

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is entered into this 21st day of April, 2016 by Real Neutriceutical Group Ltd., a corporation organized under the laws of the Cayman Islands, with its principal place of business in Hong Kong (“RN”), and Glaucus Research Group California LLC, a California limited liability company (“Glaucus”).

RECITALS:

WHEREAS, RN is in the business of producing and selling health drinks and nutritional supplements in China;

WHEREAS, Glaucus is in the business of issuing research reports regarding publicly traded companies in the United States and abroad;

WHEREAS, on or about October 21, 2015, Glaucus issued a written report (“Report”) which made a number of statements regarding RN’s financial statements, finances and the manner in which RN conducts its business;

WHEREAS, on or about December 24, 2015, RN issued a response which responded to the statements made by Glaucus in its Report (“Response”);

WHEREAS, on or about December 28, 2015, Glaucus issued a second report which made additional statements concerning RN (“Second Report”);

WHEREAS, on or about January 5, 2016, RN issued a second response which responded to the statements made by Glaucus in its Second Report (“Second Response”) (the Response and Second Response are, collectively, “RN Responses”);

WHEREAS, on or about January 7, 2016, Glaucus issued a third report which made further statements concerning RN (“Third Report”) (the Report, Second Report and Third Report are, collectively, “Glaucus Reports”);

WHEREAS, on or about January 15, 2016, RN filed a complaint in the United States District Court for the Central District of California against Glaucus for libel (“Libel Litigation”) and Glaucus denies that it engaged in any libelous conduct toward RN;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RN and Glaucus hereby agree as follows:

1. Glaucus will not, either directly or indirectly or otherwise cause a third party to issue any further public reports, make any public comments or issue any public statements concerning RN except that Glaucus can correct the public record in the event that RN has publicly mischaracterized or misstated the terms of this Agreement or

otherwise disparages Glaucus contrary to the terms of this Agreement. This prohibition does not apply to the provision of evidence in any action or proceeding commenced by a third party or if litigation arises between the parties to the Settlement Agreement

2. RN will file a notice of dismissal without prejudice of its Libel Litigation (“Notice of Dismissal”). RN will not refile the Libel Litigation except as permitted by the Settlement Agreement. Glaucus does not have to make any monetary payment to RN or retract the Glaucus Reports to obtain this dismissal.

3. Within one business day of the filing of the Notice of Dismissal, Glaucus will post the Settlement Agreement on the Glaucus website (glaucusresearch.com).

4. Glaucus will maintain the Settlement Agreement on its website immediately proximate to the Glaucus Reports, and accessible on the same page as the Glaucus Reports, as long as the Glaucus Reports are posted or accessible on or through the Glaucus website. Glaucus has no obligation to withdraw the Glaucus Reports.

5. RN is entitled to issue press releases, announcements and make any required filings in relation to the Settlement Agreement. However, such press releases, announcements and filings shall not state that Glaucus withdraws the Glaucus Reports or that Glaucus has made any payment to RN to resolve the Libel Litigation.

6. With respect to press releases, announcements and filings in relation to RN’s financial statements, finances and management of its business, RN is entitled to state that its financial statements for current and prior years are audited, genuine and correct, and that its finances and business are conducted honestly and properly, as well as to respond to allegations to the contrary, without making specific reference to Glaucus as the source of any such allegations. RN may maintain the RN Responses on its website and maintain the RN Responses as publicly available documents. RN is also entitled to summarize, publish and maintain on its website the results of the independent professional review of the statements in the Glaucus Reports referred to in its Response (“Review”). The Review can make specific reference to Glaucus as the source of the statements that are the subject of the Review.

7. If Glaucus violates any of the terms of the Settlement Agreement, RN has the right to recommence the Libel Litigation against Glaucus. The terms of the Settlement Agreement or negotiations pertaining thereto would not be admissible in that event.

