UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.

For the fiscal year ended December 31, 2018
or

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.
For the transition period from to

Commission file number 001-37752

CHROMADEX CORPORATION

(Exact name of Registrant as specified in its Charter)

Delaware	26-2940963
(State or other jurisdiction of incorporation)	(I.R.S. Employer Identification No.)
10900 Wilshire Blvd. Suite 650, Los Angeles, California	90024
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code (310) 388-6706

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Name of Each Exchange on Which Registered**
Common Stock, $0.001 par value	The NASDAQ Capital Market

Securities registered pursuant to Section 12(g) of the Act: **None.**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes [ ] No [X]

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes [ ] No [X]

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes [X] No [ ]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [ ]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "accelerated filer," "large accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer [ ] Accelerated filer [X] Non-accelerated filer [ ]
Smaller reporting company [X] Emerging growth company [ ]

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financing accounting standards provided pursuant to Section 13(a) of the Exchange Act. □

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes [ ] No [X]

As of June 30, 2018, the last business day of the registrant's most recently completed second fiscal quarter, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was approximately $151.4 million, based on the closing price of the registrant's common stock on the NASDAQ Capital Market on June 30, 2018.

Number of shares of common stock of the registrant outstanding as of February 28, 2019: 55,285,912.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's proxy statement (the "Proxy Statement") to be filed with the Securities and Exchange Commission ("SEC" or the "Commission") pursuant to Regulation 14A in connection with the registrant's 2019 Annual Meeting of Stockholders, which will be filed subsequent to the date hereof, are incorporated by reference into Part III of this Form 10-K. Such Proxy Statement will be filed with the SEC not later than 120 days following the end of the registrant's fiscal year ended December 31, 2018.

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PART I

CAUTIONARY NOTICE REGARDING FORWARD LOOKING STATEMENTS

This Annual Report on Form 10-K (the "Form 10-K") contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended, which are subject to the safe harbor created by those sections.

We may, in some cases, use words such as "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "should," "will," "would" or the negative of these terms, and similar expressions that convey uncertainty of future events or outcomes to identify these forward-looking statements. Any statements contained herein that are not statements of historical facts may be deemed to be forward-looking statements and are based upon our current expectations, beliefs, estimates and projections, and various assumptions, many of which, by their nature, are inherently uncertain and beyond our control. Such statements, include, but are not limited to, statements contained in this Form 10-K relating to our business, business strategy, products and services we may offer in the future, the outcome and impact of litigation, the timing and results of future regulatory filings, the timing and results of future clinical trials, our ability to collect from major customers, sales and marketing strategy and capital outlook. Forward-looking statements are based on our current expectations and assumptions regarding our business, the economy and other future conditions. Because forward looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. Our actual results may differ materially from those contemplated by the forward-looking statements. They are neither statement of historical fact nor guarantees of assurance of future performance. We caution you therefore against relying on any of these forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward looking statements include, but are not limited to, a decline in general economic conditions nationally and internationally; decreased demand for our products and services; market acceptance of our products; the ability to protect our intellectual property rights; impact of any litigation or infringement actions brought against us; competition from other providers and products; risks in product development; inability to raise capital to fund continuing operations; changes in government regulation; the ability to complete customer transactions and capital raising transactions, and other factors (including the risks contained in Item 1A of this Form 10-K under the heading "Risk Factors") relating to our industry, our operations and results of operations and any businesses that may be acquired by us. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended or planned.

Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. Given these uncertainties, you should not place undue reliance on these forward-looking statements. We cannot guarantee future results, levels of activity, performance or achievements. Except as required by applicable law, we undertake no obligation to and do not intend to update any of the forward-looking statements to conform these statements to actual results.

Item 1. Business

Unless otherwise indicated or the context otherwise requires, references to the "Company", "ChromaDex", "we", "us" and "our" refer to ChromaDex Corporation and its consolidated subsidiaries.

Company Overview

ChromaDex is a science-based integrated nutraceutical company devoted to improving the way people age. ChromaDex scientists partner with leading universities and research institutions worldwide to discover, develop and create products to deliver the full potential of nicotinamide adenine dinucleotide ("NAD") and its impact on human health.

NAD is an essential coenzyme and a key regulator of cellular metabolism. Best known for its role in cellular adenosine triphosphate ("ATP") production, NAD is now thought to play an important role in healthy aging. Many cellular functions related to health and healthy aging are sensitive to levels of locally available NAD and this represents an active area of research in the field of NAD.

NAD levels are not constant, and in humans, NAD levels have been shown to decline by more than 50% from young adulthood to middle age. NAD continues to decline as humans grow older. There are other causes of reduced NAD levels such as over-nutrition, alcohol consumption and a number of disease states. NAD may also be increased, including through calorie restriction and exercise. Healthy aging, mitochondria and NAD continue to be areas of focus in the research community. In 2018, there were over 160 studies on NAD. The areas of study include Alzheimer's disease, Parkinson's disease, neuropathy and heart failure.

In 2013, ChromaDex commercialized NIAGEN® nicotinamide riboside ("NR"), a novel form of vitamin B3. Data from numerous animal studies, and confirmed in human clinical trials, show that NR is a highly efficient NAD precursor that significantly raises NAD levels. NIAGEN® is safe for human consumption with no adverse side effects. NIAGEN® has twice been successfully reviewed under FDA's new dietary ingredient ("NDI") notification program, and has also been successfully notified to the FDA as generally recognized as safe ("GRAS"). Animal studies of NIAGEN® have demonstrated a variety of outcomes ranging from increased NAD levels, increased cellular metabolism and energy production to improvements in insulin sensitivity. NIAGEN® is the trade name for our proprietary ingredient NR, and is protected by patents to which we are the exclusive licensee.

ChromaDex is the world leader in the emerging NAD space. ChromaDex has approximately 170 partnerships with leading universities and research institutions around the world including the National Institutes of Health, Cornell, Dartmouth, Harvard, Massachusetts Institute of Technology, University of Cambridge and the Mayo Clinic. Other relationships are currently being developed.

Our scientific advisory board is led by Chairman Dr. Roger Kornberg, Nobel Laureate Stanford Professor, Dr. Charles Brenner, one of the world's recognized experts in NAD and inventor of nicotinamide riboside, Dr. Rudi Tanzi, the co-chair of the department of neurology at Harvard Medical School and one of the world's leading experts in food and nutrition, Sir John Walker, Nobel Laureate and Emeritus Director, MRC Mitochondrial Biology Unit in the University of Cambridge, England, Dr. Bruce German, Chairman of food, nutrition and health at the University of California, Davis, and Dr. Robert Beudeker, Vice President of Innovation, who leads the innovation program for human nutrition and health at DSM.

STRATEGIC SHIFT TO GLOBAL CONSUMER PRODUCT COMPANY

The acquisition in March 2017 of Healthspan Research LLC, a company that sold our TRU NIAGEN® branded product direct to consumers, marked our strategic shift from an ingredient and testing company to a global, science-based integrated nutraceutical company. ChromaDex made the strategic decision to commercialize TRU NIAGEN® as a consumer brand for the product containing NIAGEN® ingredient, launching in 2017.

In connection with our strategic decision to grow our global consumer brand, we have reduced the number of NIAGEN® resellers to just a few. As expected, our ingredients segment net sales decreased 23% in 2018, from $11.1 million in 2017 to $8.6 million. However, our net sales of TRU NIAGEN® increased by $13.0 million, from $5.5 million in 2017 to $18.5 million in 2018, to more than offset the decrease in net sales of our ingredients segment.

We believe the global market size for TRU NIAGEN® is substantial. According to Orbis Research, Global Anti-Aging Market Research Report and Forecast 2017-2021, June 19, 2017, over $250 billion was spent on the business of youth worldwide in 2016 on looking, acting and feeling younger, which included skin care, cosmetic surgery, hair restoration, fitness, vitamins and supplements. According to the same report from Orbis Research, the worldwide anti-aging market is expected to grow at a compounded average growth rate ("CAGR") of 5.8% through 2021 to about $330 billion.

We began the international expansion of our TRU NIAGEN® brand with the launch in Hong Kong and Macau with our strategic partner, A.S. Watson Group, in 2017, followed by the launch in Singapore in the first quarter of 2018. In the third quarter of 2018, we launched TRU NIAGEN® in New Zealand with retail partner Matakana Superfoods. In the fourth quarter of 2018, we launched TRU NIAGEN® in Canada by making it available at www.truniagen.ca and to healthcare practitioners at Fullscript Canada after receiving regulatory approval for sale from Health Canada. We will continue to focus on obtaining additional regulatory approvals required to expand our marketing and distribution of our TRU NIAGEN® brand in new strategic international markets.

INGREDIENTS AND ANALYTICAL REFERENCE STANDARDS AND SERVICES BUSINESS SEGMENTS

Through our ingredients business segment, we will continue to sell NIAGEN® in ingredient form to our strategic partners, including Nestec Ltd. (“Nestlé”), a global leader pioneering quality science-based nutritional health solutions. In the fourth quarter of 2018, we entered into a supply agreement with Nestlé, pursuant to which Nestlé will be our exclusive customer for NIAGEN® for human use in the (i) medical nutritional and (ii) functional food and beverage categories in certain territories. As consideration for the rights granted to Nestlé, we received an upfront fee of $4 million. Following the launch of the products in certain territories, Nestlé will additionally pay us a one-time fee for a potential total aggregate payment of $6 million.

We are a leading provider of research and quality-control products and services to the natural products industry. Through our analytical reference standards and services segment, customers worldwide in the dietary supplement, food and beverage, cosmetic and pharmaceutical industries use our products, which are small quantities of highly-characterized, research-grade, plant-based materials, to ensure the quality of their raw materials and finished products. We have conducted this analytical reference standards and services business since 1999.

Our analytical reference standards and services business segment provides us with the opportunity to become aware of the results from research and screening activities performed on thousands of potential natural product candidates through our relationships with various universities and research institutions. By selecting the most promising ingredients leveraged from this market-based screening model, which is grounded by primary research performed through leading universities and institutions, followed by selective investments in further research and development, new proprietary ingredients can be identified and brought to various markets with a much lower investment cost and an increased chance of success. Through our regulatory consulting operations, we also provide our clients in the food, supplement and pharmaceutical industries with effective scientific solutions to manage their potential health and regulatory risks.

For the fiscal years ended December 31, 2018 and December 30, 2017, our revenues were approximately $31.6 million and $21.2 million, respectively. The following table summarizes the Company’s total sales for each of the business segments in the last two years. Please refer to Item 8 Financial Statements and Supplementary Data of this Annual Report on Form 10-K for additional financial information for each of the business segments.

Fiscal Years	Consumer Products Segment	Ingredients Segment	Analytical Reference Standards and Services Segment	Total
2018	$18.5 million	$8.6 million	$4.5 million	$31.6 million
2017	$5.5 million	$11.1 million	$4.6 million	$21.2 million

Company Background

On May 21, 2008, Cody Resources, Inc., a Nevada corporation and a public company, ("Cody") entered into an Agreement and Plan of Merger (the "Merger Agreement"), by and among Cody, CDI Acquisition, Inc., a California corporation and wholly-owned subsidiary of Cody ("Acquisition Sub"), and ChromaDex, Inc. (the "Merger"). Subsequent to the signing of the Merger Agreement, Cody merged with and into a Delaware corporation. On June 20, 2008, Cody amended its articles of incorporation to change its name to ChromaDex Corporation. ChromaDex Corporation was traded on the Over the Counter market under the symbol "CDXC." On April 25, 2016, ChromaDex Corporation became listed on the NASDAQ Capital Market under the symbol "CDXC."

ChromaDex, Inc., a wholly owned subsidiary of ChromaDex Corporation, was originally formed as a California corporation on February 19, 2000.

On March 12, 2017, ChromaDex Corporation acquired Healthspan Research LLC, a consumer product company offering TRU NIAGEN® branded products. This marked the strategic shift to become a global, science-based integrated nutraceutical company. On September 5, 2017, the Company completed the sale of its operating assets that were used with the Company's quality verification program testing and analytical chemistry business for food and food related products to Covance Laboratories Inc.

Business Market

According to Orbis Research, Global Anti-Aging Market Research Report and Forecast 2017-2022, June 19, 2017, over $250 billion was spent on the business of youth worldwide in 2016 on looking, acting and feeling younger, which included skin care, cosmetic surgery, hair restoration, fitness, vitamins and supplements. According to the same report from Orbis Research, the worldwide anti-aging market is expected to grow at a CAGR of 5.8% through 2021 to about $330 billion. According to the data from Euromonitor International, the worldwide market for vitamins and dietary supplements was approximately $106 billion in 2018, and is expected to grow at a CAGR of 3.0% to about $123 billion in 2023.

Business Model

CONSUMER PRODUCTS SEGMENT

Our business model is to sell TRU NIAGEN® to consumers worldwide. As a world leader in the emerging NAD space and the science of aging, we will continue to seek to discover and enhance patented technology and evolve our TRU NIAGEN® products to improve health by safely raising NAD levels. The TRU NIAGEN® brand is built on scientific evidence, trust and the direct impact to our consumers of aging better. The best way to be trusted as a brand is to be trustworthy as a company.

We intend to expand to the worldwide NAD-related healthy aging market by entering into new international markets. We will continue to focus on obtaining additional regulatory approvals required to expand our marketing and distribution of our TRU NIAGEN® products in new international markets. We will utilize our proprietary ecommerce platforms, and the ecommerce and brick and mortar platforms of strategic regional and local partners. Our United States ("U.S.") based business will continue to support our global operations, including:

- Corporate development and strategy
- Research and development activities
- Science
- Global premium brand management and brand guidelines
- Multi-platform global marketing campaigns and know-how
- Build and evolve propriety ecommerce platform and data analytics
- Global manufacturing and supply chain operations

We expect to continue to supply our international operations with finished products manufactured in the U.S, and to continue to provide all our marketing materials and know-how to our international strategic partners.

INGREDIENTS SEGMENT

We will continue to sell NIAGEN® in ingredient form to our strategic partners. In addition, we will also continue to identify, acquire and commercialize other innovative new proprietary ingredients and technologies. We have an experienced team that is capable of advancing products through development into commercialization with the required regulatory approval, safety, toxicology, clinical trials, supply chain management, manufacturing, and ultimately either directly selling the products or licensing to third parties.

ANALYTICAL REFERENCE STANDARDS AND SERVICES SEGMENT

We have taken advantage of both supply chain needs and regulatory requirements to build our analytical reference standards and services segment. We believe that we create value throughout the supply chain of the dietary supplements, functional foods and personal care markets. In addition, through regulatory consulting operations, we provide product regulatory approval and scientific advisory services to our clients in the food, supplement and pharmaceutical industries with effective solutions to manage potential health and regulatory risks.

We will capitalize on additional opportunities in product development and commercialization of various kinds of intellectual property that we have largely discovered and acquired through the sales process associated with this segment.

Overview of our Products and Services

Current products and services provided are as follows:

CONSUMER PRODUCTS

- *TRU NIAGEN® branded dietary supplements.* We currently offer our NIAGEN® nicotinamide riboside through our TRU NIAGEN® finished bottles. We will continue to build our TRU NIAGEN® as a global brand and offer TRU NIAGEN® to consumers worldwide. We are conducting additional clinical trials to further validate the health benefits associated with NIAGEN® and TRU NIAGEN®.

INGREDIENTS

- *Nicotinamide riboside NIAGEN®.* We will continue to develop and sell NIAGEN® in ingredient form to strategic partners.
- *Spirulina Extract Immulina™.* IMMULINA™ is a spirulina extract and the predominant active compounds are Braun-type lipoproteins which are useful for improving human immune function. These lipoproteins are present at much greater levels than those found within commonly used immune enhancing botanicals such as Echinacea and ginseng.

ANALYTICAL REFERENCE STANDARDS AND SERVICES

- *Supply of reference standards and fine chemicals.* We supply a wide range of products necessary to conduct quality control of raw materials and consumer products. Reference standards and fine chemicals are used for research and quality control in the dietary supplements, cosmetics, food and beverages, and pharmaceutical industries.
- *Consulting services*. We provide a comprehensive range of consulting services in the areas of regulatory support, new ingredient or product development, risk management and litigation support. We provide and offer product regulatory approval and scientific advisory services.

Sales and Marketing Strategy

For our consumer products segment, we employ a variety of strategies to drive sales and consumer awareness of TRU NIAGEN®, including social media and internet advertising, managing websites, influencers, tradeshows, e-mail, paid search, distribution of research publications and press releases. We also have a customer care department that handles day-to-day communications with our end customers addressing any needs or concerns related to our TRU NIAGEN® product.

For our ingredients segment and analytical reference standards and services segment, our strategy is based on a direct, technically-oriented model. We recruit and hire sales and marketing staff with appropriate commercial and scientific backgrounds. Our regulatory consulting operations generate scientific and regulatory consulting revenue from an existing well-established list of Fortune 1000 customers and referrals.

USA and Canada:

For our consumer products segment, we are distributing our TRU NIAGEN® products direct to consumers through our propriety ecommerce platform TRUNIAGEN.com, TRUNIAGEN.ca, Amazon and other established internet marketplaces. We also have specialty retailers and direct healthcare practitioners who are authorized resellers of TRU NIAGEN® in the U.S. and Canada.

For our ingredients segment and analytical reference standards and services segment, we intend to continue to use a direct marketing approach in the U.S. and Canada to promote our products and services.

International:

For our consumer products segment, we will utilize strategic partners on a regional or local country basis to expand our distribution of TRU NIAGEN® products. Our strategic partnerships could include brick and mortar and/or ecommerce channels. We also are evaluating strategic joint ventures to rapidly expand our distribution in Asia. We began our international expansion of TRU NIAGEN® products with the successful launch in Hong Kong and Macau with our strategic partner, A.S. Watson Group in 2017, followed by the launch in Singapore in the first quarter of 2018. In the third quarter of 2018, we launched TRU NIAGEN® in New Zealand with retail partner Matakana Superfoods. In the fourth quarter of 2018, we launched TRU NIAGEN® in Canada by making it available at www.truniagen.ca and to healthcare practitioners at Fullscript Canada after receiving regulatory approval for sale from Health Canada. We will continue to focus on obtaining additional regulatory approvals required to expand our marketing and distribution of our TRU NIAGEN® brand in new strategic international markets.

For our ingredients segment, most of our customers are based currently in the U.S.

For our analytical reference standards and services segment, we use international distributors to market and sell to several foreign countries or markets. The use of distributors in some international markets has proven to be more effective than direct sales. For our regulatory consulting operations, we engage on consulting projects for customers all over the world, including Europe, South America, and Asia. Consulting revenues are generated from an existing well-established list of Fortune 1000 customers and referrals.

Government Regulation

Some of our operations are subject to regulation by various United States federal agencies and similar state and international agencies, including the Food and Drug Administration ("FDA"), the Federal Trade Commission ("FTC"), the Department of Commerce, the Department of Transportation, the Department of Agriculture and other state and international agencies. These regulators govern a wide variety of production activities, from design and development to labeling, manufacturing, handling, selling and distributing of products. From time to time, federal, state and international legislation is enacted that may have the effect of materially increasing the cost of doing business or limiting or expanding our permissible activities. We cannot predict whether or when potential legislation or regulations will be enacted, and, if enacted, the effect of such legislation, regulation, implementation, or any implemented regulations or supervisory policies would have on our financial condition or results of operations. In addition, the outcome of any litigation, investigations or enforcement actions initiated by state or federal authorities could result in changes to our operations being necessary and in increased compliance costs.

U.S. FDA Regulation

In the United States dietary supplements and food are subject to FDA regulations. For example, the FDA's final rule on Good Manufacturing Practices ("GMPs") for dietary supplements published in June 2007 requires companies to evaluate products for identity, strength, purity and composition. These regulations, in some cases, particularly for new ingredients, require a notification that must be submitted to the FDA along with evidence of safety. In addition, depending on the type of product, whether a dietary supplement, cosmetic, food, or pharmaceutical, the FDA, under the Food, Drug and Cosmetic Act (the "FDCA"), can regulate:

- product testing;
- ingredient testing;
- documentation process, batch records, specifications;
- product labeling;
- product manufacturing and storage;
- NDI status;
- health claims, advertising and promotion; and
- product sales and distribution.

The FDCA has been amended several times with respect to dietary supplements, most notably by the Dietary Supplement Health and Education Act of 1994 ("DSHEA"). DSHEA established a new framework for governing the composition and labeling of dietary supplements. Generally, under DSHEA, dietary ingredients that were marketed in the United States before October 15, 1994, may be used in dietary supplements without notifying the FDA. However, an NDI (a dietary ingredient that was not marketed in the United States before October 15, 1994) is subject to NDI notification that must be submitted to the FDA unless the ingredient has previously been "present in the food supply as an article used for food" without being "chemically altered." An NDI notification must provide the FDA with evidence of a "history of use or other evidence of safety" establishing that the use of the dietary ingredient "will reasonably be expected to be safe." An NDI notification must be submitted to the FDA at least 75 days before the initial marketing of the NDI. There can be no assurance that the FDA will accept the evidence of safety for any NDIs that we may want to commercialize, and the FDA's refusal to accept such evidence could prevent the marketing of such dietary ingredients. The FDA is in the process of developing guidance for the industry that will aim to clarify the FDA's interpretation of the NDI notification requirements, and this guidance may raise new and significant regulatory barriers for NDIs.

For any new ingredient developed by us to be used in conventional food or beverage products in the United States, the product either must be approved by the FDA as a food additive pursuant to a food additive petition ("FAP") or be generally recognized as safe ("GRAS"). The FDA does not have to approve a company's determination that an ingredient is GRAS. However, a company can notify the FDA of its determination. There can be no assurance that the FDA will approve any FAP for any ingredient that we may want to commercialize, or agree with our determination that an ingredient is GRAS, either of which could prevent the marketing of such ingredient.

U.S. Advertising Regulations

In addition to FDA regulations, the FTC regulates the advertising of dietary supplements, foods, cosmetics, and over-the-counter ("OTC"), drugs. In recent years, the FTC has instituted numerous enforcement actions against dietary supplement companies for failure to adequately substantiate claims made in advertising or for the use of false or misleading advertising claims. These enforcement actions have often resulted in consent decrees and the payment of civil penalties, restitution, or both, by the companies involved. We may be subject to regulation under various state and local laws that include provisions governing, among other things, the formulation, manufacturing, packaging, labeling, advertising and distribution of dietary supplements, foods, cosmetics and OTC drugs.

In addition, The National Advertising Division of the Council of Better Business Bureaus reviews national advertising for truthfulness and accuracy. The National Advertising Division of the Council of Better Business Bureaus uses a form of alternative dispute resolution, working closely with in-house counsel, marketing executives, research and development departments and outside consultants to decide whether claims have been substantiated.

International Regulations

Our international sales for the consumer products segment and ingredients segment are subject to foreign government regulations, which vary substantially from country to country. The time required to obtain approval by a foreign country may be longer or shorter than that required for FDA approval, and the requirements may differ. We may be unable to obtain on a timely basis, if at all, any foreign government approvals necessary for the marketing of our products abroad.

Regulation in Europe is exercised primarily through the European Union, which regulates the combined market of each of its member states. Other countries, such as Switzerland, have voluntarily adopted laws and regulations that mirror those of the European Union with respect to dietary ingredients.

Major Customers

Major customers who accounted for more than 10% of the Company's total sales were as follows:

	Years Ended	
Major Customers	2018	2017
A.S. Watson Group - Related Party	*	19.4%
Thorne Research	*	10.2%
Life Extension	10.0%	*

* Represents less than 10%.

Generally, we do not depend upon a single customer, or a few customers, and the loss of any one or more would not have a material adverse effect on the Company. However, due to the volume of consumer products and ingredients we are selling in relation to the overall Company's sales, we do expect that at times one or more of our customers may account for more than 10% of the Company's sales.

Competitive Business Conditions

For our consumer products segment, we are in direct competition with Elysium Health who offers a similar product to our TRU NIAGEN®. There are also few resellers of NIAGEN® as consumer products that are our customers. We believe these resellers are focused on specific channels that we believe are complementary to our business.

For our ingredients segment, we face little direct competition as the ingredients we offer are backed by intellectual property exclusively licensed to us. We, however, face strong indirect competition from other ingredient suppliers who may supply alternative ingredients that may have similar characteristics to ingredients we offer. Below is a list of some of the competitors for our ingredients segment.

Ingredients Business Segment Competitors

- Royal DSM (the Netherlands)
- Glanbia plc (Ireland)
- BASF (Germany)
- Lonza Group Ltd (Switzerland)
- Sabinsa Corporation (India/USA)

For the analytical reference standards and services segment, we face competition within the standardization and quality testing niche of the natural products market. Below is a current list of certain competitors. These competitors have already developed reference standards or services or are currently taking steps to develop botanical standards. Of the competitors listed, some currently sell fine chemicals, which, by default, are sometimes used as reference standards, and others are closely aligned with our market niche to reduce any barriers to entry if these companies wish to compete.

Analytical Reference Standards and Services Segment Competitors

- Sigma-Aldrich (USA)
- Phytolab (Germany)
- US Pharmacopoeia (USA)
- Extrasynthese (France)

For regulatory consulting operations there are numerous competitors, including some that are much larger companies with more resources. The success in winning and retaining clients is heavily dependent on the efforts and reputation of our consultants. We believe the barriers to entry in areas of our consulting expertise are low.

Patents, Trademarks, Licenses, Franchises, Concessions, Royalty Agreements or Labor Contracts, Including Duration

We currently protect our intellectual property through patents, trademarks, designs and copyrights on our products and services. Our business strategy is to use the intellectual property harnessed from our analytical reference standards and services segment as the basis for providing new proprietary ingredients to our customers. Our strategy is to develop these proprietary ingredients on our own as well as to license our intellectual property to companies who will commercialize it. We anticipate that the net result will be a long-term flow of intellectual property milestone and royalty payments to us.

The following table sets forth our existing patents and those to which we have licensed rights:

Patent Number	Title	Filing Date	Issued Date	Expires	Licensor
6,852,342	Compounds for altering food intake in humans	3/26/2002	2/8/2005	2/12/2022	Co-owned by Avoca, Inc. and ChromaDex
7,205,284	Potent immunostimulants from microalgae	7/10/2001	4/17/2007	3/9/2022	Licensed from University of Mississippi
7,776,326	Methods and compositions for treating neuropathies	6/3/2005	8/17/2010	6/3/2025	Licensed from Washington University
7,846,452	Potent immunostimulatory extracts from microalgae	7/28/2005	10/7/2010	7/28/2025	Licensed from University of Mississippi
8,106,184	Nicotinyl Riboside Compositions and Methods of Use	11/17/2006	1/31/2012	11/17/2026	Licensed from Cornell University
8,114,626	Yeast strain and method for using the same to produce Nicotinamide Riboside	3/26/2009	2/14/2012	3/26/2029	Licensed from Dartmouth College
8,133,917	Pterostilbene as an agonist for the peroxisome proliferator-activated receptor alpha isoform	10/25/2010	3/13/2012	10/25/2030	Licensed from the University of Mississippi and U.S. Department of Agriculture
8,197,807	Nicotinamide Riboside Kinase compositions and Methods for using the same	11/20/2007	6/12/2012	11/20/2027	Licensed from Dartmouth College
8,227,510	Combine use of pterostilbene and quercetin to produce cancer treatment medicaments	7/19/2005	7/24/2012	7/19/2025	Licensed from Green Molecular S.L.
8,252,845	Pterostilbene as an agonist for the peroxisome proliferator-activated receptor alpha isoform	2/1/2012	8/28/2012	2/1/2032	Licensed from the University of Mississippi and U.S. Department of Agriculture

8,318,807	Pterostilbene Caffeine Co-Crystal Forms	7/30/2010	11/27/2012	7/30/2030	Licensed from Laurus Labs Private Limited
8,383,086	Nicotinamide Riboside Kinase compositions and Methods for using the same	4/12/2012	2/26/2013	4/12/2032	Licensed from Dartmouth College
8,399,712	Pterostilbene cocrystals	7/30/2010	3/19/2013	7/30/2020	Licensed from Laurus Labs Private Limited
8,524,782	Key intermediate for the preparation of Stilbenes, solid forms of Pterostilbene, and methods for making the same	6/1/2009	9/3/2013	6/1/2029	Licensed from Laurus Labs Private Limited
8,809,400	Method to Ameliorate Oxidative Stress and Improve Working Memory Via Pterostilbene Administration	6/10/2008	8/19/2014	6/10/2028	Licensed from the University of Mississippi and U.S. Department of Agriculture
8,841,350	Method for treating non-melanoma skin cancer by inducing UDP-Glucuronosyltransferase activity using pterostilbene	5/8/2012	9/22/2014	5/8/2032	Co-owned by ChromaDex and University of California
8,889,126	Methods and compositions for treating neuropathies	5/28/2010	11/18/2014	5/28/2030	Licensed from Washington University
9,000,147	Nicotyl riboside compositions and methods of use	1/17/2012	4/7/2015	1/17/2032	Licensed from Cornell University
9,028,887	Method improve spatial memory via pterostilbene administration	5/22/2014	5/12/2015	5/22/2034	Licensed from the University of Mississippi and U.S. Department of Agriculture
9,295,688	Methods and compositions for treating neuropathies	10/10/2014	3/29/2016	10/10/2034	Licensed from Washington University
9,321,797	Nicotyl riboside compositions and methods of use	11/17/2014	4/26/2016	11/17/2034	Licensed from Cornell University
9,439,875	Anxiolytic effect of pterostilbene	5/11/2011	9/13/2016	5/11/2031	Licensed from the University of Mississippi and U.S. Department of Agriculture
9,975,915	Nicotinamide riboside kinase compositions and methods for using the same	4/12/2012	2/26/2013	4/12/2032	Licensed from Dartmouth College

Manufacturing

We currently utilize third-party manufacturers to produce and supply dietary supplement, ingredients, products, and services. Following the receipt of products or product components from third-party manufacturers, we currently inspect products as needed. We expect to reserve the right to inspect and ensure conformance of each product and product component to our specifications. We will also consider manufacturing certain products or product components internally, if our capacity permits, when demand or quality requirements make it appropriate to do so.

We intend to work with manufacturing companies that can meet the standards imposed by the FDA, the International Organization for Standardization and the quality standards that we will require for our own internal policies and procedures. We expect to monitor and manage supplier performance through a corrective action program developed by us. We believe these manufacturing relationships can minimize our capital investment, help control costs, and allow us to compete with larger volume manufacturers of dietary supplements, phytochemicals and ingredients.

Sources and Availability of Raw Materials

For all three business segments, we believe that we have identified reliable sources and suppliers of ingredients, chemicals, phytochemicals and reference materials that will provide products in compliance with our guidelines.

Research and Development

We have completed the first human clinical trial on our proprietary ingredient NIAGEN® and the results demonstrated that a single dose of NIAGEN® resulted in statistically significant increases in the co-enzyme NAD+ in healthy human volunteers. In addition, no adverse events were observed. In 2015, NIAGEN® was recognized by the FDA as a "New Dietary Ingredient." NIAGEN® was also "Generally Recognized as Safe" by an independent panel of expert toxicologists and in August 2016, the FDA issued a GRAS No Objection Letter.

In 2018, we completed a second human clinical trial on NR which evaluated the effect of repeated doses of NIAGEN® on NAD+ metabolite concentrations in blood, urine and muscle in healthy adults. This study evaluated the impacts of three dose levels of NIAGEN® compared to a placebo. One quarter of subjects received the low dose of NIAGEN® (100 mg), one quarter received the moderate dose of NIAGEN® (300 mg), one quarter received the higher dose of NIAGEN® (1,000 mg) and one quarter received the placebo. The results showed that NAD levels rose in response to the dose of NIAGEN® and the elevated blood NAD levels were sustained throughout the eight-week treatment period.

Through our research and development laboratory in Longmont, Colorado, we intend to manufacture at a process scale for products that we are planning to take to market as well as explore cost saving processes for existing products.

Research and development costs for the fiscal years ended December 31, 2018, and December 30, 2017, were approximately $5.5 million and $4.0 million, respectively.

Environmental Compliance

We will incur significant expense in complying with GMPs and safe handling and disposal of materials used in our research and manufacturing activities. We do not anticipate incurring additional material expense to comply with federal, state and local environmental laws and regulations.

Working Capital

The Company's working capital at the end of years 2018 and 2017 was approximately $3.1 million and $7.4 million, respectively. The Company measures working capital by adding trade receivables and inventories, and subtracting accounts payable. Most of the working capital is consumed by our consumer products segment and ingredients segment as the operations require a large amount of inventory to be on hand. As the consumer products segment and ingredients segment grow, more working capital will likely be needed to support the operations.

Backlog Orders

For our consumer products segment where we ship products internationally to a distributor, we may have a backlog from time to time as the production of TRU NIAGEN® finished bottles require up to three months lead time by our third-party contract manufacturers. As of December 31, 2018, we did not have any backlog orders from the distributor as all orders received have been shipped. For products that are directly shipped to consumers, we have minimal backlog orders as we carry inventory on hand to ship upon the receipt of order.

For our ingredients segment, we also have minimal backlog orders as we carry inventory on hand for most of the products we offer and we ship upon the receipt of customer's order.

For our analytical reference standards and services segment, we normally have a small backlog of orders for reference standards. These orders amount to approximately $25,000 or less. Because we list over 1,500 phytochemicals and 300 botanical reference materials in our catalog, we may not always have the items in stock at the time of customers' orders. These backlog orders are normally fulfilled within 2 to 3 months.

Facilities

For information on our facilities, see "Properties" in Item 2 of this Form 10-K.

Employees

As of December 31, 2018, ChromaDex (including Healthspan Research LLC and ChromaDex Analytics, Inc.) had approximately 100 employees, all of whom were full-time. We consider our relationships with our employees to be satisfactory. None of our employees is covered by a collective bargaining agreement.

Financial Information about Geographic Areas

Please refer to Item 8 Financial Statements and Supplementary Data of this Annual Report on Form 10-K for financial information about geographic areas.

Available Information

Our Internet website address is *www.chromadex.com.* Information found on, or accessible through, our website is not a part of, and is not incorporated into, this Annual Report on Form 10-K. We make available free of charge on our website our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, as soon as reasonably practical after we file such material with, or furnish it to, the Securities and Exchange Commission. This information is also available in print to any shareholder who requests it, with any such requests addressed to ChromaDex Corporation, 10900 Wilshire Blvd. Ste 650, Los Angeles, CA 90024. Certain of these documents may also be obtained by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet website that contains reports, and other information regarding issuers that file electronically with the SEC at *www.sec.gov.* We also make available free of charge on our website our Code of Business Conduct and Ethics, and the Charters of our Audit Committee, Nominating and Corporate Governance Committee, and Compensation Committee of our Board of Directors.

Item 1A. Risk Factors

Investing in our common stock involves a high degree of risk. Current investors and potential investors should consider carefully the risks and uncertainties described below together with all other information contained in this Form 10-K before making investment decisions with respect to our common stock. If any of the following risks occurs, our business, financial condition, results of operations and our future growth prospects would be materially and adversely affected. Under these circumstances, the trading price and value of our common stock could decline, resulting in a loss of all or part of your investment. The risks and uncertainties described in this Form 10-K are not the only ones facing our Company. Additional risks and uncertainties of which we are not presently aware, or that we currently consider immaterial, may also affect our business operations.

Risks Related to our Company and our Business

We have a history of operating losses, may need additional financing to meet our future long-term capital requirements and may be unable to raise sufficient capital on favorable terms or at all.

We have a history of losses and may continue to incur operating and net losses for the foreseeable future. We incurred net losses of approximately $33.3 million and $11.4 million for the years ended December 31, 2018 and December 30, 2017, respectively. As of December 31, 2018, our accumulated deficit was approximately $90 million. We have not achieved profitability on an annual basis. We may not be able to reach a level of revenue to continue to achieve and sustain profitability. If our revenues grow slower than anticipated, or if operating expenses exceed expectations, then we may not be able to achieve and sustain profitability in the near future or at all, which may depress our stock price.

As of December 31, 2018, our cash and cash equivalents totaled approximately $22.6 million. While we anticipate that our current cash, cash equivalents and cash to be generated from operations will be sufficient to meet our projected operating plans through at least the next twelve months, we may require additional funds, either through additional equity or debt financings or collaborative agreements or from other sources. We have no commitments to obtain such additional financing, and we may not be able to obtain any such additional financing on terms favorable to us, or at all. If adequate financing is not available, the Company will further delay, postpone or terminate product and service expansion and curtail certain selling, general and administrative operations. The inability to raise additional financing may have a material adverse effect on the future performance of the Company.

Our capital requirements will depend on many factors.

Our capital requirements will depend on many factors, including:

- the revenues generated by sales of our products;
- the costs associated with expanding our sales and marketing efforts, including efforts to hire independent agents and sales representatives and obtain required regulatory approvals and clearances;
- the expenses we incur in developing and commercializing our products, including the cost of obtaining and maintaining regulatory approvals; and
- unanticipated general and administrative expenses, including expenses involved with our ongoing litigation with Elysium.

Because of these factors, we may seek to raise additional capital within the next twelve months both to meet our projected operating plans after the next twelve months and to fund our longer term strategic objectives. Additional capital may come from public and private equity or debt offerings, borrowings under lines of credit or other sources. These additional funds may not be available on favorable terms, or at all. There can be no assurance we will be successful in raising these additional funds. Furthermore, if we issue equity or debt securities to raise additional funds, our existing stockholders may experience dilution and the new equity or debt securities we issue may have rights, preferences and privileges senior to those of our existing stockholders. In addition, if we raise additional funds through collaboration, licensing or other similar arrangements, it may be necessary to relinquish valuable rights to our products or proprietary technologies, or grant licenses on terms that are not favorable to us. If we cannot raise funds on acceptable terms, we may not be able to develop or enhance our products, obtain the required regulatory clearances or approvals, execute our business plan, take advantage of future opportunities, or respond to competitive pressures or unanticipated customer requirements. Any of these events could adversely affect our ability to achieve our development and commercialization goals, which could have a material and adverse effect on our business, results of operations and financial condition.

We are currently engaged in substantial and complex litigation with Elysium Health, Inc. and Elysium Health LLC ("Elysium"), the outcome of which could materially harm our business and financial results.

We are currently engaged in litigation with Elysium, a customer that represented 19% of our net sales for the year ended December 31, 2016. Elysium has made no purchases from us since August 9, 2016. The litigation includes multiple complaints and counterclaims by us and Elysium in venues in California and New York, as well as a patent infringement complaint filed by the Company and Trustees of Dartmouth College. For further details on this litigation, please refer to Part I, Item 3 of this Annual Report on Form 10-K.

The litigation is substantial and complex, and it has caused and could continue to cause us to incur significant costs, as well as distract our management over an extended period. The litigation may substantially disrupt our business and we cannot assure you that we will be able to resolve the litigation on terms favorable to us. If we are unsuccessful in resolving the litigation on favorable terms to us, we may be forced to pay compensatory and punitive damages and restitution for any royalty payments that we received from Elysium, which payments could materially harm our business, or be subject to other remedies, including injunctive relief. In addition, Elysium has not paid us approximately $2.7 million for previous purchase orders. We may not collect the full amount owed to us by Elysium, and as a result, we may have to write off a large portion of that amount as uncollectible expense. We cannot predict the outcome of our litigation with Elysium, which could have any of the results described above or other results that could materially adversely affect our business.

Interruptions in our relationships or declines in our business with major customers could materially harm our business and financial results.

One of our customers accounted for approximately 10% of our sales during the year ended December 31, 2018. Any interruption in our relationship or decline in our business with this customer or other customers upon whom we become highly dependent could cause harm to our business. Factors that could influence our relationship with our customers upon whom we may become highly dependent include:

- our ability to maintain our products at prices that are competitive with those of our competitors;
- our ability to maintain quality levels for our products sufficient to meet the expectations of our customers;

- our ability to produce, ship and deliver a sufficient quantity of our products in a timely manner to meet the needs of our customers;
- our ability to continue to develop and launch new products that our customers feel meet their needs and requirements, with respect to cost, timeliness, features, performance and other factors;
- our ability to provide timely, responsive and accurate customer support to our customers; and
- the ability of our customers to effectively deliver, market and increase sales of their own products based on ours.

In an effort to promote and better market our consumer products, we have made a strategic decision to not ship NIAGEN® to certain ingredient segment customers, which could potentially materially adversely affect our overall sales.

By developing and selling TRU NIAGEN®, our own consumer standalone NIAGEN® supplement product, we are in direct competition with some of our current ingredients segment customers that use NIAGEN® in the products that are sold to consumers. In an effort to promote and better market our consumer product, we have made a strategic decision not to ship NIAGEN® to certain ingredients segment customers, which will have a negative effect on our ingredient segment sales. For example, sales for our ingredients segment for the year ended December 31, 2018 decreased 23% compared to the year ended December 30, 2017. Additionally, as our own consumer product becomes more prominent and widely adopted by consumers, the competition with our consumer product could potentially further harm the sales of our ingredients segment business, and our sales of NIAGEN® for our ingredients segment may further decrease. The sales of our consumer product may not outweigh the decrease in sales of our ingredients segment, which would lead to an overall decrease in our sales. Sales for our ingredients segment represented approximately 27% of the Company's revenue for 2018, and sales of NIAGEN® accounted for approximately 60% of our ingredient segment's total sales in 2018, or 16% of our overall revenue, so any harm to our NIAGEN® ingredient sales, if not compensated for by sales of our consumer product, may materially adversely affect our business.

Our future success largely depends on sales of our TRU NIAGEN® product.

