SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") between Environmental Research Center, Inc. ("ERC") and InVite Health, Inc., InVite Health Stores, Inc., InVite Health at Shames Drive, Inc., and InVite Health Franchising LLC (collectively "InVite Health") is effective on the date on which it is fully executed ("Effective Date"). ERC and InVite Health are referred to individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

- 1. This matter arises out of the Notice of Violation of California Health & Safety Code §25249.5, et seq. (also known as "Proposition 65") that ERC served on InVite Health on March 12, 2019 (the "Notice") alleging that the following products contain lead and lead compounds (collectively "lead") and were sold without a Proposition 65 warning in California (referred to individually as "Covered Product"):
 - (1) InVite Dr. Pressman Oranges hx
 - (2) InVite Dr. Pressman Purples hx
 - (3) InVite Respiratory Hx
 - (4) InVite Cocoa HX
 - (5) InVite Blacks HX
 - (6) InVite Black Seed with Rosemary & Cordyceps
 - (7) InVite Bone Food Powder (also called Bone Powder)
 - (8) InVite Dr. Pressman Organic Greens Plus hx
 - (9) InVite Greens Hx Herb Vegetable Fruit Probiotic Supplement
 - (10) InVite Colon Hx Fiber, Herbal Supplement
 - (11) InVite Maca Root 500mg
 - (12) InVite Uric Hx
 - (13) InVite Calplex Hx
 - (14) InVite Para Hx
 - (15) InVite InflamMune Hx
 - (16) InVite Power Plant Weight Management Powder Natural Vanilla Flavor
 - (17) InVite Mushroom HX
- 2. This Agreement resolves claims that are denied and disputed by InVite Health. The Parties enter into this Agreement in order to fully resolve all allegations, claims, and demands regarding the Notice, and for the purpose of avoiding prolonged and costly litigation. InVite Health denies the material factual and legal allegations contained in the Notice and maintains that all products it has manufactured, distributed and/or sold in California (including but not limited to the Covered Products) have been and are in compliance with all applicable laws including Proposition 65. InVite Health expressly denies any violation of Proposition 65 and contends that all detectible levels of lead (if any) in the Covered Products are the result of naturally occurring lead as set forth in California Code of Regulations, Title 27, Section 25501(a). InVite Health also expressly contends that the Covered Products are completely safe for their intended use, comply with all other applicable health and safety laws, are manufactured

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using good manufacturing practices, and that InVite Health does not intentionally add lead or any other harmful chemical to the Covered Products. Nothing in this Agreement shall be construed as an admission by the Parties of any fact, conclusion of law, 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. This Agreement may not be offered or admitted as evidence against either Party in any administrative or judicial proceeding or litigation in any court, agency, or forum, except with respect to an action seeking to enforce the terms of this Agreement. 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. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS

This Agreement only applies to Covered Products sold or distributed in California or which are manufactured for sale in California. 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:

- 3.1 Beginning on the Effective Date, InVite Health shall be permanently enjoined from manufacturing for sale in the State of California, "Distributing into the State of California," or directly selling in the State of California, any Covered Products which expose a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day unless it meets the warning requirements under Section 3.2. InVite Health shall not be required to provide any of the Warnings specified in Section 3.2 for any Covered Product that qualifies as a Conforming Covered Product pursuant to Section 3.3.
 - 3.1.1 For purposes of this Agreement only, including any enforcement of this Agreement, the term "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 InVite Health knows or has reason to know will sell the Covered Product in California.
- 3.1.2 For purposes of this Agreement only, including any enforcement of this Agreement, the "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 recommended daily servings appearing on the label), which equals micrograms of lead exposure per day. If the label contains no recommended daily servings, then the number of recommended daily servings shall be one.