8. Glaucus agrees that it will not, at any time in the future make, directly or indirectly, or cause any third party to make, any further oral or written public statements that are disparaging of RN, its products or services or financial condition, and any of its present or former officers, directors or employees. Maintaining the Glaucus Reports or the Settlement Agreement on its website does not constitute disparagement. RN agrees that it will not, at any time, make, directly or indirectly, any oral or written public statements that are disparaging of Glaucus. The issuance of press releases,

announcements or filings that contain financial information that is inconsistent or contrary to the Glaucus Reports, without making specific reference to Glaucus, does not constitute disparagement. This prohibition against disparagement does not apply to the provision of evidence in any action or proceeding commenced by a third party or if litigation arises between the parties to the Settlement Agreement.

9. Except for the re-institution of RN's Libel Litigation against Glaucus under the conditions permitted by the Settlement Agreement, RN forever and generally releases and discharges Glaucus and its officers, directors, employees, owners, representatives, agents, affiliates, subsidiaries, and attorneys from any claims, charges, complaints, liens, demands, or causes of action, suspected or unsuspected, known or unknown, that RN may have. Likewise, except for the fees and costs Glaucus has incurred to date in preparing an anti-SLAPP motion in response to RN's Libel Litigation, which can only be claimed if RN re-institutes its Libel Litigation and Glaucus prevails on an anti-SLAPP motion, Glaucus forever releases and discharges RN and its officers, directors, employees, owners, representatives, agents, affiliates, subsidiaries, and attorneys from any claims, charges, complaints, liens, demands, or causes of action, suspected or unsuspected, known or unknown, that Glaucus may have. Both RN and Glaucus waive all rights afforded by Section 1542 of the California Code of Civil Procedure. Section 1542 states 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.

10. The Settlement Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles.

11. Each party shall bear its own costs and attorney's fees

12. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or of the same right with respect to any subsequent occasion for its exercise, or of any right to damages. No waiver by any party of any breach of this Settlement Agreement shall be held to constitute a waiver of any other breach or a continuation of the same breach. All remedies provided by the Settlement Agreement are in addition to all other remedies provided by law. The Settlement Agreement may not be amended except in a writing signed by the parties hereto.

13. The Settlement Agreement represents the complete agreement of the parties, and supersedes all prior agreements and understandings, with respect to the subject matter hereof.

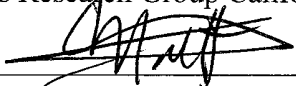
14. The Settlement Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Settlement Agreement has been executed as of the date first written above.

Real Neutriceutical Group Ltd.

Glaucus Research Group California LLC

By: _____

By:  _____

Name: _____

Name: Matthew Wiechert

Title: _____

Title: Founder

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13 Attorneys for Plaintiff
 14 Real Nutraceutical Group Limited

15 UNITED STATES DISTRICT COURT
 16 CENTRAL DISTRICT OF CALIFORNIA
 17 SOUTHERN DIVISION

18 REAL NUTRICEUTICAL GROUP
 19 LIMITED,

20 Plaintiff,

21 vs.

22 GLAUCUS RESEARCH GROUP
 23 CALIFORNIA LLC,

24 Defendant.

Case No. 8:16-cv-00060-DOC (KESx)

**NOTICE OF DISMISSAL
 WITHOUT PREJUDICE**

[Fed. R. Civ. P. 41(a)]

Judge: Hon. David O. Carter

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NOTICE OF DISMISSAL WITHOUT PREJUDICE

Pursuant to Federal Rule of Civil Procedure 41(a), Defendant having neither answered nor filed a motion for summary judgment, and pursuant to agreement of the parties, Plaintiff Real Nutraceutical Group Limited hereby dismisses the above-captioned action and the above-named Defendant without prejudice.

Dated: April 22, 2016

Respectfully submitted:

MAYER BROWN LLP
JOHN NADOLENCO
CHRISTOPHER P. MURPHY
RICHARD A SPEHR
JOHN M. CONLON

By: /s/Christopher P. Murphy
Christopher P. Murphy
Attorneys for Plaintiff
Real Nutraceutical Group Limited