In connection with our strategic shift from an ingredient and testing company to a consumer focused company, we expect to generate a significant percentage of our future revenue from sales of our TRU NIAGEN® product. As a result, the market acceptance of TRU NIAGEN® is critical to our continued success, and if we are unable to expand market acceptance of TRU NIAGEN®, our business, results of operations, financial condition, liquidity and growth prospects would be materially adversely affected.

Decline in the state of the global economy and financial market conditions could adversely affect our ability to conduct business and our results of operations.

Global economic and financial market conditions, including disruptions in the credit markets and the impact of the global economic deterioration may materially impact our customers and other parties with whom we do business. These conditions could negatively affect our future sales of our ingredient lines as many consumers consider the purchase of nutritional products discretionary. Decline in general economic and financial market conditions could materially adversely affect our financial condition and results of operations. Specifically, the impact of these volatile and negative conditions may include decreased demand for our products and services, a decrease in our ability to accurately forecast future product trends and demand, and a negative impact on our ability to timely collect receivables from our customers. The foregoing economic conditions may lead to increased levels of bankruptcies, restructurings and liquidations for our customers, scaling back of research and development expenditures, delays in planned projects and shifts in business strategies for many of our customers. Such events could, in turn, adversely affect our business through loss of sales.

We may need to increase the size of our organization, and we can provide no assurance that we will successfully expand operations or manage growth effectively.

Our significant increase in the scope and the scale of our product launches, including the hiring of additional personnel, has resulted in significantly higher operating expenses. As a result, we anticipate that our operating expenses will continue to increase. Expansion of our operations may also cause a significant demand on our management, finances and other resources. Our ability to manage the anticipated future growth, should it occur, will depend upon a significant expansion of our accounting and other internal management systems and the implementation and subsequent improvement of a variety of systems, procedures and controls. There can be no assurance that significant problems in these areas will not occur. Any failure to expand these areas and implement and improve such systems, procedures and controls in an efficient manner at a pace consistent with our business could have a material adverse effect on our business, financial condition and results of operations. There can be no assurance that our attempts to expand our marketing, sales, manufacturing and customer support efforts will be successful or will result in additional sales or profitability in any future period. As a result of the expansion of our operations and the anticipated increase in our operating expenses, as well as the difficulty in forecasting revenue levels, we expect to continue to experience significant fluctuations in our results of operations.

Changes in our business strategy, including entering the consumer product market, or restructuring of our businesses may increase our costs or otherwise affect the profitability of our businesses.

As changes in our business environment occur we may adjust our business strategies to meet these changes or we may otherwise decide to restructure our operations or businesses or assets. In addition, external events including changing technology, changing consumer patterns and changes in macroeconomic conditions may impair the value of our assets. When these changes or events occur, we may incur costs to change our business strategy and may need to write down the value of assets. In any of these events, our costs may increase, we may have significant charges associated with the write-down of assets or returns on new investments may be lower than prior to the change in strategy or restructuring. For example, if we are not successful in developing our consumer product business, our sales may decrease and our costs may increase.

The success of our consumer product and ingredient business is linked to the size and growth rate of the vitamin, mineral and dietary supplement market and an adverse change in the size or growth rate of that market could have a material adverse effect on us.

An adverse change in the size or growth rate of the vitamin, mineral and dietary supplement market could have a material adverse effect on our business. Underlying market conditions are subject to change based on economic conditions, consumer preferences and other factors that are beyond our control, including media attention and scientific research, which may be positive or negative.

The future growth and profitability of our consumer product business will depend in large part upon the effectiveness and efficiency of our marketing efforts and our ability to select effective markets and media in which to market and advertise.

Our consumer products business success depends on our ability to attract and retain customers, which significantly depends on our marketing practices. Our future growth and profitability will depend in large part upon the effectiveness and efficiency of our marketing efforts, including our ability to:

- create greater awareness of our brand;
- identify the most effective and efficient levels of spending in each market, media and specific media vehicle;
- determine the appropriate creative messages and media mix for advertising, marketing and promotional expenditures;
- effectively manage marketing costs (including creative and media) to maintain acceptable customer acquisition costs;
- acquire cost-effective television advertising;
- select the most effective markets, media and specific media vehicles in which to market and advertise; and
- convert consumer inquiries into actual orders.

Unfavorable publicity or consumer perception of our products and any similar products distributed by other companies could have a material adverse effect on our business.

We believe the nutritional supplement market is highly dependent upon consumer perception regarding the safety, efficacy and quality of nutritional supplements generally, as well as of products distributed specifically by us. Consumer perception of our products can be significantly influenced by scientific research or findings, regulatory investigations, litigation, national media attention and other publicity regarding the consumption of nutritional supplements. We cannot assure you that future scientific research, findings, regulatory proceedings, litigation, media attention or other favorable research findings or publicity will be favorable to the nutritional supplement market or any product, or consistent with earlier publicity. Future research reports, findings, regulatory proceedings, litigation, media attention or other publicity that are perceived as less favorable than, or that question, such earlier research reports, findings or publicity could have a material adverse effect on the demand for our products and consequently on our business, results of operations, financial condition and cash flows.

Our dependence upon consumer perceptions means that adverse scientific research reports, findings, regulatory proceedings, litigation, media attention or other publicity, if accurate or with merit, could have a material adverse effect on the demand for our products, the availability and pricing of our ingredients, and our business, results of operations, financial condition and cash flows. Further, adverse public reports or other media attention regarding the safety, efficacy and quality of nutritional supplements in general, or our products specifically, or associating the consumption of nutritional supplements with illness, could have such a material adverse effect. Any such adverse public reports or other media attention could arise even if the adverse effects associated with such products resulted from consumers' failure to consume such products appropriately or as directed and the content of such public reports and other media attention may be beyond our control.

We may incur material product liability claims, which could increase our costs and adversely affect our reputation, revenues and operating income.

As a consumer product and ingredient supplier we market and manufacture products designed for human and animal consumption, we are subject to product liability claims if the use of our products is alleged to have resulted in injury. Our products consist of vitamins, minerals, herbs and other ingredients that are classified as food ingredients, dietary supplements, or natural health products, and, in most cases, are not necessarily subject to pre-market regulatory approval in the United States. Some of our products contain innovative ingredients that do not have long histories of human consumption. Previously unknown adverse reactions resulting from human consumption of these ingredients could occur. In addition, the products we sell are produced by third-party manufacturers. As a marketer of products manufactured by third parties, we also may be liable for various product liability claims for products we do not manufacture. We may, in the future, be subject to various product liability claims, including, among others, that our products include inadequate instructions for use or inadequate warnings concerning possible side effects and interactions with other substances. A product liability claim against us could result in increased costs and could adversely affect our reputation with our customers, which, in turn, could have a materially adverse effect on our business, results of operations, financial condition and cash flows.

We acquire a significant amount of key ingredients for our products from foreign suppliers, and may be negatively affected by the risks associated with international trade and importation issues.

We acquire a significant amount of key ingredients for a number of our products from suppliers outside of the United States, particularly India and China. Accordingly, the acquisition of these ingredients is subject to the risks generally associated with importing raw materials, including, among other factors, delays in shipments, changes in economic and political conditions, quality assurance, nonconformity to specifications or laws and regulations, tariffs, trade disputes and foreign currency fluctuations. While we have a supplier certification program and audit and inspect our suppliers' facilities as necessary both in the United States and internationally, we cannot assure you that raw materials received from suppliers outside of the United States will conform to all specifications, laws and regulations. There have in the past been quality and safety issues in our industry with certain items imported from overseas. We may incur additional expenses and experience shipment delays due to preventative measures adopted by the Indian and U.S. governments, our suppliers and our company.

The insurance industry has become more selective in offering some types of coverage and we may not be able to obtain insurance coverage in the future.

The insurance industry has become more selective in offering some types of insurance, such as product liability, product recall, property and directors' and officers' liability insurance. Our current insurance program is consistent with both our past level of coverage and our risk management policies. However, we cannot assure you that we will be able to obtain comparable insurance coverage on favorable terms, or at all, in the future. Certain of our customers as well as prospective customers require that we maintain minimum levels of coverage for our products. Lack of coverage or coverage below these minimum required levels could cause these customers to materially change business terms or to cease doing business with us entirely.

If we experience product recalls, we may incur significant and unexpected costs, and our business reputation could be adversely affected.

We may be exposed to product recalls and adverse public relations if our products are alleged to be mislabeled or to cause injury or illness, or if we are alleged to have violated governmental regulations. A product recall could result in substantial and unexpected expenditures, which would reduce operating profit and cash flow. In addition, a product recall may require significant management attention. Product recalls may hurt the value of our brands and lead to decreased demand for our products. Product recalls also may lead to increased scrutiny by federal, state or international regulatory agencies of our operations and increased litigation and could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We depend on key personnel, the loss of any of which could negatively affect our business.

We depend greatly on Frank L. Jaksch Jr., Robert N. Fried, Kevin M. Farr, Mark J. Friedman, Lisa Bratkovich and Matthew Roberts, who are our Executive Chairman of the Board, Chief Executive Officer, Chief Financial Officer, General Counsel, Chief Marketing Officer and Chief Scientific Officer, respectively. We also depend greatly on other key employees, including key scientific and marketing personnel. In general, only highly qualified and trained scientists have the necessary skills to develop our products and provide our services. Only marketing personnel with specific experience and knowledge in health care are able to effectively market our products. In addition, some of our manufacturing, quality control, safety and compliance, information technology, sales and e-commerce related positions are highly technical as well. We face intense competition for these professionals from our competitors, customers, marketing partners and other companies throughout the industries in which we compete. Our success will depend, in part, upon our ability to attract and retain additional skilled personnel, which will require substantial additional funds. There can be no assurance that we will be able to find and attract additional qualified employees or retain any such personnel. Our inability to hire qualified personnel, the loss of services of our key personnel, or the loss of services of executive officers or key employees that may be hired in the future may have a material and adverse effect on our business.

Our operating results may fluctuate significantly as a result of a variety of factors, many of which are outside of our control.

We are subject to the following factors, among others, that may negatively affect our operating results:

- the announcement or introduction of new products by our competitors;
- our ability to upgrade and develop our systems and infrastructure to accommodate growth;
- the decision by significant customers to reduce purchases;
- disputes and litigation with competitors;
- our ability to attract and retain key personnel in a timely and cost-effective manner;
- technical difficulties;
- the amount and timing of operating costs and capital expenditures relating to the expansion of our business, operations and infrastructure;
- regulation by federal, state or local governments; and
- general economic conditions as well as economic conditions specific to the healthcare industry.

As a result of our limited operating history and the nature of the markets in which we compete, it is extremely difficult for us to make accurate forecasts. We have based our current and future expense levels largely on our investment plans and estimates of future events although certain of our expense levels are, to a large extent, fixed. Assuming our products reach the market, we may be unable to adjust spending in a timely manner to compensate for any unexpected revenue shortfall. Accordingly, any significant shortfall in revenues relative to our planned expenditures would have an immediate adverse effect on our business, results of operations and financial condition. Further, as a strategic response to changes in the competitive environment, we may from time to time make certain pricing, service or marketing decisions that could have a material and adverse effect on our business, results of operations and financial condition. Due to the foregoing factors, our revenues and operating results are and will remain difficult to forecast.

We face significant competition, including changes in pricing.

The markets for our products and services are both competitive and price sensitive. Many of our competitors have significant financial, operations, sales and marketing resources and experience in research and development. Competitors could develop new technologies that compete with our products and services or even render our products obsolete. If a competitor develops superior technology or cost-effective alternatives to our products and services, our business could be seriously harmed.

The markets for some of our products are also subject to specific competitive risks because these markets are highly price competitive. Our competitors have competed in the past by lowering prices on certain products. If they do so again, we may be forced to respond by lowering our prices. This would reduce sales revenues and increase losses. Failure to anticipate and respond to price competition may also impact sales and aggravate losses.

We believe that customers in our markets display a significant amount of loyalty to their supplier of a particular product. To the extent we are not the first to develop, offer and/or supply new products, customers may buy from our competitors or make materials themselves, causing our competitive position to suffer.

Many of our competitors are larger and have greater financial and other resources than we do.

Our products compete and will compete with other similar products produced by our competitors. These competitive products could be marketed by well-established, successful companies that possess greater financial, marketing, distributional, personnel and other resources than we possess. Using these resources, these companies can implement extensive advertising and promotional campaigns, both generally and in response to specific marketing efforts by competitors, and enter into new markets more rapidly to introduce new products. In certain instances, competitors with greater financial resources also may be able to enter a market in direct competition with us, offering attractive marketing tools to encourage the sale of products that compete with our products or present cost features that consumers may find attractive.

We may never develop any additional products to commercialize.

We have invested a substantial amount of our time and resources in developing various new products. Commercialization of these products will require additional development, clinical evaluation, regulatory approval, significant marketing efforts and substantial additional investment before they can provide us with any revenue. Despite our efforts, these products may not become commercially successful products for a number of reasons, including but not limited to:

- we may not be able to obtain regulatory approvals for our products, or the approved indication may be narrower than we seek;
- our products may not prove to be safe and effective in clinical trials;
- we may experience delays in our development program;
- any products that are approved may not be accepted in the marketplace;
- we may not have adequate financial or other resources to complete the development or to commence the commercialization of our products or will not have adequate financial or other resources to achieve significant commercialization of our products;
- we may not be able to manufacture any of our products in commercial quantities or at an acceptable cost;
- rapid technological change may make our products obsolete;
- we may be unable to effectively protect our intellectual property rights or we may become subject to claims that our activities have infringed the intellectual property rights of others; and
- we may be unable to obtain or defend patent rights for our products.

We may not be able to partner with others for technological capabilities and new products and services.

Our ability to remain competitive may depend, in part, on our ability to continue to seek partners that can offer technological improvements and improve existing products and services that are offered to our customers. We are committed to attempting to keep pace with technological change, to stay abreast of technology changes and to look for partners that will develop new products and services for our customer base. We cannot assure prospective investors that we will be successful in finding partners or be able to continue to incorporate new developments in technology, to improve existing products and services, or to develop successful new products and services, nor can we be certain that newly developed products and services will perform satisfactorily or be widely accepted in the marketplace or that the costs involved in these efforts will not be substantial.

If we fail to maintain adequate quality standards for our products and services, our business may be adversely affected and our reputation harmed.

Dietary supplement, nutraceutical, food and beverage, functional food, analytical laboratories, pharmaceutical and cosmetic customers are often subject to rigorous quality standards to obtain and maintain regulatory approval of their products and the manufacturing processes that generate them. A failure to maintain, or, in some instances, upgrade our quality standards to meet our customers' needs, could cause damage to our reputation and potentially substantial sales losses.

Our ability to protect our intellectual property and proprietary technology through patents and other means is uncertain and may be inadequate, which would have a material and adverse effect on us.

Our success depends significantly on our ability to protect our proprietary rights to the technologies used in our products. We rely on patent protection, as well as a combination of copyright, trade secret and trademark laws and nondisclosure, confidentiality and other contractual restrictions to protect our proprietary technology, including our licensed technology. However, these legal means afford only limited protection and may not adequately protect our rights or permit us to gain or keep any competitive advantage. For example, our pending United States and foreign patent applications may not issue as patents in a form that will be advantageous to us or may issue and be subsequently successfully challenged by others and invalidated. In addition, our pending patent applications include claims to material aspects of our products and procedures that are not currently protected by issued patents. Both the patent application process and the process of managing patent disputes can be time consuming and expensive. Competitors may be able to design around our patents or develop products which provide outcomes which are comparable or even superior to ours. Steps that we have taken to protect our intellectual property and proprietary technology, including entering into confidentiality agreements and intellectual property assignment agreements with some of our officers, employees, consultants and advisors, may not provide us with meaningful protection for our trade secrets or other proprietary information in the event of unauthorized use or disclosure or other breaches of the agreements. Furthermore, the laws of foreign countries may not protect our intellectual property rights to the same extent as do the laws of the United States.

In the event a competitor infringes our licensed or pending patent or other intellectual property rights, enforcing those rights may be costly, uncertain, difficult and time consuming. Even if successful, litigation to enforce our intellectual property rights or to defend our patents against challenge could be expensive and time consuming and could divert our management's attention. We may not have sufficient resources to enforce our intellectual property rights or to defend our patents rights against a challenge. The failure to obtain patents and/or protect our intellectual property rights could have a material and adverse effect on our business, results of operations and financial condition.

Our patents and licenses may be subject to challenge on validity grounds, and our patent applications may be rejected.

We rely on our patents, patent applications, licenses and other intellectual property rights to give us a competitive advantage. Whether a patent is valid, or whether a patent application should be granted, is a complex matter of science and law, and therefore we cannot be certain that, if challenged, our patents, patent applications and/or other intellectual property rights would be upheld. If one or more of those patents, patent applications, licenses and other intellectual property rights are invalidated, rejected or found unenforceable, that could reduce or eliminate any competitive advantage we might otherwise have had.

We may become subject to claims of infringement or misappropriation of the intellectual property rights of others, which could prohibit us from developing our products, require us to obtain licenses from third parties or to develop non-infringing alternatives and subject us to substantial monetary damages.

Third parties could, in the future, assert infringement or misappropriation claims against us with respect to products we develop. Whether a product infringes a patent or misappropriates other intellectual property involves complex legal and factual issues, the determination of which is often uncertain. Therefore, we cannot be certain that we have not infringed the intellectual property rights of others. There may be third-party patents or patent applications with claims to materials, formulations, methods of manufacture or methods for use related to the use or manufacture of our products, and our potential competitors may assert that some aspect of our product infringes their patents. Because patent applications may take years to issue, there also may be applications now pending of which we are unaware that may later result in issued patents upon which our products could infringe. There also may be existing patents or pending patent applications of which we are unaware upon which our products may inadvertently infringe.

Any infringement or misappropriation claim could cause us to incur significant costs, place significant strain on our financial resources, divert management's attention from our business and harm our reputation. If the relevant patents in such claim were upheld as valid and enforceable and we were found to infringe them, we could be prohibited from manufacturing or selling any product that is found to infringe unless we could obtain licenses to use the technology covered by the patent or are able to design around the patent. We may be unable to obtain such a license on terms acceptable to us, if at all, and we may not be able to redesign our products to avoid infringement, which could materially impact our revenue. A court could also order us to pay compensatory damages for such infringement, plus prejudgment interest and could, in addition, treble the compensatory damages and award attorney fees. These damages could be substantial and could harm our reputation, business, financial condition and operating results. A court also could enter orders that temporarily, preliminarily or permanently enjoin us and our customers from making, using, or selling products, and could enter an order mandating that we undertake certain remedial activities. Depending on the nature of the relief ordered by the court, we could become liable for additional damages to third parties.

The prosecution and enforcement of patents licensed to us by third parties are not within our control. Without these technologies, our products may not be successful and our business would be harmed if the patents were infringed on or misappropriated without action by such third parties.

We have obtained licenses from third parties for patents and patent application rights related to the products we are developing, allowing us to use intellectual property rights owned by or licensed to these third parties. We do not control the maintenance, prosecution, enforcement or strategy for many of these patents or patent application rights and as such are dependent in part on the owners of the intellectual property rights to maintain their viability. If any third party licensor is unable to successfully maintain, prosecute or enforce the licensed patents and/or patent application rights related to our products, we may become subject to infringement or misappropriate claims or lose our competitive advantage. Without access to these technologies or suitable design-around or alternative technology options, our ability to conduct our business could be impaired significantly.

We may be subject to damages resulting from claims that we, our employees, or our independent contractors have wrongfully used or disclosed alleged trade secrets of others.

Some of our employees were previously employed at other dietary supplement, nutraceutical, food and beverage, functional food, analytical laboratories, pharmaceutical and cosmetic companies. We may also hire additional employees who are currently employed at other such companies, including our competitors. Additionally, consultants or other independent agents with which we may contract may be or have been in a contractual arrangement with one or more of our competitors. We may be subject to claims that these employees or independent contractors have used or disclosed such other party's trade secrets or other proprietary information. Litigation may be necessary to defend against these claims. Even if we are successful in defending against these claims, litigation could result in substantial costs and be a distraction to our management. If we fail to defend such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. A loss of key personnel or their work product could hamper or prevent our ability to market existing or new products, which could severely harm our business.

Litigation may harm our business.

Substantial, complex or extended litigation could cause us to incur significant costs and distract our management. For example, lawsuits by employees, stockholders, collaborators, distributors, customers, competitors or others could be very costly and substantially disrupt our business. Disputes from time to time with such companies, organizations or individuals are not uncommon, and we cannot assure you that we will always be able to resolve such disputes or on terms favorable to us. As further described in Part I, Item 3 of this Annual Report on Form 10-K, we are currently involved in substantial and complex litigation with Elysium. Unexpected results could cause us to have financial exposure in these matters in excess of recorded reserves and insurance coverage, requiring us to provide additional reserves to address these liabilities, therefore impacting profits.

Our sales and results of operations for our analytical reference standards and services segment depend on our customers' research and development efforts and their ability to obtain funding for these efforts.

Our analytical reference standards and services segment customers include researchers at pharmaceutical and biotechnology companies, chemical and related companies, academic institutions, government laboratories and private foundations. Fluctuations in the research and development budgets of these researchers and their organizations could have a significant effect on the demand for our products. Our customers determine their research and development budgets based on several factors, including the need to develop new products, the availability of governmental and other funding, competition and the general availability of resources. As we continue to expand our international operations, we expect research and development spending levels in markets outside of the United States will become increasingly important to us.

Research and development budgets fluctuate due to changes in available resources, spending priorities, general economic conditions, institutional and governmental budgetary limitations and mergers of pharmaceutical and biotechnology companies. Our business could be harmed by any significant decrease in life science and high technology research and development expenditures by our customers. In particular, a small portion of our sales has been to researchers whose funding is dependent on grants from government agencies such as the United States National Institute of Health, the National Science Foundation, the National Cancer Institute and similar agencies or organizations. Government funding of research and development is subject to the political process, which is often unpredictable. Other departments, such as Homeland Security or Defense, or general efforts to reduce the United States federal budget deficit could be viewed by the government as a higher priority. Any shift away from funding of life science and high technology research and development or delays surrounding the approval of governmental budget proposals may cause our customers to delay or forego purchases of our products and services, which could seriously damage our business.

Some of our customers receive funds from approved grants at a particular time of year, many times set by government budget cycles. In the past, such grants have been frozen for extended periods or have otherwise become unavailable to various institutions without notice. The timing of the receipt of grant funds may affect the timing of purchase decisions by our customers and, as a result, cause fluctuations in our sales and operating results.

Demand for our products and services are subject to the commercial success of our customers' products, which may vary for reasons outside our control.

Even if we are successful in securing utilization of our products in a customer's manufacturing process, sales of many of our products and services remain dependent on the timing and volume of the customer's production, over which we have no control. The demand for our products depends on regulatory approvals and frequently depends on the commercial success of the customer's supported product. Regulatory processes are complex, lengthy, expensive, and can often take years to complete.

We may bear financial risk if we under-price our contracts or overrun cost estimates.

In cases where our contracts are structured as fixed price or fee-for-service with a cap, we bear the financial risk if we initially under-price our contracts or otherwise overrun our cost estimates. Such underpricing or significant cost overruns could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We rely on single or a limited number of third-party suppliers for the raw materials required to produce our products.

Our dependence on a limited number of third-party suppliers or on a single supplier, and the challenges we may face in obtaining adequate supplies of raw materials, involve several risks, including limited control over pricing, availability, quality and delivery schedules. We cannot be certain that our current suppliers will continue to provide us with the quantities of these raw materials that we require or satisfy our anticipated specifications and quality requirements. Any supply interruption in limited or sole sourced raw materials could materially harm our ability to manufacture our products until a new source of supply, if any, could be identified and qualified. Although we believe there are other suppliers of these raw materials, we may be unable to find a sufficient alternative supply channel in a reasonable time or on commercially reasonable terms. Any performance failure on the part of our suppliers could delay the development and commercialization of our products, or interrupt production of then existing products that are already marketed, which would have a material adverse effect on our business.

We may not be successful in acquiring complementary businesses or products on favorable terms.

As part of our business strategy, we intend to consider acquisitions of similar or complementary businesses or products. No assurance can be given that we will be successful in identifying attractive acquisition candidates or completing acquisitions on favorable terms. In addition, any future acquisitions will be accompanied by the risks commonly associated with acquisitions. These risks include potential exposure to unknown liabilities of acquired companies or to acquisition costs and expenses, the difficulty and expense of integrating the operations and personnel of the acquired companies, the potential disruption to the business of the combined company and potential diversion of our management's time and attention, the impairment of relationships with and the possible loss of key employees and clients as a result of the changes in management, the incurrence of amortization expenses and write-downs and dilution to the shareholders of the combined company if the acquisition is made for stock of the combined company. In addition, successful completion of an acquisition may depend on consents from third parties, including regulatory authorities and private parties, which consents are beyond our control. There can be no assurance that products, technologies or businesses of acquired companies will be effectively assimilated into the business or product offerings of the combined company or will have a positive effect on the combined company's revenues or earnings. Further, the combined company may incur significant expense to complete acquisitions and to support the acquired products and businesses. Any such acquisitions may be funded with cash, debt or equity, which could have the effect of diluting or otherwise adversely affecting the holdings or the rights of our existing stockholders.

If we experience a significant disruption in our information technology systems or if we fail to implement new systems and software successfully, our business could be adversely affected.

We depend on information systems throughout our company to control our manufacturing processes, process orders, manage inventory, process and bill shipments and collect cash from our customers, respond to customer inquiries, contribute to our overall internal control processes, maintain records of our property, plant and equipment, and record and pay amounts due vendors and other creditors. If we were to experience a prolonged disruption in our information systems that involve interactions with customers and suppliers, it could result in the loss of sales and customers and/or increased costs, which could adversely affect our overall business operation.

If we are unable to maintain sales, marketing and distribution capabilities or maintain arrangements with third parties to sell, market and distribute our products, our business may be harmed.

To achieve commercial success for our products, we must sell our product lines and/or technologies at favorable prices. In addition to being expensive, maintaining such a sales force is time-consuming. Qualified direct sales personnel with experience in the natural products industry are in high demand, and there can be no assurance that we will be able to hire or retain an effective direct sales team. Similarly, qualified independent sales representatives both within and outside the United States are in high demand, and we may not be able to build an effective network for the distribution of our product through such representatives. There can be no assurance that we will be able to enter into contracts with representatives on terms acceptable to us. Furthermore, there can be no assurance that we will be able to build an alternate distribution framework should we attempt to do so.

We may also need to contract with third parties in order to market our products. To the extent that we enter into arrangements with third parties to perform marketing and distribution services, our product revenue could be lower and our costs higher than if we directly marketed our products. Furthermore, to the extent that we enter into co-promotion or other marketing and sales arrangements with other companies, any revenue received will depend on the skills and efforts of others, and we do not know whether these efforts will be successful. If we are unable to establish and maintain adequate sales, marketing and distribution capabilities, independently or with others, we will not be able to generate product revenue, and may not become profitable.

Our business could be negatively impacted by cyber security threats.

In the ordinary course of our business, we use our data centers and our networks to store and access our proprietary business information. We face various cyber security threats, including cyber security attacks to our information technology infrastructure and attempts by others to gain access to our proprietary or sensitive information. The procedures and controls we use to monitor these threats and mitigate our exposure may not be sufficient to prevent cyber security incidents. The result of these incidents could include disrupted operations, lost opportunities, misstated financial data, liability for stolen assets or information, increased costs arising from the implementation of additional security protective measures, litigation and reputational damage. Any remedial costs or other liabilities related to cyber security incidents may not be fully insured or indemnified by other means.

Risks Related to Regulatory Approval of Our Products and Other Government Regulations

We are subject to regulation by various federal, state and foreign agencies that require us to comply with a wide variety of regulations, including those regarding the manufacture of products, advertising and product label claims, the distribution of our products and environmental matters. Failure to comply with these regulations could subject us to fines, penalties and additional costs.

Some of our operations are subject to regulation by various United States federal agencies and similar state and international agencies, including the Department of Commerce, the FDA, the FTC, the Department of Transportation and the Department of Agriculture. These regulations govern a wide variety of product activities, from design and development to labeling, manufacturing, handling, sales and distribution of products. If we fail to comply with any of these regulations, we may be subject to fines or penalties, have to recall products and/or cease their manufacture and distribution, which would increase our costs and reduce our sales.

We are also subject to various federal, state, local and international laws and regulations that govern the handling, transportation, manufacture, use and sale of substances that are or could be classified as toxic or hazardous substances. Some risk of environmental damage is inherent in our operations and the products we manufacture, sell, or distribute. Any failure by us to comply with the applicable government regulations could also result in product recalls or impositions of fines and restrictions on our ability to carry on with or expand in a portion or possibly all of our operations. If we fail to comply with any or all of these regulations, we may be subject to fines or penalties, have to recall products and/or cease their manufacture and distribution, which would increase our costs and reduce our sales.

Government regulations of our customer's business are extensive and are constantly changing. Changes in these regulations can significantly affect customer demand for our products and services.

The process by which our customers' industries are regulated is controlled by government agencies and depending on the market segment can be very expensive, time consuming, and uncertain. Changes in regulations or the enforcement practices of current regulations could have a negative impact on our customers and, in turn, our business. At this time, it is unknown how the FDA will interpret and to what extent it will enforce GMPs, regulations that will likely affect many of our customers. These uncertainties may have a material impact on our results of operations, as lack of enforcement or an interpretation of the regulations that lessens the burden of compliance for the dietary supplement marketplace may cause a reduced demand for our products and services.

Changes in government regulation or in practices relating to the pharmaceutical, dietary supplement, food and cosmetic industry could decrease the need for the services we provide.

Governmental agencies throughout the world, including in the United States, strictly regulate the pharmaceutical, dietary supplement, food and cosmetic industries. Our business involves helping pharmaceutical and biotechnology companies navigate the regulatory drug approval process. Changes in regulation, such as a relaxation in regulatory requirements or the introduction of simplified drug approval procedures, or an increase in regulatory requirements that we have difficulty satisfying or that make our services less competitive, could eliminate or substantially reduce the demand for our services. Also, if the government makes efforts to contain drug costs and pharmaceutical and biotechnology company profits from new drugs, our customers may spend less, or reduce their spending on research and development. If health insurers were to change their practices with respect to reimbursements for pharmaceutical products, our customers may spend less, or reduce their spending on research and development.

If we should in the future become required to obtain regulatory approval to market and sell our goods we will not be able to generate any revenues until such approval is received.

The pharmaceutical industry is subject to stringent regulation by a wide range of authorities. While we believe that, given our present business, we are not currently required to obtain regulatory approval to market our goods because, among other things, we do not (i) produce or market any clinical devices or other products, or (ii) sell any medical products or services to the customer, we cannot predict whether regulatory clearance will be required in the future and, if so, whether such clearance will at such time be obtained for any products that we are developing or may attempt to develop. Should such regulatory approval in the future be required, our goods may be suspended or may not be able to be marketed and sold in the United States until we have completed the regulatory clearance process as and if implemented by the FDA. Satisfaction of regulatory requirements typically takes many years, is dependent upon the type, complexity and novelty of the product or service and would require the expenditure of substantial resources.

If regulatory clearance of a good that we propose to propose to market and sell is granted, this clearance may be limited to those particular states and conditions for which the good is demonstrated to be safe and effective, which would limit our ability to generate revenue. We cannot ensure that any good that we develop will meet all of the applicable regulatory requirements needed to receive marketing clearance. Failure to obtain regulatory approval will prevent commercialization of our goods where such clearance is necessary. There can be no assurance that we will obtain regulatory approval of our proposed goods that may require it.

Risks Related to the Securities Markets and Ownership of our Equity Securities

The market price of our common stock may be volatile and adversely affected by several factors.

The market price of our common stock could fluctuate significantly in response to various factors and events, including, but not limited to:

- our ability to integrate operations, technology, products and services;
- our ability to execute our business plan;
- our operating results are below expectations;
- our issuance of additional securities, including debt or equity or a combination thereof,;
- announcements of technological innovations or new products by us or our competitors;
- acceptance of and demand for our products by consumers;
- media coverage regarding our industry or us;
- litigation;
- disputes with or our inability to collect from significant customers;
- loss of any strategic relationship;

- industry developments, including, without limitation, changes in healthcare policies or practices;
- economic and other external factors;
- reductions in purchases from our large customers;
- period-to-period fluctuations in our financial results; and
- whether an active trading market in our common stock develops and is maintained.

In addition, the securities markets have from time to time experienced significant price and volume fluctuations that are unrelated to the operating performance of particular companies. These market fluctuations may also materially and adversely affect the market price of our common stock.

Our shares of common stock may be thinly traded, so you may be unable to sell at or near ask prices or at all.

We cannot predict the extent to which an active public market for our common stock will develop or be sustained. This situation may be attributable to a number of factors, including the fact that we are a small company that is relatively unknown to stock analysts, stock brokers, institutional investors and others in the investment community who generate or influence sales volume, and that even if we came to the attention of such persons, they tend to be risk averse and would be reluctant to follow an unproven company such as ours or purchase or recommend the purchase of our shares until such time as we have become more seasoned and viable. As a consequence, there may be periods of several days or weeks when trading activity in our shares is minimal or non-existent, as compared to a seasoned issuer which has a large and steady volume of trading activity that will generally support continuous sales without an adverse effect on share price. We cannot assure you that a broader or more active public trading market for our common stock will develop or be sustained, or that current trading levels will be sustained or not diminish.

We have not paid cash dividends in the past and do not expect to pay cash dividends in the foreseeable future. Any return on investment may be limited to the value of our common stock.

We have never paid cash dividends on our capital stock and do not anticipate paying cash dividends on our capital stock in the foreseeable future. The payment of dividends on our capital stock will depend on our earnings, financial condition and other business and economic factors affecting us at such time as the board of directors may consider relevant. If we do not pay dividends, our common stock may be less valuable because a return on your investment will only occur if the common stock price appreciates.

Comprehensive tax reform could adversely affect our business and financial condition.

On December 22, 2017, U.S. federal income tax signed into law (H.R. 1, "An Act to provide for reconciliation pursuant to titles II and V of the concurrent resolution on the budget for fiscal year 2018"), informally titled the Tax Cuts and Jobs Act, that significantly revises the Internal Revenue Code of 1986, as amended. The Tax Cuts and Jobs Act, among other things, contains significant changes to corporate taxation, including reduction of the corporate tax rate from a top marginal rate of 35% to a flat rate of 21%, limitation of the tax deduction for interest expense to 30% of adjusted taxable income (except for certain small businesses), limitation of the deduction for net operating losses carried forward from taxable years beginning after December 31, 2017 to 80% of current year taxable income and elimination of net operating loss carrybacks, one time taxation of offshore earnings at reduced rates regardless of whether they are repatriated, elimination of U.S. tax on foreign earnings (subject to certain important exceptions), immediate deductions for certain new investments instead of deductions for depreciation expense over time, and modifying or repealing many business deductions and credits (including reducing the business tax credit for certain clinical testing expenses incurred in the testing of certain drugs for rare diseases or conditions). Notwithstanding the reduction in the corporate income tax rate, the overall impact of the Tax Cuts and Jobs Act is uncertain and our business and financial condition could be adversely affected. In addition, it is unknown if and to what extent various states will conform to the Tax Cuts and Jobs Act. The impact of the Tax Cuts and Jobs Act on holders of our common stock is likewise uncertain and could be adverse. We urge our stockholders to consult with their legal and tax advisors with respect to this legislation and the potential tax consequences of investing in or holding our common stock.

Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.

Our federal net operating losses ("NOL"s) generated in taxable years ending prior to 2018 could expire unused. Under the Tax Cuts and Jobs Act, federal NOLs incurred in taxable years ending after December 31, 2017, may be carried forward indefinitely, but the deductibility of federal NOLs generated in tax years beginning after December 31, 2017, is limited. It is uncertain if and to what extent various states will conform to the Tax Cuts and Jobs Act. In addition, under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended, and corresponding provisions of state law, if a corporation undergoes an "ownership change," which is generally defined as a greater than 50% change (by value) in its equity ownership over a three-year period, the corporation's ability to use its pre-change NOL carryforwards, or NOLs, and other pre-change tax attributes (such as research tax credits) to offset its post-change income may be limited. In addition, we may also experience ownership changes in the future as a result of subsequent shifts in our stock ownership some of which may be outside of our control. As a result, if we earn net taxable income, our ability to use our pre-ownership change NOL carryforwards to offset U.S. federal taxable income may be subject to limitations, which could potentially result in increased future tax liability to us. In addition, at the state level, there may be periods during which the use of NOLs is suspended or otherwise limited, which could accelerate or permanently increase state taxes owed.

Stockholders may experience significant dilution if future equity offerings are used to fund operations or acquire complementary businesses.

If future operations or acquisitions are financed through the issuance of additional equity securities, stockholders could experience significant dilution. Securities issued in connection with future financing activities or potential acquisitions may have rights and preferences senior to the rights and preferences of our common stock. In addition, the issuance of shares of our common stock upon the exercise of outstanding options or warrants may result in dilution to our stockholders.

We may become involved in securities class action litigation that could divert management's attention and harm our business.

The stock market in general, and the stocks of early stage companies in particular, have experienced extreme price and volume fluctuations. These fluctuations have often been unrelated or disproportionate to the operating performance of the companies involved. If these fluctuations occur in the future, the market price of our shares could fall regardless of our operating performance. In the past, following periods of volatility in the market price of a particular company's securities, securities class action litigation has often been brought against that company. If the market price or volume of our shares suffers extreme fluctuations, then we may become involved in this type of litigation, which would be expensive and divert management's attention and resources from managing our business.

As a public company, we may also from time to time make forward-looking statements about future operating results and provide some financial guidance to the public markets. Projections may not be made in a timely manner or we might fail to reach expected performance levels and could materially affect the price of our shares. Any failure to meet published forward-looking statements that adversely affect the stock price could result in losses to investors, stockholder lawsuits or other litigation, sanctions or restrictions issued by the Securities and Exchange Commission.

We have a significant number of outstanding options and warrants, and future sales of these shares could adversely affect the market price of our common stock.

As of December 31, 2018, we had outstanding options for an aggregate of approximately 9.1 million shares of common stock at a weighted average exercise price of $3.79 per share and outstanding warrants exercisable for an aggregate of approximately 0.2 million shares of common stock at a weighted average exercise price of $3.69 per share. The holders may sell many of these shares in the public markets from time to time, without limitations on the timing, amount or method of sale. As and when our stock price rises, if at all, more outstanding options and warrants will be in-the-money and the holders may exercise their options and warrants and sell a large number of shares. This could cause the market price of our common stock to decline.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

As of December 31, 2018, we lease (i) approximately 10,000 square feet of office space in Los Angeles, California with three years remaining on the lease approximately, (ii) 15,000 square feet of office space in Irvine, California with nine months remaining on the lease, (iii) approximately 10,000 square feet of space for research and development laboratory in Longmont, Colorado with six years remaining on the lease, and (iv) approximately 2,300 square feet of office space in Rockville, Maryland with two years remaining on the lease. The below table illustrates the use of each property by our business segments.

Business Segment	Property Used
Consumer Products	All properties
Ingredients	All properties
Analytical Reference Standards and Services	Irvine, CA, Longmont, CO and Rockville, MD

We do not own any real estate. For the year ended December 31, 2018, our total annual rental expense was approximately $791,000**.**

Item 3. Legal Proceedings

Elysium Health, LLC

(A) California Action

On December 29, 2016, ChromaDex, Inc. filed a complaint in the United States District Court for the Central District of California, naming Elysium Health, Inc. (together with Elysium Health, LLC, "Elysium") as defendant (the "Complaint"). On January 25, 2017, Elysium filed an answer and counterclaims in response to the Complaint (together with the Complaint, the "California Action"). Over the course of the California Action, the parties have each filed amended pleadings several times and have each engaged in several rounds of motions to dismiss and one round of motion for judgment on the pleadings with respect to various claims. Most recently, on November 27, 2018, ChromaDex, Inc. filed a fifth amended complaint that added an individual, Mark Morris, as a defendant. Elysium and Morris ("the Defendants") moved to dismiss on December 21, 2018. The court denied Defendants' motion on February 4, 2019.

Following the court's February 4, 2019 order, the claims that ChromaDex, Inc. presently asserts in the California Action, among other allegations, are that (i) Elysium breached the Supply Agreement, dated June 26, 2014, by and between ChromaDex, Inc. and Elysium (the "pTeroPure® Supply Agreement"), by failing to make payments to ChromaDex, Inc. for purchases of pTeroPure® and by improper disclosure of confidential ChromaDex, Inc. information pursuant to the pTeroPure® Supply Agreement, (ii) Elysium breached the Supply Agreement, dated February 3, 2014, by and between ChromaDex, Inc. and Elysium, as amended (the "NIAGEN® Supply Agreement"), by failing to make payments to ChromaDex, Inc. for purchases of NIAGEN® and by improper disclosure of confidential ChromaDex, Inc. information pursuant to the NIAGEN® Supply Agreement, (iii) Defendants willfully and maliciously misappropriated ChromaDex, Inc. trade secrets concerning its ingredient sales business under both the California Uniform Trade Secrets Act and the Federal Defend Trade Secrets Act, (iv) Morris breached two confidentiality agreements he signed by improperly stealing confidential ChromaDex, Inc. documents and information, (v) Morris breached his fiduciary duty to ChromaDex, Inc. by lying to and competing with ChromaDex, Inc. while still employed there, and (vi) Elysium aided and abetted Morris's breach of fiduciary duty. ChromaDex, Inc. is seeking damages and interest for Elysium's alleged breaches of the NIAGEN® Supply Agreement and pTeroPure® Supply Agreement and Morris's alleged breaches of his confidentiality agreements, compensatory damages and interest, punitive damages, injunctive relief, and attorney's fees for Defendants' alleged willful and malicious misappropriation of ChromaDex, Inc.'s trade secrets, and compensatory damages and interest, disgorgement of all benefits received, and punitive damages for Morris's alleged breach of his fiduciary duty and Elysium's aiding and abetting of that alleged breach. Defendants filed their answer to ChromaDex, Inc.'s fifth amended complaint on February 19, 2019.