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3.2 Clear and Reasonable Warnings

If InVite Health is required to provide a warning pursuant to Section 3.1, one of the following warnings must be utilized ("Warning"):

OPTION 1

[California Proposition 65] **WARNING:** Consuming this product can expose you to chemicals including [lead] which is [are] known to the State of California to cause [cancer and] birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

OPTION 2

[California Proposition 65] **WARNING**: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

Language in brackets in the warnings above is optional. InVite Health shall use the phrase "cancer and" in the Warning, however, if it has reason to believe that the "Daily Lead Exposure Level" is greater than 15 micrograms of lead as determined pursuant to the quality control methodology set forth in Section 3.4, or if InVite Health has reason to believe that another Proposition 65 chemical is present at a level that may require a cancer warning under Proposition 65 if the Covered Product is sold in California.

The Warning shall be securely affixed to or printed upon the package, container, or label of each Covered Product distributed or sold in California. If the Warning is provided on the label, it must be set off from other surrounding information and enclosed in a box. For any Covered Product sold over an Invite Health internet site to a California delivery address, the Warning for such Covered Product must also be prominently displayed either: (a) on the product display page for the Covered Product; or (b) on the checkout page. For internet warnings, the Warning may also be provided by a clearly marked hyperlink labeled "[California Proposition 65] WARNING" (the word "Warning" in bold and capital letters (language in brackets optional)) either (a) on the product display page for the Covered Product or (b) on the checkout page. No Warning is considered prominently displayed if the purchaser must search for it in the general content of the website. If the warning is displayed on the internet checkout page, an asterisk or other identifying method must be utilized to identify which products on the checkout page are subject to the Warning.

The Warning shall be at least the same size as the largest of any other health or safety warnings also appearing on the website or on the label or container of InVite Health's product packaging and the word "WARNING" shall be in all capital letters and in bold print. No statements intended to or likely to have the effect of diminishing the impact of, or reducing the clarity of, the Warning on the average lay person shall accompany the Warning. Further, no statements may accompany the Warning that state or imply that the source of the listed chemical

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mitigates the risk of exposure or results in a less harmful effect.

InVite Health must display the above Warning with such conspicuousness, as compared with other words, statements or designs on the package, label, or container, or on its website, if applicable, so as to render the Warning likely to be read and understood by an ordinary individual under customary conditions of purchase or use of the product.

3.3 Conforming Covered Products

A Conforming Covered Product is a Covered Product for which the "Daily Lead Exposure Level" is no greater than 0.5 micrograms of lead per day as determined by the quality control methodology described in Section 3.4, taking into account any lead allowances for the ingredients in the Covered Product pursuant to Section 3.5. Any Covered Product that InVite Health wants to sell or distribute in California after the Effective Date without a Warning pursuant to Section 3.2 must qualify as a Conforming Covered Product.

3.4 Testing and Quality Control Methodology

- 3.4.1 Beginning within one year of the Effective Date, InVite Health shall arrange for lead testing of the Covered Products at least once a year for a minimum of three (3) consecutive years by arranging for testing of three to five randomly selected samples of the Covered Products, in the form intended for sale to the end-user, which InVite Health intends to sell or is manufacturing for sale in California, directly selling to a consumer in California, or "Distributing into the State of California. If the arithmetic mean of the three to five tests conducted pursuant to this Section demonstrate that no Warning is required for a Covered Product during each of the three (3) consecutive years, then the testing requirements of this Section will no longer be required as to that Covered Product and InVite Health may return to its normal testing protocol for such product. However, if during or after the three-year testing period, InVite Health reformulates the Covered Products, InVite Health shall test that Covered Product annually for at least two (2) consecutive years after the reformulation, after which it may return to its normal testing protocol; however, in no event shall the testing required by this Section 3.4 be for a period of fewer than three (3) years.
- **3.4.2** For purposes of measuring the "Daily Lead Exposure Level," the arithmetic mean of the lead detection results of the three to five (5) randomly selected samples of the Covered Products will be controlling.
- 3.4.3 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.
- 3.4.4 All testing pursuant to this Agreement shall be performed by an independent third-party laboratory certified by the California Environmental Laboratory

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Accreditation Program or an independent third-party laboratory that is registered with the United States Food & Drug Administration.

