

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) between Environmental Research Center, Inc. (“ERC”) and Bodybuilding.com, LLC dba Bodybuilding.com (“Bodybuilding.com”) is effective on the date on which ERC serves notice on Bodybuilding.com that it is fully executed (“Effective Date”). ERC and Bodybuilding.com are referred to individually as a “Party” and collectively as the “Parties.” The Parties agree as follows:

1. This matter arises out of the Notices of Violation of California Health & Safety Code §25249.5, *et seq.* (also known as “Proposition 65”) that ERC served on Bodybuilding.com on August 28, 2015 and January 29, 2016 (the “Notices”) with regard to the following products (referred to individually as “Covered Product” or collectively as “Covered Products”):

- **Myogenix Inc. Liver Support Extra Strength**
- **Myogenix Inc. After Shock Critical Mass Cookies N’ Cream Milk Shake**
- **Myogenix Inc. After Shock Critical Mass Chocolate Milk Shake**
- **Myogenix Inc. After Shock Tactical Post-Workout Catalyst Wild Berry Blast**
- **Myogenix Inc. After Shock Tactical Post-Workout Catalyst Pina Colada**
- **Myogenix Inc. After Shock Tactical Post-Workout Catalyst Orange Avalanche**
- **Myogenix Inc. After Shock Tactical Post-Workout Catalyst Shockolate Milk.**

2. The Parties enter into this Agreement in order to fully resolve all claims, demands, and allegations regarding the Covered Products and for the purpose of avoiding prolonged litigation. Nothing in this Agreement shall be construed as an admission by 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 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. This Section shall not diminish or otherwise affect the obligations, responsibilities, and duties of the Parties under this Agreement.

3. In consideration of the covenants and conditions contained in this Agreement, the Parties have agreed to the terms of this Agreement, including the warning terms of this Section 3, payment terms of Section 4, release terms of Section 6, and all other promises contained herein:

A. Beginning on the Effective Date, Bodybuilding.com 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 Lead Exposure Level” of more than 0.5 micrograms of lead per day when the maximum recommended daily dose on the Covered Product label in question, unless a “Clear and Reasonable Warning” is provided on the Covered Product label or prior to sale by Bodybuilding.com of the Covered Product.

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Initials *Pal*

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i. As used in this Agreement, the term “Clear and Reasonable Warning” means a warning that utilizes any applicable safe harbor warning language and method of transmission set forth in 27 California Code of Regulations sections 25600 *et seq.*, as in effect as of the Effective Date (the “Existing Warning Regulations”) or as published on August 30, 2016 (the “New Warning Regulations”). Notwithstanding the foregoing, of the safe harbor warning text available under the Existing Warning Regulations or under the New Warning Regulations, Bodybuilding.com in its sales of Covered Products shall use a form of the safe harbor text which includes the word “lead.”

ii. As used in this Agreement, the term “Distribute into the State of California” shall mean Bodybuilding.com directly ships a Covered Product into California for sale in California or sells a Covered Product to a distributor that Bodybuilding.com knows will sell the Covered Product in California.

iii. 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 single serving size recommended on the product label), multiplied by servings of the product per day (using the largest number of servings in a recommended daily dosage appearing on the product label), which equals micrograms of lead exposure per day, excluding naturally occurring lead in the ingredients listed in the table below.

INGREDIENT	NATURALLY OCCURRING AMOUNT OF LEAD micrograms per gram
Elemental Calcium	0.800
Ferrous Fumarate	0.400
Zinc Oxide	8.000
Magnesium Oxide	0.400
Magnesium Carbonate	0.332
Magnesium Hydroxide	0.400
Zinc Gluconate	0.800
Potassium Chloride	1.100
Cocoa Powder	1.000

The amount of naturally occurring lead in elemental calcium is capped at 1.2 micrograms per Covered Product if there are 1500 milligrams or more of elemental calcium in the total daily recommended serving size.

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The amount of naturally occurring lead in elemental calcium is capped at 1.2 micrograms per Covered Product if there are 1500 milligrams or more of elemental calcium in the total daily recommended serving size.

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B. For Internet sales by Bodybuilding.com, the method of transmitting the Clear and Reasonable Warning shall be to display the warning on the Covered Product's label or prominently on Bodybuilding.com's website prior to completion of the purchase for or by a California consumer, in which case the checkout process shall identify each Covered Product for which the warning is being provided when a California delivery address is indicated.

4. ERC shall receive a total settlement payment of \$41,000.00 ("Total Settlement Payment") to be made by wire transfer to ERC's escrow account within seven (7) days of the Effective Date ("Due Date"), for which ERC will give Bodybuilding.com the necessary account information. The Total Settlement Payment shall be allocated as follows:

A. \$10,650.00 shall be considered a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit 75% (\$7,987.50) 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% (\$2,662.50) of the civil penalty.

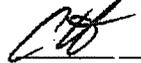
B. \$757.51 shall be considered a reimbursement to ERC for its costs incurred as a result of bringing this Matter to Bodybuilding.com's attention and negotiating a settlement.

C. \$15,973.21 shall be considered payment in lieu of civil penalties, for (1) analyzing, researching and testing dietary supplement products that may contain lead and which are sold to California consumers and (2) the monitoring of past consent judgments and settlements to ensure signatories are in compliance with their obligations thereunder, with a specific focus on those judgments and settlements concerning lead.

D. \$5,750.00 shall be considered reimbursement of attorney fees for Aqua Terra Aeris Law Group and \$7,869.28 shall be considered reimbursement for ERC's in-house legal fees.