Among other allegations, the claims that Elysium presently alleges in the California Action are that (i) ChromaDex, Inc. breached the NIAGEN® Supply Agreement by not issuing certain refunds or credits to Elysium, by not supplying NIAGEN® manufactured according to the defined standard, by distributing the NIAGEN® product specifications attached to the parties' agreement to other customers, and by failing to provide Elysium with information concerning the quality and identity of NIAGEN® pursuant to the NIAGEN® Supply Agreement, (ii) ChromaDex, Inc. breached the implied covenant of good faith and fair dealing pursuant to the NIAGEN® Supply Agreement, (iii) ChromaDex, Inc. fraudulently induced Elysium into entering into the Trademark License and Royalty Agreement, dated February 3, 2014, by and between ChromaDex, Inc. and Elysium (the "License Agreement"), (iv) ChromaDex, Inc.'s conduct constitutes misuse of its patent rights, and (v) ChromaDex, Inc. was unjustly enriched by the royalties Elysium paid pursuant to the License Agreement. Elysium is seeking damages for ChromaDex, Inc.'s alleged breaches of the NIAGEN® Supply Agreement and pTeroPure® Supply Agreement, and compensatory damages, punitive damages, and/or rescission of the License Agreement and restitution of any royalty payments conveyed by Elysium pursuant to the License Agreement, and a declaratory judgment that ChromaDex, Inc. has engaged in patent misuse. ChromaDex, Inc. answered Elysium's present allegations on August 24, 2018. The parties are currently in discovery.

(B) Patent Office Proceedings

On July 17, 2017, Elysium filed petitions with the U.S. Patent and Trademark Office for *inter partes* review of U.S. Patents 8,197,807 (the "'807 Patent") and 8,383,086 (the "'086 Patent"), patents to which ChromaDex, Inc. is the exclusive licensee. The Patent Trial and Appeal Board ("PTAB") denied institution of the *inter partes* review for the '807 Patent on January 18, 2018. On January 29, 2018, the PTAB granted institution of the *inter partes* review as to claims 1, 3, 4, and 5 and denied institution as to claim 2 of the '086 Patent. Based upon a recent U.S. Supreme Court decision, and solely on a procedural basis, the PTAB was required to include claim 2 in the trial of the *inter partes* review. The matter was heard on October 2, 2018. The PTAB issued its written decision on January 16, 2019, upholding claim 2 of the '086 Patent which relates to the use of isolated NR in a pharmaceutical composition as valid. Elysium is now prevented from raising invalidity arguments against the '086 Patent in the ongoing patent litigation in Delaware that it brought or could have brought before the PTAB in its *inter partes* review.

(C) Southern District of New York Action

On September 27, 2017, Elysium Health Inc. ("Elysium Health") filed a complaint in the United States District Court for the Southern District of New York, against ChromaDex, Inc. (the "Elysium SDNY Complaint"). Elysium Health alleges in the Elysium SDNY Complaint that ChromaDex, Inc. made false and misleading statements in a citizen petition to the Food and Drug Administration it filed on or about August 18, 2017. Among other allegations, Elysium Health avers that the citizen petition made Elysium Health's product appear dangerous, while casting ChromaDex, Inc.'s own product as safe. The Elysium SDNY Complaint asserts four claims for relief: (i) false advertising under the Lanham Act, 15 U.S.C. § 1125(a); (ii) trade libel; (iii) deceptive business practices under New York General Business Law § 349; and (iv) tortious interference with prospective economic relations. ChromaDex, Inc. denies the claims in the Elysium SDNY Complaint and intends to defend against them vigorously. On October 26, 2017, ChromaDex, Inc. moved to dismiss the Elysium SDNY Complaint on the grounds that, inter alia, its statements in the citizen petition are immune from liability under the Noerr-Pennington Doctrine, the litigation privilege, and New York's Anti-SLAPP statute, and that the Elysium SDNY Complaint failed to state a claim. Elysium Health opposed the motion on November 2, 2017. ChromaDex, Inc. filed its reply on November 9, 2017.

On October 26, 2017, ChromaDex, Inc. filed a complaint in the United States District Court for the Southern District of New York against Elysium Health (the "ChromaDex SDNY Complaint"). ChromaDex, Inc. alleges that Elysium Health made material false and misleading statements to consumers in the promotion, marketing, and sale of its health supplement product, Basis, and asserts five claims for relief: (i) false advertising under the Lanham Act, 15 U.S.C. §1125(a); (ii) unfair competition under 15 U.S.C. § 1125(a); (iii) deceptive practices under New York General Business Law § 349; (iv) deceptive practices under New York General Business Law § 350; and (v) tortious interference with prospective economic advantage. On November 16, 2017, Elysium Health moved to dismiss for failure to state a claim. ChromaDex, Inc. opposed the motion on November 30, 2017 and Elysium Health filed a reply on December 7, 2017.

On November 3, 2017, the Court consolidated the Elysium SDNY Complaint and the ChromaDex SDNY Complaint actions under the caption In re Elysium Health-ChromaDex Litigation, 17-cv-7394, and stayed discovery in the consolidated action pending a Court-ordered mediation. The mediation was unsuccessful. On September 27, 2018, the Court issued a combined ruling on both parties' motions to dismiss. For ChromaDex's motion to dismiss, the Court converted the part of the motion on the issue of whether the citizen petition is immune under the Noerr-Pennington Doctrine into a motion for summary judgment, and requested supplemental evidence from both parties, which were submitted on October 29, 2018. The Court otherwise denied the motion to dismiss. On January 3, 2019, the Court granted ChromaDex, Inc.'s motion for summary judgment under the Noerr-Pennington Doctrine and dismissed all claims in the Elysium SDNY Complaint. Elysium moved for reconsideration on January 17, 2019. The Court denied Elysium's motion for reconsideration on February 6, 2019, and issued an amended final order granting ChromaDex, Inc.'s motion for summary judgment as on February 7, 2019.

The Court granted in part and denied in part Elysium's motion to dismiss, sustaining three grounds for ChromaDex's Lanham Act claims while dismissing two others, sustaining the claim under New York General Business Law § 349, and dismissing the claims under New York General Business Law § 350 and for tortious interference. Elysium filed an answer and counterclaims on October 10, 2018, alleging claims for (i) false advertising under the Lanham Act, 15 U.S.C. §1125(a); (ii) unfair competition under 15 U.S.C. § 1125(a); and (iii) deceptive practices under New York General Business Law § 349. ChromaDex answered Elysium's counterclaims on November 2, 2018. The parties are conferring on a proposed scheduling order.

The Company is unable to predict the outcome of these matters and, at this time, cannot reasonably estimate the possible loss or range of loss with respect to the legal proceedings discussed herein. As of December 31, 2018, ChromaDex, Inc. did not accrue a potential loss for the California Action or the Elysium SDNY Complaint because ChromaDex, Inc. believes that the allegations are without merit and thus it is not probable that a liability has been incurred.

(D) Delaware – Patent Infringement Action

On September 17, 2018, ChromaDex, Inc. and Trustees of Dartmouth College filed a patent infringement complaint in the United States District Court for the District of Delaware against Elysium Health, Inc. The complaint alleges that Elysium's BASIS® dietary supplement violates U.S. Patents 8,197,807 (the "'807 Patent") and 8,383,086 (the "'086 Patent") that comprise compositions containing isolated nicotinamide riboside held by Dartmouth and licensed exclusively to ChromaDex, Inc. On October 23, 2018, Elysium filed an answer to the complaint. The answer asserts various affirmative defenses and denies that Plaintiffs are entitled to any relief.

On November 7, 2018, Elysium filed a motion to stay the patent infringement proceedings pending resolution of (1) the *inter partes* review of the ’807 Patent and the ’086 Patent before the Patent Trial and Appeal Board (“PTAB”) and (2) the outcome of the litigation in the California Action. ChromaDex, Inc. filed an opposition brief on November 21, 2018 detailing the issues with Elysium’s motion to stay. In particular, ChromaDex, Inc. argued that given claim 2 of the ’086 Patent was only included in the PTAB’s *inter partes* review for procedural reasons the PTAB was unlikely to invalidate claim 2 and therefore litigation in Delaware would continue regardless. In addition, ChromaDex, Inc. argued that the litigation in the California Action is unlikely to have a significant effect on the ongoing patent litigation. After the PTAB released its written decision upholding claim 2 of the ’086 Patent proving right ChromaDex, Inc.’s prediction ChromaDex, Inc. informed the Delaware court of the PTAB’s decision on January 17, 2019. Both Elysium and ChromaDex, Inc. have informed the court that they are available for oral argument on the motion to stay, and though the court’s docket is very crowded, ChromaDex, Inc. currently anticipates a ruling this spring.

Covance Laboratories Inc.

On January 10, 2019, Covance Laboratories Inc. (“Covance”) filed a complaint in the United States District Court for the District of Delaware against ChromaDex, Inc. and ChromaDex Analytics, Inc. (collectively “ChromaDex”). The complaint alleges that ChromaDex breached an Asset Purchase Agreement (“APA”), dated August 21, 2017, between Covance and ChromaDex in which Covance purchased certain assets related to ChromaDex’s Lab Business for $7,500,000. Specifically, the complaint alleges that ChromaDex failed to deliver to Covance its entire ComplyID library. On February 4, 2019, ChromaDex filed an answer to the complaint. The answer asserts various affirmative defenses and denies that Covance is entitled to any relief.

From time to time we are involved in legal proceedings arising in the ordinary course of our business. We believe that there is no other litigation pending that is likely to have, individually or in the aggregate, a material adverse effect on our financial condition or results of operations.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Since April 25, 2016, our common stock has been traded on The NASDAQ Capital Market ("NASDAQ") under the symbol "CDXC." On February 28, 2019, the closing sale price was $3.49.

Holders of Our Common Stock

As of February 28, 2019, we had approximately 51 registered holders of record of our common stock.

Dividend Policy

We have not declared or paid any cash dividends on our common stock during either of the two most recent fiscal years and have no current intention to pay any cash dividends. Our ability to pay cash dividends is governed by applicable provisions of Delaware law and is subject to the discretion of our Board of Directors.

Recent Sales of Unregistered Securities

Other than as previously disclosed in our past Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, the Company did not have any sales of unregistered securities for the period covered by this Annual Report on Form 10-K.

Item 6. Selected Financial Data

Not Applicable.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion and analysis of financial condition and results of operation together with "Selected Financial Data," the consolidated financial statements and the related notes included elsewhere this Form 10-K. This discussion contains forward-looking statements that involve risks and uncertainties. When reviewing the discussion below, you should keep in mind the substantial risks and uncertainties that impact our business. In particular, we encourage you to review the risks and uncertainties described in "Risk Factors" in Part I, Item 1A in this Form 10-K. These risks and uncertainties could cause actual results to differ materially from those projected in forward-looking statements contained in this report or implied by past results and trends.

Overview

ChromaDex Corporation and its wholly owned subsidiaries, ChromaDex, Inc., Healthspan Research, LLC and ChromaDex Analytics, Inc. (collectively, the "Company" "ChromaDex" or, in the first person as "we" "us" and "our") are a science-based integrated nutraceutical company devoted to improving the way people age. ChromaDex scientists partner with leading universities and research institutions worldwide to discover, develop and create products to deliver the full potential of nicotinamide adenine dinucleotide ("NAD") and its impact on human health. Our flagship ingredient, NIAGEN® nicotinamide riboside, a precursor to NAD sold directly to consumers as TRU NIAGEN®, is backed with clinical and scientific research, as well as intellectual property protection. The Company also has analytical reference standards and services segment, which focuses on natural product fine chemicals (known as "phytochemicals"), chemistry services, and regulatory consulting.

The discussion and analysis of our financial condition and results of operations are based on the ChromaDex financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles. The preparation of these financial statements requires making estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported revenues, if any, and expenses during the reporting periods. On an ongoing basis, we evaluate such estimates and judgments, including those described in greater detail below. We base our estimates on historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

As of December 31, 2018, cash and cash equivalents totaled approximately $22.6 million. The Company anticipates that its current cash, cash equivalents and cash to be generated from operations will be sufficient to meet its projected operating plans through at least the next twelve months from the issuance date of this report. The Company may, however, seek additional capital in the next twelve months, both to meet its projected operating plans after the next twelve months and/or to fund its longer term strategic objectives.

Additional capital may come from public and/or private stock or debt offerings, borrowings under lines of credit or other sources. These additional funds may not be available on favorable terms, or at all. Further, if we issue equity or debt securities to raise additional funds, our existing stockholders may experience dilution and the new equity or debt securities we issue may have rights, preferences and privileges senior to those of our existing stockholders. In addition, if we raise additional funds through collaboration, licensing or other similar arrangements, it may be necessary to relinquish valuable rights to our products or proprietary technologies, or to grant licenses on terms that are not favorable to us. If we cannot raise funds on acceptable terms, we may not be able to develop or enhance our products, obtain the required regulatory clearances or approvals, achieve long term strategic objectives, take advantage of future opportunities, or respond to competitive pressures or unanticipated customer requirements. Any of these events could adversely affect our ability to achieve our development and commercialization goals, which could have a material and adverse effect on our business, results of operations and financial condition.

Some of our operations are subject to regulation by various state and federal agencies. Dietary supplements are subject to FDA, FTC and U.S. Department of Agriculture regulations relating to composition, labeling and advertising claims. These regulations may in some cases, particularly with respect to those applicable to new ingredients, require a notification that must be submitted to the FDA along with evidence of safety. There are similar regulations related to food additives.

Results of Operations

Our losses per basic and diluted share were $0.61 and $0.26 for the twelve-month periods ended December 31, 2018 and December 30, 2017, respectively. Over the next two years, we plan to continue to increase marketing, research and development efforts for our flagship ingredient, NIAGEN® nicotinamide riboside, and our consumer branded product TRU NIAGEN®.

(In thousands)	Twelve months ending	
	Dec. 31, 2018	Dec. 30, 2017
Sales	$ 31,557	$ 21,201
Cost of sales	15,502	10,724
Gross profit	16,055	10,477
Operating expenses -Sales and marketing	16,537	4,459
-Research and development	5,478	4,007
-General and administrative	27,137	17,642
-Other	75	746
Nonoperating -Interest expense, net	(79)	(153)
-Other	(65)	-
Loss from continuing operations	(33,316)	(16,530)
Income (loss) from discontinued operations, net	-	5,152
Net loss	$ (33,316)	$ (11,378)

Net Sales. Net sales consist of gross sales less discounts and returns.

(In thousands)	Twelve months ending		
	December 31, 2018	December 30, 2017	Change
Net sales:			
Consumer Products	**$ 18,451**	$ 5,465	238%
Ingredients	**8,565**	11,153	-23%
Analytical reference standards and services	**4,541**	4,583	-1%
Total net sales	**$ 31,557**	$ 21,201	49%

- The Company's TRU NIAGEN® sales for consumer products segment increased after the Company's strategic shift towards consumer products in 2017. The Company expects the sales for the consumer products segment to continue to grow over the next twelve months.
- The decrease in sales for the ingredients segment is mainly due to decreased sales of NIAGEN®. The Company made a strategic decision to transition from an ingredient company to a consumer-facing company that has resulted in a shift in our sales away from resellers of NIAGEN® to our TRU NIAGEN® branded consumer product
- The decrease in sales for the analytical reference standards and services segment is primarily due to decreased sales of regulatory consulting and other research and development services.

Cost of Sales. Costs of sales include raw materials, labor, overhead, and delivery costs.

(In thousands)	Twelve months ending			
	December 31, 2018		December 30, 2017	
	Amount	% of net sales	Amount	% of net sales
Cost of sales:				
Consumer Products	**$ 7,222**	39%	$ 2,190	40%
Ingredients	**4,831**	56%	5,492	49%
Analytical reference standards and services	**3,449**	76%	3,042	66%
Total cost of sales	**$ 15,502**	49%	$ 10,724	51%

The cost of sales, as a percentage of net sales, decreased 2%.

- The cost of sales, as a percentage of net sales, for the consumer products segment decreased 1%. Compared to the other segments, the consumer products segment experienced better margins due to the positive impact of TRU NIAGEN® consumer product sales.
- The cost of sales, as a percentage of net sales, for the ingredients segment increased 7%. The increase is largely due to a write off of our inventory of approximately $442,000 in 2018.
- The cost of sales, as a percentage of net sales for the analytical reference standards and services segment, increased 10%. The decrease in other research and development services sales led to a lower labor utilization rate, which resulted in increasing our cost of sales as a percentage of sales.

Gross Profit. Gross profit is net sales less the cost of sales and is affected by a number of factors including product mix, competitive pricing and costs of products and services.

(In thousands)	Twelve months ending		
	December 31, 2018	December 30, 2017	Change
Gross profit:			
Consumer Products	**$ 11,229**	$ 3,275	243%
Ingredients	**3,734**	5,661	-34%
Analytical reference standards and services	**1,092**	1,541	-29%
Total gross profit	**$ 16,055**	$ 10,477	53%

- The consumer products segment posted gross profit of $11.2 million in 2018. The Company expects the sales and gross profit for consumer products segment to continue to grow over the next twelve months.
- The decreased gross profit for the ingredients segment was largely due to a decrease in sales as the Company transitions from an ingredient company to a consumer driven nutraceutical company. In addition, we had a write off of our inventory of approximately $442,000 in 2018.
- The decreased gross profit for the analytical reference standards and services segment is largely due to the decreased sale of other research and development services. Fixed labor costs make up the majority of costs of other services and these fixed labor costs did not decrease in proportion to sales, hence yielding lower profit margin.

Operating Expenses – Sales and Marketing. Sales and Marketing Expenses consist of salaries, advertising and marketing expenses.

	Twelve months ending		
(In thousands)	**December 31, 2018**	December 30, 2017	Change
Sales and marketing expenses:			
Consumer Products	**$ 15,063**	$ 2,673	464%
Ingredients	**727**	1,280	-43%
Analytical reference standards and services	**747**	506	48%
Total sales and marketing expenses	**$ 16,537**	$ 4,459	271%

- For the consumer products segment, the Company has increased staffing as well as direct marketing expenses associated with social media and other customer awareness and acquisition programs. The Company plans to continue to invest in building out our own global branded consumer product business.
- For the ingredients segment, the decrease in 2018 is largely due to decreased marketing efforts as the Company shifts towards consumer products.
- For the analytical reference standards and services segment, the increase is mainly due to increased marketing efforts.

Operating Expenses – Research and Development. Research and Development Expenses consist of clinical trials and process development expenses.

	Twelve months ending		
(In thousands)	**December 31, 2018**	December 30, 2017	Change
Research and development expenses:			
Consumer Products	**$ 3,852**	$ 1,104	249%
Ingredients	**1,626**	2,903	-44%
Total research and development expenses	**$ 5,478**	$ 4,007	37%

- In 2017, we began allocating the research and development expenses related to our NIAGEN® branded ingredient to the consumer products and ingredients segment, based on revenues recorded. Previously, these expenses were recorded all in the ingredients segment. Overall, we increased our research and development efforts and we plan to continue to increase research and development efforts for our flagship ingredient, NIAGEN® nicotinamide riboside. In 2018, we focused on technology development to lower production costs as well as obtaining international regulatory approvals.

Operating Expenses – General and Administrative. General and Administrative Expenses consist of general company administration, IT, accounting and executive management expenses.

(In thousands)	Twelve months ending **December 31, 2018**	December 30, 2017	Change
General and administrative	**$ 27,137**	$ 17,642	54%

The following expenses contributed to the increase in general and administrative expenses in 2018:

- An increase in legal expenses. Our legal expenses increased to approximately $9.8 million in 2018 compared to approximately $5.1 million in 2017. The ongoing litigation with Elysium and our increased efforts to file and maintain patents related to the proprietary ingredient technologies were the main reasons for the increase in legal expenses.

- An increase in share-based compensation. Our share-based compensation recorded as general and administrative expense increased to approximately $5.6 million in 2018 compared to approximately $4.6 million in 2017.

- An increase in information and technology expense. Our information and technology expense increased to approximately $1.5 million in 2018, compared to approximately $0.8 million in 2017. We invested in additional staff as well as external consulting in developing and maintaining our Ecommerce platform, which we use to sell our branded consumer product TRU NIAGEN®.

- An increase in royalties we paid to patent holders. Our royalty expense increased to approximately $1.6 million in 2018, compared to approximately $0.9 million in 2017. The increases are due to increased sales for licensed products in 2018.

Operating Expenses – Other. Other expense consists of reserve placed against escrow receivable and loss from an ongoing litigation with Elysium.

(In thousands)	Twelve months ending December 31, 2018	December 30, 2017	Change
Other	**$ 75**	$ 746	-90%

- In 2017, in relation to the ongoing litigation, the Company incurred a write-off of approximately $746,000 in gross trade receivable from Elysium related to royalties billed as part of the existing Trademark License and Royalty Agreement.

Nonoperating – Interest Expense, net. Interest expense, net consists of interest on loan payable and capital leases offset by interest income.

(In thousands)	Twelve months ending December 31, 2018	December 30, 2017	Change
Interest expense, net	**$ 79**	$ 153	-48%

- The decrease in interest expense was mainly due to the costs related to maintaining the line of credit the Company established with Western Alliance Bank. In June 2018, the Company notified Western Alliance that it did not intend to draw from the line of credit established by the Financing Agreement. As a result, the Company has not incurred maintenance costs related to the line of credit in the second half of 2018.

Depreciation and Amortization. For the twelve-month period ended December 31, 2018, we recorded approximately $0.6 million in depreciation compared to approximately $0.5 million for the twelve-month period ended December 30, 2017. We depreciate our assets on a straight-line basis, based on the estimated useful lives of the respective assets. We amortize intangible assets using a straight-line method, generally over 10 years. For licensed patent rights, the useful lives are 10 years or the remaining term of the patents underlying licensing rights, whichever is shorter. The useful lives of subsequent milestone payments that are capitalized are the remaining useful life of the initial licensing payment that was capitalized. In the twelve-month period ended December 31, 2018, we recorded amortization on intangible assets of approximately $0.2 million compared to approximately $0.2 million for the twelve-month period ended December 30, 2017.

Income Taxes. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. At December 31, 2018 and December 30, 2017, the Company maintained a full valuation allowance against the entire deferred income tax balance which resulted in an effective tax rate of 0% for each of 2018 and 2017. As defined in ASC 740, *Income Taxes*, future realization of the tax benefit will depend on the existence of sufficient taxable income, including the expectation of continued future taxable income.

Net cash used in operating activities. Net cash used in operating activities for the twelve-month period ended December 31, 2018 was approximately $20.9 million as compared to approximately $9.8 million for the twelve-month period ended December 30, 2017. Along with the net loss, an increase inventories was the largest use of cash during the twelve-month period ended December 31, 2018. Net cash used in operating activities for the twelve-month period ended December 30, 2017 largely reflects a decrease in accounts payable along with the net loss.

We expect our operating cash flows to fluctuate significantly in future periods as a result of fluctuations in our operating results, shipment timetables, accounts receivable collections, inventory management, and the timing of our payments, among other factors.

Net cash used in investing activities. Net cash used by investing activities was approximately $1.8 million for the twelve-month period ended December 31, 2018, compared to approximately $4.6 million provided for the twelve-month period ended December 30, 2017. Net cash used by investing activities for the twelve-month period ended December 31, 2018, mainly consisted of purchases of leasehold improvements and equipment and intangible assets, as well as a long-term related party investment. Net cash provided by investing activities for the twelve-month period ended December 30, 2017, mainly consisted of proceeds from disposal of assets, offset by purchases of leasehold improvements and equipment and intangible assets.

Net cash provided by financing activities. Net cash used in financing activities was approximately $90,000 for the twelve-month period ended December 31, 2018, compared to approximately $48.9 million provided financing activities for the twelve-month period ended December 30, 2017. Net cash used in financing activities for 2018 primarily consisted of repurchase of common stock and principal payments on capital leases, partially offset by proceeds from the exercise of stock options. Net cash provided by financing activities for 2017 mainly consisted of proceeds from issuances of our common stock and exercise of stock options, offset by principal payments on capital leases.

Trade Receivables. As of December 31, 2018, we had approximately $4.4 million in trade receivables as compared to approximately $5.3 million as of December 30, 2017.

Inventories. As of December 31, 2018, we had approximately $8.2 million in inventory, compared to approximately $5.8 million as of December 30, 2017. As of December 31, 2018, our inventory consisted of approximately $2.3 million of bulk ingredients, approximately $5.2 million of consumer products and approximately $0.7 million of phytochemical reference standards. Bulk ingredients are proprietary compounds sold to customers in larger quantities, typically in kilograms. These ingredients are used by our customers in the dietary supplement, food and beverage, animal health, cosmetic and pharmaceutical industries to manufacture their final products. Consumer products inventory consists of TRU NIAGEN® branded finished bottles of dietary supplement products and related work-in-process inventory. Phytochemical reference standards are small quantities of plan-based compounds typically used to research an array of potential attributes or for quality control purposes. The Company currently lists over 1,500 phytochemicals and 300 botanical reference materials in our catalog and holds a lot of these as inventory in small quantities, mostly in grams and milligrams.

Our normal operating cycle for reference standards is currently longer than one year. Due to the large number of different items we carry, certain groups of these reference standards have a sales frequency that is slower than others and varies greatly year to year. In addition, for certain reference standards, the cost saving is advantageous when purchased in larger quantities and we have taken advantage of such opportunities when available. Such factors have resulted in an operating cycle to be more than one year on average. The Company gains competitive advantage through the broad offering of reference standards and it is critical for the Company to continue to expand its library of reference standards it offers for the growth of business. Nevertheless, the Company has recently made changes in its reference standards inventory purchasing practice, which the management believes will result in an improved turnover rate and shorter operating cycle without impacting our competitive advantage.

The Company regularly reviews inventories on hand and reduces the carrying value for slow-moving and obsolete inventory, inventory not meeting quality standards and inventory subject to expiration. The reduction of the carrying value for slow-moving and obsolete inventory is based on current estimates of future product demand, market conditions and related management judgment. Any significant unanticipated changes in future product demand or market conditions that vary from current expectations could have an impact on the value of inventories.

We strive to optimize our supply chain as we constantly search for better and more reliable sources and suppliers. By doing so, we believe we can lower the costs of our inventory and yield higher gross profit. In addition, we are working with our suppliers and partners to develop more efficient manufacturing methods of the raw materials, in an effort to lower the costs of our inventory.

Accounts Payable. As of December 31, 2018, we had $9.5 million in accounts payable compared to approximately $3.7 million as of December 30, 2017. The increase was mainly due to an increase in inventory and higher advertising and legal expenses.

Contract liabilities and customer deposits. As of December 31, 2018, we had approximately $0.3 million in contract liabilities and customer deposits compared to approximately $0.3 million as of December 30, 2017. These deposits are for large-scale consulting projects, contract services and research projects where we require a deposit before beginning work.

Liquidity and Capital Resources

For the twelve-month periods ended December 31, 2018, and December 30, 2017, the Company has incurred losses from continuing operations of approximately $33.3 million and $16.5 million, respectively. Net cash used in operating activities for the twelve-month periods ended December 31 2018, and December 30, 2017, was approximately $20.9 million and $9.8 million, respectively. The losses and the uses of cash are primarily due to expenses associated with the development and expansion of our operations. These operations have been financed through capital contributions, the issuance of common stock through private placements.

Our Board of Directors periodically reviews our capital requirements in light of our proposed business plan. Our future capital requirements will remain dependent upon a variety of factors, including cash flow from operations, the ability to increase sales, increasing our gross profits from current levels, reducing sales and administrative expenses as a percentage of net sales, continued development of customer relationships, and our ability to market our new products successfully. However, based on our results from operations, we may determine that we need additional financing to implement our business plan. Additional financing may come from public and private equity or debt offerings, borrowings under lines of credit or other sources. These additional funds may not be available on favorable terms, or at all. There can be no assurance we will be successful in raising these additional funds. Without adequate financing we may have to further delay or terminate product or service expansion plans. Any inability to raise additional financing would have a material adverse effect on us.

As of December 31, 2018, the cash and cash equivalents totaled approximately $22.6 million. The Company anticipates that its current cash, cash equivalents and cash to be generated from operations will be sufficient to meet its projected operating plans through at least the next twelve months from the issuance date of this report. The Company may, however, seek additional capital within the next twelve months, both to meet its projected operating plans after the next twelve months and/or to fund its longer term strategic objectives.

Dividend Policy

We have not declared or paid any cash dividends on our common stock. We presently intend to retain earnings for use in our operations and to finance our business. Any change in our dividend policy is within the discretion of our board of directors and will depend, among other things, on our earnings, debt service and capital requirements, restrictions in financing agreements, if any, business conditions, legal restrictions and other factors that our board of directors deems relevant.

Off-Balance Sheet Arrangements

During the fiscal years ended December 31, 2018 and December 30, 2017, we had no off-balance sheet arrangements other than ordinary operating leases as disclosed in the accompanying financial statements.

Contractual Obligations and Commitments

The following table summarizes our contractual obligations and other commitments as of December 31, 2018:

(In thousands)	Total	Payments due by period 2019	2020	2021	2022	2023
Capital leases	$ 340	$ 196	$ 126	$ 18	$ -	$ -
Operating leases	2,428	787	733	627	138	143
Purchase obligations	4,365	4,365	-	-	-	-
Total	**$ 7,133**	**$ 5,348**	**$ 859**	**$ 645**	**$ 138**	**$ 143**

Capital leases. We lease equipment under capitalized lease obligations with a term of typically 4 or 5 years. We make monthly installment payments for these leases.

Operating leases. We lease our office and research facilities in California, Colorado and Maryland under operating lease agreements that expire at various dates from September 2019 through February 2024. We make monthly payments on these leases.

Purchase obligations. We enter into purchase obligations with various vendors for goods and services that we need for our operations. The purchase obligations for goods and services include inventory, research and development, and laboratory supplies.

Critical Accounting Policies

The discussion and analysis of our financial condition and results of operations are based on our financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures. On an ongoing basis, we evaluate these estimates, including those related to the valuation of share-based payments. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

Our significant accounting policies are described in Note 2 of the Financial Statements, set forth in Item 8 of this Form 10-K.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Not applicable

Item 8. Financial Statements and Supplementary Data

The financial statements are set forth in the pages listed below.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and Board of Directors of
ChromaDex Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of ChromaDex Corporation and Subsidiaries (the "Company") as of December 31, 2018 and December 30, 2017, the related consolidated statements of operations, stockholders' equity and cash flows for each of the two years in the period ended December 31 2018, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and December 30, 2017, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2018, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2018, based on the criteria established in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in 2013 and our report dated March 7, 2019, expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Marcum llp

/s/ Marcum LLP

We have served as the Company's auditor since 2013.

New York, NY
March 7, 2019

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM ON
INTERNAL CONTROL OVER FINANCIAL REPORTING

To the Shareholders and Board of Directors of
ChromaDex Corporation

Opinion on Internal Control over Financial Reporting

We have audited ChromaDex Corporation's (the "Company") internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated balance sheets as of December 31, 2018 and December 30, 2017 and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the years then ended of the Company and our report dated March 7, 2019 expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying "Management Annual Report on Internal Control over Financial Reporting". Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that degree of compliance with the policies or procedures may deteriorate.

/s/ Marcum LLP

Marcum llp

New York, NY
March 7, 2019

ChromaDex Corporation and Subsidiaries

Consolidated Balance Sheets
December 31, 2018 and December 30, 2017
(In thousands, except per share data)

	Dec. 31, 2018	Dec. 30, 2017
Assets		
Current Assets		
Cash, including restricted cash of $0.2 million and $0, respectively	**$ 22,616**	$ 45,389
Trade receivables, net of allowances of $0.5 million and $0.7 million, respectively;		
Receivables from Related Party: $0.7 million and $1.0 million, respectively	**4,359**	5,338
Contract assets	**56**	-
Receivable held at escrow, net of allowance of $0.1 million	**677**	-
Inventories	**8,249**	5,796
Prepaid expenses and other assets	**577**	655
Total current assets	**36,534**	57,178
Leasehold Improvements and Equipment, net	**3,585**	2,872
Deposits	**243**	272
Receivable Held at Escrow	**-**	750
Intangible Assets, net	**1,547**	1,652
Other Long-term Assets	**323**	-
Total assets	**$ 42,232**	$ 62,724
Liabilities and Stockholders' Equity		
Current Liabilities		
Accounts payable	**$ 9,548**	$ 3,719
Accrued expenses	**4,313**	3,645
Current maturities of capital lease obligations	**173**	196
Contract liabilities and customer deposits	**275**	314
Deferred rent, current	**131**	114
Due to officer	**-**	100
Total current liabilities	**14,440**	8,088
Capital Lease Obligations, Less Current Maturities	**137**	310
Deferred Rent, Less Current	**477**	492
Total liabilities	**15,054**	8,890
Commitments and Contingencies		
Stockholders' Equity		
Common stock, $.001 par value; authorized 150,000 shares; issued and outstanding December 31, 2018 55,089 shares and December 30, 2017 54,697 shares	**55**	55
Additional paid-in capital	**116,876**	110,380
Accumulated deficit	**(89,753)**	(56,601)
Total stockholders' equity	**27,178**	53,834
Total liabilities and stockholders' equity	**$ 42,232**	$ 62,724

See Notes to Consolidated Financial Statements.

ChromaDex Corporation and Subsidiaries

Consolidated Statements of Operations
Years Ended December 31, 2018 and December 30, 2017
(In thousands, except per share data)

	2018	2017
Sales, net	**$ 31,557**	$ 21,201
Cost of sales	**15,502**	10,724
Gross profit	**16,055**	10,477
Operating expenses:		
Sales and marketing	**16,537**	4,459
Research and development	**5,478**	4,007
General and administrative	**27,137**	17,642
Other	**75**	746
Operating expenses	**49,227**	26,854
Operating loss	**(33,172)**	(16,377)
Nonoperating expense:		
Interest expense, net	**(79)**	(153)
Other	**(65)**	-
Nonoperating expenses	**(144)**	(153)
Loss from continuing operations	**(33,316)**	(16,530)
Loss from discontinued operations	**-**	(315)
Gain on sale of discontinued operations	**-**	5,467
Income from discontinued operations, net	**-**	5,152
Net loss	**$ (33,316)**	$ (11,378)
Basic and diluted earnings (loss) per common share:		
Loss from continuing operations	**$ (0.61)**	$ (0.37)
Earnings from discontinued operations	**$ -**	$ 0.11
Basic and diluted loss per common share	**$ (0.61)**	$ (0.26)
Basic and diluted weighted average common shares outstanding	**55,006**	44,599

See Notes to Consolidated Financial Statements.

ChromaDex Corporation and Subsidiaries
Consolidated Statement of Stockholders' Equity
Years Ended December 31, 2018 and December 30, 2017
(In thousands)

	Common Stock		Additional Paid-in	Accumulated	Total Stockholders'
	Shares	Amount	Capital	Deficit	Equity
Balance, December 31, 2016	37,545	$ 37	$ 55,160	$ (45,223)	$ 9,974
Issuance of common stock, net of offering costs of $1,420	15,593	16	47,579	-	47,595
Exercise of stock options	885	1	3,037	-	3,038
Vested restricted stock	674	1	(1)	-	-
Share-based compensation			4,605	-	4,605
Net loss	-	-	-	(11,378)	(11,378)
Balance, December 30, 2017	54,697	$ 55	$ 110,380	$ (56,601)	$ 53,834
Adjustment to retained earnings: cumulative effect of initially applying ASC 606	-	-	-	164	164
Exercise of stock options	132	-	529	-	529
Repurchase of common stock	(75)	-	(404)	-	(404)
Vested restricted stock	2	-	-	-	-
Share-based compensation	333	-	6,371	-	6,371
Net loss	-	-	-	(33,316)	(33,316)
Balance, December 31, 2018	55,089	$ 55	$ 116,876	$ (89,753)	$ 27,178

See Notes to Consolidated Financial Statements.

ChromaDex Corporation and Subsidiaries

Consolidated Statements of Cash Flows
Years Ended December 31, 2018 and December 30, 2017
(In thousands)

	2018	2017
Cash Flows From Operating Activities		
Net loss	**$ (33,316)**	$ (11,378)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation of leasehold improvements and equipment	**607**	510
Amortization of intangibles	**235**	206
Share-based compensation expense	**6,371**	4,605
Allowance for doubtful trade receivables	**(132)**	(411)
Gain from disposal of assets	**-**	(5,467)
Loss from disposal of equipment	**1**	5
Non-cash financing costs	**70**	121
Other Non-cash expense	**65**	-
Changes in operating assets and liabilities:		
Trade receivables	**1,111**	937
Inventories	**(2,453)**	2,177
Prepaid expenses and other assets	**65**	(296)
Accounts payable	**5,829**	(2,364)
Accrued expenses	**668**	1,472
Customer deposits and other	**69**	(68)
Deferred rent	**2**	180
Due to officer	**(100)**	(33)
Net cash used in operating activities	**(20,908)**	(9,804)
Cash Flows From Investing Activities		
Proceeds from disposal of assets, net of transaction costs	**-**	5,953
Purchases of leasehold improvements and equipment	**(1,321)**	(1,167)
Purchases of intangible assets	**(131)**	(184)
Investment in other long-term assets	**(323)**	-
Net cash (used in) provided by investing activities	**(1,775)**	4,602
Cash Flows From Financing Activities		
Proceeds from issuance of common stock, net of issuance costs	**-**	46,594
Proceeds from exercise of stock options	**529**	3,038
Repurchase of common stock	**(404)**	-
Payment of debt issuance costs	**(19)**	(75)
Principal payments on capital leases	**(196)**	(608)
Net cash (used in) provided by financing activities	**(90)**	48,949
Net increase (decrease) in cash	**(22,773)**	43,747
Cash Beginning of Year	**45,389**	1,642
Cash Ending of Year, including restricted cash $0.2 million for 2018	**$ 22,616**	$ 45,389
Supplemental Disclosures of Cash Flow Information		
Cash payments for interest	**$ 41**	$ 57
Supplemental Schedule of Noncash Operating Activity		
Adjustment to retained earnings - cumulative effect of initially applying ASC 606	**$ 164**	$ -
Supplemental Schedule of Noncash Investing Activity		
Noncash consideration transferred for the acquisition of Healthspan Research LLC	**$ -**	$ 1,187
Capital lease obligation incurred for the purchase of equipment	**$ -**	$ 515
Receivable from disposal of assets held at escrow	**$ -**	$ 750
Retirement of fully depreciated equipment - cost	**$ -**	$ 57
Retirement of fully depreciated equipment - accumulated depreciation	**$ -**	$ (57)

See Notes to Consolidated Financial Statements.

Note 1. Nature of Business and Liquidity

Nature of business: ChromaDex Corporation and its wholly owned subsidiaries, ChromaDex, Inc., Healthspan Research, LLC and ChromaDex Analytics, Inc. (collectively, the "Company" or, in the first person as "we" "us" and "our") are a science-based integrated nutraceutical company devoted to improving the way people age. The Company's scientists partner with leading universities and research institutions worldwide to discover, develop and create products to deliver the full potential of NAD and identify and develop novel, science-based ingredients. Its flagship ingredient, NIAGEN® nicotinamide riboside, a precursor to NAD sold directly to consumers as TRU NIAGEN®, is backed with clinical and scientific research, as well as intellectual property protection. The Company also has analytical reference standards and services segment, which focuses on natural product fine chemicals (known as "phytochemicals"), chemistry services, and regulatory consulting.

Liquidity: The Company has incurred a net loss of approximately $33.3 million for the year ended December 31, 2018, and net loss of approximately $11.4 million for the year ended December 30, 2017. As of December 31, 2018, cash and cash equivalents totaled approximately $22.6 million, which includes restricted cash of approximately $0.2 million.

The Company anticipates that its current cash, cash equivalents and cash to be generated from operations will be sufficient to meet its projected operating plans through at least the next twelve months from the issuance date of this report. The Company may, however, seek additional capital within the next twelve months, both to meet its projected operating plans within the next twelve months and/or to fund its longer term strategic objectives.

Note 2. Significant Accounting Policies

Significant accounting policies are as follows:

Basis of presentation: The financial statements and accompanying notes have been prepared on a consolidated basis and reflect the consolidated financial position of the Company and its wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated from these financial statements. The Company's fiscal year 2018 ended on December 31, 2018 and the fiscal year 2017 ended on December 30, 2017.

Change in Fiscal Year: On January 25, 2018, the Board of Directors of ChromaDex Corporation approved a resolution to change the Company's fiscal year from a 52/53-week fiscal year that ends on the Saturday closest to December 31 to a calendar year. As such, the Company's 2018 fiscal year was extended from December 29, 2018 to December 31, 2018, with subsequent fiscal years beginning on January 1 and ending on December 31 of each year. Effective fiscal year 2018, the Company's quarterly results are for the periods ending March 31, June 30, September 30 and December 31.

