other than the Covered Products.

9. Nothing herein shall be construed as diminishing Dee Cee Labs' continuing obligations to comply with Proposition 65.

10. After executing 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.

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

Initials CTH ML

SETTLEMENT AGREEMENT AND RELEASE

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, officers, directors, employees, agents, 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 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.

18. Any legal action to enforce this Agreement shall be brought in the county of Alameda of the State of California.

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.

Initials

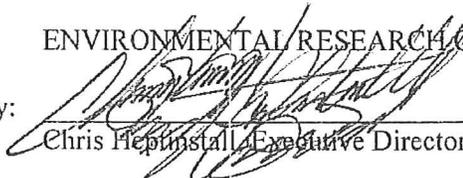
DATED: 11-23-15

DEE CEE LABORATORIES, INC.

By: 
Mike Hester
Title: President

DATED: 11/20/2015

ENVIRONMENTAL RESEARCH CENTER, INC.

By: 
Chris Hepinstall, Executive Director

Initials _____