- 3.4.5 Nothing in this Agreement shall limit InVite Health's ability to conduct, or require that others conduct, additional testing of the Covered Products, including the raw materials used in their manufacture. Nothing in this Agreement shall require InVite Health to produce to ERC any such additional testing pursuant to Section 3.4.5.
- 3.4.6 Within thirty (30) days of ERC's written request, InVite Health shall deliver to ERC complete lab reports performed pursuant to Section 3.4. InVite Health shall retain all such lab reports and related documentation for a period of two years from the date of each test, or such longer period as may be required by good manufacturing practices. Any request by ERC for lab reports shall be made prior to the expiration of the two-year time period identified in this section 3.4.6. Any test results provided hereunder shall be maintained in strict confidence by ERC pursuant to the terms of the Confidentiality Agreement entered into between the Parties.
- 3.4.7 No testing of a Covered Product is required under this Agreement if that Covered Product is continuously and without interruption after the Effective Date sold with a Warning that complies with Section 3.2; however, in the event InVite Health ceases to provide the Warning specified in Section 3.2, InVite Health shall be required to comply with the testing requirements of this section beginning immediately after the date the Warning ceases to be provided or one year after the Effective Date, whichever date is later.

3.5 Lead Allowances

In calculating the Daily Lead Exposure Level for a Covered Product, InVite Health shall be allowed to deduct the amount of lead which is deemed "naturally occurring" in any ingredient listed in Table 1 that is contained in that Covered Product under the following conditions: for each year that InVite Health claims entitlement to a "naturally occurring" allowance, InVite Health shall maintain the following information: (a) a written list of each ingredient in the Covered Product for which a "naturally occurring" allowance is claimed; and (b) documentation of laboratory testing, conducted during the year for which the "naturally occurring" allowance is claimed, that complies with Sections 3.4.3 and 3.4.4 and that shows the amount of lead, if any, contained in any ingredient listed in Table 1 that is contained in the Covered Product and for which InVite Health is deducting or intends to deduct "naturally occurring" lead. If the laboratory testing reveals the presence of lead in any ingredient listed in Table 1 that is contained in the Covered Product, InVite Health shall be entitled to deduct up to the full amount of the allowance for that ingredient, as listed in Table 1, but not to exceed the total amount of lead actually contained in that ingredient in the Covered Product. If the Covered Product does not contain an ingredient listed in Table 1, InVite Health shall not be entitled to a deduction for "naturally occurring" lead in the Covered Product for that ingredient.

For the first two years after the Effective Date of this Agreement, the information that InVite Health is required to provide to ERC pursuant to Sections 3.5 (a) and (b) shall be provided to ERC within thirty (30) days of the Effective Date, or the first or second anniversary thereof, for any such year that InVite Health claims entitlement to the "naturally occurring" allowance.

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Beginning on the third anniversary of the Effective Date, Invite Health shall only be required to produce information to ERC under this Section 3.5 if requested by ERC and, if so requested, the information shall be produced within thirty (30) days of ERC's written request. Invite Health shall maintain documentation under this section for two years from the date of reliance on any naturally occurring allowance hereunder. ERC shall maintain the confidentiality of the information provided by InVite Health pursuant to Sections 3.5 (a) and (b) in accordance with the terms of the Confidentiality Agreement entered into between the Parties.

TABLE 1

INGREDIENT	ALLOWANCES OF AMOUNT OF LEAD
Calcium (Elemental)	Up to 0.8 micrograms/gram
Ferrous Fumarate	Up to 0.4 micrograms/gram
Zinc Oxide	Up to 8.0 micrograms/gram
Magnesium Oxide	Up to 0.4 micrograms/gram
Magnesium Carbonate	Up to 0.332 micrograms/gram
Magnesium Hydroxide	Up to 0.4 micrograms/gram
Zinc Gluconate	Up to 0.8 micrograms/gram
Potassium Chloride	Up to 1.1 micrograms/gram
Cocoa Powder	Up to 1.0 microgram/gram
Chocolate Liquor	Up to 1.0 microgram/gram
Cocoa Butter	Up to 0.1 micrograms/gram

4. Settlement Payments. In full satisfaction of all potential claims for civil penalties, attorney's fees, expenses, investigative costs, and any other claim for monetary relief of any kind, InVite Health shall make a total payment of \$30,000 ("Total Settlement Amount") to