Adopted Accounting Standards in Fiscal 2018:

Revenue from Contracts with Customers, Topic 606: Effective the first day of fiscal year 2018, the Company adopted Accounting Standards Update No. 2014-09, Revenue from Contracts with Customers: Topic 606 ("ASC 606"). ASC 606 supersedes nearly all existing revenue recognition guidance under U.S. Generally Accepted Accounting Principles ("GAAP"). The core principle of ASC 606 is to recognize revenues when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. ASC 606 defines a five step process to achieve this core principle and, in doing so, it is possible more judgment and estimates may be required within the revenue recognition process than required under previous GAAP including identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation.

The Company adopted ASC 606 using the modified retrospective transition method. Under this method, the Company elected to apply the modified retrospective method to contracts that are not complete as of the first day of fiscal year 2018. The adoption of ASC 606 resulted in an adjustment to opening retained earnings of $164,000. See Note 10, Contract Assets and Contract Liabilities for additional disclosure regarding the opening balance adjustment.

For the year ended December 31, 2018, approximately $30.6 million of the Company's total revenue of $31.6 million, or 97% of the total revenue, was as a result of shipping physical goods to the customers. For such revenue streams, the performance obligations are typically satisfied upon shipment of physical goods. Typical payment terms for such revenue streams are upon shipment or net 30 to 60 days. We require customers that are not creditworthy to make advance payments prior to shipment. The Company is taking the practical expedient on not adjusting the promised amount of consideration for the effects of a significant financing component, since the Company expects the customer to pay for the transferred goods within one year. There are obligations for the Company to accept returns and provide refunds for the goods that are shipped, if the customer claims that the Company has not fully fulfilled the performance obligations. Returns, refunds and allowances related to sales including a reserve for estimated variable consideration for the returns, refunds and allowances are recorded as reduction of revenue. The Company uses historical rates when estimating returns, refunds and allowances. The Company also elected to account for shipping and handling activities performed as cost of sales under a fulfillment cost and any fee received for shipping and handling as part of the transaction price and recognize revenue when control of the good transfers. The related fulfillment costs are accrued at the time of revenue recognition.

The Company also has revenue streams for providing consulting services to its clients. For the year ended December 31, 2018, our revenue from these streams was approximately $1.0 million, or 3% of the total revenue. For these consulting services, the performance obligations are typically satisfied over time as the consulting services are performed. Payment terms for these projects vary based on the nature of the projects, from advance payment at the beginning of the project to net 30 days from the completion of the project. The Company typically requires advance payments from customers for large-scale consulting projects that have a contract duration of 30 days or longer. The original expected duration of these contracts are typically one year or less. As such, the Company is applying an optional exemption from ASC 606 to not make the disclosures related to the remaining performance obligations. The Company is also taking the practical expedient on not adjusting the promised amount of consideration for the effects of a significant financing component, since the Company expects the customer to pay for the transferred services within one year. If contracts are terminated prior to the completion, the Company typically has a right to bill the customer for all services that have been performed through the termination date.

These consulting projects typically have one common performance obligation for our clients, thus the Company typically does not allocate the transaction price over many performance obligations. Some of these consulting projects require measurement of the progress toward complete satisfaction of the performance obligation. The Company uses a cost-to-cost method to measure such progress, which is an input method that recognizes revenue on the bases of direct measurements for the costs incurred to date in relation to the total estimated costs to complete the performance obligation. Any costs that do not depict the Company's performance in transferring control of the consulting services to the customer have been excluded.

Improvements to Non-employee Share-Based Payment Accounting: In June 2018, the FASB issued ASU 2018-07, “Compensation – Stock Compensation (Topic 718): Improvements to Non-employee Share-Based Payment Accounting,” which expands the scope of Topic 718 to include all share-based payment transactions for acquiring goods and services from non-employees. This pronouncement is effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2018, with early adoption permitted. The Company early-adopted the amendments in this ASU effective as of October 1, 2018. The adoption of ASU 2017-08 did not have a material effect on our consolidated financial statements.

SEC Disclosure Update and Simplification: In August 2018, the SEC adopted the final rule under SEC Release No. 33-10532, Disclosure Update and Simplification, amending certain disclosure requirements that were redundant, duplicative, overlapping, outdated or superseded. In addition, the amendments expanded the disclosure requirements on the analysis of stockholders' equity for interim financial statements. Under the amendments, an analysis of changes in each caption of stockholders' equity presented in the balance sheet must be provided in a note or separate statement. The analysis should present a reconciliation of the beginning balance to the ending balance of each period for which a statement of comprehensive income is required to be filed. This final rule was effective on November 5, 2018. The adoption of this guidance did not have a material effect on our consolidated financial statements.

Restricted Cash: In November 2016, ASU 2016-18 was issued related to the inclusion of restricted cash in the statement of cash flows. The new guidance requires that a statement of cash flows present the change during the period in the total of cash, cash equivalents and amounts generally described as restricted cash or restricted cash equivalents. The adoption of this guidance results in the inclusion of the restricted cash balances within the overall cash balance and removal of the changes in restricted cash activity. The Company adopted ASU 2016-18 effective January 1, 2018. The adoption of ASU 2016-18 did not have a material impact on our consolidated financial statements.

Use of accounting estimates: The preparation of financial statements requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Revenue recognition: The Company recognizes sales and the related cost of sales when the performance obligations are satisfied. The performance obligations are typically satisfied upon shipment of physical goods or as the services are performed over time. In addition to the satisfaction of the performance obligations, the following conditions are required for revenue recognition: an arrangement exists, there is a fixed price, and collectability is reasonably assured. Discounts, returns and allowances related to sales, including an estimated reserve for the returns and allowances, are recorded as reduction of revenue.

With the adoption of ASC 606 as of January 1, 2018, the Company elected to account for shipping and handling activities performed as cost of sales under a fulfillment cost and any fee received for shipping and handling as part of the transaction price and recognize revenue when control of the good transfers. For fiscal year 2017, shipping and handling fees billed to the customers and the cost of shipping and handling fees billed to customers are both included in net sales. Shipping and handling fees billed to customers and the associated cost included in net sales for the years ending December 31, 2018 and December 30, 2017 are as follows:

(In thousands)	2018	2017
Shipping and handling fees billed	$ 287	$ 137
Cost of shipping and handling fees billed	-	$ 185

Taxes collected from customers and remitted to governmental authorities are excluded from revenue, which is presented on a net basis in the statement of operations.

Restricted cash: The Company classifies cash as restricted if the withdrawal or its usage is restricted for more than three months. In connection with a lease amendment entered on November 9, 2018 to lease additional office space located in Los Angeles, California through October 2021, the Company delivered a letter of credit issued by a bank to the landlord in the amount of $152,000. The issuing bank required a collateral for the letter of credit and the Company made a deposit covering the letter of credit amount with the issuing bank. The letter of credit expires on October 18, 2019.

Trade accounts receivable, net: Trade accounts receivable are carried at original invoice amount less an estimate made for doubtful receivables based on monthly and quarterly reviews of all outstanding amounts. Management determines the allowance for doubtful accounts by identifying troubled accounts and by using historical experience applied to an aging of accounts. The allowance amounts for the periods ended December 31, 2018 and December 30, 2017 are as follows:

(In thousands)	2018	2017
Allowances Related to		
Elysium Health	$ 500	$ 500
Other Allowances	37	169
	$ 537	$ 669

Trade accounts receivable are written off when deemed uncollectible. Recoveries of trade accounts receivable previously written off are recorded when received.

Credit risk: Financial instruments that potentially subject us to concentrations of credit risk consist primarily of cash and cash equivalents and trade receivables. For cash and cash equivalents, the Company has them either in a form of bank deposits or highly liquid debt instruments in investment-grade pursuant to the Company's investment policy. Accounts at each institution are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000. As of December 31, 2018, we held a total deposit of approximately $20.1 million with one institution and $2.3 million with another institution which exceeded the FDIC limit. We also have $0.7 million escrow receivable held at a different institution. We, however, believe we have very little credit risk exposure for our cash and cash equivalents. Our trade receivables are derived from sales to our customers. We assess credit risk of our customers through quantitative and qualitative analysis. From this analysis, we establish credit limits and manage the risk exposure. We, however, incur credit losses due to bankruptcy or other failure of the customer to pay.

Inventories: Inventories are comprised of work in process and finished goods. They are stated at the lower of cost, determined by the first-in, first-out method, or net realizable value. The inventory on the balance sheet is recorded net of valuation allowances. Labor and overhead has been added to inventory that was manufactured or characterized by the Company. The amounts of major classes of inventory for the periods ended December 31, 2018 and December 30, 2017 are as follows:

(In thousands)	2018	2017
Bulk ingredients	$ 2,385	$ 4,159
Reference standards	848	1,027
Consumer Products - Finished Goods	2,450	503
Consumer Products - Work in Process	2,794	249
	8,477	5,938
Less valuation allowance	228	142
	$ 8,249	$ 5,796

Our normal operating cycle for reference standards is currently longer than one year. The Company regularly reviews inventories on hand and reduces the carrying value for slow-moving and obsolete inventory, inventory not meeting quality standards and inventory subject to expiration. The reduction of the carrying value for slow-moving and obsolete inventory is based on current estimates of future product demand, market conditions and related management judgment. Any significant unanticipated changes in future product demand or market conditions that vary from current expectations could have an impact on the value of inventories.

Intangible assets: Intangible assets include licensing rights and are accounted for based on the fair value of consideration given or the fair value of the net assets acquired, whichever is more reliable. Intangible assets with finite useful lives are amortized using the straight-line method over a period of 10 years, or, for licensed patent rights, the remaining term of the patents underlying licensing rights (considered to be the remaining useful life of the license), whichever is shorter. The useful lives of subsequent milestone payments that are capitalized are the remaining useful life of the initial licensing payment that was capitalized.

Leasehold improvements and equipment, net: Leasehold improvements and equipment are carried at cost and depreciated on the straight-line method over the lesser of the estimated useful life of each asset or lease term. Leasehold improvements and equipment are comprised of leasehold improvements, laboratory equipment, furniture and fixtures, and computer equipment. Depreciation on equipment under capital lease is included with depreciation on owned assets. Maintenance and repairs are charged to operating expenses as they are incurred. Improvements and betterments, which extend the lives of the assets, are capitalized.

Long-lived assets are reviewed for impairment on a periodic basis and when changes in circumstances indicate the possibility that the carrying amount may not be recoverable. Long-lived assets are grouped at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets. If the forecast of undiscounted future cash flows is less than the carrying amount of the assets, an impairment charge would be recognized to reduce the carrying value of the assets to fair value. If a possible impairment is identified, the asset group's fair value is measured relying primarily on a discounted cash flow methodology.

Customer deposits: Customer deposits represent cash received from customers in advance of product shipment or delivery of services.

Income taxes: Deferred taxes are provided on a liability method whereby deferred tax assets are recognized for deductible temporary differences and operating loss and tax credit carryforwards and deferred liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

The Company has not recorded a reserve for any tax positions for which the ultimate deductibility is highly certain but for which there is uncertainty about the timing of such deductibility. The Company files tax returns in all appropriate jurisdictions, which include a federal tax return and various state tax returns. Open tax years for these jurisdictions are 2015 to 2018, which statutes expire in 2019 to 2022, respectively. When and if applicable, potential interest and penalty costs are accrued as incurred, with expenses recognized in general and administrative expenses in the statements of operations. As of December 31, 2018, the Company has no liability for unrecognized tax benefits.

Research and development costs: Research and development costs consist of direct and indirect costs associated with the development of the Company's technologies. These costs are expensed as incurred.

Advertising: The Company expenses the production costs of advertising the first time the advertising takes place. Advertising expense for the periods ended December 31, 2018 and December 30, 2017 were approximately $8,764,000 and $1,914,000, respectively.

Share-based compensation: The Company has an Equity Incentive Plan under which the Board of Directors may grant restricted stock or stock options to employees and non-employees. Effective October 1, 2018, the Company adopted ASU 2018-07, by which the accounting for share-based payments to non-employees and employees is substantially aligned. The ASU supersedes Subtopic 505-50, Equity - Equity-Based Payments to Non-Employees. Consistent with the accounting requirement for employee share-based payment awards, non-employee share-based payment awards now within the scope of Topic 718 are measured at grant-date fair value of the equity instruments that the Company is obligated to issue when the good has been delivered or the service has been rendered and any other conditions necessary to earn the right to benefit from the instruments have been satisfied. There was no cumulative effect of the adoption of this standard.

Share-based compensation cost is recorded for all option grants and awards of non-vested stock based on the grant date fair value of the award, and is recognized over the service period required for the award. Prior to October 1, 2018, share-based compensation cost for non-employees was remeasured over the vesting term as earned.

The fair value of the Company's stock options is estimated at the date of grant using the Black-Scholes based option valuation model. The volatility assumption is based on the historical volatility of the Company's common stock. The dividend yield assumption is based on the Company's history and expectation of future dividend payouts on the common stock. The risk-free interest rate is based on the implied yield available on U.S. treasury zero-coupon issues with an equivalent remaining term. For the expected term, the Company uses SEC Staff Accounting Bulletin No. 107 simplified method for "plain vanilla" options with following characteristics: (i) the share options are granted at the market price on the grant date; (ii) exercisability is conditional on performing service through the vesting date on most options; (iii) if an employee terminates service prior to vesting, the employee would forfeit the share options; (iv) if an employee terminates service after vesting, the employee would have 30 to 90 days to exercise the share options; and (v) the share options are nontransferable and nonhedgeable.

Market conditions that affect vesting of stock options are considered in the grant-date fair value. The issues surrounding the valuation for such awards can be complex and consideration needs to be given for how the market condition should be incorporated into the valuation of the award. The Company considers using other valuation techniques, such as Monte Carlo simulations based on a lattice approach, to value awards with market conditions.

The Company recognizes compensation expense over the requisite service period using the straight-line method for option grants without performance conditions. For stock options that have both service and performance conditions, the Company recognizes compensation expense using the graded attribution method. Compensation expense for stock options with performance conditions is recognized only for those awards expected to vest.

Effective January 1, 2017, the Company recognizes forfeitures when they occur.

From time to time, the Company awards shares of its common stock to non-employees for services provided or to be provided. The fair value of the awards are measured either based on the fair market value of stock at the date of grant or the value of the services provided, based on which is more reliably measurable. Since these stock awards are fully vested and non-forfeitable, upon issuance the measurement date for the award is usually reached on the date of the award.

Fair Value Measurement: The Company follows the provisions of the accounting standard which defines fair value, establishes a framework for measuring fair value and enhances fair value measurement disclosure. Under these provisions, fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e., the "exit price") in an orderly transaction between market participants at the measurement date.

The standard establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use on unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is described below:

Level 1: Quoted prices (unadjusted) in active markets that are accessible at the measurement date for assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.

Level 2: Observable prices that are based on inputs not quoted on active markets, but corroborated by market data.

Level 3: Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

Financial instruments: The estimated fair value of financial instruments has been determined based on the Company's assessment of available market information and appropriate valuation methodologies. The fair value of the Company's financial instruments that are included in current assets and current liabilities approximates their carrying value due to their short-term nature.

The carrying amounts reported in the balance sheet for capital lease obligations are present values of the obligations, excluding the interest portion.

Recent accounting standards: In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). ASU 2016-02 requires that a lessee recognize the assets and liabilities that arise from operating leases. A lessee should recognize in the statement of financial position a liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term. For leases with a term of 12 months or less, a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. In transition, lessees and lessors are required to recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach. Public business entities should apply the amendments in ASU 2016-02 for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. Early application is permitted for all public business entities and all nonpublic business entities upon issuance. We are currently evaluating the impact of our pending adoption of ASU 2016-02 on our consolidated financial statements.

Note 3. Loss Per Share Applicable to Common Stockholders

The following table sets forth the computations of loss per share amounts applicable to common stockholders for the years ended December 31, 2018 and December 30, 2017.

	Years Ended	
(In thousands, except per share data)	**2018**	2017
Net loss	**$ (33,316)**	$ (11,378)
Basic and diluted loss per common share	**$ (0.61)**	$ (0.26)
Basic and diluted weighted average common shares outstanding (1):	**55,006**	44,599
Potentially dilutive securities (2):		
Stock options	**9,089**	6,534
Warrants	**204**	470

(1) Includes approximately 0.2 million and 0.5 million nonvested restricted stock for the years 2018 and 2017, respectively, which are participating securities that feature voting and dividend rights.

(2) Excluded from the computation of loss per share as their impact is antidilutive.

Note 4. Intangible Assets

Intangible assets consisted of the following:

(In thousands)	2018	2017	Weighted Average Total Amortization Period
Healthspan Research LLC Acquisition (See Note 9)	$ 1,346	$ 1,346	10 years
License agreements and other	1,625	1,494	9 years
Less accumulated depreciation	(1,424)	(1,189)	
	$ 1,547	$ 1,651	

Amortization expenses on amortizable intangible assets included in the consolidated statement of operations for the years ended December 31, 2018 and December 30, 2017 were approximately $235,000 and $206,000, respectively.

Estimated aggregate amortization expense for each of the next five years is as follows:

(In thousands) Years ending December:	
2019	$ 246
2020	241
2021	222
2022	185
2023	156
Thereafter	497
	$ 1,547

Note 5. Leasehold Improvements and Equipment, Net

Leasehold improvements and equipment consisted of the following:

(In thousands)	2018	2017	Useful Life
Laboratory equipment	$ 2,755	$ 1,869	10 years
Leasehold improvements	2,127	1,699	Lesser of lease term or estimated useful life
Computer equipment	604	511	3 to 5 years
Furniture and fixtures	120	90	7 years
Office equipment	23	18	10 years
Construction in progress	7	131	
	5,636	4,318	
Less accumulated depreciation	2,051	1,446	
	$ 3,585	$ 2,872	

Depreciation expenses on leasehold improvements and equipment included in the consolidated statement of operations for the years ended December 31, 2018 and December 30, 2017 were approximately $607,000 and $510,000, respectively.

The Company leases equipment under capitalized lease obligations with a total cost of approximately $871,000 and $871,000 and accumulated amortization of $213,000 and $126,000 as of December 31, 2018 and December 30, 2017, respectively.

Note 6. Capitalized Lease Obligations

Minimum future lease payments under capital leases as of December 31, 2018, are as follows:

(In thousands)	
Year ending December:	
2019	$ 196
2020	126
2021	18
Total minimum lease payments	340
Less amount representing interest at a rate of approximately 9.9% per year	29
Present value of net minimum lease payments	310
Less current portion	173
Long-term obligations under capital leases	$ 137

Interest expenses related to capital leases were approximately $41,000 and $57,000 for the years ended December 31, 2018 and December 30, 2017, respectively.

Note 7. Line of Credit

On November 4, 2016, the Company entered into a business financing agreement ("Financing Agreement") with Western Alliance Bank ("Western Alliance"), in order to establish a formula based revolving credit line pursuant to which the Company may borrow an aggregate principal amount of up to $5,000,000, subject to the terms and conditions of the Financing Agreement. In June 2018, the Company notified Western Alliance that it did not intend to draw from the line of credit established by the Financing Agreement. The Company previously did not have any outstanding loan payable from this line of credit arrangement.

Debt Issuance Costs

The Company incurred debt issuance costs of approximately $272,000 in connection with this line of credit arrangement and had an unamortized balance of approximately $65,000 as of the termination date. For the line of credit arrangement, the Company elected a policy to keep the debt issuance costs as an asset, regardless of whether an amount is drawn. The unamortized deferred asset was expensed immediately on the termination date as other non-operating expense.

Note 8. Income Taxes

At December 31, 2018 and December 30, 2017, the Company maintained a full valuation allowance against the entire deferred income tax balance which resulted in an effective tax rates of 0% for both years 2018 and 2017. At December 31, 2018 and December 30, 2017, we recorded a valuation allowance of $21.9 million and $12.9 million, respectively. The valuation allowance increased by $9.0 million during 2018.

A reconciliation of income taxes computed at the statutory Federal income tax rate to income taxes as reflected in the financial statements is summarized as follows:

	2018	2017
Federal income tax expense at statutory rate	(21.0)%	(34.0)%
State income tax, net of federal benefit	(6.6)%	(5.3)%
Permanent differences	1.1%	7.6%
Changes of state net operating losses	(0.5)%	1.3%
Change in stock options and restricted stock	0.0%	(1.3)%
Change in valuation allowance	27.1%	(23.1)%
Remeasurement of deferred taxes asset / liability	0.0%	53.4%
Other	(0.1)%	1.4%
Effective tax rate	0.0%	0.0%

On December 22, 2017, the Tax Cuts and Jobs Act was signed into law, which included, among other things, a reduction of the federal corporate income tax rate to 21%. Under ASC 740, Accounting for Income Taxes, the Company is required to recognize the effects of changes in tax laws and rates on deferred tax assets and liabilities and the retroactive effects of changes in tax laws in the period in which the new legislation is enacted. In 2017, the Company's gross deferred tax assets have been revalued from 34% to 21% and as a result, the deferred tax assets of approximately $19.1 million have been revalued to approximately $13.0 million with a corresponding decrease to the Company's valuation allowance.

The deferred income tax assets and liabilities consisted of the following components as of December 31, 2018 and December 30, 2017:

(In thousands)	2018	2017
Deferred tax assets:		
Net operating loss carryforward	$ 17,957	$ 9,963
Stock options and restricted stock	2,654	1,873
Inventory reserve	222	143
Allowance for doubtful accounts	168	183
Accrued expenses	831	674
Deferred revenue	19	19
Leasehold improvements and equipment	4	-
Intangibles	46	27
Deferred rent	168	166
	22,069	13,048
Less valuation allowance	(21,932)	(12,904)
	137	144
Deferred tax liabilities:		
Leasehold improvements and equipment	-	(9)
Prepaid expenses	(137)	(135)
	(137)	(144)
	$ -	$ -

The Company has tax net operating loss carryforwards for federal and state income tax purposes of approximately $68.3 million and $58.9 million, respectively which begin to expire in the year ending December 31, 2023 and 2022, respectively. The federal net operating loss carryforward of $28.3 million from 2018 can be carried forward indefinitely but is limited to 80% of taxable income.

Under the Internal Revenue Code, certain ownership changes may subject the Company to annual limitations on the utilization of its net operating loss carryforward. The Company has determined that the stock issued in the year of 2018 did not create a change in control under the Internal Revenue Code Section 382. The Company will continue to analyze the potential impact of any additional transactions undertaken upon the utilization of the net operating losses on a go forward basis.

The Company is currently not under examination by the Internal Revenue Service or any other jurisdictions for any tax years. The Company has not identified any uncertain tax positions requiring a reserve as of December 31, 2018 and December 30, 2017.

Note 9. Related Party Transactions

Sale of consumer products

	Net sales Year ended Dec. 31, 2018	Net sales Year ended Dec. 30, 2017	Trade receivable at Dec. 31, 2018	Trade receivable at Dec. 30, 2017
A.S. Watson Group	$2.9 million	$4.1 million	$0.7 million	$1.0 million
Horizon Ventures	$0.4 million	-	-	-
Total	$3.3 million	$4.1 million	$0.7 million	$1.0 million

*A.S. Watson Group and Horizon Ventures are related parties through common ownership of an enterprise that beneficially owns more than 10% of the common stock of the Company.

Asset acquisition

On March 12, 2017, the Company acquired all of the outstanding equity interests of Healthspan from Robert Fried, Jeffrey Allen and Dr. Charles Brenner (the "Sellers"). Robert Fried is a member of the Board of Directors ("Board") of the Company, a position he has held since July 2015.

Upon the closing of, and as consideration for, the acquisition, the Company issued an aggregate of 367,648 shares of the Company's common stock to the Sellers. The fair value of these shares was approximately $1.0 million based on the closing price of $2.72 per share on March 12, 2017. Mr. Fried continues to serve as a member of the Board and is the Chief Executive Officer of the Company.

Healthspan was formed in August 2015 to offer and sell finished bottle product TRU NIAGEN® directly to consumers through internet-based selling platforms. TRU NIAGEN® is currently the Company's leading product. Prior to the acquisition, the Company has supplied certain amount of NIAGEN® to Healthspan as a raw material inventory in exchange for a 4% equity interest in Healthspan. An additional 5% equity interest was received for granting certain exclusive rights to resell NIAGEN® prior to the total acquisition on March 12, 2017.

This transaction was accounted for as an acquisition of assets. An intangible asset of approximately $1.35 million was recorded as a result of this acquisition, which is the difference of consideration transferred and the net amount of assets acquired and liabilities assumed.

(A) Consideration transferred

	Fair value
Common Stock	$ 1,000,000
Transaction costs	178,000
Previously held equity interest	20,000
	$ 1,198,000
Consumer product business model, intangible asset (A) -(B)	**$ 1,346,000**

(B) Net amount of assets and liabilities

Assets acquired	Fair value
Cash and cash equivalents	$ 19,000
Trade receivables	11,000
Inventory	61,000
Liabilities assumed	
Due to officer	(132,000)
Accounts payable	(74,000)
Credit card payable	(30,000)
Other accrued expenses	(3,000)
Net assets	**$ (148,000)**

The acquired intangible asset is considered to have a useful life of 10 years. The expense is amortized using the straight-line method over the useful life and the Company recognized an amortization expense of approximately $135,000 and $109,000 for the years ended December 31, 2018 and December 30, 2017, respectively.

In cancellation of a loan owed by Healthspan to Mr. Fried prior to the acquisition, the Company repaid $32,500 to Mr. Fried on March 13, 2017 and also repaid $100,000 on March 9, 2018. No interest was paid for the $100,000 repaid on March 9, 2018.

Note 10. Contract Assets and Contract Liabilities

Our contract assets consist of unbilled amounts typically resulting from sales under contracts when the cost-to-cost method of revenue recognition is utilized and revenue recognized exceeds the amount billed to the customer. Our contract liabilities consist of advance payments and billings in excess of costs incurred and deferred revenue.

Net contract assets (liabilities) consisted of the following:

(In thousands)	Dec. 30, 2017	Opening Balance Adjustment	FY 2018 Opening Balance	Reductions(1)	Additions(2)	Dec. 31, 2018
Contract Assets	$ -	$ 56	$ 56	$ (314)	$ 314	$ 56
Contract Liabilities - Open Projects (3)	186	(108)	78	(154)	177	101
Contract Liabilities - Other Customer Deposits (4)	128	-	128	(125)	171	174
Net Contract Assets (Liabilities)	$ (314)	$ 164	$ (150)	$ (35)	$ (34)	$ (219)

(1) For contract assets, the amount represents amount billed to the customer.
For contract liabilities, the amount represents reductions for revenue recognized.
(2) For contract assets, the amount represents revenue recognized during the period using the cost-to-cost method.
For contract liabilities, the amount represents advance payments received during the period.
(3) Contract liablities from ongoing consulting projects.
(4) Other customer deposts include payments received for orders not fulfilled and other advance payments.

In the year ended December 31, 2018, we recognized revenue of approximately $95,000 related to our adjusted contract liabilities at the beginning of the fiscal year 2018.

Note 11. Discontinued Operations

On September 5, 2017, the Company completed the sale of its operating assets that were used with the Company's quality verification program testing and analytical chemistry business for food and food related products (the "Lab Business") to Covance Laboratories Inc. ("Covance") (the “Lab Business Sale”). In consideration of the Lab Business Sale, the Company received $6.75 million from Covance and additional cash consideration of $0.8 million is currently held in escrow to satisfy any potential indemnification claims by Covance. In 2017, the Company recorded a gain of approximately $5.5 million from the disposal.

(In thousands)

(A) Consideration received

	Amount
Cash payment	$ 6,750
Cash payment held in escrow (1)	750
Additional earnout payment	-
	$ 7,500

(B) Selling costs

	Amount
Legal	$ 428
Financial consulting	250
Other	118
	$ 796

Gain from disposal (A) - (B) - (C) **$ 5,468**

(C) Carrying value of the Lab Business

Assets disposed	Carrying value
Leasehold improvements and equipment, net	$ 1,427
Prepaid expenses	11
Deposits	20
Liabilities disposed	
Deferred revenue	(7)
Deferred rent	(215)
Net assets	**$ 1,236**

(1) $750,000 held in escrow to satisfy any indemnification claims.

The sale of the Lab Business qualified as a discontinued operation as the sale represented a strategic shift that had a major effect on operations and financial results.

The results of operations from the discontinued operations for the years ended December 31, 2018 and December 30, 2017 are as follows:

Statements of Operations - Discontinued operations
Years Ended December 31, 2018 and December 30, 2017
(In thousands)

	2018	2017
Sales	$ -	$ 2,821
Cost of sales	-	2,479
Gross profit	-	342
Operating expenses:		
Sales and marketing	-	482
General and administrative	-	150
Operating expenses	-	632
Operating loss	-	(290)
Nonoperating expenses:		
Interest expense, net	-	(25)
Nonoperating expenses	-	(25)
Loss from discontinued operations	$ -	$ (315)

Depreciation, capital expenditures and significant noncash investing activities of the discontinued operations for the years ended December 31, 2018 and December 30, 2017 are as follows:

Discontinued operations
Depreciation, amortization, captial expenditures and significant noncash operating and investing activities
Years Ended December 31, 2018 and December 30, 2017
(In thousands)

	2018	2017
Depreciation	$ -	$ 169
Purchase of leasehod improvements and equipment	$ -	$ 111
Noncash investing activity		
Retirement of fully depreciated equipment - cost	$ -	$ 56
Retirement of fully depreciated equipment - accumulated depreciation	$ -	$ (56)

Note 12. Share-Based Compensation

Stock Option Plans

At the discretion of the Company's compensation committee (the "Compensation Committee"), and with the approval of the Company's board of directors (the "Board of Directors"), the Company may grant options to purchase the Company's common stock to certain individuals from time to time. Management and the Compensation Committee determine the terms of awards which include the exercise price, vesting conditions and expiration dates at the time of grant. Expiration dates for stock options are not to exceed 10 years from their date of issuance.

On June 20, 2017, the stockholders of the Company approved the ChromaDex Corporation 2017 Equity Incentive Plan (the "2017 Plan"). The Company's Board of Directors amended the 2017 Plan in January 2018 and the stockholders of the Company approved an amendment to the 2017 plan on June 22, 2018. The 2017 Plan is the successor to the ChromaDex Corporation Second Amended and Restated 2007 Equity Incentive Plan (the "2007 Plan"). As of December 31, 2018, under the 2017 Plan, the Company is authorized to issue stock options that total no more than the sum of (i) 9,000,000 new shares, (ii) approximately 384,000 unallocated shares remaining available for the grant of new awards under the 2007 Plan, (iii) any returning shares from the 2007 Plan or the 2017 Plan, such as forfeited, cancelled, or expired shares and (iv) 500,000 shares pursuant to an inducement award. The remaining number of shares available for issuance under the 2017 Plan totaled approximately 4.9 million shares at December 31, 2018.

General Vesting Conditions

The stock option awards generally vest ratably over a three to four-year period following grant date after a passage of time. However, some stock option awards are market or performance based and vest based on certain triggering events established by the Compensation Committee, subject to approval by the Board of Directors.

The fair value of the Company's stock options that are not market based was estimated at the date of grant using the Black-Scholes based option valuation model. The table below outlines the weighted average assumptions for options granted during the years ended December 31, 2018 and December 30, 2017.

Year Ended December	2018	2017
Expected term	6 years	6 years
Volatility	69%	71%
Dividend Yield	0%	0%
Risk-free rate	3%	2%

1) Service Period Based Stock Options

The majority of options granted by the Company are comprised of service based options. These options vest ratably over a defined period following grant date after a passage of a service period.

The following table summarizes service period based stock options activity (in thousands except per share data and remaining contractual term):

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Fair Value	Aggregate Intrinsic Value
Outstanding at December 31, 2016	5,144	$ 3.49	6.17		
Options Granted	1,285	3.48	10.00	$ 2.31	
Options Exercised	(885)	3.43			$ 2,479
Options Expired	(3)	4.50			
Options Forfeited	(74)	3.88			
Outstanding at December 30, 2017	5,467	$ 3.49	6.41		$ 13,101
Options Granted	3,071	4.29	10.00	$ 2.74	
Options Exercised	(131)	4.02			$ 109
Options Expired	(245)	4.50			
Options Forfeited	(139)	4.21			
Outstanding at December 31, 2018	8,023	$ 3.75	7.11		$ 2,207*
Exercisable at December 31, 2018	4,351	$ 3.47	5.32		$ 1,802*

*The aggregate intrinsic values in the table above are based on the Company's closing stock price of $3.43 on the last day of business for the year ended December 31, 2018.

2) Performance Based Stock Options

The Company also grants stock option awards that are performance based and vest based on the achievement of certain criteria established from time to time by the Compensation Committee. If these performance criteria are not met, the compensation expenses are not recognized and the expenses that have been recognized will be reversed.

The following table summarizes performance based stock options activity (in thousands except per share data and remaining contractual term):

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Fair Value	Aggregate Intrinsic Value
Outstanding at December 31, 2016	67	$ 1.89	6.08		
Options Granted	-	-			
Options Exercised	-	-			
Options Forfeited	-	-			
Outstanding at December 30, 2017	67	$ 1.89	5.08		
Options Granted	-	-			
Options Exercised	-	-			
Options Forfeited	-	-			
Outstanding at December 31, 2018	67	$ 1.89	4.08		$ 103
Exercisable at December 31, 2018	67	$ 1.89	4.08		$ 103

The aggregate intrinsic value in the table above are, based on the Company's closing stock price of $3.43 on the last day of business for the period ended December 31, 2018.

3) Market Based Stock Options

The Company also grants stock option awards that are market based which have vesting conditions associated with a service condition as well as performance of the Company's stock price. The following table summarizes market based stock options activity (in thousands except per share data and remaining contractual term):

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Weighted Average Fair Value	Aggregate Intrinsic Value
Outstanding at December 31, 2016	-	$ -	-		
Options Granted	1,000	4.24	10.00	$ 3.04	
Options Exercised	-	-			
Options Forfeited	-	-			
Outstanding at December 30, 2017	1,000	$ 4.24	9.24		
Options Granted	-	-			
Options Exercised	-	-			
Options Forfeited	-	-			
Outstanding at December 31, 2018	1,000	$ 4.24	8.24		$ 0
Exercisable at December 31, 2018	389	$ 4.24	8.24		$ 0

The aggregate intrinsic value in the table above are, based on the Company's closing stock price of $3.43 on the last day of business for the period ended December 31, 2018.

The fair value of options granted during the period ended December 30, 2017 was measured using Monte Carlo simulations based on a lattice approach with following assumptions:

Volatility:	67%
Contractual Term:	10 years
Risk Free Rate:	2.4%
Cost of Equity:	15.7%

For the contractual term, we are using 10 years as this is not a "plain vanilla" option. SEC Staff Accounting Bulletin No. 107 simplified method for estimating the expected term can be only used if the option is a "plain vanilla" option.

As of December 31, 2018, there was approximately $9.6 million of total unrecognized compensation expense related to non-vested share-based compensation arrangements granted under the plans for employee stock options. That cost is expected to be recognized over a weighted average period of 2.0 years.

Restricted Stock Awards

Restricted stock awards granted by the Company to employees have vesting conditions that are unique to each award.

The following table summarizes activity of restricted stock awards granted (in thousands except per share fair value):

	Shares	Weighted Average Fair Value
Unvested shares at December 31, 2016	360	$ 3.20
Granted	500	5.08
Vested	(675)	4.59
Forfeited	-	-
Unvested shares at December 30, 2017	185	$ 3.28
Granted	-	-
Vested	(2)	5.28
Forfeited	-	-
Unvested shares at December 31, 2018	183	$ 3.25
Expected to Vest as of December 31, 2018	183	$ 3.25

During the year ended December 30, 2017, the Company granted 500,000 shares of restricted stock award to the Company's President and Chief Operating Officer Robert Fried, which vested during the year ended December 30, 2017. The expense for vested restricted stock was approximately $2.5 million and was recognized during the year ended December 30, 2017.

During the year ended December 30, 2017, the Company's former Chief Financial Officer, Thomas Varvaro resigned and received immediate vesting of his unvested restricted stock of 166,668 shares. The expense for the vested restricted stock was approximately $0.5 million and was recognized prior to the fiscal year 2017.

Performance Stock Awards

During the fiscal year 2018, the Compensation Committee of the Board of Directors of the Company approved grants of an aggregate total of 333,334 shares of fully vested stock to Robert Fried, the Company's Chief Executive Officer. The shares were granted pursuant to his employment agreement, which provided the stock grant upon the achievement of certain performance goals. The expense for the awarded shares was approximately $1.3 million and was recognized during the fiscal year 2018.

Total Share-based Compensation

The Company recognized share-based compensation expense of approximately $6.4 million and $4.6 million in the statement of operations for the years ended December 31, 2018 and December 30, 2017, respectively.

Note 13. Stock Issuance

Fiscal year 2017

On April 26, 2017, the Company entered into a Securities Purchase Agreement with certain purchasers named therein, pursuant to which the Company agreed to sell and issue up to $25.0 million of its common stock at a purchase price of $2.60 per share in three tranches of approximately $3.5 million, $16.4 million and $5.1 million, respectively. All three tranches closed during the year ended December 30, 2017, whereby approximately 9.6 million shares were issued for proceeds of $23.7 million, net of offering costs.

On November 3, 2017 the Company entered into a Securities Purchase Agreement for the sale of approximately $23.0 million of its common stock in a private placement, in return for which the purchasers received approximately 5.6 million shares at a per share price of $4.10. The private placement closed during the year ended December 30, 2017 and the Company received proceeds of $22.9 million, net of offering costs.

Note 14. Warrants

The following table summarizes activity of warrants at December 31, 2018 and December 30, 2017 and changes during the years then ended (in thousands except per share data and remaining contractual term):

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term
Outstanding and exercisable at December 31, 2016	470	4.15	2.17
Warrants Issued	-	-	
Warrants Exercised	-	-	
Warrants Expired	-	-	
Outstanding and exercisable at December 30, 2017	470	4.15	1.17
Warrants Issued	-	-	
Warrants Exercised	-	-	
Warrants Expired	(266)	4.50	
Outstanding and exercisable at December 31, 2018	204	$ 3.69	0.57

Note 15. Commitments and Contingencies

Lease

The Company leases its office and research facilities in California, Colorado and Maryland under operating lease agreements that expire at various dates from September 2019 through February 2024. Monthly lease payments range from $4,000 per month to $48,000 per month, and minimum lease payments escalate during the terms of the leases. Generally accepted accounting principles require total minimum lease payments to be recognized as rent expense on a straight-line basis over the term of the lease. The excess of such expense over amounts required to be paid under the lease agreement is carried as a liability on the Company's consolidated balance sheet.

Minimum future rental payments under all of the leases as of December 31, 2018 are as follows:

(In thousands) Fiscal years ending:	
2019	$ 787
2020	733
2021	627
2022	138
2023	143
Thereafter	24
	$ 2,452

Rent expense was approximately $791,000 and $729,000 for the years ended December 31, 2018 and December 30, 2017, respectively.

During the year ended December 31, 2018, the Company entered into lease amendments to lease additional office space located in Los Angeles, California through October 2021. Pursuant to the lease, the Company will make additional monthly lease payments ranging from approximately $25,000 to $27,000, as the payments escalate during the term of the lease. Pursuant to the term of the lease amendment, the landlord provided tenant improvements for approximately $70,000 in 2018. The landlord provided lease incentive (a) has been recorded as leasehold improvement asset and is amortized over the lease term which is through October 2021; and (b) has been recorded as deferred rent and is amortized as reductions to lease expense over the lease term.

Purchase obligations

The Company enters into purchase obligations with various vendors for goods and services that we need for our operations. The purchase obligations for goods and services include inventory, research and development, and laboratory supplies. Minimum future payments under purchase obligations as of December 31, 2018 are as follows:

(In thousands) Fiscal year ending:	
2019	$ 4,365,000
	$ 4,365,000

Royalty

The Company has nine licensing agreements with leading research universities and other patent holders, pursuant to which the Company acquired patents related to certain products the Company offers to its customers. These agreements afford for future royalty payments based on contractual minimums and expire at various dates from December 31, 2019 through an estimated year of 2032. Yearly minimum royalty payments including license maintenance fees range from $10,000 per year to $100,000 per year, however, these minimum payments escalate each year with a maximum of $150,000 per year. In addition, the Company is required to pay a range of 2% to 5% of sales related to the licensed products under these agreements. Total royalty expenses including license maintenance fees for the years ended December 31, 2018 and December 30, 2017 were approximately $1.7 million and $1.0 million, respectively under these agreements. Minimum royalties including license maintenance fees for the next five years are as follows:

(In thousands) Fiscal years ending:	
2019	$ 333
2020	367
2021	385
2022	386
2023	388
	$ 1,859

Supply agreement with Nestlé

On December 19, 2018, the Company entered into a supply agreement with Nestec Ltd. ("Nestlé"), pursuant to which Nestlé will be our exclusive customer for NIAGEN® ingredient for human use in the (i) medical nutritional and (ii) functional food and beverage categories in certain territories. As consideration for the rights granted to Nestlé, we received an upfront fee of $4 million in January 2019. Following the launch of the products in certain territories, Nestlé will additionally pay us a one-time fee for a potential total aggregate payment of $6 million.

Legal proceedings – Elysium Health, LLC

(A) California Action

On December 29, 2016, ChromaDex, Inc. filed a complaint in the United States District Court for the Central District of California, naming Elysium Health, Inc. (together with Elysium Health, LLC, "Elysium") as defendant (the "Complaint"). On January 25, 2017, Elysium filed an answer and counterclaims in response to the Complaint (together with the Complaint, the "California Action"). Over the course of the California Action, the parties have each filed amended pleadings several times and have each engaged in several rounds of motions to dismiss and one round of motion for judgment on the pleadings with respect to various claims. Most recently, on November 27, 2018, ChromaDex, Inc. filed a fifth amended complaint that added an individual, Mark Morris, as a defendant. Elysium and Morris ("the Defendants") moved to dismiss on December 21, 2018. The court denied Defendants' motion on February 4, 2019.