E. The Parties acknowledge that Bodybuilding.com is a retailer of the Covered Products. Bodybuilding.com represents to ERC that Myogenix, Inc., the manufacturer or supplier of the Covered Products to Bodybuilding.com, has represented it will timely wire the payments due hereunder to ERC. In the event that ERC does not receive the Total Settlement Payment owed under Section 4 of this Settlement Agreement by the Due Date, ERC shall provide written notice of the delinquency to counsel for Bodybuilding.com via electronic mail. If ERC does not receive the Total Settlement Payment within five days from the email notice, this Agreement shall become void *ab initio* and be of no force or effect.

F. Nothing in this Agreement shall be construed as a settlement of any claims concerning any products other than the Covered Products. Nothing in this Agreement shall

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preclude ERC from pursuing any claims against Bodybuilding.com or anyone else related to products purchased after the Effective Date, except that ERC agrees that it shall regard compliance with this Agreement by Bodybuilding.com as compliance with Proposition 65 by any Released Party with respect to the sales of the Covered Products by Bodybuilding.com after the Effective Date. This Agreement shall have no application to Covered Products which are not sold by Bodybuilding.com or which are not sold to California consumers. ERC acknowledges that the representations and warranties contained in this Section 4.f are a material inducement to Bodybuilding.com to enter into this Agreement.

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

6. Binding Effect; Claims Covered and Released

A. ERC, on behalf of itself and its respective owners, principals, shareholders, officers, directors, employees, agents, parents, subsidiaries, successors, assigns, affiliates, and legal representatives fully releases and discharges Bodybuilding.com and its respective owners, principals, shareholders, officers, directors, employees, agents, parents, subsidiaries, successors, assigns, affiliates under common ownership, suppliers (direct and indirect), and legal representatives (collectively the "Released Parties") from any and all claims for violations of Proposition 65 up through and including the Effective Date based on exposure to lead in or from the Covered Products.

B. In connection with this Agreement, the Released Parties acknowledge that they may hereafter discover claims presently unknown or facts in addition to or different from those it now knows or believes to be true with respect to the matters released in this Agreement. 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 up through the Effective Date in connection with the Covered Products.

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 Bodybuilding.com, on the other hand, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542.

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7. Nothing in this Agreement 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 products other than the Covered Products.

8. Nothing herein shall be construed as diminishing Bodybuilding.com's continuing obligations to comply with Proposition 65 except that ERC agrees that it shall regard compliance with this Agreement by Bodybuilding.com as compliance with Proposition 65 by all Released Parties with respect to the sales of the Covered Products by Bodybuilding.com after the Effective Date.

9. All notices required to be given to either Party to this Agreement by the other shall be in writing and sent to the following agents listed below via first-class mail. Courtesy copies via email may also be sent.

FOR ENVIRONMENTAL RESEARCH CENTER, INC.:

Chris Heptinstall, Executive Director, Environmental Research Center
3111 Camino Del Rio North, Suite 400
San Diego, CA 92108
Tel: (619) 500-3090
Email: chris_erc501c3@yahoo.com

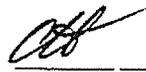
With a copy to:
Matt Maclear
Aqua Terra Aeris Law Group
7425 Fairmount Avenue
El Cerrito, CA 94530

For Bodybuilding.com, LLC

Bill J. Carter
Bodybuilding.com LLC
5777 N. Meeker Ave.
Boise, ID 83713
Bill.Carter@bodybuilding.com

With a copy to:

Judith Praitis
Sidley Austin LLP
555 W. 5th Street, Suite 4000
Los Angeles, CA 90013
jpraitis@sidley.com

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Tel: (619) 500-3090
Email: chris_erc501c3@yahoo.com

With a copy to:
Matt Maclear
Aqua Terra Aeris Law Group
7425 Fairmount Avenue
El Cerrito, CA 94530

For Bodybuilding.com, LLC

Bill J. Carter
Bodybuilding.com LLC
5777 N. Meeker Ave.
Boise, ID 83713
Bill.Carter@bodybuilding.com

With a copy to:

Judith Praitis
Sidley Austin LLP
555 W. 5th Street, Suite 4000
Los Angeles, CA 90013
jpraitis@sidley.com

Initials



SETTLEMENT AGREEMENT AND RELEASE

and

Matthew I. Kaplan
Tucker Ellis LLP
515 S. Flower Street
42nd Floor
Los Angeles, CA 90071
matthew.kaplan@tuckerellis.com

10. After executing this Agreement, ERC will submit to the California Attorney General a Report of Settlement as required by Proposition 65. In addition, ERC will provide to the California Attorney General a signed copy of this Agreement.

11. This Agreement contains the entire agreement between the Parties with regard to the Notice, 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, 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.

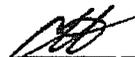
14. If any provision, term, or section of this Agreement is found to be invalid, illegal, or unenforceable, then all remaining provisions, terms, or sections shall continue in full force and effect and remain binding on the Parties.

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. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing this Agreement.

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

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Los Angeles, CA 90071
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18. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which, together, shall be deemed to constitute a single document. The exchange of this Settlement Agreement and of signature pages by facsimile transmission or electronic mail attachment shall be deemed to have the same legal effect as delivery of an original signed copy of this Settlement Agreement. Signatures by scanned and e-mailed image or facsimile transmission shall have the same force and effect as original signatures as an electronic record executed and adopted by a Party with the intent to sign the electronic record pursuant to Civil Code §§ 1633.1-1633.17.

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: 9/23/2014

BODYBUILDING.COM, LLC dba
BODYBUILDING.COM

By: _____

Bill Carter
Title: [VP, General Counsel, & Secretary]

DATED: _____

ENVIRONMENTAL RESEARCH CENTER, INC.

By: _____

Chris Heptinstall, Executive Director

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