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ERC in three periodic payments (the "Periodic Payments") according to the following payment schedule ("Due Dates"):

- Payment 1 -- \$10,000 within 5 days of the Effective Date
- Payment 2 -- \$10,000 within 35 days of the Effective Date
- Payment 3 -- \$10,000 within 65 days of the Effective Date

InVite Health shall make each Periodic Payment by wire transfer to ERC's account, for which ERC will give InVite Health the necessary account information. ERC shall have sole responsibility for disbursing the Total Settlement Amount, which shall be apportioned as follows:

- a. \$5,000.00 shall be paid in complete resolution of any claim for civil penalties pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit 75% (\$3,750.00) 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% (\$1,250.00) of the civil penalty.
- b. \$6.406.90 shall be paid as complete reimbursement to ERC for its costs incurred as a result of bringing this matter to InVite Health's attention and negotiating a settlement in the public interest.
- c. \$18,593.10 shall be paid as complete reimbursement for ERC's in-house legal fees as a result of bringing this matter to InVite Health's attention and negotiating a settlement in the public interest.
- d. In the event that InVite Health fails to remit any of the Periodic Payments owed under Section 4 of this Agreement on or before the Due Date, InVite Health shall be deemed to be in material breach of its obligations under this Agreement. ERC shall provide written notice of the delinquency to InVite Health via electronic mail. If InVite Health fails to deliver any Periodic Payment within five days from date of the written notice, the Total Settlement Amount, less any amounts previously paid hereunder, shall become immediately due and payable and shall accrue interest at the statutory judgment interest rate provided in the Code of Civil Procedure section 685.010. Additionally, InVite Health agrees to pay ERC's reasonable attorneys' fees and costs for any efforts to collect the Total Settlement Payment due 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 the Notice and the negotiation and execution of this Agreement.

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6. Binding Effect; Claims Covered and Released

- 6.1. This Agreement is a full, final, and binding resolution between ERC, on behalf of itself, and InVite Health and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers, manufacturers, franchisees, licensees, and customers, including but not limited to all of its distributors, wholesalers, retailers, and all other upstream and downstream entities in the distribution chain of the Covered Products (excluding only private label customers), and the predecessors, successors, and assigns of any of them (collectively, "Released Parties") of any claim raised or that could have been raised in the Notice. ERC, on behalf of itself and in the public interest, hereby fully releases and discharges the Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have been asserted from the handling, use, or consumption of the Covered Products, as to any alleged violation of Proposition 65 or its implementing regulations arising from the failure to provide Proposition 65 warnings regarding lead in the Covered Products manufactured, distributed, and/or sold up to and including the Effective Date.
- 6.2 ERC on its own behalf only, and InVite Health on its own behalf only, 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 6 shall affect or limit any Party's right to seek to enforce the terms of this Agreement.
- 6.3 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, and InVite Health, on behalf of itself only, acknowledge that this Agreement is expressly intended to cover and include all such claims for Covered Products manufactured up through and including the Effective Date, including all rights of action therefore. ERC and InVite Health acknowledge that the claims released in Sections 6.1 and 6.2 above may include unknown claims, and the Parties nevertheless waive California Civil Code section 1542 as to any such unknown claims. California Civil Code section 1542 reads as follows:
 - (i) A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

ERC, on behalf of itself only, and InVite Health, on behalf of itself only, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542, and on behalf of themselves and their past and current representatives and

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attorneys, expressly waive and relinquish any and all rights and benefits that they may have under, or which may be conferred on them by the provisions of Section 1542 of the California Civil Code, or any other similar principle of California common law, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the released matters. In furtherance of such intention, the release hereby given shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claims or facts arising out of the released matters.