Following the court's February 4, 2019 order, the claims that ChromaDex, Inc. presently asserts in the California Action, among other allegations, are that (i) Elysium breached the Supply Agreement, dated June 26, 2014, by and between ChromaDex, Inc. and Elysium (the "pTeroPure® Supply Agreement"), by failing to make payments to ChromaDex, Inc. for purchases of pTeroPure® and by improper disclosure of confidential ChromaDex, Inc. information pursuant to the pTeroPure® Supply Agreement, (ii) Elysium breached the Supply Agreement, dated February 3, 2014, by and between ChromaDex, Inc. and Elysium, as amended (the "NIAGEN® Supply Agreement"), by failing to make payments to ChromaDex, Inc. for purchases of NIAGEN® and by improper disclosure of confidential ChromaDex, Inc. information pursuant to the NIAGEN® Supply Agreement, (iii) Defendants willfully and maliciously misappropriated ChromaDex, Inc. trade secrets concerning its ingredient sales business under both the California Uniform Trade Secrets Act and the Federal Defend Trade Secrets Act, (iv) Morris breached two confidentiality agreements he signed by improperly stealing confidential ChromaDex, Inc. documents and information, (v) Morris breached his fiduciary duty to ChromaDex, Inc. by lying to and competing with ChromaDex, Inc. while still employed there, and (vi) Elysium aided and abetted Morris's breach of fiduciary duty. ChromaDex, Inc. is seeking damages and interest for Elysium's alleged breaches of the NIAGEN® Supply Agreement and pTeroPure® Supply Agreement and Morris's alleged breaches of his confidentiality agreements, compensatory damages and interest, punitive damages, injunctive relief, and attorney's fees for Defendants' alleged willful and malicious misappropriation of ChromaDex, Inc.'s trade secrets, and compensatory damages and interest, disgorgement of all benefits received, and punitive damages for Morris's alleged breach of his fiduciary duty and Elysium's aiding and abetting of that alleged breach. Defendants filed their answer to ChromaDex, Inc.'s fifth amended complaint on February 19, 2019.

Among other allegations, the claims that Elysium presently alleges in the California Action are that (i) ChromaDex, Inc. breached the NIAGEN® Supply Agreement by not issuing certain refunds or credits to Elysium, by not supplying NIAGEN® manufactured according to the defined standard, by distributing the NIAGEN® product specifications attached to the parties' agreement to other customers, and by failing to provide Elysium with information concerning the quality and identity of NIAGEN® pursuant to the NIAGEN® Supply Agreement, (ii) ChromaDex, Inc. breached the implied covenant of good faith and fair dealing pursuant to the NIAGEN® Supply Agreement, (iii) ChromaDex, Inc. fraudulently induced Elysium into entering into the Trademark License and Royalty Agreement, dated February 3, 2014, by and between ChromaDex, Inc. and Elysium (the "License Agreement"), (iv) ChromaDex, Inc.'s conduct constitutes misuse of its patent rights, and (v) ChromaDex, Inc. was unjustly enriched by the royalties Elysium paid pursuant to the License Agreement. Elysium is seeking damages for ChromaDex, Inc.'s alleged breaches of the NIAGEN® Supply Agreement and pTeroPure® Supply Agreement, and compensatory damages, punitive damages, and/or rescission of the License Agreement and restitution of any royalty payments conveyed by Elysium pursuant to the License Agreement, and a declaratory judgment that ChromaDex, Inc. has engaged in patent misuse. ChromaDex, Inc. answered Elysium's present allegations on August 24, 2018. The parties are currently in discovery.

(B) Patent Office Proceedings

On July 17, 2017, Elysium filed petitions with the U.S. Patent and Trademark Office for *inter partes* review of U.S. Patents 8,197,807 (the "'807 Patent") and 8,383,086 (the " '086 Patent"), patents to which ChromaDex, Inc. is the exclusive licensee. The Patent Trial and Appeal Board ("PTAB") denied institution of the *inter partes* review for the '807 Patent on January 18, 2018. On January 29, 2018, the PTAB granted institution of the *inter partes* review as to claims 1, 3, 4, and 5 and denied institution as to claim 2 of the '086 Patent. Based upon a recent U.S. Supreme Court decision, and solely on a procedural basis, the PTAB was required to include claim 2 in the trial of the *inter partes* review. The matter was heard on October 2, 2018. The PTAB issued its written decision on January 16, 2019, upholding claim 2 of the '086 Patent which relates to the use of isolated NR in a pharmaceutical composition as valid. Elysium is now prevented from raising invalidity arguments against the '086 Patent in the ongoing patent litigation in Delaware that it brought or could have brought before the PTAB in its *inter partes* review.

(C) Southern District of New York Action

On September 27, 2017, Elysium Health Inc. ("Elysium Health") filed a complaint in the United States District Court for the Southern District of New York, against ChromaDex, Inc. (the "Elysium SDNY Complaint"). Elysium Health alleges in the Elysium SDNY Complaint that ChromaDex, Inc. made false and misleading statements in a citizen petition to the Food and Drug Administration it filed on or about August 18, 2017. Among other allegations, Elysium Health avers that the citizen petition made Elysium Health's product appear dangerous, while casting ChromaDex, Inc.'s own product as safe. The Elysium SDNY Complaint asserts four claims for relief: (i) false advertising under the Lanham Act, 15 U.S.C. § 1125(a); (ii) trade libel; (iii) deceptive business practices under New York General Business Law § 349; and (iv) tortious interference with prospective economic relations. ChromaDex, Inc. denies the claims in the Elysium SDNY Complaint and intends to defend against them vigorously. On October 26, 2017, ChromaDex, Inc. moved to dismiss the Elysium SDNY Complaint on the grounds that, inter alia, its statements in the citizen petition are immune from liability under the Noerr-Pennington Doctrine, the litigation privilege, and New York's Anti-SLAPP statute, and that the Elysium SDNY Complaint failed to state a claim. Elysium Health opposed the motion on November 2, 2017. ChromaDex, Inc. filed its reply on November 9, 2017.

On October 26, 2017, ChromaDex, Inc. filed a complaint in the United States District Court for the Southern District of New York against Elysium Health (the "ChromaDex SDNY Complaint"). ChromaDex, Inc. alleges that Elysium Health made material false and misleading statements to consumers in the promotion, marketing, and sale of its health supplement product, Basis, and asserts five claims for relief: (i) false advertising under the Lanham Act, 15 U.S.C. §1125(a); (ii) unfair competition under 15 U.S.C. § 1125(a); (iii) deceptive practices under New York General Business Law § 349; (iv) deceptive practices under New York General Business Law § 350; and (v) tortious interference with prospective economic advantage. On November 16, 2017, Elysium Health moved to dismiss for failure to state a claim. ChromaDex, Inc. opposed the motion on November 30, 2017 and Elysium Health filed a reply on December 7, 2017.

On November 3, 2017, the Court consolidated the Elysium SDNY Complaint and the ChromaDex SDNY Complaint actions under the caption In re Elysium Health-ChromaDex Litigation, 17-cv-7394, and stayed discovery in the consolidated action pending a Court-ordered mediation. The mediation was unsuccessful. On September 27, 2018, the Court issued a combined ruling on both parties' motions to dismiss. For ChromaDex's motion to dismiss, the Court converted the part of the motion on the issue of whether the citizen petition is immune under the Noerr-Pennington Doctrine into a motion for summary judgment, and requested supplemental evidence from both parties, which were submitted on October 29, 2018. The Court otherwise denied the motion to dismiss. On January 3, 2019, the Court granted ChromaDex, Inc.'s motion for summary judgment under the Noerr-Pennington Doctrine and dismissed all claims in the Elysium SDNY Complaint. Elysium moved for reconsideration on January 17, 2019. The Court denied Elysium's motion for reconsideration on February 6, 2019, and issued an amended final order granting ChromaDex, Inc.'s motion for summary judgment as on February 7, 2019.

The Court granted it part and denied in part Elysium's motion to dismiss, sustaining three grounds for ChromaDex's Lanham Act claims while dismissing two others, sustaining the claim under New York General Business Law § 349, and dismissing the claims under New York General Business Law § 350 and for tortious interference. Elysium filed an answer and counterclaims on October 10, 2018, alleging claims for (i) false advertising under the Lanham Act, 15 U.S.C. §1125(a); (ii) unfair competition under 15 U.S.C. § 1125(a); and (iii) deceptive practices under New York General Business Law § 349. ChromaDex, Inc. answered Elysium's counterclaims on November 2, 2018. The parties are conferring on a proposed scheduling order.

The Company is unable to predict the outcome of these matters and, at this time, cannot reasonably estimate the possible loss or range of loss with respect to the legal proceedings discussed herein. As of December 31, 2018, ChromaDex, Inc. did not accrue a potential loss for the California Action or the Elysium SDNY Complaint because ChromaDex, Inc. believes that the allegations are without merit and thus it is not probable that a liability has been incurred.

(D) Delaware – Patent Infringement Action

On September 17, 2018, ChromaDex, Inc. and Trustees of Dartmouth College filed a patent infringement complaint in the United States District Court for the District of Delaware against Elysium Health, Inc. The complaint alleges that Elysium's BASIS® dietary supplement violates U.S. Patents 8,197,807 (the "'807 Patent") and 8,383,086 (the "'086 Patent") that comprise compositions containing isolated nicotinamide riboside held by Dartmouth and licensed exclusively to ChromaDex, Inc. On October 23, 2018, Elysium filed an answer to the complaint. The answer asserts various affirmative defenses and denies that Plaintiffs are entitled to any relief.

On November 7, 2018, Elysium filed a motion to stay the patent infringement proceedings pending resolution of (1) the *inter partes* review of the '807 Patent and the '086 Patent before the Patent Trial and Appeal Board ("PTAB") and (2) the outcome of the litigation in the California Action. ChromaDex, Inc. filed an opposition brief on November 21, 2018 detailing the issues with Elysium's motion to stay. In particular, ChromaDex, Inc. argued that given claim 2 of the '086 Patent was only included in the PTAB's *inter partes* review for procedural reasons the PTAB was unlikely to invalidate claim 2 and therefore litigation in Delaware would continue regardless. In addition, ChromaDex, Inc. argued that the litigation in the California Action is unlikely to have a significant effect on the ongoing patent litigation. After the PTAB released its written decision upholding claim 2 of the '086 Patent proving right ChromaDex, Inc.'s prediction ChromaDex, Inc. informed the Delaware court of the PTAB's decision on January 17, 2019. Both Elysium and ChromaDex, Inc. have informed the court that they are available for oral argument on the motion to stay, and though the court's docket is very crowded, ChromaDex, Inc. currently anticipates a ruling this spring.

Legal proceedings – Covance Laboratories Inc.

On January 10, 2019, Covance Laboratories Inc. ("Covance") filed a complaint in the United States District Court for the District of Delaware against ChromaDex, Inc. and ChromaDex Analytics, Inc. (collectively "ChromaDex"). The complaint alleges that ChromaDex breached an Asset Purchase Agreement ("APA"), dated August 21, 2017, between Covance and ChromaDex in which Covance purchased certain assets related to ChromaDex's Lab Business for $7,500,000. Specifically, the complaint alleges that ChromaDex failed to deliver to Covance its entire ComplyID library. On February 4, 2019, ChromaDex filed an answer to the complaint. The answer asserts various affirmative defenses and denies that Covance is entitled to any relief.

From time to time we are involved in legal proceedings arising in the ordinary course of our business. We believe that there is no other litigation pending that is likely to have, individually or in the aggregate, a material adverse effect on our financial condition or results of operations.

Note 16. Business Segmentation and Geographical Distribution

The Company has the following three reportable segments for the years ended December 31, 2018 and December 30, 2017:

● Consumer products segment: provides finished dietary supplement products that contain the Company's proprietary ingredients directly to consumers as well as to distributors.

● Ingredients segment: develops and commercializes proprietary-based ingredient technologies and supplies these ingredients as raw materials to the manufacturers of consumer products in various industries including the nutritional supplement, food, beverage and animal health industries.

● Analytical reference standards and services segment: includes (i) supply of phytochemical reference standards, (ii) scientific and regulatory consulting and (iii) other research and development services.

The "Corporate and other" classification includes corporate items not allocated by the Company to each reportable segment. Further, there are no intersegment sales that require elimination. The Company evaluates performance and allocates resources based on reviewing gross margin by reportable segment. The discontinued operations are not included in following statement of operations for business segments.

Year ended December 31, 2018 (In thousands)	Consumer Products segment	Ingredients segment	Analytical Reference Standards and Services segment	Corporate and other	Total
Net sales	$ 18,451	$ 8,565	$ 4,541	$ -	$ 31,557
Cost of sales	7,222	4,831	3,449	-	15,502
Gross profit	11,229	3,734	1,092	-	16,055
Operating expenses:					
Sales and marketing	15,063	727	747	-	16,537
Research and development	3,852	1,626	-	-	5,478
General and administrative	-	-	-	27,137	27,137
Other				75	75
Operating expenses	18,915	2,353	747	27,212	49,227
Operating income (loss)	$ (7,686)	$ 1,381	$ 345	$ (27,212)	$ (33,172)

Year ended December 30, 2017 (In thousands)	Consumer Products segment	Ingredients segment	Analytical Reference Standards and Services segment	Corporate and other	Total
Net sales	$ 5,465	$ 11,153	$ 4,583	$ -	$ 21,201
Cost of sales	2,190	5,492	3,042	-	10,724
Gross profit	3,275	5,661	1,541	-	10,477
Operating expenses:					
Sales and marketing	2,673	1,280	506	-	4,459
Research and development	1,104	2,903	-	-	4,007
General and administrative	-	-	-	17,642	17,642
Other	-	746	-	-	746
Operating expenses	3,777	4,929	506	17,642	26,854
Operating income (loss)	$ (502)	$ 732	$ 1,035	$ (17,642)	$ (16,377)

At December 31, 2018 (In thousands)	Consumer Products segment	Ingredients segment	Analytical Reference Standards and Services segment	Corporate and other	Total
Total assets	$ 7,407	$ 5,412	$ 1,213	$ 28,200	$ 42,232

At December 30, 2017 (In thousands)	Consumer Products segment	Ingredients segment	Analytical Reference Standards and Services segment	Corporate and other	Total
Total assets	$ 3,399	$ 9,742	$ 2,559	$ 47,024	$ 62,724

Disaggregation of revenue

We disaggregate our revenue from contracts with customers by type of goods or services for each of our segments, as we believe it best depicts how the nature, amount, timing and uncertainty of our revenue and cash flows are affected by economic factors. See details in the tables below.

Year Ended December 31, 2018 (In thousands)	Consumer Products Segment	Ingredients Segment	Analytical Reference Standards and Services Segment	Total
TRU NIAGEN®, Consumer Product	$ 18,451	$ -	$ -	$ 18,451
NIAGEN® Ingredient	-	5,169	-	5,169
Subtotal NIAGEN Related	$ 18,451	$ 5,169	$ -	$ 23,620
Other Ingredients	-	3,396	-	3,396
Reference Standards	-	-	3,455	3,455
Consulting and Other	-	-	1,086	1,086
Subtotal Other Goods and Services	$ -	$ 3,396	$ 4,541	$ 7,937
Total Net Sales	$ 18,451	$ 8,565	$ 4,541	$ 31,557

Year Ended December 30, 2017 (In thousands)	Consumer Products Segment	Ingredients Segment	Analytical Reference Standards and Services Segment	Total
TRU NIAGEN®, Consumer Product	$ 5,465	$ -	$ -	$ 5,465
NIAGEN® Ingredient	-	7,752	-	7,752
Subtotal NIAGEN Related	$ 5,465	$ 7,752	$ -	$ 13,217
Other Ingredients	-	3,401	-	3,401
Reference Standards	-	-	3,058	3,058
Consulting and Other	-	-	1,525	1,525
Subtotal Other Goods and Services	$ -	$ 3,401	$ 4,583	$ 7,984
Total Net Sales	$ 5,465	$ 11,153	$ 4,583	$ 21,201

Revenues from international sources

Revenues from International Sources	Year ended Dec. 31, 2018	Year ended Dec. 30, 2017
Consumer Products Segment	$4.2 million	$4.2 million
Ingredients Segment	$0.6 million	$0.4 million
Analytical Reference Standards and Services Segment	$1.7 million	$1.0 million
Total	$6.5 million	$5.6 million

*International sources include Europe, North America, South America, Asia and Oceania.

Long-lived assets

The Company's long-lived assets are located within the United States.

Disclosure of major customers

Major customers who accounted for more than 10% of the Company's total sales were as follows:

	Years Ended	
Major Customers	2018	2017
A.S. Watson Group - Related Party	*	19.4%
Thorne Research	*	10.2%
Life Extension	10.0%	*

* Represents less than 10%.

Major customers who accounted for more than 10% of the Company's total trade receivables were as follows:

	Percentage of the Company's Total Trade Receivables	
Major Customers	At December 31, 2018	At December 30, 2017
A.S. Watson Group - Related Party	15.9%	18.1%
Thorne Research	*	13.4%
Elysium Health (1)	51.2%	41.8%

* Represents less than 10%.
(1) There is ongoing litigation with Elysium Health

Disclosure of major vendors

Major vendors who accounted for more than 10% of the Company's total accounts payable were as follows:

Major Vendors	Percentage of the Company's Total Accounts Payable	
	At December 31, 2018	At December 30, 2017
Vendor A	36.8%	*
Vendor C	*	14.5%
Vendor D	*	10.4%
Vendor E	13.2%	10.3%

* Represents less than 10%.

Note 17. Other Expense

Loss from an ongoing litigation, Elysium

During the year ended December 30, 2017, the Company incurred a write-off of approximately $746,000 in gross trade receivable from Elysium related to royalties, due to inherent uncertainty about collecting all damages sought by the Company, as well as the Company's decision to not seek damages for any unpaid royalty payments under the License Agreement in connection with the defense of Elysium's claims for patent misuse and unjust enrichment. As a result of this write-off and after further analysis, the Company made an adjustment to the total allowance amount from ($800,000) to ($500,000).

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and principal financial officer carried out an evaluation of the effectiveness of our disclosure controls and procedures as of December 31, 2018. Pursuant to Rule13a−15(e) promulgated by the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") "disclosure controls and procedures" means controls and other procedures that are designed to insure that information required to be disclosed by us in the reports that we file with the Commission is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms. "Disclosure controls and procedures" include, without limitation, controls and procedures designed to insure that information that we are required to disclose in the reports we file with the Commission is accumulated and communicated to our principal executive officer and principal financial officer as appropriate to allow timely decisions regarding required disclosure. Based on their evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective as of December 31, 2018.

Inherent Limitations on Disclosure Controls and Procedures

The effectiveness of our disclosure controls and procedures is subject to various inherent limitations, including cost limitations, judgments used in decision making, assumptions about the likelihood of future events, the soundness of our systems, the possibility of human error, and the risk of fraud. Moreover, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions and the risk that the degree of compliance with policies or procedures may deteriorate over time. Because of these limitations, there can be no assurance that any system of disclosure controls and procedures, no matter how well conceived, will be successful in preventing all errors or fraud or in making all material information known in a timely manner to the appropriate levels of management.

Changes in Internal Control over Financial Reporting

There were no change in internal controls over financial reporting (as defined in Rule 13a−15(f) promulgated under the Exchange Act) that occurred during our fourth fiscal quarter that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

Management Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) and 15d-(f) under the Exchange Act. Our internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with U.S. generally accepted accounting principles. Our internal control over financial reporting include those policies and procedures that:

(i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets;

(ii) provide reasonable assurance that transactions are recorded as necessary to permit the preparation of our consolidated financial statements in accordance with U.S. generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and

(iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the consolidated financial statements.

Our management, including the undersigned principal executive officer and principal financial officer, assessed the effectiveness of our internal control over financial reporting as of December 31, 2018. In conducting its assessment, our management used the criteria issued by the Committee of Sponsoring Organizations of the Treadway Commission in *Internal Control—Integrated Framework in 2013*. Based on this assessment, our management concluded that, as of December 31, 2018, our internal control over financial reporting was effective based on those criteria.

Inherent Limitations on Internal Control

Internal control over financial reporting cannot provide absolute assurance of achieving financial reporting objectives because of its inherent limitations, including the possibility of human error and circumvention by collusion or overriding of control. Accordingly, even an effective internal control system may not prevent or detect material misstatements on a timely basis. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that the controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate. Accordingly, our internal control over financial reporting is designed to provide reasonable assurance of achieving their objectives.

Attestation Report of the Registered Public Accounting Firm

The effectiveness of our internal control over financial reporting has been audited by Marcum LLP, an independent registered public accounting firm, as stated in their attestation report in Item 8 of this Annual Report on Form 10-K, which expresses an unqualified opinion on the effectiveness of our internal control over financial reporting as of December 31, 2018.

Item 9B. Other Information

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

Information required by this item will be contained in the Proxy Statement and is incorporated herein by reference.

We have adopted a written Code of Business Conduct and Ethics (the "Ethics Code") that applies to all officers, directors and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. The Ethics Code is available on our website at www.chromadex.com. If we make any substantive amendments to the Ethics Code or grant any waiver from a provision of the Ethics Code to any executive officer or director, we will promptly disclose the nature of the amendment or waiver on our website or in a Current Report on Form 8-K.

Item 11. Executive Compensation

Information required by this item will be contained in the Proxy Statement and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Information required by this item will be contained in the Proxy Statement and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

Information required by this item will be contained in the Proxy Statement and is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services

Information required by this item will be contained in the Proxy Statement and is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a)(1) Financial Statements

Reference is made to Item 8 of this Annual Report on Form 10-K.

(a)(2) Financial Statement Schedules

All schedules have been omitted because they are not required or because the required information is given in the Financial Statements or Notes thereto set forth under Part II, Item 8 of this Annual Report on Form 10-K.

(a)(3) List of Exhibits

INDEX TO EXHIBITS

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of May 21, 2008, among Cody, CDI Acquisition, Inc. and ChromaDex, Inc. as amended on June 10, 2008 (incorporated by reference from, and filed as Exhibit 2.1 to the Company's Current Report on Form 8-K (File No. 333-140056) filed with the Commission on June 24, 2008) (1)
2.2	Asset Purchase Agreement, dated as of August 21, 2017, by and among Covance Laboratories Inc., ChromaDex, Inc., ChromaDex Analytics, Inc., and ChromaDex Corporation (incorporated by reference from, and filed as Exhibit 2.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on November 9, 2017)*(2)
2.3	Amendment to Asset Purchase Agreement, dated as of September 5, 2017, by and among Covance Laboratories Inc., ChromaDex, Inc., ChromaDex Analytics, Inc., and ChromaDex Corporation (incorporated by reference from, and filed as Exhibit 2.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on November 9, 2017)
3.1	Amended and Restated Certificate of Incorporation of ChromaDex Corporation, a Delaware corporation (incorporated by reference from, and filed as Exhibit 3.1 to the Company's Annual Report on Form 10-K (File No. 001-37752) filed with the Commission on March 15, 2018)
3.2	Certificate of Amendment to the Certificate of Incorporation of ChromaDex Corporation, a Delaware corporation (incorporated by reference from, and filed as Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 000-53290) filed with the Commission on April 12, 2016)
3.3	Bylaws of ChromaDex Corporation, a Delaware corporation (incorporated by reference from, and filed as Exhibit 3.2 to the Company's Current Report on Form 8-K (File No. 333-140056) filed with the Commission on June 24, 2008)
3.4	Amendment to Bylaws of ChromaDex Corporation, a Delaware corporation (incorporated by reference from, and filed as Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 001-37752) filed with the Commission on July 19, 2016)
4.1	Form of Stock Certificate representing shares of ChromaDex Corporation Common Stock (Effective through December 31, 2015, incorporated by reference from, and filed as Exhibit 4.1 of the Company's Annual Report on Form 10-K (File No. 000-53290) filed with the Commission on April 3, 2009)

4.2	Investor's Rights Agreement, effective as of December 31, 2005, by and between The University of Mississippi Research Foundation and ChromaDex (incorporated by reference from, and filed as Exhibit 4.1 to the Company's Current Report on Form 8-K (File No. 333-140056) filed with the Commission on June 24, 2008)
4.3	Tag-Along Agreement effective as of December 31, 2005, by and among the Company, Frank Louis Jaksch, Snr. & Maria Jaksch, Trustees of the Jaksch Family Trust, Margery Germain, Lauren Germain, Emily Germain, Lucie Germain, Frank Louis Jaksch, Jr., and the University of Mississippi Research Foundation (incorporated by reference from, and filed as Exhibit 4.2 to the Company's Current Report on Form 8-K (File No. 333-140056) filed with the Commission on June 24, 2008)
4.4	Form of Stock Certificate representing shares of ChromaDex Corporation Common Stock (Design effective from January 1, 2016 to December 9, 2018, incorporated as by reference from and filed as Exhibit 4.4 to the Company's Annual Report on Form 10-K (File No. 001-37752) filed with the Commission on March 17, 2016)
4.5	Form of Stock Certificate representing shares of ChromaDex Corporation Common Stock (New design effective as of December 10, 2018)❖
10.1	Second Amended and Restated 2007 Equity Incentive Plan effective March 13, 2007, as amended May 20, 2010 (incorporated by reference from, and filed as Appendix B to the Company's Current Definitive Proxy Statement on Schedule 14A (File No. 000-53290) filed with the Commission on May 4, 2010)(1)+
10.2	Form of Stock Option Agreement under the ChromaDex, Inc. Second Amended and Restated 2007 Equity Incentive Plan (incorporated by reference from, and filed as Exhibit 10.3 to the Company's Current Report on Form 8-K (File No. 333-140056) filed with the Commission on June 24, 2008)(1)+
10.3	Form of Restricted Stock Purchase Agreement under the ChromaDex, Inc. 2007 Equity Incentive Plan (incorporated by reference from, and filed as Exhibit 10.4 to the Company's Current Report on Form 8-K (File No. 333-140056) filed with the Commission on June 24, 2008)(1)+
10.4	Amended and Restated Employment Agreement dated April 19, 2010, by and between Frank L. Jaksch, Jr. and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Commission on April 22, 2010)(1)+
10.5	Amendment, dated June 22, 2018, to the Amended and Restated Employment Agreement, by and between Frank L. Jaksch Jr. and ChromaDex, Inc. (incorporated by reference to, and filed as Exhibit 10.2 to the Registrant's Current Report on Form 8-K (File No. 001-37752) filed with the Commission on June 28, 2018)+
10.6	Amended and Restated Employment Agreement dated April 19, 2010, by and between Thomas C. Varvaro and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.2 to the Company's Current Report on Form 8-K (File No. 000-53290) filed with the Commission on April 22, 2010)(1)+
10.7	Transition and Separation Agreement, dated December 15, 2017, by and between ChromaDex Corporation and Thomas C. Varvaro (incorporated by reference from, and filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-37752) filed with the Commission on December 21, 2017)+
10.8	Standard Industrial/Commercial Multi-Tenant Lease – Net dated December 19, 2006, by and between ChromaDex, Inc. and SCIF Portfolio II, LLC (incorporated by reference from, and filed as Exhibit 10.7 to the Company's Current Report on Form 8-K (File No. 333-140056) filed with the Commission on June 24, 2008)
10.9	First Amendment to Standard Industrial/Commercial Multi-Tenant Lease, made as of July 18, 2008, between SCIF Portfolio II, LLC ("Lessor") and ChromaDex, Inc. ("Lessee") (incorporated by reference from, and filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 000-53290) filed with the Commission on July 23, 2008)
10.10	Second Amendment to Standard Industrial/Commercial Multi-Tenant Lease, made as of May 7, 2013, between SCIF Portfolio II, LLC ("Lessor") and ChromaDex, Inc. ("Lessee") (incorporated by reference from, and filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 000-53290) filed with the Commission on May 7, 2013)
10.11	License Agreement, dated March 25, 2010 between the University of Mississippi and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 000-53290) filed with the Commission on May 18, 2010)*
10.12	First Amendment to License Agreement, made as of June 3, 2011 between the University of Mississippi and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 000-53290) filed with the Commission on August 11, 2011)*
10.13	Restated and Amended License Agreement, effective as of June 3, 2015 between the University of Mississippi and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (File No. 000-53290) filed with the Commission on August 13, 2015)*

10.14	License Agreement, dated July 5, 2011 between ChromaDex, Inc. and Cornell University (incorporated by reference from, and filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 000-53290) filed with the Commission on November 10, 2011)*
10.15	Exclusive License Agreement, dated September 8, 2011 between the Regents of the University of California and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (File No. 000-53290) filed with the Commission on November 10, 2011)*
10.16	First Amendment to the License Agreement, effective as of September 5, 2014 between the Regents of the University of California and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 000-53290) filed with the Commission on November 6, 2014)*
10.17	Second Amendment to the License Agreement, effective as of December 31, 2015, between the Regents of the University of California and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.8 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on November 10, 2016)*
10.18	Exclusive License Agreement, dated July 13, 2012 between Dartmouth College and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on November 10, 2016)
10.19	Exclusive License Agreement, dated March 7, 2013 between Washington University and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on November 10, 2016)
10.20	Amendment #1 to Exclusive License Agreement, effective as of December 15, 2015, between Washington University and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on November 10, 2016)
10.21	License Agreement, made as of August 1, 2013, between Green Molecular S.L., Inc. and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on November 10, 2016)
10.22	Employment Agreement by and between ChromaDex Corp. and Troy Rhonemus dated March 6, 2014 (incorporated by reference from, and filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 000-53290) filed with the Commission on March 10, 2014)+
10.23	Exclusive License Agreement, effective as of May 16, 2014 between Dartmouth College and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 000-53290) filed with the Commission on August 12, 2014)*
10.24	First Amendment to Exclusive License Agreement, effective as of June 13, 2016, between Dartmouth College and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.10 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on November 10, 2016)*
10.25	License Agreement, effective as of October 15, 2014 between University of Mississippi and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.40 to the Company's Annual report on Form 10-K (File No. 000-53290) filed with the Commission on March 19, 2015)*
10.26	First Amendment to Exclusive License Agreement, effective as of July 6, 2015, between University of Mississippi and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.7 to the Company's Quarterly report on Form 10-Q (File No. 001-37752) filed with the Commission on November 10, 2016)
10.27	Exclusive License and Supply Agreement, effective as of May 12, 2015 between Suntava, Inc. and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 000-53290) filed with the Commission on August 13, 2015)*
10.28	Lease Agreement, made as of April 14, 2016, by and between Longmont Diagonal Investments LLC and ChromaDex Analytics, Inc. (incorporated by reference from and filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 000-53290) filed with the Commission on April 20, 2016)
10.29	Supply Agreement, effective as of February 3, 2014, between Elysium Health, Inc. and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on May 12, 2016)*
10.30	Supply Agreement, effective as of June 26, 2014, between Elysium Health, Inc. and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on May 12, 2016)*
10.31	Amendment to Supply Agreement, effective as of February 19, 2016, between Elysium Health, Inc. and ChromaDex, Inc. (incorporated by reference from, and filed as Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on May 12, 2016)*

10.32	Form of Securities Purchase Agreement, dated as of June 3, 2016, between an existing stockholder and ChromaDex Corporation (incorporated by reference from and filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-37752) filed with the Commission on June 6, 2016)
10.33	Business Financing Agreement, dated as of November 4, 2016, between Western Alliance Bank and ChromaDex Corporation (incorporated by reference to, and filed as Exhibit 10.60 to the Registrant's Annual Report on Form 10-K (File No. 001-37752) filed with the Commission on March 16, 2017)
10.34	First Business Financing Modification Agreement, dated as of February 16, 2017, between Western Alliance Bank and ChromaDex Corporation (incorporated by reference to, and filed as Exhibit 10.61 to the Registrant's Annual Report on Form 10-K (File No. 001-37752) filed with the Commission on March 16, 2017)
10.35	Second Business Financing Modification Agreement, dated as of March 12, 2017, between Western Alliance Bank and ChromaDex Corporation (incorporated by reference to, and filed as Exhibit 10.62 to the Registrant's Annual Report on Form 10-K (File No. 001-37752) filed with the Commission on March 16, 2017)
10.36	Third Business Financing Modification Agreement, dated as of April 19, 2017, between Western Alliance Bank and ChromaDex Corporation (incorporated by reference from, and filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on August 10, 2017)
10.37	Fourth Business Financing Modification Agreement, dated as of July 13, 2017, between Western Alliance Bank and ChromaDex Corporation (incorporated by reference from, and filed as Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on August 10, 2017)
10.38	Fifth Business Financing Modification Agreement, dated as of August 21, 2017, by and among Western Alliance Bank, ChromaDex Corporation, ChromaDex, Inc., ChromaDex Analytics, Inc. and Healthspan Research, LLC (incorporated by reference from, and filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on November 9, 2017)
10.39	Form of Indemnity Agreement, between ChromaDex Corporation and each of its existing directors and executive officers. (incorporated by reference from and filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-37752) filed with the Commission on December 16, 2016)+
10.40	Amended and Restated Non-Employee Director Compensation Policy (incorporated by reference from, and filed as Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on August 9, 2018)+
10.41	Membership Interest Purchase Agreement effective as of March 12, 2017, by and among Robert Fried, Charles Brenner, Jeffrey Allen and the Registrant (incorporated by reference from and filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on May 11, 2017)
10.42	Form of Restricted Stock Award Agreement for Robert Fried (incorporated by reference from and filed as Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on May 11, 2017)+
10.43	Amended and Restated Executive Employment Agreement, dated June 22, 2018, by and between Robert Fried and ChromaDex Corporation (incorporated by reference to, and filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File No. 001-37752) filed with the Commission on June 28, 2018)+
10.44	Securities Purchase Agreement dated April 26, 2017, by and among the Company and the Purchasers (incorporated by reference from and filed as Exhibit 99.1 to the Company's Current Report on Form 8-K (File No. 001-37752) filed with the Commission on April 27, 2017)
10.45	Registration Rights Agreement, dated April 29, 2017, by and among the Company and the Purchasers (incorporated by reference from and filed as Exhibit 99.1 to the Company's Current Report on Form 8-K (File No. 001-37752) filed with the Commission on May 2, 2017)
10.46	First Amendment to Securities Purchase Agreement, dated May 24, 2017, by and among the Company and the Purchasers (incorporated by reference from and filed as Exhibit 99.1 to the Company's Current Report on Form 8-K (File No. 001-37752) filed with the Commission on May 25, 2017)
10.47	ChromaDex Corporation 2017 Equity Incentive Plan, as amended, and Form of Option Grant Notice, Form of Option Agreement, Form of Restricted Stock Award Grant Notice, Form of Restricted Stock Award Agreement, Form of Restricted Stock Unit Award Grant Notice and Form of Restricted Stock Unit Award Agreement thereunder (incorporated by reference to, and filed as Exhibit 99.1 to the Registrant's Current Report on Form 8-K (File No. 001-37752) filed with the Commission on June 28, 2018)+

10.48	License Agreement dated June 9, 2017, by and between ChromaPharma, Inc. and the Scripps Research Institute (incorporated by reference from and filed as Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on August 10, 2017)*
10.49	Research Funding Agreement dated June 9, 2017, by and between ChromaPharma, Inc. and the Scripps Research Institute (incorporated by reference from and filed as Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q (File No. 001-37752) filed with the Commission on August 10, 2017)*
10.50	Lease, dated July 6, 2017, by and between 10900 WILSHIRE L.L.C and ChromaDex, Inc.❖
10.51	First Amendment to Lease, dated February 7, 2018, by and between 10900 WILSHIRE L.L.C and ChromaDex, Inc.❖
10.52	Second Amendment to Lease, dated June 30, 2018, by and between 10900 WILSHIRE L.L.C and ChromaDex, Inc.❖
10.53	Third Amendment to Lease, dated November 9, 2018, by and between 10900 WILSHIRE L.L.C and ChromaDex, Inc.❖
10.54	Executive Employment Agreement, dated October 5, 2017, by and between Kevin M. Farr and ChromaDex Corporation (incorporated by reference from and filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-37752) filed with the Commission on October 10, 2017)+
10.55	Securities Purchase Agreement dated November 3, 2017, by and among the Company and the Purchasers (incorporated by reference from and filed as Exhibit 99.1 to the Company's Current Report on Form 8-K (File No. 001-37752) filed with the Commission on November 6, 2017)
10.56	Registration Rights Agreement, dated November 3, 2017, by and among the Company and the Purchasers (incorporated by reference from and filed as Exhibit 99.2 to the Company's Current Report on Form 8-K (File No. 001-37752) filed with the Commission on November 6, 2017)
10.57	Executive Employment Agreement, dated as of January 22, 2018, by and between Mark Friedman and ChromaDex Corporation (incorporated by reference from and filed as Exhibit 10.72 to the Company's Annual Report on Form 10-K (File No. 001-37752) filed with the Commission on March 15, 2018)+
10.58	Executive Employment Agreement, dated as of June 1, 2018, by and between Lisa Bratkovich and ChromaDex Corporation❖+
10.59	Separation and Release Agreement, dated as of November 20, 2018, by and between Troy Rhonemus and ChromaDex, Inc.❖+
10.60	Consultant Agreement, dated as of November 20, 2018, by and between Troy Rhonemus and ChromaDex, Inc.❖+
10.61	Employment Offer Letter, dated as of October 31, 2018, by ChromaDex Corporation and accepted by Matthew Roberts❖+
10.62	Supply Agreement, dated December 19, 2018, by and between ChromaDex, Inc. and Nestec Ltd.❖**
21.1	Subsidiaries of ChromaDex Corporation❖
23.1	Consent of Marcum, LLP, Independent Registered Public Accounting Firm❖
31.1	Certification of the Chief Executive Officer pursuant to §240.13a-14 or §240.15d-14 of the Securities Exchange Act of 1934, as amended❖
31.2	Certification of the Chief Financial Officer pursuant to §240.13a-14 or §240.15d-14 of the Securities Exchange Act of 1934, as amended❖
32.1	Certification pursuant to 18 U.S.C. Section 1350 (as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002)❖

_____

❖ Filed herewith.

(1) Plan and related Forms were assumed by ChromaDex Corporation pursuant to Agreement and Plan of Merger, dated as of May 21, 2008, among ChromaDex Corporation (formerly Cody Resources, Inc.), CDI Acquisition, Inc. and ChromaDex, Inc.

(2) Schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. ChromaDex Corporation undertakes to furnishsupplemental copies of any of the omitted schedules upon request by the Securities and Exchange Commission; provided,however, that ChromaDex Corporation may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any schedule so furnished.

\+ Indicates management contract or compensatory plan or arrangement.

* This Exhibit has been granted confidential treatment and has been filed separately with the Commission. The confidential portions of this Exhibit have been omitted and are marked by an asterisk.

** Confidential treatment has been requested with respect to certain portions of this exhibit. Omitted portions have been filed separately with the Commission. The confidential portions of this Exhibit have been omitted and are marked by an asterisk.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized, on the 7th day of March 2019.

CHROMADEX CORPORATION
By: /s/ ROBERT FRIED
Robert Fried
Chief Executive Officer

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Robert Fried and Kevin Farr, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this report, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ROBERT FRIED Robert Fried	Chief Executive Officer and Director (Principal Executive Officer)	March 7, 2019
/s/ KEVIN FARR Kevin Farr	Chief Financial Officer (Principal Financial and Accounting Officer)	March 7, 2019
/s/ FRANK L. JAKSCH JR. Frank L. Jaksch Jr.	Executive Chairman of the Board and Director	March 7, 2019
/s/ STEPHEN BLOCK Stephen Block	Director	March 7, 2019
/s/ JEFF BAXTER Jeff Baxter	Director	March 7, 2019
/s/ KURT GUSTAFSON Kurt Gustafson	Director	March 7, 2019
/s/ STEVEN RUBIN Steven Rubin	Director	March 7, 2019
/s/ TONY LAU Tony Lau	Director	March 7, 2019
/s/ WENDY YU Wendy Yu	Director	March 7, 2019

Exhibit 4.5

COMMON STOCK

PAR VALUE $0.001

COMMON STOCK

Certificate Number
ZQ00000000

Shares
**000000
***000000
****000000
*****000000
******000000

ChromaDex.

CHROMADEX CORPORATION

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

THIS CERTIFIES THAT

MR SAMPLE & MRS SAMPLE &
MR SAMPLE & MRS SAMPLE

SEE REVERSE FOR CERTAIN DEFINITIONS

CUSIP 171077 40 7

is the owner of

***ZERO HUNDRED THOUSAND
ZERO HUNDRED AND ZERO***

THIS CERTIFICATE IS TRANSFERABLE IN CITIES DESIGNATED BY THE TRANSFER AGENT, AVAILABLE ONLINE AT www.computershare.com

FULLY-PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF

ChromaDex Corporation (hereinafter called the "Company"), transferable on the books of the Company in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby, are issued and shall be held subject to all of the provisions of the Certificate of Incorporation, as amended, and the By-Laws, as amended, of the Company (copies of which are on file with the Company and with the Transfer Agent), to all of which each holder, by acceptance hereof, assents. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

Witness the facsimile seal of the Company and the facsimile signatures of its duly authorized officers.

