SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between the California Air Resources Board (ARB), with its principal office at 1001 I Street, Sacramento, California; and Noble Holdings, Inc. (f/k/a Apothecary Products, Inc.) ("API"), with its principal place of business at 15433 Milan Way, Naples, FL 34110-2727, and Apothecary Products LLC ("APLLC"), with its principal place of business at 11750 12th Avenue South, Burnsville, MN 55337 (collectively, the "Parties").

RECITALS

1. ARB alleges that from November 1, 2010 through February 28, 2014, API sold, supplied, and offered for sale in California, quantities of "Flents Wipe'n Clear Biodegradable Lens Wipe", subject to the volatile organic compound (VOC) limit for the "General Purpose Cleaner- nonaerosol" category Title 17, California Code of Regulations (CCR), section 94509(a).

2. ARB alleges that the product referenced in recital paragraph 1 contained concentrations of VOCs exceeding the 0.5 percent VOC limit for the "General Purpose Cleaner- nonaerosol" category specified in Title 17, CCR, section 94509(a).

3. API additionally disclosed that from November 1, 2010 through February 28, 2014, it sold, supplied, and offered for sale in California, quantities of the following other products:

    - Kmart Wipe n Clear (F414-201KM1)
    - WNC Lens Wipes (K409)
    - 210 Wip N Clear Dispr (F414-210)
    - Flents 205 (F414-205)
    - 30 CT Lens Wipe Canister (F414-203)
    - 201 Wipe N Clear 20EA (F414-201)
    - Biodegradable Lens Wipes 20CT (68308)
    - Wipe N Clear Bio Wipes 50CT (68035)
    - GNP Lens Cleaning Wipe
    - Rite Aid Wipe N Clear
    - Rite Aid 30CT Lenswipe Canister
    - Rite Aid 205 16CT Lenswip Pouch
    - Wipe N Clear Lens Cleaner
    - Flents 1/2 OZ AP Spry Lns Clnr
    - WNC 8oz Spry Lns Clnr
    - Walmart 8oz Spry Lns Clnr
    - Flents Lens Cleaner
    - Rite Aid Eyeglass Lens Cleaner
    - BIO WIPE N CLEAR 200 CT (69010)
    - BIO WIPE N CLEAR 225 CT (69035)

4. API disclosed that the products referenced in recital paragraph 3 contained concentrations of VOCs exceeding the 0.5 percent VOC limit for the "General Purpose Cleaner- nonaerosol" category specified in Title 17, CCR, section 94509(a).

5. ARB alleges that if the allegations and disclosures described in recital paragraphs 1, 2, 3, and 4 were proven, civil penalties could be imposed on API as provided in Health and Safety Code (HSC) sections 42402, et seq. for each and every unit involved in the violations.

6. API admits the allegations described in recital paragraphs 1 through 4, but denies any liability resulting from said allegations.

7. By virtue of a sale transaction which closed February 28, 2014, API sold all, or substantially all, of its assets to APLLC. Since that date, APLLC has developed new text and graphics for the labels and product packaging of the products referenced in recital paragraphs 1 and 3, which represent that the products are to be used solely for cleaning optical materials.

8. The parties agree to resolve this matter completely by means of this Agreement, without the need for formal litigation.

Therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. API and APLLC shall not sell, supply or offer for sale for use in California, any consumer products in violation of ARB Consumer Products Regulations set forth in Title 17, CCR, section 94500 et seq. However, the terms and conditions set forth in this agreement will remain valid and enforceable notwithstanding any future violations that may occur.

2. In settlement of the above-described violations of Title17, CCR, section 94509(a), the Parties agree as follows:

    a. API shall pay a penalty to ARB in the amount of $400,000 payable to the California Air Pollution Control Fund upon execution of this agreement;
    b. API shall pay an additional penalty to ARB in the amount of $25,000, payable to the California Air Pollution Control Fund within 12 months upon execution of this agreement, if APLLC is unable to create a product that complies with the VOC limit for general purpose cleaning category through a reformulation effort;
    c. APLLC shall provide reports to ARB on a quarterly basis, beginning with the execution of this agreement, detailing the progress of the reformulation effort, including an estimated completion date.

3. This settlement shall apply to and be binding upon the Parties, each of its or their respective shareholders or equity-owners (as the case may be), officers, directors, receivers, trustees, employees, successors and assignees, vendors, distributors and retailers, subsidiary and parent entities and upon ARB and any successor agency that may have responsibility for and jurisdiction over the subject matter of this settlement.

4. The parties stipulate that this Agreement shall be the final resolution of ARB claims regarding the above-described products and violations and shall have the same res judicata effect as a judgment in terms of acting as bar to any further action (civil or otherwise) by ARB against the Parties, each of its or their respective shareholders or equity-owners (as the case may be), their officers, directors, receivers, trustees, employees, successors and assignees, vendors, distributors and retailers, subsidiary and parent entities. This Agreement shall be deemed the recovery of civil penalties for purposes of precluding subsequent criminal action as provided in HSC section 42400.7(a).

5. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without regard to California's choice of law rules.

6. This Agreement constitutes the entire agreement and understanding between ARB and the Parties concerning the claims and settlement in this Agreement, and this Agreement fully supersedes and replaces any and all prior negotiations and agreement of any kind or nature, whether written or oral, between ARB and the Parties concerning these claims.

7. No agreement to modify, amend, extend, supersede, terminate, or discharge this Agreement, or any portion thereof, shall be valid or enforceable unless it is in writing and signed by all parties to this Agreement.

8. Each of the undersigned represents and warrants that he or she has full power and authority to enter into this Agreement.

9. **SB 1402 Statement**. California HSC section 39619.7 (Senate Bill 1402 - Dutton, Chapter 413, statutes of 2010) requires ARB to provide information on the basis for the penalties it seeks. This Settlement Agreement includes this information, which is also summarized here.

   The provision of law the penalty is being assessed under and why that provision is most appropriate for that violation.

   The penalty provision being applied in this case is HSC section 42402, et seq. because API sold, supplied, offered for sale, or manufactured for sale consumer products for commerce in California in violation of the Consumer Products Regulations (Title 17, CCR, section 94507, et seq.). The penalty provisions of HSC section 42402, et seq. apply to violations of the Consumer

Products Regulations because the regulations were adopted under authority of HSC section 41712 which is in Part 4 of Division 26 of the HSC. The penalty provisions of HSC section 42402, et seq. apply to requirements adopted pursuant to Part 4.

The manner in which the penalty amount was determined, including aggravating and mitigating factors and per unit or per vehicle basis for the penalty.

Penalties must be set at levels sufficient to discourage violations. ARB considered all relevant circumstances in determining penalties, including the eight factors specified in HSC section 42403.

HSC section 42402, et seq. provides strict liability penalties of $1,000 per day for violations of the Consumer Product Regulations. In cases like this involving an unintentional violation of the Consumer Products Regulations where the violator cooperates with the investigation, the ARB has sought and obtained penalties of approximately $17,000 per ton of excess emissions of volatile organic compounds attributable to the violation. This represents the cost to retire a ton of volatile organic compound emission credits and reformulate a product to comply with the Consumer Product Regulations. In this case the total penalty is $425,000 and there were 33.37 tons of excess volatile organic compound emissions attributable to the violation. This represents a penalty of approximately $12,750 per ton of excess emissions after the inclusion of investigative costs.

The penalty in this case was reduced because API made diligent efforts to comply, cooperated with the investigation, disclosed additional products, and agreed to undertake a reformulation effort to achieve additional permanent emission reductions as outlined in Terms and Condition 2(b). Penalties in future cases might be smaller or larger on a per ton basis

Is the penalty being assessed under a provision of law that prohibits the emission of pollution at a specified level, and, if so a quantification of the excess emissions, if it is practicable to do so.

The Consumer Product Regulations do not prohibit emissions above a specific level, but they do limit the concentration of VOCs and other compounds in regulated products. In this case a quantification of the excess emissions attributable to the violations was practicable because API made the product formulation and sales data necessary to make this quantification available to ARB. Based upon this information (which API has designated as confidential), the violations were calculated to have caused 33.37 tons of excess emissions of VOCs to be emitted to the atmosphere in California.

10. The Parties acknowledge that ARB has complied with SB1402 in investigating and settling this case. Specifically, ARB has considered all

relevant facts, including those listed at HSC section 42403, has explained the manner in which the penalty amount was calculated, has identified the provision of law under which the penalty amount is being assessed, and has considered and determined that this penalty is not being assessed under a provision of law that prohibits the emission of pollutants at a specified level.

11. Final penalties were determined based on the unique circumstances of this matter, considered together with the need to remove any economic benefit from noncompliance the goal of deterring future violations and obtaining swift compliance, the consideration of past penalties in similar negotiated cases, and the potential costs and risk associated with litigating these particular violations. The penalty reflects violations extending over a number of days resulting in quantifiable harm to the environment considered together with the complete circumstances of this case listed above. Penalties in future cases might be smaller or larger on a per ton basis.

12. The final penalty in this case was based in part on confidential business information provided by the Parties that is not retained by ARB in the ordinary course of business. The penalty reflects ARB's assessment of the relative strength of its case against the Parties, desire to avoid the uncertainty, burden and expense of litigation, obtain swift compliance with the law and remove any unfair advantage the Parties may have secured from their actions.

CALIFORNIA AIR RESOURCES BOARD

Dated: 11/5/2014

By: _____
Richard W. Corey
Executive Officer

NOBLE HOLDINGS, INC. (F/K/A APOTHECARY PRODUCTS, INC.)

Dated: 10-17-14

By: _____

Name: Terry Noble

Title: CEO

APOTHECARY PRODUCTS, LLC

Dated: 10-16-2014

By: D Kramer

Name: DAVID KRAMER

Title: SVP - OPERATIONS