- 6.4 Compliance with the terms of this Agreement shall be deemed to constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead in the Covered Products as set forth in the Notice.
- Nothing in this Agreement is intended to apply to any occupational or 6.5 environmental exposures arising under Proposition 65, nor shall the Agreement and its requirements apply to any of InVite Health's products other than the Covered Products.
- Nothing herein shall be construed as diminishing InVite Health's continuing obligations 7. to comply with Proposition 65.
- All notices required to be given to either Party to this Agreement by the other shall be in 8. writing and sent to the following agents listed below via first-class mail, or via electronic mail where required. Courtesy copies of notices sent via first-class mail may also be sent via email.

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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.heptinstall@erc501c3.org

With a copy to:

Charles Poss In-House Counsel, Environmental Research Center 3111 Camino Del Rio North, Suite 400 San Diego, CA 92108 Tel: (619) 500-3090

Email: charles.poss@erc501c3.org

FOR INVITE HEALTH, INC.; INVITE HEALTH STORES, INC.; INVITE HEALTH AT SHAMES DRIVE, INC.; INVITE HEALTH FRANCHISING LLC:

Steven Kornblatt, CEO InVite Health, Inc. 900 Shames Drive Westbury NY, 11590

With a copy to:

Murray Skala c/o Feder Kassovitz 845 third avenue New York, NY 10022 212-888-8200 Mskala@fedkas.com

- 9. 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 reasonably requested by the California Attorney General, or any other governmental agency, regarding the Notice, the settlement, and this Agreement.
- 10. This Agreement contains the entire agreement between the Parties with regard to settlement of the Notice and the claims released herein, and supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to the Notice as set forth in this Agreement. This Agreement may be amended or modified as to injunctive terms only 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, officers, directors, employees, agents, successors, and assigns, and confers no benefit on any third party.
- 12. This Agreement may only be enforced by the Parties hereto. If a dispute arises with respect to either Party's compliance with the terms of this Agreement, the Parties shall meet and confer in person, by telephone, and/or in writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand.
- 13. If, after the Effective Date, ERC alleges that any Covered Product fails to qualify as a Conforming Covered Product (for which ERC alleges that no Warning has been provided), then ERC shall inform InVite Health in a reasonably prompt manner. When informing InVite Health of the alleged violation, ERC shall provide InVite Health with copies of all of its relevant test reports and other supporting information sufficient to identify the product(s) and

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the lot number(s) of the product(s) in question, including purchase receipts and product photographs. InVite Health shall, within thirty (30) days following such notice, provide ERC with testing information, from an independent third-party laboratory meeting the requirements of Sections 3.4.3, and 3.4.4, demonstrating InVite Health's compliance with this Agreement. InVite Health shall be able to rely on the arithmetic mean of three to five test results to show that the Covered Products qualify as Conforming Covered Products hereunder. Should the Parties agree that the test results produced to ERC by InVite Health hereunder show compliance with the terms of this Agreement, InVite Health shall have no monetary liability for the alleged violation. If the information provided by InVite Health does not resolve the matter, the Parties shall first attempt to resolve the matter prior to ERC taking any further legal action. Any test results provided hereunder shall be maintained in strict confidence by the Parties and subject to the Confidentiality Agreement entered into between the Parties.

- 14. 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.
- 15. 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.
- 16. 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.
- 17. The Parties acknowledge by signing this Agreement that they have a right to consult an attorney and that they have either consulted their attorney(s) with respect to the Notice and the terms and conditions of this Agreement or have made the decision not to consult with an attorney regarding the Notice and 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.
- 18. Any legal action to enforce this Agreement shall be brought in the county of Alameda of the State of California. The prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs that are necessary and required to enforce this Agreement pursuant to California Code of Civil Procedure section 1021.5.
- 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.

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20. Each of the individuals who execute this Agreement represents and warrants they have the authority to execute this document and bind the respective Parties to the terms and conditions of this Agreement, and have read, understand, and agree to all the terms and conditions in this Agreement.

DATED: DLA, 17,19

INVITE HEALTH, INC., INVITE HEALTH STORES, INC., INVITE HEALTH AT SHAMES DRIVE, INC., and INVITE HEALTH FRANCHISING LLC

By

Steven Kornblatt

Title: CEC

DATED:

8/17/19

ENVIRONMENTAL, RESEARCH CENTER, INC.

By

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