Chief Executive Officer

Secretary

CHROMADEX CORPORATION CORPORATE SEAL June 19, 2008 DELAWARE

DATED DD-MMM-YYYY

COUNTERSIGNED AND REGISTERED:
COMPUTERSHARE TRUST COMPANY, N.A.
TRANSFER AGENT AND REGISTRAR,

By_____
AUTHORIZED SIGNATURE

SECURITY INSTRUCTIONS ON REVERSE

1234567

Exhibit 10.50

LEASE

10900 WILSHIRE, L.L.C.,

a Delaware limited liability company,

Landlord

and

CHROMADEX, INC.,

a California corporation,

Tenant

for

10900 Wilshire Boulevard

Los Angeles, California

July 6, 2017

TABLE OF CONTENTS

Schedule of Exhibits

LEASE

THIS LEASE is made as of the 6th day of July, 2017 ("**Effective Date**"), between 10900 WILSHIRE, L.L.C., a Delaware limited liability company ("**Landlord**"), and CHROMADEX, INC., a California corporation ("**Tenant**").

Landlord and Tenant hereby agree as follows:

ARTICLE 1

BASIC LEASE PROVISIONS

PREMISES	A portion of the sixth (6th) floor of the Building, currently known as Suite 601 and Suite 606, as more particularly shown on **Exhibit A**. The Premises shall be known as and designated as Suite 650 on and after the Effective Date.
BUILDING	The building, fixtures, equipment and other improvements and appurtenances now located or hereafter erected, located or placed upon the land known as 10900 Wilshire Boulevard, Los Angeles, California.
REAL PROPERTY	The Building, together with the plot of land upon which the Building, the Building Parking Facility and the Common Areas stand.
COMMENCEMENT DATE	The date upon which the Premises shall be Ready for Occupancy (defined in Section 3 of the Work Letter attached hereto as **Exhibit C** (the "**Work Letter**")).
EXPIRATION DATE	The date which is the last day of the fifty (50) month following the Commencement Date.
TERM	The period commencing on the Commencement Date and ending on the Expiration Date.
PERMITTED USES	Executive and general offices consistent with the character of the Building as a first-class office building.
BASE YEAR	Calendar year 2018.
TENANT'S PROPORTIONATE SHARE	1.903%
AGREED AREA OF BUILDING	237,146 rentable square feet, as mutually agreed by Landlord and Tenant.
AGREED AREA OF PREMISES	4,512 rentable (3,746 usable) square feet, as mutually agreed by Landlord and Tenant.

FIXED RENT

Months During Term	Fixed RentPer Annum	Fixed RentPer Month	Annual Fixed Rent Per Rentable Square Foot*
1-12**	$230,112.00	$19,176.00	$4.25
13-24*	$238,165.92	$19,847.16	$4.40
25-36	$246,501.72	$20,541.80	$4.55
37-50	$255,129.28	$21,260.77	$4.71

*The calculations of the monthly Fixed Rent per rentable square foot set forth above are approximate calculations based on a three and one half percent (3.5%) increase per annum.

**Notwithstanding the Fixed Rent schedule set forth above, (i) Tenant shall have no obligation to pay Fixed Rent for the Premises during the initial five (5) months of the Term, and (ii) Tenant shall only be obligated to pay an amount equal to (a) $11,224.25 per month of the Fixed Rent attributable to the Premises during the sixth (6th) through twelfth (12th) month of the initial Term, (b) $11,617.10 per month of the Fixed Rent attributable to the Premises during the thirteenth (13th) month of the initial Term, and (c) $18,437.10 per month of the Fixed Rent attributable to the Premises during the fourteenth (14th) month of the initial Term.

ADDITIONAL RENT	All sums other than Fixed Rent payable by Tenant to Landlord under this Lease, including Tenant's Tax Payment, Tenant's Operating Payment, late charges, overtime or excess service charges, damages, and interest and other costs related to Tenant's failure to perform any of its obligations under this Lease.
RENT	Fixed Rent and Additional Rent, collectively.
INTEREST RATE	The lesser of (i) four percent (4%) per annum above the then-current Base Rate, and (ii) the maximum rate permitted by applicable Requirements.
SECURITY DEPOSIT	$42,521.55.
TENANT'S ADDRESS FOR NOTICES	ChromaDex, Inc. 10005 Muirlands Suite GIrvine, CA 92618 Attention: Legal Department
LANDLORD'S ADDRESS FOR NOTICES	10900 Wilshire, L.L.C.% Tishman Speyer Properties, L.P.10900 Wilshire Boulevard, Suite 200Los Angeles, California 90024Attn: Property Manager With copies to: Tishman Speyer Properties, L.P.45 Rockefeller PlazaNew York, New York 10111Attn: Chief Legal Officer and: Tishman Speyer Properties, L.P.45 Rockefeller PlazaNew York, New York 10111Attn: Chief Financial Officer
TENANT'S BROKER	Cushman & Wakefield U.S., Inc.
LANDLORD'S AGENT	Tishman Speyer Properties, L.P. or any other person or entity designated at any time and from time to time by Landlord as Landlord's Agent.

All capitalized terms used in this Lease without definition are defined in Exhibit B.

ARTICLE 2

PREMISES; TERM; RENT

Section 2.1 Lease of Premises; Rentable Square Feet of Premises and Building. Subject to the terms of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises for the Term. Landlord and Tenant hereby agree that the rentable square feet and usable square feet of the Premises and rentable square feet of the office area of the Building have been agreed to by Landlord and Tenant and are as stipulated in Article 1, above. In addition, Landlord grants to Tenant the right to use, on a non-exclusive basis and in common with others, the Common Areas. Except as otherwise provided in this Lease, the manner in which the Common Areas are maintained and operated shall be at the reasonable discretion of Landlord and the use thereof shall be subject to the Rules and Regulations, which Rules and Regulations shall not be unreasonably or discriminatorily modified or enforced in a manner which will materially interfere with the conduct of Tenant's Permitted Uses from the Premises or Tenant's use of or access to the Premises, Building or Building Parking Facility. Notwithstanding anything above to the contrary, Landlord shall maintain and operate the Building in a first-class manner and condition consistent with that of other Comparable Buildings. Except when and where Tenant's right of access is specifically excluded as the result of (i) an emergency, (ii) a requirement by applicable Requirements, or (iii) a specific provision set forth in this Lease, Tenant shall have the right of access to the Premises, the Building, and the Building Parking Facility twenty-four (24) hours per day, seven (7) days per week during the Term.

Section 2.2 Commencement Date.

(a) In General. Upon the Effective Date, the terms and provisions hereof shall be fully binding on Landlord and Tenant. The Term of this Lease shall commence on the Commencement Date. Unless sooner terminated or extended as may be hereinafter provided, the Term shall end on the Expiration Date. Except as expressly set forth in Sections 2.2(a) and (b), below, if Landlord does not tender possession of the Premises to Tenant on or before any particular date, for any reason whatsoever, Landlord shall not be liable for any damage thereby, this Lease shall not be void or voidable thereby, and the Term shall not commence until the Commencement Date. Landlord shall be deemed to have tendered possession of the Premises to Tenant upon the giving of notice by Landlord to Tenant stating that the Premises are vacant, in the condition required by this Lease, with the Tenant Improvements Substantially Completed and available for Tenant's legal occupancy. No failure to tender possession of the Premises to Tenant on or before any particular date shall affect any other obligations of Tenant hereunder. At any time during the Term, Landlord may deliver to Tenant a Notice of Lease Term Dates in the form as set forth in **Exhibit G**, attached hereto, which notice Tenant shall execute and return to Landlord within five (5) days of receipt thereof.

(b) Abatement of Fixed Rent. Notwithstanding anything to the contrary set forth herein, but subject to the terms of this Section 2.2(b), below, in the event that Landlord fails to cause the Premises to be Ready for Occupancy on or before August 1, 2017 (the "**First Rent Credit Date**") for any reason other than an Unavoidable Delay or a Tenant Delay, then Tenant shall be entitled to an abatement of one (1) day of Fixed Rent attributable to the Premises for the number of days commencing as of the day immediately following the Rent Credit Date and continuing through the date that the Premises are Ready for Occupancy. Additionally, Notwithstanding anything to the contrary set forth herein, in the event that Landlord fails to cause the Premises to be Ready for Occupancy on or before August 11, 2017 (the "**Second Rent Credit Date**") for any reason other than an Unavoidable Delay or a Tenant Delay, then Tenant shall be entitled to an abatement of two (2) days of Fixed Rent attributable to the Premises for the number of days commencing as of the day immediately following the Second Rent Credit Date and continuing through the date that the Premises are Ready for Occupancy. Any Fixed Rent credit that Tenant may be entitled to under this Section 2.2(b) shall be applied as a credit against the Fixed Rent attributable to the Premises effective as of the sixth (6th) month of the initial Term. Except as set forth in Section 2.2(c), below, Tenant's right to an abatement of Fixed Rent as set forth in this Section 2.2(b) shall be Tenant's sole and exclusive remedy at law or in equity for Landlord's failure to cause the Premises to be Ready for Occupancy on or prior to the First Rent Credit Date and the Second Rent Credit Date, as applicable. The First Rent Credit Date and the Second Rent Credit Date shall each be extended to the extent of any Unavoidable Delay or any Tenant Delay. Tenant hereby acknowledges and agrees the First Rent Credit Date and the Second Rent Credit Date shall both be extended on a day-for-day basis by the period commencing on June 30, 2017 and continuing until the date upon which this Lease is executed by Tenant and delivered to Landlord.

(c) Tenant Termination Right. Notwithstanding anything to the contrary set forth herein, in the event that Landlord fails to cause the Premises to be Ready for Occupancy on or before September 30, 2017 (the "**Outside Date**") for any reason other than an Unavoidable Delay or a Tenant Delay, then, except as otherwise set forth in Section 2.2(b), the sole remedy of Tenant for such failure shall be the right to deliver a notice to Landlord (a "**Election Notice**") electing to terminate this Lease effective upon the date occurring five (5) Business Days following receipt by Landlord of the Election Notice (the "**Effective Termination Date**"). The Election Notice must be delivered by Tenant to Landlord, if at all, not earlier than the Outside Date (as the same may be extended pursuant to the terms of Section 2.2(c), below) nor later than five (5) Business Days after the Outside Date. In the event that Tenant fails to deliver to Landlord the Election Notice within five (5) Business Days following the Outside Date, then Tenant shall be deemed to have waived its right to terminate the Lease pursuant to the terms of this Section 2.2(c). The Outside Date shall be extended to the extent of any delay or delays caused by an Unavoidable Delay and any Tenant Delay. Upon any termination as set forth in this Section 2.2(c), Landlord and Tenant shall be relieved from any and all liability to each other resulting hereunder except that Landlord shall return to Tenant any prepaid rent and the Security Deposit (to the extent the same has been paid by Tenant). Tenant hereby acknowledges and agrees that the Outside Date shall be extended on a day-for-day basis by the period commencing on June 30, 2017 and continuing until the date upon which this Lease is executed by Tenant and delivered to Landlord.

Section 2.3 Payment of Rent.

(a) Tenant shall pay to Landlord, without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, except as may be expressly set forth in this Lease, in lawful money of the United States by check or wire transfer of funds, (i) Fixed Rent in equal monthly installments, in advance, on the first (1st) day of each month during the Term, commencing on the Commencement Date, and (ii) Additional Rent, at the times and in the manner set forth in this Lease.

Section 2.4 First Month's Rent. Tenant shall pay an amount equal to $11,224.25 upon the execution of this Lease ("**Advance Rent**"). The Advance Rent shall be credited towards Fixed Rent for the sixth (6th) month of the initial Term.

ARTICLE 3

USE AND OCCUPANCY

Tenant shall use and occupy the Premises for the Permitted Uses and for no other purpose. Tenant shall not use or occupy or permit the use or occupancy of any part of the Premises in a manner constituting a Prohibited Use. Tenant further covenants and agrees that Tenant shall not use, or suffer or permit any person or persons to use, the Premises or any part thereof for any use or purpose contrary to the provisions of the Rules and Regulations set forth in **Exhibit F**, attached hereto, or in violation of any applicable Requirements. Tenant shall not do or permit anything to be done in or about the Premises, (including, without limitation, the installation or use of any Alterations (defined in Section 5.1, below), Equipment defined in Section 5.7, below) or any other furniture, fixture and equipment, or Supplemental HVAC Systems (defined in Section 10.12, below) in the Premises), which will in any way damage the Building, or obstruct or interfere with the rights of other tenants or occupants of the Building, or injure or annoy them by reason of noise, odors, or vibrations. If Tenant uses the Premises for a purpose constituting a Prohibited Use, violating any Requirement or the terms of this Article 3, or causing the Real Property to be in violation of any Requirement or the terms of this Article 3, then Tenant shall promptly discontinue such use upon notice of such violation. Tenant, at its expense, shall procure and at all times maintain and comply with the terms and conditions of all licenses and permits required for the lawful conduct of the Permitted Uses in the Premises.

ARTICLE 4

CONDITION OF THE PREMISES

Tenant has inspected the Premises and agrees, except as otherwise specifically provided in the Work Letter and this Lease (a) to accept possession of the Premises in the condition existing on the Commencement Date “as is”, and (b) Landlord has no obligation to perform any work, supply any materials, incur any expense or make any alterations or improvements to prepare the Premises for Tenant’s occupancy. Subject to the terms of this Lease and the Work Letter and Landlord's on-going repair and maintenance obligations, as and to the extent set forth in this Lease, Tenant’s occupancy of any part of the Premises shall be conclusive evidence, as against Tenant, that Tenant has accepted possession of the Premises in its then current condition and at the time such possession was taken, the Premises and the Real Property were in a good and satisfactory condition as required by this Lease.

ARTICLE 5

ALTERATIONS

Section 5.1 Tenant’s Alterations.

(a) Tenant shall have the right, without Landlord's prior written consent, but upon five (5) Business Days prior written notice to Landlord (which notice shall contain a description of the contemplated work), to make strictly cosmetic, non-structural additions and alterations, such as painting, wall coverings and floor coverings to the Premises that (i) do not involve the expenditure of more than Twenty-Five Thousand and No/100 Dollars ($25,000.00) in the aggregate in any twelve (12) month period, and (ii) do not contain a Design Problem (defined below) (the foregoing additions and alterations described in this sentence are collectively referred to herein as "**Decorative Alterations**"). Except in connection with Decorative Alterations, Tenant shall not make any alterations, additions or other physical changes in or about the Premises (collectively, “**Alterations**”) without Landlord’s prior consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, that it shall be deemed reasonable for Landlord to withhold its consent to any Alterations that contain a Design Problem. A "**Design Problem**" is defined as and will be deemed to exist if any Alterations (i) are structural and adversely affect any Building Systems, (ii) are visible from outside of the Premises or affect the exterior appearance of the Building, (iii) affect the certificate of occupancy issued for the Building or the Premises, and/or (iv) violate any Requirement.

(b) Plans and Specifications. Prior to making any Alterations (other than Decorative Alterations), Tenant, at its expense, shall (i) submit to Landlord for its approval in accordance with Section 5.1(a) above, detailed plans and specifications ("**Plans**") of each proposed Alteration (other than Decorative Alterations), and with respect to any Alteration affecting any Building System, evidence that the Alteration has been designed by, or reviewed and approved by, Landlord's designated engineer for the affected Building System, (ii) obtain all permits, approvals and certificates required by any Governmental Authorities, (iii) furnish to Landlord duplicate original policies or certificates of worker's compensation (covering all persons to be employed by Tenant, and Tenant's contractors and subcontractors in connection with such Alteration), commercial general liability (including property damage coverage) and business auto insurance and Builder's Risk coverage (as described in Article 11) all in such form, with such companies, for such periods and in such amounts as Landlord reasonably requires, naming Landlord, Landlord's Agent, any Lessor and any Mortgagee as additional insureds, and (iv) furnish to Landlord reasonably satisfactory evidence of Tenant's ability to complete and to fully pay for such Alterations (other than Decorative Alterations).

(c) Governmental Approvals. Tenant, at its expense, shall, as and when required, promptly obtain certificates of partial and final approval of such Alterations required by any Governmental Authority and shall furnish Landlord with copies thereof, together with "as-built" Plans for such Alterations prepared on an AutoCAD Computer Assisted Drafting and Design System (or such other system or medium as Landlord may accept), using naming conventions issued by the American Institute of Architects in June, 1990 (or such other naming conventions as Landlord may accept) and magnetic computer media of such record drawings and specifications translated in DFX format or another format acceptable to Landlord.

Section 5.2 Manner and Quality of Alterations. All Alterations shall be performed (a) in a good and workmanlike manner and free from defects, (b) substantially in accordance with the Plans, and by contractors designated by Landlord, (c) in compliance with all Requirements, the terms of this Lease and all construction procedures and regulations then prescribed by Landlord, and (d) at Tenant's expense. All materials and equipment shall be of first quality and at least equal to the applicable standards for the Building then established by Landlord, and no such materials or equipment (other than Tenant's Property) shall be subject to any lien or other encumbrance. Upon completion of any Alterations hereunder, Tenant shall provide Landlord with copies of all construction contracts, proof of payment for all labor and materials, and final unconditional waivers of lien from all contractors, subcontractors, materialmen, suppliers and others having lien rights with respect to such Alterations, in the form prescribed by California law. In addition, Tenant shall cause a Notice of Completion to be recorded in the Office of the Recorder of the county in which the Real Property is located in accordance with Section 8182 of the Civil Code of the State of California or any successor statute and shall timely give all notices required pursuant to Section 8190 of the Civil Code of the State of California or any successor statute.

Section 5.3 Removal of Tenant's Property. Tenant's Property shall remain the property of Tenant and Tenant may remove the same at any time on or before the Expiration Date. On or before the Expiration Date (provided Landlord notified Tenant that Landlord may require the removal of any Specialty Alterations in the Premises at the time Landlord approved or consented to such Specialty Alterations), Tenant shall, unless otherwise directed by Landlord, at Tenant's expense, remove any Specialty Alterations and close up any slab penetrations caused by Tenant in the Premises. Tenant shall repair and restore, in a good and workmanlike manner, any damage to the Premises or the Real Property caused by Tenant's removal of any Alterations or Tenant's Property or by the closing of any slab penetrations, and upon default thereof, Tenant shall reimburse Landlord for Landlord's cost of repairing and restoring such damage. Any Specialty Alterations or Tenant's Property not so removed shall be deemed abandoned and Landlord may retain or remove and dispose of same, and repair and restore any damage caused thereby, at Tenant's cost and without accountability to Tenant. All other Alterations shall become Landlord's property upon termination of this Lease.

Section 5.4 Mechanic's Liens. Tenant, at its expense, shall discharge any lien or charge recorded or filed against the Real Property in connection with any work done or claimed to have been done by or on behalf of, or materials furnished or claimed to have been furnished to, Tenant, within ten (10) days after Tenant's receipt of notice thereof by payment, filing the bond required by law or otherwise in accordance with applicable Requirements.

Section 5.5 Labor Relations. Tenant shall not employ, or permit the employment of, any contractor, mechanic or laborer, or permit any materials to be delivered to or used in the Building, if, in Landlord's reasonable judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Building by Landlord, Tenant or others. If such interference or conflict occurs, upon Landlord's request, Tenant shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Building as soon as reasonably possible.

Section 5.6 Tenant's Costs. Tenant shall pay to Landlord, upon demand, all out-of-pocket third costs actually incurred by Landlord in connection with Alterations, including costs incurred in connection with (a) Landlord's review of the Alterations (i.e., cost of architectural and engineer review fees incurred in connection with the request for approval thereof), except in connection with Decorative Alterations, and (b) the provision of Building personnel during the performance of any Alteration, to operate elevators or otherwise to facilitate the Alterations after Ordinary Business Hours if requested by Tenant. In addition, if the Alterations exceed $25,000, Tenant shall pay to Landlord, upon demand, an administrative fee in an amount equal to five percent (5%) of the total cost of any Alterations other than Decorative Alterations (which shall be inclusive of any of the foregoing third party costs), in which event, at Landlord's request, Tenant shall deliver to Landlord reasonable supporting documentation evidencing the hard and soft costs incurred by Tenant in designing and constructing any Alterations.

Section 5.7 Tenant's Equipment. Tenant shall provide notice to Landlord prior to moving any heavy machinery, heavy equipment, freight, bulky matter or fixtures (collectively, "**Equipment**") into or out of the Building and shall pay to Landlord any reasonable and reasonably necessary out-of-pocket costs actually incurred by Landlord in connection therewith. If such Equipment requires special handling, Tenant agrees (a) to employ only persons holding all necessary licenses to perform such work, (b) all work performed in connection therewith shall comply with all applicable Requirements and (c) such work shall be done only during hours reasonably designated by Landlord.

Section 5.8 Compliance. The approval of Plans, or consent by Landlord to the making of any Alterations, does not constitute Landlord's representation that such Plans or Alterations comply with any Requirements. Landlord shall not be liable to Tenant or any other party in connection with Landlord's approval of any Plans, or Landlord's consent to Tenant's performing any Alterations, and Tenant's waiver and indemnity set forth in this Lease shall specifically apply to the Plans or Alterations. If any Alterations made by or on behalf of Tenant require Landlord to make any alterations or improvements to any part of the Real Property in order to comply with any Requirements, Tenant shall pay all reasonable, out-of-pocket costs and expenses incurred by Landlord in connection with such alterations or improvements.

Section 5.9 Floor Load. Tenant shall not place a load upon any floor of the Premises that exceeds fifty (50) pounds per square foot "live load". Landlord reserves the right to reasonably designate the position of all Equipment which Tenant wishes to place within the Premises, and to place limitations on the weight thereof.

ARTICLE 6

REPAIRS

Section 6.1 Landlord's Repair and Maintenance. Landlord shall operate, maintain and, except as provided in Section 6.2 hereof, make all necessary repairs (both structural and non-structural) to keep in first-class condition and operating order (i) the Base Building (defined below) and (ii) the Common Areas. For purposes of this Lease, the "**Base Building**" shall include, but not be limited, to the following: (a) roof structure and membrane; (b) exterior walls and glass; (c) floor/ceiling slabs and other structural portions of the Building, including, without limitation, the foundation, curtain wall, exterior glass, and mullions, columns, beams, shafts (including elevator shafts); and (d) Building Systems.

Section 6.2 Tenant's Repair and Maintenance. Subject to the terms of Section 6.2, below, Tenant shall promptly, at its expense and in compliance with Article 5, make all non-structural repairs to the Premises and the fixtures, equipment and appurtenances therein (including all electrical, plumbing, heating, ventilation and air conditioning, sprinklers and life safety systems in and serving the Premises from the point of connection to the Building Systems) (collectively, "**Tenant Fixtures**") as and when needed to preserve the Premises in good working order and condition, except for reasonable wear and tear and subject to Landlord's repair and maintenance obligations pursuant to the express provisions of this Lease (but such obligation shall not extend to the Based Building, except to the extent otherwise required pursuant to this Section 6.2 or Section 8.1(a) below). All damage to the Building or to any portion thereof, or to any Tenant Fixtures, requiring structural or non-structural repair caused by or resulting from any act, omission, neglect or improper conduct of a Tenant Party or the moving of Tenant's Property or Equipment into, within or out of the Premises by a Tenant Party, shall be repaired at Tenant's expense by (i) Tenant, if the required repairs are non-structural in nature and do not affect any Building System, or (ii) Landlord, if the required repairs are structural in nature, involve replacement of exterior window glass or affect any Building System. All Tenant repairs shall be of good quality utilizing new construction materials.

Notwithstanding anything set forth in this Section 6.2, above, to the contrary, Landlord shall cause all electrical, plumbing, heating, ventilation and air conditioning, sprinklers, life-alarm and life safety systems in and serving the Premises from the point of connection to the Building Systems which serve the Premises to be in good working condition and repair upon the delivery of the Premises to Tenant. The foregoing shall not be deemed to require Landlord to replace any such systems, as opposed to repair any such systems. If it is determined during the first twelve (12) months of the Term that any of such systems were not in good working condition and repair as of the date of Landlord's delivery of the Premises to Tenant, Landlord shall not be liable to Tenant for any damages, but, Landlord, at no cost to Tenant, shall perform such work or take such other action as may be necessary to place the same in good working condition and repair.

Section 6.3 Reserved Rights. Landlord reserves the right to make all changes, alterations, additions, improvements, repairs or replacements to the Real Property, including the Building Systems, including changing the arrangement or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets or other Common Areas (collectively, "**Work of Improvement**"), as Landlord deems necessary or desirable, provided that (a) the level of any Building service shall not decrease in any material respect from the level required of Landlord in this Lease as a result thereof (other than temporary changes in the level of such services during the performance of any such Work of Improvement), and (b) Tenant is not deprived of access to or use of the Premises for Permitted Use. Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises during the performance of such Work of Improvement. Subject to the foregoing, there shall be no Rent abatement (except as otherwise provided in Section 26.24 below) or allowance to Tenant for a diminution of rental value, no actual or constructive eviction of Tenant, in whole or in part, no relief from any of Tenant's other obligations under this Lease, and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant or others performing, or failing to perform, any Work of Improvement.

ARTICLE 7

INCREASES IN TAXES AND OPERATING EXPENSES

Section 7.1 Definitions. For the purposes of this Article 7, the following terms shall have the meanings set forth below:

(a) "**Assessed Valuation**" shall mean the amount for which the Real Property is assessed by the County Assessor of Los Angeles for the purpose of imposition of Taxes.

(b) "**Base Operating Expenses**" shall mean the Operating Expenses for the Base Year.

(c) "**Base Taxes**" shall mean the Taxes payable for the Base Year.

(d) "**Comparison Year**" shall mean each calendar year commencing subsequent to the Base Year.

(e) "**Operating Expenses**" shall mean the aggregate of all costs and expenses paid or incurred by or on behalf of Landlord in connection with the ownership, operation, repair and maintenance of the Real Property, including the rental value (at customary market rates) of Landlord's Building office and capital repairs, replacements, and improvements (collectively "**Capital Costs**") incurred after the Base Year only if such Capital Costs either (i) are reasonably intended to result in a reduction in Operating Expenses (as for example, a labor-saving improvement), provided the amount included in Operating Expenses in any Comparison Year shall not exceed an amount equal to the savings reasonably anticipated to result from the installation and operation of such improvement, and/or (ii) is made during any Comparison Year in compliance with applicable Requirements, except for such Capital Costs to remedy a condition existing prior to the Commencement Date, which a federal, state or municipal governmental authority, if it had knowledge of such condition prior to the Commencement Date, would have then required to be remedied pursuant to the then-current applicable Requirements in their form existing as of the Commencement Date. Such Capital Costs shall be amortized (with interest at the Base Rate) on a straight-line basis over its useful life in accordance with sound real estate management and accounting principles, consistently applied, and the amount included in Operating Expenses in any Comparison Year shall be equal to the annual amortized amount. Operating Expenses shall not include any Excluded Expenses. If during all or part of the Base Year or any Comparison Year, Landlord shall not furnish any particular item(s) of work or service (which would otherwise constitute an Operating Expense) to any occupable portions of the Building for any reason, then, for purposes of computing Operating Expenses for such period, the amount included in Operating Expenses for such period shall be increased by an amount equal to the costs and expenses that would have been reasonably incurred by Landlord during such period if Landlord had furnished such item(s) of work or service to such portion of the Building. If during all or part of the Base Year or any Comparison Year, Landlord shall not furnish any particular item(s) of work or service (which would otherwise constitute an Operating Expense) to any leasable portions of the Building for any reason, then, for purposes of computing Operating Expenses for such period, the amount included in Operating Expenses for such period shall be increased by an amount equal to the costs and expenses that would have been reasonably incurred by Landlord during such period if Landlord had furnished such item(s) of work or service to such portion of the Building. In determining the amount of Operating Expenses for the Base Year or any Comparison Year, if less than ninety-five percent (95%) of the Building rentable area is occupied by tenants at any time during any such Base Year or Comparison Year, Operating Expenses that vary based on occupancy shall be determined for such Base Year or Comparison Year, using sound real estate management principles consistently applied, to be an amount equal to the like expenses which would normally be expected to be incurred had such occupancy been ninety-five percent (95%) throughout the Base Year or such Comparison Year. To the extent that any facilities and equipment located in and/or personnel located at or serving the Real Property also serve any other building in the surrounding area (including, without limitation, Beverly Hills) which is owned or managed by an affiliate of Landlord (each, a "**Surrounding Building**" and collectively, the "**Surrounding Buildings**"), and/or to the extent that any service furnished to the Real Property is provided by facilities and equipment located in and/or personnel located at or serving a Surrounding Building, the cost of the use, operation, management, occupancy, maintenance, repair, upgrade and, to the extent permitted by clauses (i) and (ii) above (if applicable), replacement of such facilities and equipment and the compensation of such personnel, shall be deemed an Operating Expense of the Real Property, if and to the same extent that such cost would have constituted an Operating Expense had such facilities, equipment and personnel either served only the Real Property or been located in or at the Real Property, as applicable (i.e., Landlord shall not have the right to pass through any Excluded Expenses to Tenant pursuant to the terms of this last paragraph of Section 7.1(e)); provided, however, to the extent that any service or goods are furnished or supplied to both the Real Property and one or more Surrounding Buildings pursuant to the same agreement or by the same facilities, equipment and/or personnel, Operating Expenses for purposes of this Lease shall be limited to that portion of the Operating Expenses which is properly allocable, in Landlord's reasonable judgment, to the Real Property.

(f) "**Statement**" shall mean a statement containing a comparison of (i) Base Taxes and the Taxes for any Comparison Year, or (ii) Base Operating Expenses and the Operating Expenses for any Comparison Year.

(g) "**Taxes**" shall mean (i) all real estate taxes, assessments, sewer and water rents, rates and charges and other governmental levies, impositions or charges, whether general, special, ordinary, extraordinary, foreseen or unforeseen (including transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent), which may be assessed, levied or imposed upon all or any part of the Real Property, and (ii) all expenses (including reasonable attorneys' fees and disbursements and experts' and other witnesses' fees) incurred in contesting any of the foregoing or the Assessed Valuation of the Real Property (but such expenses will not be included in Base Taxes if incurred during the Base Year). Taxes shall not include (x) interest or penalties incurred by Landlord as a result of Landlord's late payment of Taxes, or (y) franchise, transfer, gift, inheritance, estate or net income taxes imposed upon Landlord. If Landlord elects to pay any assessment in annual installments, then (i) such assessment shall be deemed to have been so divided and to be payable in the maximum number of installments permitted by law, and (ii) there shall be deemed included in Taxes for each Comparison Year the installments of such assessment becoming payable during such Comparison Year, together with interest payable during such Comparison Year on such installments and on all installments thereafter becoming due as provided by law, all as if such assessment had been so divided. If at any time the methods of taxation prevailing on the Effective Date are altered so that in lieu of or as an addition to the whole or any part of Taxes, there shall be assessed, levied or imposed (1) a tax, assessment, levy, imposition or charge based on the income or rents received from the Real Property whether or not wholly or partially as a capital levy or otherwise, (2) a tax, assessment, levy, imposition or charge measured by or based in whole or in part upon all or any part of the Real Property and imposed upon Landlord, (3) a license fee measured by the rents, or (4) any other tax, assessment, levy, imposition, charge or license fee however described or imposed, including business improvement district impositions, then all such taxes, assessments, levies, impositions, charges or license fees or the part thereof so measured or based shall be deemed to be Taxes.

Section 7.2 Tenant's Tax Payment.

(a) If the Taxes payable for any Comparison Year exceed the Base Taxes, Tenant shall pay to Landlord Tenant's Proportionate Share of such excess ("**Tenant's Tax Payment**"). For each Comparison Year, Landlord shall furnish to Tenant a statement setting forth Landlord's reasonable estimate of Tenant's Tax Payment for such Comparison Year (the " **Tax Estimate**"). Tenant shall pay to Landlord on the first (1st) day of each month during such Comparison Year an amount equal to one-twelfth (1/12) of the Tax Estimate for such Comparison Year. If Landlord furnishes a Tax Estimate for a Comparison Year subsequent to the commencement thereof, then (i) until the first (1st) day of the month following the month in which the Tax Estimate is furnished to Tenant, Tenant shall pay to Landlord on the first (1st) day of each month an amount equal to the monthly sum payable by Tenant to Landlord under this Section 7.2 during the last month of the preceding Comparison Year, (ii) promptly after the Tax Estimate is furnished to Tenant or together therewith, Landlord shall give notice to Tenant stating whether the installments of Tenant's Tax Estimate previously made for such Comparison Year were greater or less than the installments of Tenant's Tax Estimate to be made for such Comparison Year in accordance with the Tax Estimate, and (x) if there shall be a deficiency, Tenant shall pay the amount thereof within thirty (30) days after demand therefor, or (y) if there shall have been an overpayment, Landlord shall credit the amount thereof against subsequent payments of Rent due hereunder, and (iii) on the first (1st) day of the month which is thirty (30) days following the month in which the Tax Estimate is furnished to Tenant, and on the first (1st) day of each month thereafter throughout the remainder of such Comparison Year, Tenant shall pay to Landlord an amount equal to one-twelfth (1/12) of the Tax Estimate. Landlord shall have the right, upon not less than 30 days prior written notice to Tenant, to reasonably adjust the Tax Estimate from time to time during any Comparison Year.

(b) As soon as reasonably practicable after Landlord has determined the Taxes for a Comparison Year, Landlord shall furnish to Tenant a Statement for such Comparison Year. If the Statement shows that the sums paid by Tenant under Section 7.2(a) exceeded the actual amount of Tenant's Tax Payment for such Comparison Year, Landlord shall credit the amount of such excess against subsequent payments of Rent due hereunder, or if no further payments of Rent are due hereunder, Landlord shall refund such amounts directly to Tenant. If the Statement for such Comparison Year shows that the sums so paid by Tenant were less than Tenant's Tax Payment for such Comparison Year, Tenant shall pay the amount of such deficiency within ten (10) Business Days after delivery of the Statement to Tenant.

(c) Only Landlord may institute proceedings to reduce the Assessed Valuation of the Real Property and the filings of any such proceeding by Tenant without Landlord's consent shall constitute an Event of Default. Landlord shall not be obligated to file any application or institute any proceeding seeking a reduction in Taxes or the Assessed Valuation. Notwithstanding anything to the contrary set forth in this Lease, the amount of Base Taxes and Taxes in any Comparison Year shall be calculated without taking into account any decreases in real estate taxes obtained in connection with Proposition 8, and, therefore, the Base Taxes and/or Taxes in any Comparison Year may be greater than those actually incurred by Landlord, but shall, nonetheless, be the Taxes due under this Lease; provided that (i) any reasonable costs and expenses incurred by Landlord in securing any Proposition 8 reduction shall not be deducted from Taxes nor included in Tenant's Tax Payment for purposes of this Lease, and (ii) tax refunds under Proposition 8 shall not be deducted from Taxes nor refunded to Tenant, but rather shall be the sole property of Landlord. Landlord and Tenant acknowledge this Section 7.2(c) is not intended to in any way affect the inclusion in Taxes of the statutory two percent (2.0%) annual increase in Taxes (as such statutory increase may be modified by subsequent legislation).

(d) Tenant shall be responsible for any applicable occupancy or rent tax now in effect or hereafter enacted and, if such tax is payable by Landlord, Tenant shall pay such amounts to Landlord, within thirty (30) days of Landlord's demand therefor.

(e) Tenant shall be obligated to make Tenant's Tax Payment regardless of whether Tenant may be exempt from the payment of any Taxes as the result of any reduction, abatement or exemption from Taxes granted or agreed to by any Governmental Authority, or by reason of Tenant's diplomatic or other tax-exempt status.

Section 7.3 Tenant's Operating Payment.

(a) If the Operating Expenses payable for any Comparison Year exceed the Base Operating Expenses, Tenant shall pay to Landlord Tenant's Proportionate Share of such excess ("**Tenant's Operating Payment**"). For each Comparison Year, Landlord shall furnish to Tenant a statement setting forth Landlord's reasonable estimate of Tenant's Operating Payment for such Comparison Year (the " **Expense Estimate**"). Tenant shall pay to Landlord on the first (1st) day of each month during such Comparison Year an amount equal to one-twelfth (1/12) of the Expense Estimate. If Landlord furnishes an Expense Estimate for a Comparison Year subsequent to the commencement thereof, then (i) until the first (1st) day of the month following the month in which the Expense Estimate is furnished to Tenant, Tenant shall pay to Landlord on the first (1st) day of each month an amount equal to the monthly sum payable by Tenant to Landlord under this Section 7.3 during the last month of the preceding Comparison Year, (ii) promptly after the Expense Estimate is furnished to Tenant or together therewith, Landlord shall give notice to Tenant stating whether the installments of Tenant's Operating Payment previously made for such Comparison Year were greater or less than the installments of Tenant's Operating Payment to be made for such Comparison Year in accordance with the Expense Estimate, and (x) if there shall be a deficiency, Tenant shall pay the amount thereof within ten (10) Business Days after demand therefor, or (y) if there shall have been an overpayment, Landlord shall credit the amount thereof against subsequent payments of Rent due hereunder, and (iii) on the first (1st) day of the month following the month in which the Expense Estimate is furnished to Tenant, and on the first (1st) day of each month thereafter throughout the remainder of such Comparison Year, Tenant shall pay to Landlord an amount equal to one-twelfth (1/12) of the Expense Estimate. Landlord shall have the right, upon not less than thirty (30) days prior written notice to Tenant, to reasonably adjust the Expense Estimate from time to time during any Comparison Year.

(b) On or before May 1st of each Comparison Year, Landlord shall furnish to Tenant a Statement for the immediately preceding Comparison Year. If the Statement shows that the sums paid by Tenant under Section 7.3(a) exceeded the actual amount of Tenant's Operating Payment for such Comparison Year, Landlord shall credit the amount of such excess against subsequent payments of Rent due hereunder, or if no further payments of Rent are due hereunder, Landlord shall refund such amounts directly to Tenant. If the Statement shows that the sums so paid by Tenant were less than Tenant's Operating Payment for such Comparison Year, Tenant shall pay the amount of such deficiency within ten (10) Business Days after delivery of the Statement to Tenant.

Section 7.4 Non-Waiver; Disputes.

(a) Landlord's failure to render any Statement on a timely basis with respect to any Comparison Year shall not prejudice Landlord's right to thereafter render a Statement with respect to such Comparison Year or any subsequent Comparison Year, nor shall the rendering of a Statement prejudice Landlord's right to thereafter render a corrected Statement for that Comparison Year. Notwithstanding the foregoing, Tenant shall not be responsible for Taxes or Operating Expenses attributable to any Comparison Year which are first billed to Tenant more than two (2) calendar years after the expiration of the applicable Comparison Year, provided that in any event Tenant shall be responsible for Taxes and Operating Expenses levied by any governmental authority or by any public utility companies at any time following the expiration of the Term which are attributable to any Comparison Year (provided that Landlord delivers to Tenant any such bill for such amounts within two (2) calendar years following Landlord's receipt of the bill therefor).

(b) Within one hundred eighty (180) days after receipt of a Statement by Tenant, Tenant or an agent of Tenant may, after reasonable notice to Landlord, inspect Landlord's records at Landlord's offices in Los Angeles. Each Statement sent to Tenant shall be conclusively binding upon Tenant unless Tenant (i) pays to Landlord when due the amount set forth in such Statement, without prejudice to Tenant's right to dispute such Statement, and (ii) within one hundred eighty (180) days after such Statement is sent, sends a notice to Landlord objecting to such Statement and specifying the reasons therefor. Tenant agrees that Tenant will not employ, in connection with any dispute under this Lease, any person or entity who is to be compensated in whole or in part, on a contingency fee basis. If the parties are unable to resolve any dispute as to the correctness of such Statement within thirty (30) days following such notice of objection, either party may refer the issues raised to a nationally recognized public accounting firm selected by Landlord and reasonably acceptable to Tenant, and the decision of such accountants shall be conclusively binding upon Landlord and Tenant. In connection therewith, Tenant and such accountants shall execute and deliver to Landlord a confidentiality agreement, in form and substance reasonably satisfactory to Landlord, whereby such parties agree not to disclose to any third party any of the information obtained in connection with such review. Tenant shall pay the fees and expenses relating to such procedure, unless such accountants determine that Landlord overstated Operating Expenses by more than five percent (5%) for such Comparison Year, in which case Landlord shall pay such fees and expenses. Except as provided in this Section 7.4, Tenant shall have no right whatsoever to dispute, by judicial proceeding or otherwise, the accuracy of any Statement.

Section 7.5 Proration. If the Commencement Date is not January 1, and provided that the Commencement Date does not occur in the Base Year, Tenant's Tax Payment and Tenant's Operating Payment for the Comparison Year in which the Commencement Date occurs shall be apportioned on the basis of the number of days in the year from the Commencement Date to the following December 31. If the Expiration Date occurs on a date other than December 31st, Tenant's Tax Payment and Tenant's Operating Payment for the Comparison Year in which such Expiration Date occurs shall be apportioned on the basis of the number of days in the period from January 1st to the Expiration Date. Upon the expiration or earlier termination of this Lease, any Additional Rent under this Article 7 shall be adjusted or paid within thirty (30) days after submission of the Statement for the last Comparison Year.

Section 7.6 No Reduction in Rent. In no event shall any decrease in Operating Expenses or Taxes in any Comparison Year below the Base Operating Expenses or Base Taxes, as the case may be, result in a reduction in the Fixed Rent or any other component of Additional Rent payable hereunder.

Section 7.7 Allocation of Operating Expenses and Taxes. Landlord shall have the right, from time to time, to equitably allocate some or all of the Operating Expenses and/or Taxes for the Real Property among different portions or occupants of the Real Property and/or the Building (the "**Cost Pools**"), in Landlord's discretion. Such Cost Pools may include, but shall not be limited to, the office space tenants of the Real Property and/or the Building, and the retail space tenants of the Real Property and/or the Building. The Operating Expenses and/or Taxes allocable to each such Cost Pool shall be allocated to such Cost Pool and charged to the tenants within such Cost Pool in an equitable manner.

Section 7.8 Intentionally Deleted.

Section 7.9 Tenant's Payment of Certain Real Estate Taxes. Notwithstanding any provision to the contrary contained in this Article 7, in the event that, at any time during the initial Term, any sale, transfer or change in ownership of the Building or Real Property or any part thereof occurs, or any change in equity participation, or if capital improvements are made (each, a "**Reassessment Event**"), and as a result thereof, the Building or Real Property is reassessed (the "**Reassessment**") for real estate tax purposes by the appropriate governmental authority pursuant to the terms of Proposition 13, then the terms of this Section 7.9 shall apply.

(a) The Tax Increase. For purposes of this Section 7.9, the term "**Tax Increase**" shall mean that portion of the real estate taxes, as calculated immediately following the Reassessment, which is attributable solely to the Reassessment. Accordingly, the term Tax Increase shall not include any portion of real estate taxes, as calculated immediately following the Reassessment, which (i) is attributable to the assessment of the value of the Building, the Base Building or the tenant improvements located in the Building immediately prior to the Reassessment, or (ii) is attributable to assessments which were pending immediately prior to the Reassessment, which assessments were conducted during, and included in, such Reassessment, or which assessments were otherwise rendered unnecessary following the Reassessment, or (iii) is attributable to the annual inflationary increase of real estate taxes (as such increases are determined by statute from time to time) or (iv) is attributable to any real estate taxes incurred during the Base Year (with such real estate taxes incurred during the Base Year calculated without regard to any Proposition 8 reduction in Taxes for the Base Year) or assessed prior to the Reassessment.

(b) Protection. During the initial Term only, Tenant shall not be obligated to pay any portion of the Tax Increase attributable to any Reassessment Event.

(c) Landlord's Right to Purchase the Proposition 13 Protection Amount Attributable to the Reassessment. The amount of real estate taxes which Tenant is not obligated to pay or will not be obligated to pay during the initial Term in connection with the Reassessment pursuant to the terms of this Section 7.9, shall be sometimes referred to hereafter as the "**Proposition 13 Protection Amount**." If, in connection with a pending or anticipated Reassessment Event, the occurrence of the Reassessment is reasonably foreseeable by Landlord and the Proposition 13 Protection Amount attributable to such Reassessment can be reasonably quantified or estimated for each applicable Lease Year commencing with the Lease Year in which the Reassessment will occur, the terms of this Section 7.9(c) shall apply to such Reassessment. Upon notice to Tenant, Landlord shall have the right to purchase the Proposition 13 Protection Amount relating to the Reassessment within a reasonable period of time prior to the pending or anticipated Reassessment Event by Landlord, by paying to Tenant an amount equal to the Proposition 13 Purchase Price (defined below). As used herein, "**Proposition 13 Purchase Price**" shall mean the present value of the Proposition 13 Protection Amount remaining during the applicable portion of the initial Term, as of the date of payment of the Proposition 13 Purchase Price by Landlord. Such present value shall be calculated (i) by using the portion of the Proposition 13 Protection Amount attributable to each such applicable remaining Lease Year (as though the portion of such Proposition 13 Protection Amount benefited Tenant at the end of each such Lease Year), as the amounts to be discounted, and (ii) by using discount rates for each amount to be discounted equal to six percent (6%) per annum. Upon such payment of the Proposition 13 Purchase Price, the provisions of Section 7.9(b) above shall not apply to the Tax Increase. Since Landlord is estimating the Proposition 13 Purchase Price because the Reassessment has not yet occurred, then when such Reassessment occurs, if Landlord has underestimated the Proposition 13 Purchase Price, then upon notice by Landlord to Tenant, Tenant's rent next due shall be credited with the amount of such underestimation, and if Landlord overestimates the Proposition 13 Purchase Price, then upon notice by Landlord to Tenant, rent next due shall be increased by the amount of the overestimation.

ARTICLE 8

REQUIREMENTS OF LAW

Section 8.1 Compliance with Requirements.

(a) Tenant's Compliance. Except to the extent otherwise specifically provided in this Lease, from and after the Commencement Date, Tenant, at its expense, shall comply with all Requirements applicable to the Premises and/or Tenant's use or occupancy thereof; provided, however, that Tenant shall not be obligated to comply with any Requirements related to or otherwise requiring any alterations to the Base Building or Common Areas unless the application of such Requirements arises from (i) the specific manner and/or nature of Tenant's use or occupancy of the Premises, as distinct from general office use, (ii) Alterations made by Tenant, or (iii) a breach by Tenant of any provisions of this Lease. Any repairs or alterations which are Tenant's responsibility hereunder and are required for compliance with applicable Requirements shall be made at Tenant's expense (1) by Tenant in compliance with Article 5 if such repairs or alterations are non-structural and do not affect any Building System, and to the extent such repairs or alterations do not affect areas outside the Premises, or (2) by Landlord if such repairs or alterations are structural or affect any Building System, or to the extent such repairs or alterations affect areas outside the Premises. If Tenant obtains knowledge of any failure to comply with any Requirements applicable to the Premises, Tenant shall give Landlord prompt notice thereof.

(b) Hazardous Materials. Tenant shall not cause or permit (i) any Hazardous Materials to be brought into the Real Property, (ii) the storage or use of Hazardous Materials in or about the Building or Premises (subject to the second sentence of this Section 8.1(b)), or (iii) the escape, disposal or release of any Hazardous Materials within or in the vicinity of the Real Property. Nothing herein shall be deemed to prevent Tenant's use of any Hazardous Materials customarily used in the ordinary course of office work, provided such use is in accordance with all Requirements. Tenant shall be responsible, at its expense, for all matters directly or indirectly based on, or arising or resulting from the presence of Hazardous Materials in the Real Property which is caused or permitted by a Tenant Party. Tenant shall provide to Landlord copies of all communications received by Tenant with respect to any Requirements relating to Hazardous Materials, and/or any claims made in connection therewith. Landlord or its agents may perform environmental inspections of the Premises upon at least twenty-four (24) hours prior notice to Tenant.

(c) Landlord's Compliance. Landlord shall comply with (or cause to be complied with) all Requirements applicable to the Base Building and the Common Areas which are not the obligation of Tenant, to the extent that non-compliance would (i) prohibit Tenant from obtaining or maintaining a certificate of occupancy for the Premises, (ii) unreasonably and materially affect the safety of Tenant's employees or create a significant health hazard for Tenant's employees, or (iii) materially impair Tenant's use and occupancy of the Premises for the Permitted Uses. All costs incurred by Landlord in connection with this Section 8.1(c) shall be included in Operating Expenses to the extent permitted under Section 7.1 of this Lease.

(d) Landlord's Insurance. Tenant shall not cause or permit any action or condition that would (i) invalidate or conflict with Landlord's insurance policies or be inconsistent with the recommendations of any of the issuers of such policies, (ii) violate applicable rules, regulations and guidelines of the Fire Department, or any other authority having jurisdiction over the Real Property, (iii) cause an increase in the premiums of insurance for the Real Property over that payable with respect to Comparable Buildings, unless Tenant pays to Landlord the amount of such increase, or (iv) result in Landlord's insurance companies' refusing to insure the Real Property or any property therein in amounts and against risks as reasonably determined by Landlord. If insurance premiums increase as a result of Tenant's failure to comply with the provisions of this Section 8.1, Tenant shall promptly cure such failure and shall reimburse Landlord for the increased insurance premiums paid by Landlord as a result of such failure by Tenant.

Section 8.2 Fire and Life Safety. Subject to the terms of Section 6.2, above, and Landlord's obligations under the Work Letter, Tenant shall maintain in good order and repair the sprinkler, fire-alarm and life-safety system in the Premises in accordance with this Lease including, without limitation, the provisions of Section 6.2 respecting any repairs affecting any Building System, the Rules and Regulations and all Requirements. If the Fire Insurance Rating Organization or any Governmental Authority or any of Landlord's insurers requires or recommends any modifications and/or alterations be made or any additional equipment be supplied in connection with the sprinkler system or fire alarm and life-safety system serving the Building by reason of Tenant's business, any Alterations performed by Tenant or the location of the partitions, Tenant's Property, or other contents of the Premises, Landlord (to the extent outside of the Premises) or Tenant (to the extent within the Premises) shall make such modifications and/or alterations, and supply such additional equipment, in either case at Tenant's expense.

Section 8.3 Required Disclosures Related to Accessibility Standards. For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a person certified as a Certified Access Specialist (CASp). In addition, the following notice is hereby provided pursuant to Section 1938(e) of the California Civil Code: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of and in connection with such notice: (i) Tenant, having read such notice and understanding Tenant's right to request and obtain a CASp inspection and with advice of counsel, hereby elects not to obtain such CASp inspection and forever waives its rights to obtain a CASp inspection with respect to the Premises, the Building and/or the Real Property to the extent permitted by applicable Requirements now or hereafter in effect; and (ii) if the waiver set forth in clause (i) hereinabove is not enforceable pursuant to applicable Requirements now or hereafter in effect, then Landlord and Tenant hereby agree as follows (which constitute the mutual agreement of the parties as to the matters described in the last sentence of the foregoing notice): (A) Tenant shall have the one-time right to request for and obtain a CASp inspection, which request must be made, if at all, in a written notice delivered by Tenant to Landlord within thirty (30) days after the Commencement Date; (B) any CASp inspection timely requested by Tenant shall be conducted (1) between the hours of 9:00 a.m. and 5:00 p.m. on any Business Day, (2) only after ten (10) days' prior written notice to Landlord of the date of such CASp inspection, (3) in a professional manner by a CASp designated by Landlord and without any testing that would damage the Premises, the Building or the Real Property in any way, (4) in accordance with all of the provisions of this Lease applicable to Tenant contracts for construction, and (5) at Tenant's sole cost and expense, including, without limitation, Tenant's payment of the fee for such CASp inspection, the fee for any reports and/or certificates prepared by the CASp in connection with such CASp inspection (collectively, the "**CASp Reports**") and all other costs and expenses in connection therewith; (C) Landlord shall be an express third party beneficiary of Tenant's contract with the CASp, and any CASp Reports shall be addressed to both Landlord and Tenant; (D) Tenant shall deliver a copy of any CASp Reports to Landlord within two (2) Business Days after Tenant's receipt thereof; (E) any information generated by the CASp inspection and/or contained in the CASp Reports shall not be disclosed by Tenant to anyone other than (I) contractors, subcontractors and/or consultants of Tenant, in each instance who have a need to know such information and who agree in writing not to further disclose such information, or (II) any governmental entity, agency or other person, in each instance to whom disclosure is required by applicable Requirements or by regulatory or judicial process; (F) Tenant, at its sole cost and expense, shall be responsible for making any improvements, alterations, modifications and/or repairs to or within the Premises to correct violations of construction-related accessibility standards, including, without limitation, any violations disclosed by such CASp inspection; and (G) if such CASp inspection identifies any improvements, alterations, modifications and/or repairs necessary to correct violations of construction-related accessibility standards relating to those items of the Building and/or the Real Property located outside the Premises, then Tenant shall be responsible for performing any such improvements, alterations, modifications and/or repairs as and to the extent required by applicable Requirements to the extent provided Section 8.1(a) of this Lease and Landlord shall be responsible for performing any such improvements, alterations, modifications and/or repairs as and to the extent required by applicable Requirements to the extent provided in Section 8.1(c) of this Lease.

ARTICLE 9

SUBORDINATION

Section 9.1 Subordination and Attornment.

(a) This Lease is subject and subordinate to all Mortgages and Superior Leases, and, at the request of any Mortgagee or Lessor, Tenant shall attorn to such Mortgagee or Lessor, its successors in interest or any purchaser in a foreclosure sale.

(b) If a Lessor or Mortgagee or any other person or entity shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or the delivery of a new lease or deed, then at the request of the successor landlord and upon such successor landlord's written agreement to accept Tenant's attornment and to recognize Tenant's interest under this Lease, Tenant shall be deemed to have attorned to and recognized such successor landlord as Landlord under this Lease. The provisions of this Section 9.1 are self-operative and require no further instruments to give effect hereto; provided, however, that Tenant shall promptly execute and deliver any instrument that such successor landlord may reasonably request (i) evidencing such attornment, (ii) setting forth the terms and conditions of Tenant's tenancy, and (iii) containing such other terms and conditions as may be required by such Mortgagee or Lessor, provided such terms and conditions do not increase the Rent, materially increase Tenant's other obligations or materially and adversely affect Tenant's rights under this Lease. Except as otherwise provided in any such instrument requested by such successor landlord or in any Superior Lease or Mortgage, upon such attornment, this Lease shall continue in full force and effect as a direct lease between such successor landlord and Tenant upon all of the terms, conditions and covenants set forth in this Lease except that such successor landlord shall not be

(i) liable for any act or omission of Landlord (except to the extent such act or omission continues beyond the date when such successor landlord succeeds to Landlord's interest and Tenant gives notice of such act or omission);

(ii) subject to any defense, claim, counterclaim, set-off or offset which Tenant may have against Landlord;

(iii) bound by any prepayment of more than one month's Rent to any prior landlord;

(iv) bound by any obligation to make any payment to Tenant which was required to be made prior to the time such successor landlord succeeded to Landlord's interest;

(v) bound by any obligation to perform any work or to make improvements to the Premises except for (x) repairs and maintenance required to be made by Landlord under this Lease, and (y) repairs to the Premises as a result of damage by fire or other casualty or a partial condemnation pursuant to the provisions of this Lease, but only to the extent that such repairs can reasonably be made from the net proceeds of any insurance or condemnation awards, respectively, actually made available to such successor landlord;

(vi) bound by any modification, amendment or renewal of this Lease made without successor landlord's consent to the extent such consent was required;

(vii) liable for the repayment of any security deposit or surrender of any letter of credit, unless and until such security deposit actually is paid or such letter of credit is actually delivered to such successor landlord; or

(viii) liable for the payment of any unfunded tenant improvement allowance, refurbishment allowance or similar obligation.

(c) Tenant shall from time to time within ten (10) days of request from Landlord execute and deliver any documents or instruments that may be reasonably required by any Mortgagee or Lessor to confirm any subordination.

Section 9.2 Mortgage or Superior Lease Defaults. Any Mortgagee may elect that this Lease shall have priority over the Mortgage and, upon notification to Tenant by such Mortgagee, this Lease shall be deemed to have priority over such Mortgage, regardless of the date of this Lease. In connection with any financing of the Real Property, Tenant shall consent to any reasonable modifications of this Lease requested by any lending institution, provided such modifications do not increase the Rent, materially increase the other obligations, or materially and adversely affect the rights, of Tenant under this Lease.

Section 9.3 Tenant's Termination Right. As long as any Superior Lease or Mortgage exists, and except as otherwise provided in any such Superior Lease or Mortgage, Tenant shall not seek to terminate this Lease by reason of any act or omission of Landlord until (a) Tenant shall have given notice of such act or omission to all Lessors and/or Mortgagees, and (b) a reasonable period of time shall have elapsed following the giving of notice of such default and the expiration of any applicable notice or grace periods (unless such act or omission is not capable of being remedied within a reasonable period of time), during which period such Lessors and/or Mortgagees shall have the right, but not the obligation, to remedy such act or omission and thereafter diligently proceed to so remedy such act or omission. Except as otherwise provided in any such Superior Lease or Mortgage, if any Lessor or Mortgagee elects to remedy such act or omission of Landlord, Tenant shall not seek to terminate this Lease so long as such Lessor or Mortgagee is proceeding with reasonable diligence to effect such remedy.

Section 9.4 Provisions. The provisions of this Article 9 shall (a) inure to the benefit of Landlord, any future owner of the Building or the Real Property, any Lessor or Mortgagee and any sublessor thereof and (b) apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of any such Superior Lease or Mortgage.

Section 9.5 Future Condominium Declaration. This Lease and Tenant's rights hereunder are and will be subject and subordinate to any condominium declaration, by-laws and other instruments (collectively, the "**Declaration**") which may be recorded regardless of the reason therefor, in order to permit a condominium form of ownership of the Building pursuant to the California Subdivision Map Act or any successor Requirement, provided that the Declaration does not by its terms increase the Rent, materially increase Tenant's non-Rent obligations or materially and adversely affect Tenant's rights under this Lease. At Landlord's request, and subject to the foregoing proviso, Tenant will execute and deliver to Landlord an amendment of this Lease confirming such subordination and modifying this Lease to conform to such condominium regime.

ARTICLE 10

SERVICES

Section 10.1 Electricity. Subject to any Requirements or any public utility rules or regulations governing energy consumption, Landlord shall furnish electricity to the Premises for Tenant's use for the Permitted Use in accordance with the Design Standards. If Landlord reasonably determines by the use of an electrical consumption survey or by other reasonable means that Tenant is using electric current (including overhead fluorescent fixtures) in excess of four (4) watts demand load per usable square foot of the Premises per hour during Ordinary Business Hours ("**Excess Electrical Usage**"), then Landlord shall have the right to charge Tenant an amount equal to Landlord's reasonable estimate of Tenant's Excess Electrical Usage, and shall have the further right to install an electric current meter, sub-meter or check meter in the Premises (a "**Meter**") to measure the amount of electric current consumed in the Premises. The cost of such Meter, special conduits, wiring and panels needed in connection therewith and the installation, maintenance and repair thereof shall be paid by Tenant. Tenant shall pay to Landlord, from time to time, but no more frequently than monthly, for its Excess Electrical Usage at the Premises, plus Landlord's charge equal to fifteen percent (15%) of Tenant's Excess Electrical Usage for Landlord's costs of maintaining, repairing and reading such Meter. The rate to be paid by Tenant for submetered electricity shall include any taxes or other charges in connection therewith.

Section 10.2 Excess Electricity. Tenant shall at all times comply with the rules and regulations of the utility company supplying electricity to the Building. Tenant shall not use any electrical equipment which, in Landlord's reasonable judgment, would exceed the capacity of the electrical equipment serving the Premises. If Landlord determines that Tenant's electrical requirements necessitate installation of any additional risers, feeders or other electrical distribution equipment (collectively, "**Electrical Equipment**"), or if Tenant provides Landlord with evidence reasonably satisfactory to Landlord of Tenant's need for excess electricity and requests that additional Electrical Equipment be installed, Landlord shall, at Tenant's expense, install such additional Electrical Equipment, provided that Landlord, in its sole judgment, determines that (a) such installation is practicable and necessary, (b) such additional Electrical Equipment is permissible under applicable Requirements, and (c) the installation of such Electrical Equipment will not cause permanent damage to the Building or the Premises, cause or create a hazardous condition, entail excessive or unreasonable alterations, interfere with or limit electrical usage by other tenants or occupants of the Building or exceed the limits of the switchgear or other facilities serving the Building, or require power in excess of that available from the utility company serving the Building. Any costs incurred by Landlord in connection therewith shall be paid by Tenant within ten (10) days after the rendition of a bill therefor.

Section 10.3 Elevators. Landlord shall provide passenger elevator service to the Premises twenty-four (24) hours per day, seven (7) days per week; provided, however, Landlord may limit passenger elevator service to one (1) passenger elevator during times other than Ordinary Business Hours. Landlord shall provide at least one freight elevator serving the Premises, available upon Tenant's prior request, on a non-exclusive "first come, first serve" basis with other Building tenants, on all Business Days from 7:00 a.m. to 6:00 p.m., which hours of operation are subject to change.

Section 10.4 Heating, Ventilation and Air Conditioning. Landlord shall furnish to the Premises heating, ventilation and air-conditioning ("**HVAC**") in accordance with the Design Standards set forth in **Exhibit D** during Ordinary Business Hours, provided that to the extent Tenant desires that Landlord furnish the Premises with HVAC during the Ordinary Business Hours on Saturdays, then Tenant shall notify Landlord using the same method as designated by Landlord for the providing of HVAC during Overtime Periods (provided that Landlord's providing of HVAC during the Ordinary Business Hours on Saturday shall not be an Overtime Period and Tenant shall not be separately charged for such HVAC usage). Landlord shall have access to all air-cooling, fan, ventilating and machine rooms and electrical closets and all other mechanical installations of Landlord (collectively, "**Mechanical Installations**"), and Tenant shall not construct partitions or other obstructions which may interfere with Landlord's access thereto or the moving of Landlord's equipment to and from the Mechanical Installations. No Tenant Party shall at any time enter the Mechanical Installations or tamper with, adjust, or otherwise affect such Mechanical Installations. Landlord shall not be responsible if the HVAC System fails to provide cooled or heated air, as the case may be, to the Premises in accordance with the Design Standards by reason of (i) any equipment installed by, for or on behalf of Tenant, which has an electrical load in excess of the average electrical load and human occupancy factors for the HVAC System as designed, or (ii) any rearrangement of partitioning or other Alterations made or performed by, for or on behalf of Tenant. Tenant agrees that, notwithstanding the proper operation of the HVAC System, Tenant's failure to keep operable windows in the Premises closed, and depending on the position of the sun during daylight hours, to lower the blinds, may affect the HVAC System's ability to meet the Design Standards. Tenant shall cooperate with Landlord and shall abide by the rules and regulations which Landlord may reasonably prescribe for the proper functioning and protection of the HVAC System.

Section 10.5 Overtime Freight Elevators and HVAC. The Fixed Rent does not include any charge to Tenant for the furnishing of any freight elevator service or HVAC to the Premises during any periods other than as set forth in Section 10.3 and Section 10.4 ("**Overtime Periods**"). If Tenant desires any such services during Overtime Periods, Tenant shall deliver notice to the Building office requesting such services at least 24 hours prior to the time Tenant requests such services to be provided; provided, however, that Landlord shall use reasonable efforts to arrange such service on such shorter notice as Tenant shall provide. If Landlord furnishes freight elevator during Overtime Periods, Tenant shall pay to Landlord the cost thereof at the then established rates for such services in the Building from time to time. If Landlord furnishes HVAC service during Overtime Periods, Tenant shall pay to Landlord the actual, out-of-pocket cost thereof for such HVAC service to Tenant, plus a charge for reasonable wear and tear, and an administration fee (the current rate for 2017 is $59.00 per hour, per floor for HVAC service, which rate is inclusive of an administration fee).

Section 10.6 Cleaning. Landlord shall cause the Premises (excluding any portions thereof used for the storage, preparation, service or consumption of food or beverages, as an exhibition area or classroom, for storage, as a shipping room, mail room or for similar purposes, for private bathrooms, showers or exercise facilities, as a trading floor, or primarily for operation of computer, data processing, reproduction, duplicating or similar equipment) to be cleaned during Business Days, substantially in accordance with the standards set forth in **Exhibit E**. Any areas of the Premises which Landlord is not required to clean hereunder or which require additional cleaning shall be cleaned, at Tenant's expense, by Landlord's cleaning contractor, at rates which shall be competitive with rates of other cleaning contractors providing comparable services to Comparable Buildings. Landlord's cleaning contractor and its employees shall have access to the Premises at all times except between 8:00 a.m. and 5:30 p.m. on weekdays which are not Observed Holidays.

Section 10.7 Water. Landlord shall provide water to the Premises for bathroom and kitchen purposes. If Tenant requires water for any additional purposes, Tenant shall pay for the cost of bringing water to the Premises and Landlord may install a meter to measure the water. Tenant shall pay the cost of such installation, and for all maintenance, repairs and replacements thereto, and for the reasonable charges of Landlord for the water consumed.

Section 10.8 Refuse Removal. Landlord shall provide refuse removal services at the Building, and Monday through Friday from the Premises, for ordinary office refuse and rubbish. Tenant shall pay to Landlord, within ten (10) Business Days after delivery of an invoice therefor, Landlord's reasonable charge for such removal to the extent that the refuse generated by Tenant exceeds the refuse customarily generated by general office tenants. Tenant shall not dispose of any refuse in the Common Areas, and if Tenant does so, Tenant shall be liable for Landlord's reasonable charge for such removal.

Section 10.9 Signage.

(a) Entry Signage. If other tenants occupy space on the floor on which the Premises is located, Tenant's identifying signage shall be provided by Landlord, at Landlord's cost, and such signage shall be comparable to that used by Landlord for other similar floors in the Building and shall comply with Landlord's then-current Building standard signage program.

(b) Directory. Landlord shall provide, at Landlord's cost, Tenant with its proportionate share of the available lines on the directory board located in the lobby of the Building, based on the rentable square footage of the Premises.

Section 10.10 Telecommunications. If Tenant requests that Landlord grant access to the Building to a telecommunications service provider designated by Tenant for purposes of providing telecommunications services to Tenant, Landlord shall use its good faith efforts to respond to such request within thirty (30) days. Tenant acknowledges that nothing set forth in this Section 10.10 shall impose any affirmative obligation on Landlord to grant such request and that Landlord, in its sole discretion, shall have the right to determine which telecommunications service providers shall have access to Building facilities.

Section 10.11 Service Interruptions. Landlord reserves the right to temporarily suspend any service when necessary, by reason of Unavoidable Delays, accidents or emergencies, or for any Work of Improvement which, in Landlord's reasonable judgment, is necessary or appropriate, until such Unavoidable Delay, accident or emergency shall cease or such Work of Improvement is completed and Landlord shall not be liable for any interruption, curtailment or failure to supply services, except as otherwise provided in Section 26.24 below. Landlord shall use reasonable and diligent efforts to minimize interference with Tenant's use and occupancy of or access to the Premises, Building and Building Parking Facility as a result of any such interruption, curtailment or failure of or defect in such service, or change in the supply, character and/or quantity of, electrical service, and to restore any such services, remedy such situation as soon as commercially possible and minimize any interference with Tenant's business. The exercise of any such right or the occurrence of any such failure by Landlord shall not, subject to the terms of Section 26.23, below constitute an actual or constructive eviction, in whole or in part, entitle Tenant to any compensation, abatement or diminution of Rent (except as otherwise provided in Section 26.24 below), relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or any Indemnified Party by reason of inconvenience to Tenant, or interruption of Tenant's business, or otherwise. Subject to Section 26.24 below, Landlord shall not be liable in any way to Tenant for any failure, defect or interruption of, or change in the supply, character and/or quantity of, electric service furnished to the Premises for any reason except if attributable to the gross negligence or willful misconduct of Landlord.

Section 10.12 Supplemental HVAC. The installation of any supplemental HVAC system in or exclusively serving the Premises for the purpose of providing supplemental air-conditioning to the Premises (the "**Supplemental HVAC System**") shall be governed by the terms of the Work Letter if installed as part of the Tenant Improvements, or thereafter by Article 5 of this Lease and this Section 10.12 if installed after the Commencement Date, and, if approved by Landlord pursuant to the terms of Article 5 of this Lease and this Section 10.12, shall be performed by Tenant as an Alteration at its sole cost and expense. All aspects of the Supplemental HVAC System (including, but not limited to, the plans and specifications therefor) shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, unless the structural aspects of the Building, the Building Systems, the exterior appearance of the Building and/or the certificate of occupancy issued for the Building or the Premises will be affected and/or the installation of the Supplemental HVAC System will violate any applicable Requirements, in which event Landlord's approval may be withheld in Landlord's sole and absolute discretion. Tenant shall be permitted, at Tenant's sole cost and expense, to access 277/480 volts of electricity (subject to availability) from the existing bus duct riser in connection with any approved Supplemental HVAC System. In connection with the foregoing, Landlord may, at Tenant's sole cost and expense, separately meter the electricity utilized by the Supplemental HVAC System, and, in any event, Tenant shall reimburse Landlord for the cost as reasonably determined by Landlord of all electricity utilized by the Supplemental HVAC System. Notwithstanding any provision to the contrary contained in this Lease, at Landlord's election prior to the expiration or earlier termination of this Lease, Tenant shall surrender the Supplemental HVAC System to Landlord with the Premises upon the expiration or earlier termination of this Lease, and Tenant shall thereafter have no further rights with respect thereto. In the event that Landlord fails to elect to have the Supplemental HVAC System surrendered to it upon the expiration or earlier termination of this Lease, then Tenant shall remove the Supplemental HVAC System prior to the expiration or earlier termination of this Lease, and repair all damage to the Building resulting from such removal, at Tenant's sole cost and expense. If Tenant fails to timely perform such removal and/or repair work, then Landlord may (but shall not be obligated to) perform such work at Tenant's sole cost and expense. Tenant shall be solely responsible, at Tenant's sole cost and expense, for the monitoring, operation, repair, replacement, and removal (subject to the foregoing terms of this Section 10.12), of the Supplemental HVAC System. In no event shall the Supplemental HVAC System be permitted to interfere with Landlord's operation of the Building. Any reimbursements owing by Tenant to Landlord pursuant to this Section 10.12 shall be payable by Tenant within ten (10) Business Days of Tenant's receipt of an invoice therefor.

Section 10.13 Tenant's Security System. Tenant may, at its own expense, install its own security system ("**Tenant's Security System**") in the Premises pursuant to the terms of Article 5 above; provided, however, that in the event Tenant's Security System ties into the Building security system or the Building Systems, Tenant shall coordinate the installation and operation of Tenant's Security System with Landlord to assure that Tenant's Security System is compatible with Landlord's security system and the Building Systems and to the extent that Tenant's Security System is not compatible with Landlord's security system or the Building Systems, Tenant shall not be entitled to install or operate it. Tenant shall be solely responsible, at Tenant's sole cost and expense, for the monitoring, operation and removal of Tenant's Security System, provided that, notwithstanding the foregoing, Tenant may install any security system it desires that does not require linkage with the Building security system and which does not affect the Building security system and which does not (i) create (a) an adverse effect on the structural integrity of the Building, (b) a non-compliance with applicable governmental regulations or building codes, (c) an adverse effect on the Building Systems, (d) an effect on the exterior appearance of the Building, or (e) unreasonable interference with the normal and customary office operations of any other tenant in the Building or Real Property, or (ii) adversely affect Landlord's ability to operate the Building. Tenant shall provide Landlord with any information reasonably required regarding Tenant's Security System in the event access to the Premises is necessary in an emergency. At Landlord's option, upon the expiration or earlier termination of the Term, Landlord may require Tenant to remove Tenant's Security System and repair all damage to the Building resulting from such removal, at Tenant's sole cost and expense.

ARTICLE 11

INSURANCE; PROPERTY LOSS OR DAMAGE

Section 11.1 Tenant's Insurance.

(a) Tenant, at its expense, shall obtain and maintain in full force and effect the following insurance policies throughout the Term:

(i) Commercial General Liability (CGL) Insurance on a claims made basis covering liability arising from premises operations, independent contractors, product-completed operations, personal injury, advertising injury, bodily injury, death and/or property damage occurring in or about the Building, under which Tenant is insured and Landlord, Landlord's Agent and any Lessors and any Mortgagees whose names have been furnished to Tenant are named as additional insureds (the "**Insured Parties**"), provided that any such coverage shall have an extended reported endorsement of three (3) years from the expiration or earlier termination of any such policy. Such insurance shall provide primary coverage without contribution from any other insurance or self-insurance carried by or for the benefit of the Insured Parties, and such insurance shall include blanket broad-form contractual liability coverage. The minimum limits of liability shall be a combined single limit with respect to each claim in an amount of not less than Five Million and No/100 Dollars ($5,000,000.00). Landlord shall retain the right to require Tenant to increase such coverage from time to time to that amount of insurance which in Landlord's reasonable judgment is then being customarily required by landlords for similar office space in Comparable Buildings, provided that in no event shall Landlord increase such coverage more than once every two (2) years. Except as otherwise set forth in this Section 11.1(a), there shall be no deductible in excess of Twenty Five Thousand and No/100 Dollars ($25,000.00) or self-insurance without the prior written consent of Landlord;

(ii) All-Risk Commercial Property Insurance insuring Tenant's Property (as defined in **Exhibit B**) and the Tenant-Insured Improvements (as defined in **Exhibit B**), for the full replacement cost thereof, having a deductible amount, if any, not in excess of Twenty-Five Thousand and No/100 Dollars ($25,000.00) without the prior written consent of Landlord. Earthquake sprinkler leakage coverage insuring Tenant's Property and the Tenant-Insured Improvements with a limit as close to the full replacement cost of such property covered as is reasonably available shall be provided. The Insured Parties shall be included as loss payee(s) with respect to the Tenant-Insured Improvements;

(iii) Builder's Risk during the performance of any Alteration, until completion thereof, on an "All Risk" basis, including a permission to complete and occupy and flood, including resulting water damage, endorsements, for full replacement cost covering the interest of Landlord and Tenant (and their respective contractors and subcontractors) in all work incorporated in the Building and all materials and equipment in or about the Premises, or evidence of such coverage under the property insurance policies set forth in (ii) above. The Insured Parties shall be named as additional insureds;

(iv) Workers' Compensation Benefits Insurance and Employer's Liability Insurance, with Worker's Compensation Benefits Insurance as required by law and Employer's Liability Insurance with a limit not less than One Million and No/100 Dollars ($1,000,000.00) each accident for bodily injury by accident and One Million and No/100 Dollars ($1,000,000.00) each employee for bodily injury by disease. A deductible or self-insured retention for such policy shall not exceed Twenty-Five Thousand and No/100 Dollars ($25,000.00) without the prior written consent of Landlord;

(v) Business Interruption Insurance covering a minimum of one year of anticipated gross Rent; and

(vi) such other insurance in such amounts as the Insured Parties may reasonably require from time to time, but in no event shall such increased amounts of insurance or such other reasonable types of insurance be in excess of that required by landlords of Comparable Buildings for tenants comparable in size to Tenant.

(b) Tenant shall provide the Insured Parties with prior written notice of any termination or material change to the policies that would affect the interest of any of the Insured Parties. All insurance required to be carried by Tenant shall be effected under valid and enforceable policies issued by reputable insurers authorized to do business in the State of California and rated in AM Best's Insurance Guide, or any successor thereto as having an AM Best's Rating of "A" or better and a Financial Size Category of at least "X" or better, or, if such ratings are not then in effect, the equivalent thereof or such other financial rating as Landlord may at any time consider appropriate.

(c) On or prior to the Commencement Date, Tenant shall deliver to Landlord appropriate certificates of insurance that evidence insurance required to be covered by this Article 11, the waivers of subrogation required by Section 11.2 below, the Insured Parties are named as additional insureds/loss payees as required pursuant to this Article 11, and the commercial general liability is primary, non-contributory, and not excess of any other valid and collectible insurance. Evidence of each renewal or replacement policies shall be delivered by Tenant to Landlord at least ten (10) days after the expiration of the policies.

(d) By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed a limitation on or transfer of Tenant's liability under the indemnities granted to Landlord in this Lease.

(e) All rights that inure to the benefit of the Landlord shall not be prejudiced by the expiration of the Lease.

(f) Tenant may satisfy the limits of liability required herein with a combination of umbrella and/or excess policies of insurance where applicable, provided that such policies comply with all of the provisions hereof (including, without limitation, with respect to scope of coverage and naming of the Insured Parties as additional insureds).

Notwithstanding any provision to the contrary set forth herein, Tenant shall have the right, without Landlord's consent, to carry a deductible amount of more than $25,000.00 (but in no event in excess of $250,000.00), provided that (a) Tenant's tangible net worth computed in accordance with generally accepted accounting principles consistently applied (and excluding goodwill, organization costs and other intangible assets) and financial standing is equal to or greater than $100,000,000.00, and (b) Tenant provides Landlord with evidence therefore.

Section 11.2 Waiver of Subrogation. Landlord and Tenant shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective property, the Premises or its contents or the Building, regardless of whether such loss or damage is caused by the negligence of Landlord or Tenant, arising out of any of the perils or casualties insured against by the property insurance policies carried, or required to be carried, by the parties pursuant to this Lease, but only to the extent covered by such insurance policies carried, or required to be carried, by the parties pursuant to this Lease. In addition, Landlord and Tenant shall have no liability to one another for any deductible amount carried under any policy, except with respect to Tenant's reimbursement of deductible amounts to Landlord as a part of Operating Expenses in accordance with Article 7 above. The insurance policies obtained by Landlord and Tenant pursuant to this Lease, shall permit waivers of subrogation which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not include blanket waiver of subrogation prior to loss, either Landlord or Tenant shall, at the request of the other party, arrange and deliver to the requesting party a waiver of subrogation endorsement in such form and content as may reasonably be required by the requesting party or its insurer. Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for, (i) damage to any Tenant-Insured Improvements, (ii) Tenant's Property, and (iii) any loss suffered by Tenant due to interruption of Tenant's business.

Section 11.3 Restoration.

(a) If the Premises are damaged by fire or other casualty, or if the Building is damaged such that Tenant is deprived of reasonable access to the Premises, the damage shall be repaired by Landlord, to substantially the condition of the Premises prior to the damage, subject to the provisions of any Mortgage or Superior Lease and only to the extent that such repairs can reasonably be made from the net proceeds of any insurance actually received by Landlord, but Landlord shall have no obligation to repair or restore (i) Tenant's Property or (ii) except as provided in Section 11.3(b), any Tenant-Insured Improvements. So long as Tenant is not in default beyond applicable grace or notice provisions in the payment or performance of its obligations under this Section 11.3, and provided Tenant timely delivers to Landlord either Tenant's Restoration Payment (as hereinafter defined) or the Restoration Security (as hereinafter defined) or Tenant expressly waives any obligation of Landlord to repair or restore any of Tenant's Tenant-Insured Improvements, then until the restoration of the Premises is Substantially Completed or would have been Substantially Completed but for Tenant Delay, Fixed Rent, Tenant's Tax Payment and Tenant's Operating Payment shall be reduced in the proportion by which the area of the part of the Premises which is not usable (or accessible) and is not used by Tenant bears to the total area of the Premises. If this Lease is terminated in connection with any fire or casualty and Tenant has obtained and maintained the insurance policies required under Section 11.1 of this Lease, then Tenant shall assign to Landlord all insurance proceeds payable to Tenant in connection with the Tenant-Insured Improvements. In addition, if this Lease is terminated in connection with any fire or casualty and Tenant has not obtained or maintained the insurance policies required under Section 11.1 of this Lease, then Tenant shall pay to Landlord an amount equal to the amount of the insurance proceeds that otherwise would have been payable to Tenant had Tenant complied with the insurance requirements set forth herein.

(b) As a condition precedent to Landlord's obligation to repair or restore any Tenant-Insured Improvements, Tenant shall (i) pay to Landlord upon demand a sum ("**Tenant's Restoration Payment**") equal to the amount, if any, by which (A) the cost, as estimated by a reputable independent contractor designated by Landlord, of repairing and restoring all Alterations and improvements in the Premises (including the Tenant Improvements) to their condition prior to the damage, exceeds (B) the cost of restoring the Premises with Building Standard Installations, or (ii) furnish to Landlord security (the "**Restoration Security**") in form and amount reasonably acceptable to Landlord to secure Tenant's obligation to pay all costs in excess of restoring the Premises with Building Standard Installations. If Tenant shall fail to deliver to Landlord either (1) Tenant's Restoration Payment or the Restoration Security, as applicable, or (2) a waiver by Tenant, in form satisfactory to Landlord, of all of Landlord's obligations to repair or restore any of the Tenant-Insured Improvements, in either case within fifteen (15) days after Landlord's demand therefor, Landlord shall have no obligation to restore any Tenant-Insured Improvements and Tenant's abatement of Fixed Rent, Tenant's Tax Payment and Tenant's Operating Payment shall cease when the restoration of the Premises (other than any Tenant-Insured Improvements) is Substantially Complete.

Section 11.4 Landlord's Termination Right. Notwithstanding anything to the contrary contained in Section 11.3, (a) if the Premises are totally damaged or are rendered wholly untenantable, (b) if the Building shall be so damaged that, in Landlord's reasonable opinion, substantial alteration, demolition, or reconstruction of the Building shall be required (whether or not the Premises are so damaged or rendered untenantable), (c) if any Mortgagee shall require that the insurance proceeds or any portion thereof be used to retire the Mortgage debt or any Lessor shall terminate the Superior Lease, as the case may be, or (d) if the damage is not fully covered, except for deductible amounts, by Landlord's insurance policies, then in any of such events, Landlord may, not later than sixty (60) days following the date of the damage, terminate this Lease by notice to Tenant, provided that if the Premises are not damaged, Landlord may not terminate this Lease unless Landlord similarly terminates the leases of other tenants in the Building aggregating at least fifty percent (50%) of the portion of the Building occupied for office purposes immediately prior to such damage. If this Lease is so terminated, (a) the Term shall expire upon the thirtieth (30^{th}) day after such notice is given, (b) Tenant shall vacate the Premises and surrender the same to Landlord, (c) Tenant's liability for Rent shall cease as of the date of the damage, and (d) any prepaid Rent for any period after the date of the damage and the Security Deposit shall be promptly refunded by Landlord to Tenant.

Section 11.5 Tenant's Termination Right. If the Premises are totally damaged and are thereby rendered wholly untenantable, or if the Building shall be so damaged that Tenant is deprived of reasonable access to the Premises, and if Landlord elects to restore the Premises, Landlord shall, within sixty (60) days following the date of the damage, cause a contractor or architect selected by Landlord to give notice (the "**Restoration Notice**") to Tenant of the date by which such contractor or architect estimates the restoration of the Premises (excluding any Tenant-Insured Improvements) shall be Substantially Completed. If such date, as set forth in the Restoration Notice, is more than twelve (12) months from the date of such damage, then Tenant shall have the right to terminate this Lease by giving notice (the "**Termination Notice**") to Landlord not later than thirty (30) days following delivery of the Restoration Notice to Tenant. If Tenant delivers a Termination Notice, this Lease shall be deemed to have terminated as of the date of the giving of the Termination Notice, in the manner set forth in the second sentence of Section 11.4.

Section 11.6 Final 18 Months. Notwithstanding anything to the contrary in this Article 11, if any damage during the final 18 months of the Term renders the Premises wholly untenantable, either Landlord or Tenant may terminate this Lease by notice to the other party within thirty (30) days after the occurrence of such damage and this Lease shall expire on the thirtieth (30^{th}) day after the date of such notice. For purposes of this Section 11.6, the Premises shall be deemed wholly untenantable if Tenant shall be precluded from using more than fifty percent (50%) of the Premises for the conduct of its business and Tenant's inability to so use the Premises is reasonably expected to continue for more than ninety (90) days.

Section 11.7 Landlord's Liability. Any Building employee to whom any property shall be entrusted by or on behalf of Tenant shall be deemed to be acting as Tenant's agent with respect to such property and neither Landlord nor its agents shall be liable for any damage to such property, or for the loss of or damage to any property of Tenant by theft or otherwise. None of the Insured Parties shall be liable for any injury or damage to persons or property or interruption of Tenant's business resulting from fire or other casualty, any damage caused by other tenants or persons in the Building or by construction of any private, public or quasi-public work, or any latent defect in the Premises or in the Real Property (except that Landlord shall be required to repair the same to the extent provided in Article 6). No penalty shall accrue for delays which may arise by reason of adjustment of casualty insurance on the part of Landlord or Tenant, or for any Unavoidable Delays arising from any repair or restoration of any portion of the Building, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises during the performance of any such repair or restoration.

ARTICLE 12

EMINENT DOMAIN

Section 12.1 Taking.

(a) Total Taking. If all or substantially all of the Real Property, the Building or the Premises shall be acquired or condemned for any public or quasi-public purpose (a "**Taking**"), this Lease shall terminate and the Term shall end as of the earlier of (i) the date possession is taken or (ii) the date of the vesting of title and Rent shall be prorated and adjusted as of such date.

(b) Partial Taking. Upon a Taking of only a part of the Real Property, the Building or the Premises then, except as hereinafter provided in this Article 12, this Lease shall continue in full force and effect, provided that from and after the earlier of (i) the date possession is taken or (ii) the date of the vesting of title, Fixed Rent and Tenant's Proportionate Share shall be modified to reflect the reduction of the Premises and/or the Building as a result of such Taking.

(c) Landlord's Termination Right. Whether or not the Premises are affected, Landlord may, by notice to Tenant, terminate this Lease upon a Taking of all or a portion of the Real Property, the Building or the Premises, provided that Landlord elects to terminate leases (including this Lease) affecting at least fifty percent (50%) of the rentable area of the Building.

(d) Tenant's Termination Right. If the part of the Real Property so Taken contains more than twenty percent (20%) of the total area of the Premises occupied by Tenant immediately prior to such Taking, or if, by reason of such Taking, Tenant no longer has reasonable means of access to the Premises, Tenant may terminate this Lease by notice to Landlord given within thirty (30) days following the date upon which Tenant is given notice of such Taking. If Tenant so notifies Landlord, this Lease shall end and expire upon the thirtieth (30th) day following the giving of such notice. If a part of the Premises shall be so Taken and this Lease is not terminated in accordance with this Section 12.1 Landlord, without being required to spend more than it collects as an award, shall, subject to the provisions of any Mortgage or Superior Lease, restore that part of the Premises not so Taken to a self-contained rental unit substantially equivalent (with respect to character, quality, appearance and services) to that which existed immediately prior to such Taking, excluding Tenant's Property and any Tenant-Insured Improvements.

(e) Apportionment of Rent. Upon any termination of this Lease pursuant to the provisions of this Article 12, Rent shall be apportioned as of, and shall be paid or refunded up to and including, the date of such termination.

Section 12.2 Awards. Upon any Taking, Landlord shall receive the entire award for any such Taking, and Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired portion of the Term or Tenant's Alterations; and Tenant hereby assigns to Landlord all of its right in and to such award. Nothing contained in this Article 12 shall be deemed to prevent Tenant from making a separate claim in any condemnation proceedings for the then value of any Tenant's Property or Tenant-Insured Improvements included in such Taking and for any moving expenses, provided any such award is in addition to, and does not result in a reduction of, the award made to Landlord.

Section 12.3 Temporary Taking . If all or any part of the Premises is Taken temporarily during the Term for any public or quasi-public use or purpose, Tenant shall give prompt notice to Landlord and the Term shall not be reduced or affected in any way and Tenant shall continue to pay all Rent payable by Tenant without reduction or abatement and to perform all of its other obligations under this Lease, except to the extent prevented from doing so by the condemning authority, and Tenant shall be entitled to receive any award or payment from the condemning authority for such use, which shall be received, held and applied by Tenant as a trust fund for payment of the Rent falling due.

ARTICLE 13

ASSIGNMENT AND SUBLETTING

Section 13.1 Consent Requirements.

(a) No Transfers. Except as expressly set forth herein, Tenant shall not assign, mortgage, pledge, encumber, or otherwise transfer this Lease, whether by operation of law or otherwise, and shall not sublet, or permit, or suffer the Premises or any part thereof to be used or occupied by others (whether for desk space, mailing privileges or otherwise), without Landlord's prior consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment, sublease, mortgage, pledge, encumbrance or transfer in contravention of the provisions of this Article 13 shall be void and shall constitute an Event of Default.

(b) Collection of Rent. If, without Landlord's consent, this Lease is assigned, or any part of the Premises is sublet or occupied by anyone other than Tenant or this Lease is encumbered (by operation of law or otherwise), Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent herein reserved. No such collection shall be deemed a waiver of the provisions of this Article 13, an acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the performance of Tenant's covenants hereunder, and in all cases Tenant shall remain fully liable for its obligations under this Lease.

(c) Further Assignment/Subletting. Landlord's consent to any assignment or subletting shall not relieve Tenant from the obligation to obtain Landlord's consent to any further assignment or subletting. In no event shall any permitted subtenant assign or encumber its sublease or further sublet any portion of its sublet space, or otherwise suffer or permit any portion of the sublet space to be used or occupied by others without Landlord's prior written consent.

Section 13.2 Tenant's Notice. If Tenant desires to assign this Lease or sublet all or any portion of the Premises (sometimes referred to herein as a "**Transfer**"), Tenant shall give notice (the "**Transfer Notice**") thereof to Landlord, which shall be accompanied by (a) with respect to an assignment of this Lease, the date Tenant desires the assignment to be effective, and (b) with respect to a sublet of all or a part of the Premises, a description of the portion of the Premises to be sublet, the commencement date of such sublease and the rent per rentable square foot Tenant will ask for such portion of the Premises ("**Tenant's Asking Rate**"). Notwithstanding the foregoing, in the event Tenant intends to assign this Lease or sublease all of the Premises, Tenant shall have the right, prior to submitting any such Transfer Notice, to deliver notice ("**Intention to Transfer Notice**") to Landlord of Tenant's intention or desire to assign this Lease or sublease all of the Premises, in which event, such Intention to Transfer Notice shall be deemed an offer from Tenant to Landlord of the right, at Landlord's option, to recapture and terminate this Lease with respect to the entire Premises effective as of the date set forth in the Intention to Transfer Notice. Such recapture option may be exercised by notice (the "**Recapture Notice**") from Landlord to Tenant within ten (10) Business Days after delivery of Tenant's Intention to Transfer Notice or the Transfer Notice, as applicable (i.e., if Tenant does not deliver to Landlord an Intention to Transfer Notice); provided, however, Landlord hereby acknowledges and agrees that Landlord shall have no right to recapture the Premises with respect to (i) an assignment or sublease pursuant to Section 13.8, below; or (ii) any sublease of less than the entire Premises. If Tenant delivers an Intention to Transfer Notice to Landlord, and Landlord declines, or fails to elect in a timely manner to recapture and terminate this Lease with respect to the entire Premises, then, Tenant shall thereafter be entitled to proceed to assign this Lease or sublease the entire Premises subject to Landlord's consent rights upon Landlord's receipt of a Transfer Notice but Landlord shall have no further right to recapture with respect to such assignment or sublease. If Landlord timely exercises its option to terminate this Lease by delivering a Recapture Notice following receipt of a Transfer Notice or an Intention to Transfer Notice, as applicable, then Tenant shall have the right to revoke its Intention to Transfer Notice by delivering a notice (the "**Rescission Notice**") to Landlord within five (5) Business Days following delivery of the Recapture Notice. In the event that Tenant delivers the Rescission Notice, then this Lease shall continue as if Tenant had never delivered the Intention to Transfer Notice. If Landlord timely exercises its option to terminate this Lease by delivering a Recapture Notice and Tenant does not thereafter timely deliver to Landlord the Rescission Notice, then , (a) this Lease shall end and expire on the date that such assignment or sublease was to commence, provided that such date is in no event earlier than ninety (90) days after the date of the above notice unless Landlord agrees to such earlier date, (b) Rent shall be apportioned, paid or refunded as of such date, (c) Tenant, upon Landlord's request, shall enter into an amendment of this Lease ratifying and confirming such termination, and (d) Landlord shall be free to lease the Premises (or any part thereof) to Tenant's prospective assignee or subtenant or to any other party.

Section 13.3 Intentionally Deleted.

Section 13.4 Conditions to Assignment/Subletting.

(a) Upon Landlord's receipt of a Transfer Notice, Landlord's consent to the proposed assignment or subletting shall not be unreasonably withheld or delayed. Such consent shall be granted or denied within ten (10) Business Days after delivery to Landlord of (i) a true and complete statement reasonably detailing the identity of the proposed assignee or subtenant ("**Transferee**"), the nature of its business and its proposed use of the Premises, (ii) current financial information with respect to the Transferee, including its most recent financial statements, (iii) a copy of the existing executed and/or proposed operative documents executed to evidence such Transfer (such as the final assignment agreement or final sublease agreement, as applicable), (items (i) through (iii) shall collectively be referred to herein as the "**Transfer Documents**"), provided that:

(A) in Landlord's reasonable judgment, the Transferee is engaged in a business or activity, and the Premises will be used in a manner, which (1) is in keeping with the typical standards of a first class office building in the greater West Los Angeles Marketplace, (2) is for the Permitted Uses, and (3) does not violate any restrictions set forth in this Lease, any Mortgage or Superior Lease or any negative covenant as to use of the Premises required by any other lease in the Building;

(B) the Transferee is reputable with sufficient financial means to perform all of its obligations under this Lease or the sublease, as the case may be;

(C) if Landlord has, or reasonably expects to have within 3 months thereafter, comparable space available in the Building, neither the Transferee nor any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with, the Transferee is then an occupant of the Building;

(D) the Transferee is not a person or entity (or affiliate of a person or entity) with whom Landlord is then or has been within the prior 3 months negotiating in connection with the rental of space in the Building;

(E) Tenant shall, upon demand, reimburse Landlord for all reasonable expenses incurred by Landlord in connection with such assignment or sublease, including any investigations as to the acceptability of the Transferee and all legal costs reasonably incurred in connection with the granting of any requested consent, but in no event in an amount exceeding Two Thousand Five Hundred and No/100 Dollars ($2,500.00) for a Transfer in the ordinary course of business;

(F) the proposed Transfer is either a sublease or a non-collateral complete assignment;

(G) the proposed Transfer would not cause Landlord to be in violation of any Requirements or any other lease, Mortgage, Superior Lease or agreement to which Landlord is a party and would not give a tenant of the Real Property a right to cancel its lease;

(H) the Transferee shall not be either a governmental agency or an instrumentality thereof, nor shall the Transferee be entitled, directly or indirectly, to diplomatic or sovereign immunity, regardless of whether the Transferee agrees to waive such diplomatic or sovereign immunity, and shall be subject to the service of process in, and the jurisdiction of the courts of, the County of Los Angeles and State of California; and

(I) Landlord has received assurances acceptable to Landlord in its sole discretion that all past due amounts owing from Tenant to Landlord, if any, will be paid and all defaults on the part of Tenant, if any, will be cured prior to the effective date of the proposed Transfer.

The parties hereby agree, without limitation as to other reasonable grounds for withholding consent, that it shall be reasonable under this Lease and under applicable Requirements for Landlord to withhold consent to any proposed Transfer based upon any of the foregoing criteria.

In the event that Landlord fails to provide its approval or disapproval of a proposed Transfer within ten (10) Business Days after delivery to Landlord of all of the Transfer Documents, and Tenant's Transfer Documents included the following statement in bold and capital letters: "**THIS IS A REQUEST FOR LANDLORD'S CONSENT PURSUANT TO THE TERMS OF SECTION 13.4: IF LANDLORD FAILS TO GRANT OR DENY ITS CONSENT WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF THIS NOTICE, THEN LANDLORD SHALL BE DEEMED TO HAVE CONSENTED TO THE PROPOSED TRANSFER**", then Tenant's proposed Transfer shall be deemed approved.

(b) With respect to each and every subletting and/or assignment approved by Landlord under the provisions of this Lease:

(i) no sublease shall be for a term ending later than the Expiration Date;

(ii) no Transferee shall take possession of any part of the Premises, until an executed counterpart of such sublease or assignment has been delivered to Landlord and approved by Landlord as provided in Section 13.4(a); and

(iii) each sublease shall be subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate; and Tenant and each Transferee shall be deemed to have agreed that upon the occurrence and during the continuation of an Event of Default hereunder, Tenant has hereby assigned to Landlord, and Landlord may, at its option, accept such assignment of, all right, title and interest of Tenant as sublandlord under such sublease, together with all modifications, extensions and renewals thereof then in effect and such Transferee shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be (A) liable for any previous act or omission of Tenant under such sublease, (B) subject to any counterclaim, offset or defense not expressly provided in such sublease or which theretofore accrued to such Transferee against Tenant, (C) bound by any previous modification of such sublease not consented to by Landlord or by any prepayment of more than one month's rent, (D) bound to return such Transferee's security deposit, if any, except to the extent Landlord shall receive actual possession of such deposit and such Transferee shall be entitled to the return of all or any portion of such deposit under the terms of its sublease, or (E) obligated to make any payment to or on behalf of such Transferee, or to perform any work in the sublet space or the Real Property, or in any way to prepare the subleased space for occupancy, beyond Landlord's obligations under this Lease. The provisions of this Section 13.4(b)(iii) shall be self-operative, and no further instrument shall be required to give effect to this provision, provided that the Transferee shall execute and deliver to Landlord any instruments Landlord may reasonably request to evidence and confirm such subordination and attornment.

Section 13.5 Binding on Tenant; Indemnification of Landlord. Notwithstanding any assignment or subletting or any acceptance of rent by Landlord from any Transferee, Tenant and any guarantor shall remain fully liable for the payment of all Rent due and for the performance of all the covenants, terms and conditions contained in this Lease on Tenant's part to be observed and performed, and any default under any term, covenant or condition of this Lease by any Transferee or anyone claiming under or through any Transferee shall be deemed to be a default under this Lease by Tenant. Tenant shall indemnify, defend, protect and hold harmless Landlord from and against any and all Losses resulting from any claims that may be made against Landlord by the Transferee or anyone claiming under or through any Transferee or by any brokers or other persons or entities claiming a commission or similar compensation in connection with the proposed assignment or sublease, irrespective of whether Landlord shall give or decline to give its consent to any proposed assignment or sublease, or if Landlord shall exercise any of its options under this Article 13.

Section 13.6 Tenant's Failure to Complete. If Landlord consents to a proposed assignment or sublease and Tenant fails to execute and deliver to Landlord such assignment or sublease within ninety (90) days after the giving of such consent, or if there are any material changes in the terms and conditions of the proposed assignment or sublease such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Article 13, then Tenant shall again comply with all of the provisions and conditions of Sections 13.2, 13.3 and 13.4 before assigning this Lease or subletting all or part of the Premises.

Section 13.7 Profits. If Tenant enters into any assignment or sublease permitted hereunder and consented to by Landlord, Tenant shall, within sixty (60) days of Landlord's consent to such assignment or sublease (but not as to any assignment or subletting which does not require Landlord's consent under Section 13.8 below), deliver to Landlord a list of Tenant's reasonable third-party brokerage fees and improvement costs, legal fees and architectural fees paid or to be paid in connection with such transaction, reasonable marketing costs, rental abatement, and monetary concessions provided to Transferee and, any fees paid to Landlord and in the case of any sublease, any actual costs incurred by Tenant in connection with such sublease, including separately demising the sublet space (collectively, "**Transaction Costs**"), together with a list of all of Tenant's Property to be transferred to such Transferee; provided, however, that Transaction Costs shall not include any rent paid by Tenant to Landlord, including with respect to the period Tenant is marketing the Premises or any portion thereof for sublease. The Transaction Costs shall be amortized, on a straight-line basis, over the term of any sublease. Tenant shall deliver to Landlord evidence of the payment of such Transaction Costs promptly after the same are paid. In consideration of such assignment or subletting, Tenant shall pay to Landlord:

(a) In the case of an assignment, on the effective date of the assignment, fifty percent (50%) of all sums and other consideration paid to Tenant by the Transferee (as opposed to the sale of the business) for or by reason of such assignment (excluding sums paid for the sale or rental of Tenant's Property, provided such sums paid for the sale or rental of Tenant's Property are not a subterfuge to avoid Tenant's obligations hereunder) after first deducting the Transaction Costs; or

(b) In the case of a sublease, fifty percent (50%) of any consideration payable under the sublease to Tenant by the Transferee which exceeds on a per square foot basis the Fixed Rent, Tenant's Tax Payment and Tenant's Operating Payment accruing during the term of the sublease in respect of the sublet space (together with any sums paid for services rendered by Tenant to the Transferee in excess of fair market value for such services and sums paid for the sale or rental of Tenant's Property, less the then fair market or rental value thereof, as reasonably determined by Landlord) after first deducting the monthly amortized amount of Transaction Costs. The sums payable under this clause shall be paid by Tenant to Landlord monthly as and when paid by the subtenant to Tenant.

The amount payable under this Section 13.7 with respect to any particular Transfer is sometimes referred to herein as the "**Transfer Premium**." Landlord or its authorized representatives shall have the right at all reasonable times upon not less than thirty (30) days prior notice to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, such event shall, at Landlord's option, be deemed to be an uncurable Event of Default (as such term is defined in Section 15.1 below) and Tenant shall, within thirty (30) days after demand, pay the deficiency, and if understated by more than five percent (5%), Tenant shall pay Landlord's costs of such audit.

Section 13.8 Transfers.

(a) Related Entities. If Tenant is a legal entity, the transfer (by one or more transfers), directly or indirectly, by operation of law or otherwise, of a majority of the stock or other beneficial ownership interest in Tenant (collectively, "**Ownership Interests**") or of all or substantially all of the assets of Tenant shall be deemed a voluntary assignment of this Lease; provided, however, that the provisions of this Article 13 shall not apply to the transfer of Ownership Interests in Tenant if and so long as Tenant is publicly traded on a nationally recognized stock exchange. The provisions of Section 13.1 and 13.7 shall not apply to transactions with a business entity into or with which Tenant is merged, consolidated or converted or to which all or substantially all of Tenant's assets are transferred so long as (i) such transfer was made for a legitimate independent business purpose and not for the purpose of transferring this Lease, (ii) the successor to Tenant has a tangible net worth computed in accordance with generally accepted accounting principles consistently applied (and excluding goodwill, organization costs and other intangible assets) that is sufficient to meet the obligations of Tenant under this Lease and is at least equal to the net worth of Tenant on the Effective Date, (iii) proof satisfactory to Landlord of such net worth is delivered to Landlord at least ten (10) days prior to the effective date of any such transaction, (iv) any such transfer shall be subject and subordinate to all of the terms and provisions of this Lease, and the transferee shall assume, in a written document reasonably satisfactory to Landlord and delivered to Landlord upon or prior to the effective date of such transfer, all the obligations of Tenant under this Lease, (v) Tenant and any guarantor shall remain fully liable for all obligations to be performed by Tenant under this Lease, and (vi) such transfer does not cause Landlord to be in default under any existing lease at the Real Property. Tenant may also, upon prior notice to Landlord, permit any business entity which controls, is controlled by, or is under common control with Tenant (a "**Related Entity**") to sublet all or part of the Premises for any Permitted Uses for so long as such entity remains a Related Entity or assign this Lease to such Related Entity, provided the Related Entity is in Landlord's reasonable judgment of a character and engaged in a business which is in keeping with the standards for the Building. Such sublease shall not be deemed to vest in any such Related Entity any right or interest in this Lease nor shall it relieve, release, impair or discharge any of Tenant's obligations hereunder. For the purposes hereof, "**control**" shall be deemed to mean ownership of not less than fifty percent (50%) of all of the Ownership Interests of such corporation or other business entity. Notwithstanding the foregoing, Tenant shall have no right to assign this Lease or sublease all or any portion of the Premises without Landlord's consent pursuant to this Section 13.8 if an Event of Default by Tenant exists under this Lease at the time of the proposed effective date of the Transfer.

(b) Applicability. The limitations set forth in this Section 13.8 shall apply to Transferee(s) and guarantor(s) of this Lease, if any, and any transfer by any such entity in violation of this Section 13.8 shall be a transfer in violation of Section 13.1.

(c) Modifications, Takeover Agreements. Any modification, amendment or extension of a sublease and/or any other agreement by which a landlord of a building other than the Building, or its affiliate, agrees to assume the obligations of Tenant under this Lease shall be deemed a sublease for the purposes of Section 13.1 hereof.

Section 13.9 Assumption of Obligations. No assignment or transfer shall be effective unless and until the Transferee (a) assumes Tenant's obligations under this Lease and (b) agrees that, notwithstanding such assignment or transfer, the provisions of Section 13.1 hereof shall be binding upon it in respect of all future assignments and transfers.

Section 13.10 Tenant's Liability. The joint and several liability of Tenant and any successors-in-interest of Tenant and the due performance of Tenant's obligations under this Lease shall not be discharged, released or impaired by any agreement or stipulation made by Landlord, or any grantee or assignee of Landlord, extending the time, or modifying any of the terms and provisions of this Lease, or by any waiver or failure of Landlord, or any grantee or assignee of Landlord, to enforce any of the terms and provisions of this Lease.

Section 13.11 Listings in Building Directory. The listing of any name other than that of Tenant on the doors of the Premises, the Building directory or elsewhere shall not vest any right or interest in this Lease or in the Premises, nor be deemed to constitute Landlord's consent to any assignment or transfer of this Lease or to any sublease of the Premises or to the use or occupancy thereof by others.

Section 13.12 Lease Disaffirmance or Rejection. If at any time after an assignment by Tenant named herein, this Lease is not affirmed or is rejected in any bankruptcy proceeding or any similar proceeding, or upon a termination of this Lease due to any such proceeding, Tenant named herein, upon request of Landlord given after such disaffirmance, rejection or termination (and actual notice thereof to Landlord in the event of a disaffirmance or rejection or in the event of termination other than by act of Landlord), shall (a) pay to Landlord all Rent and other charges due and owing by the assignee to Landlord under this Lease to and including the date of such disaffirmance, rejection or termination, and (b) as "tenant," enter into a new lease of the Premises with Landlord for a term commencing on the effective date of such disaffirmance, rejection or termination and ending on the Expiration Date, at the same Rent and upon the then executory terms, covenants and conditions contained in this Lease, except that (i) the rights of Tenant named herein under the new lease shall be subject to the possessory rights of the assignee under this Lease and the possessory rights of any persons or entities claiming through or under such assignee or by virtue of any statute or of any order of any court, (ii) such new lease shall require all defaults existing under this Lease to be cured by Tenant named herein with due diligence, and (iii) such new lease shall require Tenant named herein to pay all Rent which, had this Lease not been so disaffirmed, rejected or terminated, would have become due under the provisions of this Lease after the date of such disaffirmance, rejection or termination with respect to any period prior thereto. If Tenant named herein defaults in its obligations to enter into such new lease for a period of ten (10) days after Landlord's request, then, in addition to all other rights and remedies by reason of default, either at law or in equity, Landlord shall have the same rights and remedies against Tenant named herein as if it had entered into such new lease and such new lease had thereafter been terminated as of the commencement date thereof by reason of Tenant's default thereunder.

ARTICLE 14

ACCESS TO PREMISES

Section 14.1 Landlord's Access.

(a) Subject to the terms of Section 26.24 below, Landlord, Landlord's agents and utility service providers servicing the Real Property may erect, use and maintain concealed ducts, pipes and conduits in and through the Premises provided such use does not cause the usable area of the Premises to be reduced beyond a *de minimis* amount. Landlord shall promptly repair any damage to the Premises caused by any work performed pursuant to this Article 14.

(b) Subject to the terms of Section 26.24 below, Landlord, any Lessor or Mortgagee and any other party designated by Landlord and their respective agents shall have the right to enter the Premises at all reasonable times, upon reasonable notice (which notice may be oral by electronic mail) except in the case of emergency (in which event no notice shall be required), to examine the Premises, to show the Premises to prospective purchasers, Mortgagees, or Lessors and their respective agents and representatives and to perform Work of Improvement to the Premises or the Real Property or during the last twelve (12) months to prospective tenants.

(c) All parts (except surfaces facing the interior of the Premises) of all walls, windows and doors bounding the Premises, all balconies, terraces and roofs adjacent to the Premises, all space in or adjacent to the Premises used for shafts, stacks, stairways, mail chutes, conduits and other mechanical facilities, Building Systems, Building facilities and Common Areas are not part of the Premises, and Landlord shall have the use thereof and access thereto through the Premises for the purposes of Building operation, maintenance, alteration and repair.

Section 14.2 Building Name. Landlord has the right at any time to change the name, number or designation by which the Building is commonly known.

Section 14.3 Light and Air. If at any time any windows of the Premises are temporarily darkened or covered over by reason of any Work of Improvement, any of such windows are permanently darkened or covered over due to any Requirement or there is otherwise a diminution of light, air or view by another structure which may hereafter be erected (whether or not by Landlord), Landlord shall not be liable for any damages and Tenant shall not be entitled to any compensation or abatement of any Rent, nor shall the same release Tenant from its obligations hereunder or constitute an actual or constructive eviction.

ARTICLE 15

DEFAULT

Section 15.1 Tenant's Defaults. Each of the following events shall be an "**Event of Default**" hereunder:

(a) Tenant fails to pay when due any installment of Rent (provided that Tenant shall be entitled to a grace period before such failure to pay shall constitute an Event of Default of five (5) Business Days after written notice by Landlord to Tenant that such amount is past due for the first late payment of Rent during any twelve (12) month period); or

(b) Except for an Event of Default falling within the terms of subsections (a), (c), (d), (e) or (f), hereof, Tenant fails to observe or perform any other term, covenant or condition of this Lease and such failure continues for more than thirty (30) days after notice by Landlord to Tenant of such default, or if such default is of a nature that it cannot be completely remedied within thirty (30) days, failure by Tenant to commence to remedy such failure within said thirty (30) days, and thereafter diligently prosecute to completion all steps necessary to remedy such default, provided in all events the same is completed within ninety (90) days; or

(c) Tenant fails to observe or perform according to the provisions of Articles 3 or 9 or Section 26.10 of this Lease where such failure continues for more than three (3) Business Days after notice from Landlord; or

(d) if Landlord applies or retains any part of the security held by it hereunder, and Tenant fails to deposit with Landlord the amount so applied or retained by Landlord, within five (5) Business Days after notice by Landlord to Tenant stating the amount applied, retained, as applicable; or

(e) Tenant files a voluntary petition in bankruptcy or insolvency, or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or makes an assignment for the benefit of creditors or seeks or consents to or acquiesces in the appointment of any trustee, receiver, liquidator or other similar official for Tenant or for all or any part of Tenant's property; or

(f) A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant bankrupt, or appointing a trustee, receiver or liquidator of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

The notice periods provided herein are in lieu of, and not in addition to, any notice periods provided by applicable Requirements.

Section 15.2 Landlord's Remedies. If Landlord elects to terminate this Lease, pursuant to Section 1951.2 of the California Civil Code, Landlord shall be entitled to recover from Tenant the aggregate of:

(a) The worth at the time of award of the unpaid rent earned as of the date of the termination hereof;

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after the date of termination hereof until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;

(d) Any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom; and

(i) Any other amount which Landlord may hereafter be permitted to recover from Tenant to compensate Landlord for the detriment caused by Tenant's default.

For the purposes of this Section 15.2, "rent" shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others, the "time of award" shall mean the date upon which the judgment in any action brought by Landlord against Tenant by reason of such Event of Default is entered or such earlier date as the court may determine; the "worth at the time of award" of the amounts referred to in Sections 15.2(a) and 15.2(b)(shall be computed by allowing interest on such amounts at the Interest Rate; and the "worth at the time of award" of the amount referred to in Section 15.2(c) shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%) per annum. Tenant agrees that such charges shall be recoverable by Landlord under California Code of Civil Procedure Section 1174(b) or any similar, successor or related provision of law.

Section 15.3 Recovering Rent as It Comes Due. Upon any Event of Default, in addition to any other remedies available to Landlord at law or in equity or under this Lease, Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease, Landlord may, from time to time, enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due. Such remedy may be exercised by Landlord without prejudice to its right thereafter to terminate this Lease in accordance with the other provisions contained in this Article 15. Landlord's reentry to perform acts of maintenance or preservation of, or in connection with efforts to relet, the Premises, or any portion thereof, or the appointment of a receiver upon Landlord's initiative to protect Landlord's interest under this Lease shall not terminate Tenant's right to possession of the Premises or any portion thereof and, until Landlord elects to terminate this Lease, this Lease shall continue in full force and Landlord may pursue all its remedies hereunder. Nothing in this Article 15 shall be deemed to affect Landlord's right to indemnification, under the indemnification clauses contained in this Lease, for Losses arising from events occurring prior to the termination of this Lease.

Section 15.4 Reletting on Tenant's Behalf. If Tenant abandons the Premises or if Landlord elects to reenter or takes possession of the Premises pursuant to any legal proceeding or pursuant to any notice provided by Requirements, and until Landlord elects to terminate this Lease, Landlord may, from time to time, without terminating this Lease, recover all Rent as it becomes due pursuant to Section 15.3 and/or relet the Premises or any part thereof for the account of and on behalf of Tenant, on any terms, for any term (whether or not longer than the Term), and at any rental as Landlord in its reasonable discretion may deem advisable, and Landlord may make any Work of Improvement to the Premises in connection therewith. Tenant hereby irrevocably constitutes and appoints Landlord as its attorney-in-fact, which appointment shall be deemed coupled with an interest and shall be irrevocable, for purposes of reletting the Premises pursuant to the immediately preceding sentence. If Landlord elects to so relet the Premises on behalf of Tenant, then rentals received by Landlord from such reletting shall be applied:

(a) First, to reimburse Landlord for the costs and expenses of such reletting (including costs and expenses of retaking or repossessing the Premises, removing persons and property therefrom, securing new tenants, and, if Landlord maintains and operates the Premises, the costs thereof) and necessary or reasonable Work of Improvement.

(b) Second, to the payment of any indebtedness of Tenant to Landlord other than Rent due and unpaid hereunder.

(c) Third, to the payment of Rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable.

Should the rentals received from such reletting, when applied in the manner and order indicated above, at any time be less than the total amount owing from Tenant pursuant to this Lease, then Tenant shall pay such deficiency to Landlord, and if Tenant does not pay such deficiency within five (5) days of delivery of notice thereof to Tenant, Landlord may bring an action against Tenant for recovery of such deficiency or pursue its other remedies hereunder or under California Civil Code Section 1951.8, California Code of Civil Procedure Section 1161 et seq., or any similar, successor or related Requirements.

Section 15.5 General.

(a) All rights, powers and remedies of Landlord hereunder and under any other agreement now or hereafter in force between Landlord and Tenant shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Landlord at law or in equity. The exercise of any one or more of such rights or remedies shall not impair Landlord's right to exercise any other right or remedy including any and all rights and remedies of Landlord under California Civil Code Section 1951.8, California Code of Civil Procedure Section 1161 et seq., or any similar, successor or related Requirements.

(b) If, after Tenant's abandonment of the Premises, Tenant leaves behind any of Tenant's Property, then Landlord shall store such Tenant's Property at a warehouse or any other location at the risk, expense and for the account of Tenant, and such property shall be released only upon Tenant's payment of such charges, together with moving and other costs relating thereto and all other sums due and owing under this Lease. If Tenant does not reclaim such Tenant's Property within the period permitted by law, Landlord may sell such Tenant's Property in accordance with law and apply the proceeds of such sale to any sums due and owing hereunder, or retain said Property, granting Tenant credit against sums due and owing hereunder for the reasonable value of such Property.

(c) To the extent permitted by law, Tenant hereby waives all provisions of, and protections under, any Requirement to the extent same are inconsistent and in conflict with specific terms and provisions hereof.

Section 15.6 Interest. If any payment of Rent is not paid when due, interest shall accrue on such payment, from the date such payment became due until paid at the Interest Rate. Tenant acknowledges that late payment by Tenant of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Landlord by the terms of any note secured by a Mortgage covering the Premises. Therefore, in addition to interest, if any amount is not paid when due, a late charge equal to five percent (5%) of such amount shall be assessed; provided, however, that on two (2) occasions during any calendar year of the Term, Landlord shall give Tenant notice of such late payment and Tenant shall have a period of five (5) days thereafter in which to make such payment before any late charge is assessed. Such interest and late charges are separate and cumulative and are in addition to and shall not diminish or represent a substitute for any of Landlord's rights or remedies under any other provision of this Lease.

Section 15.7 Other Rights of Landlord. If Tenant fails to pay any Additional Rent when due, Landlord, in addition to any other right or remedy, shall have the same rights and remedies as in the case of a default by Tenant in the payment of Fixed Rent. If Tenant is in arrears in the payment of Rent, Tenant waives Tenant's right, if any, to designate the items against which any payments made by Tenant are to be credited, and Landlord may apply any payments made by Tenant to any items Landlord sees fit, regardless of any request by Tenant.

ARTICLE 16

LANDLORD'S RIGHT TO CURE; FEES AND EXPENSES

If Tenant defaults in the performance of its obligations under this Lease, Landlord, without waiving such default, may perform such obligations at Tenant's expense: (a) immediately, and without notice, in the case of emergency or if the default (i) materially interferes with the use by any other tenant of the Building, (ii) materially interferes with the efficient operation of the Building, (iii) results in a violation of any Requirement, or (iv) results or will result in a cancellation of any insurance policy maintained by Landlord, and (b) in any other case if such default continues after thirty (30) days from the date Landlord gives notice of Landlord's intention to perform the defaulted obligation. All costs and expenses incurred by Landlord in connection with any such performance by it and all costs and expenses, including reasonable counsel fees, incurred by Landlord in any action or proceeding (including any unlawful detainer proceeding) brought by Landlord or in which Landlord is a party to enforce any obligation of Tenant under this Lease and/or right of Landlord in or to the Premises or as a result of any default by Tenant under this Lease, shall be paid by Tenant to Landlord on demand, with interest thereon at the Interest Rate from the date incurred by Landlord. Except as expressly provided to the contrary in this Lease, all costs and expenses which, pursuant to this Lease are incurred by Landlord and payable to Landlord by Tenant, and all charges, amounts and sums payable to Landlord by Tenant for any property, material, labor, utility or other services which, pursuant to this Lease, are attributable directly to Tenant's use and occupancy of the Premises or presence at the Building, or at the request and for the account of Tenant, are provided, furnished or rendered by Landlord, shall become due and payable by Tenant to Landlord within thirty (30) days after receipt of Landlord's invoice for such amount.

ARTICLE 17

NO REPRESENTATIONS BY LANDLORD; LANDLORD'S APPROVAL

Section 17.1 No Representations. Except as expressly set forth herein, Landlord and Landlord's agents have made no warranties, representations, statements or promises with respect to the Building, the Real Property or the Premises and no rights, easements or licenses are acquired by Tenant by implication or otherwise. Tenant is entering into this Lease after full investigation and is not relying upon any statement or representation made by Landlord not embodied in this Lease.

Section 17.2 No Money Damages. Wherever in this Lease Landlord's consent or approval is required, if Landlord refuses to grant such consent or approval, whether or not Landlord expressly agreed that such consent or approval would not be unreasonably withheld, conditioned or delayed, Tenant shall not make or exercise, and Tenant hereby waives, any claim for money damages (including any claim by way of set-off, offset, counterclaim or defense) and/or any right to terminate this Lease based upon Tenant's claim or assertion that Landlord unreasonably withheld, conditioned or delayed its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce such provision, by specific performance, injunction or declaratory judgment, as determined pursuant to binding arbitration in accordance with Section 26.27 below. In no event shall Landlord or the Parties (as that term is defined in Section 26.3 below) be liable for, and Tenant, on behalf of itself and all other Tenant Parties, hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with the Lease Documents. In no event shall Tenant be liable for, and Landlord, on behalf of itself and all other Landlord Parties, hereby waives any claim for any indirect, consequential or punitive damages, including loss or profits or business opportunity, arising under or in connection with this Lease, other than claims for consequential damages, including loss of profit, incurred by Landlord in connection with a holdover of the Premises by Tenant after the expiration or earlier termination of this Lease or incurred by Landlord arising from or in connection with the Lease Documents or any repair, physical construction or improvement work performed by or on behalf of Tenant in the Real Property.

Section 17.3 Reasonable Efforts. For purposes of this Lease, "reasonable efforts" by Landlord shall not include an obligation to employ contractors or labor at overtime or other premium pay rates or to incur any other overtime costs or additional expenses whatsoever.

ARTICLE 18

END OF TERM

Section 18.1 Expiration. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender the Premises to Landlord vacant, broom clean and in good order and condition, ordinary wear and tear and damage for which Tenant is not responsible under the terms of this Lease excepted, and Tenant shall remove all of Tenant's Property and Specialty Alterations.

Section 18.2 Holdover Rent. Landlord and Tenant recognize that Landlord's damages resulting from Tenant's failure to timely surrender possession of the Premises may be substantial, may exceed the amount of the Rent payable hereunder, and will be impossible to accurately measure. Accordingly, if possession of the Premises is not surrendered to Landlord on the Expiration Date or sooner termination of this Lease, in addition to any other rights or remedies Landlord may have hereunder or at law, Tenant shall (a) pay to Landlord for each month (or any portion thereof) during which Tenant holds over in the Premises after the Expiration Date or sooner termination of this Lease, Tenant's Operating Payment and Tenant's Tax Payment, plus a sum equal to (i) during the first month of such holdover, 1.5 times the Base Rent payable under this Lease for the last full calendar month of the Term, and (ii) thereafter, 2 times the Base Rent payable under this Lease for the last full calendar month of the Term, (b) be liable to Landlord for (1) any payment or rent concession which Landlord may be required to make to any tenant obtained by Landlord for all or any part of the Premises (a "**New Tenant**") in order to induce such New Tenant not to terminate its lease by reason of the holding-over by Tenant, and (2) the loss of the benefit of the bargain if any New Tenant shall terminate its lease by reason of the holding-over by Tenant, and (c) indemnify Landlord against all claims for damages by any New Tenant. No holding-over by Tenant, nor the payment to Landlord of the amounts specified above, shall operate to extend the Term hereof. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Premises after the Expiration Date or sooner termination of this Lease, and no acceptance by Landlord of payments from Tenant after the Expiration Date or sooner termination of this Lease shall be deemed to be other than on account of the amount to be paid by Tenant in accordance with the provisions of this Section 18.2.

ARTICLE 19

QUIET ENJOYMENT

Provided this Lease is in full force and effect and no Event of Default then exists, Tenant may peaceably and quietly enjoy the Premises without hindrance by Landlord or any person lawfully claiming through or under Landlord, subject to the terms and conditions of this Lease and to all Superior Leases and Mortgages.

ARTICLE 20

NO SURRENDER; NO WAIVER

Section 20.1 No Surrender or Release. No act or thing done by Landlord or Landlord's agents or employees during the Term shall be deemed an acceptance of a surrender of the Premises, and no provision of this Lease shall be deemed to have been waived by Landlord, unless such waiver is in writing and is signed by Landlord, or Tenant, as applicable.

Section 20.2 No Waiver. The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or any of the Rules and Regulations, shall not be construed as a waiver or relinquishment for the future performance of such obligations of this Lease or the Rules and Regulations, or of the right to exercise such election but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by Landlord of any Rent payable pursuant to this Lease or any other sums with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than a payment on account of the earliest stipulated Rent, or as Landlord may elect to apply such payment, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. Tenant's payment of any Rent hereunder shall not constitute a waiver by Tenant of any breach or default by Landlord under this Lease.

ARTICLE 21

WAIVER OF TRIAL BY JURY; COUNTERCLAIM

Section 21.1 Jury Trial Waiver. THE PARTIES HEREBY AGREE THAT THIS LEASE CONSTITUTES A WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY PURSUANT TO THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 631 AND EACH PARTY DOES HEREBY CONSTITUTE AND APPOINT THE OTHER PARTY ITS TRUE AND LAWFUL ATTORNEY-IN-FACT, WHICH APPOINTMENT IS COUPLED WITH AN INTEREST, AND EACH PARTY DOES HEREBY AUTHORIZE AND EMPOWER THE OTHER PARTY, IN THE NAME, PLACE AND STEAD OF SUCH PARTY, TO FILE THIS LEASE WITH THE CLERK OR JUDGE OF ANY COURT OF COMPETENT JURISDICTION AS A STATUTORY WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY.

LANDLORD'S INITIALS: _____ **TENANT'S INITIALS: _____**

Section 21.2 Waiver of Counterclaim. If Landlord commences any summary proceeding against Tenant, Tenant will not interpose any counterclaim of any nature or description in any such proceeding (unless failure to interpose such counterclaim would preclude Tenant from asserting in a separate action the claim which is the subject of such counterclaim), and will not seek to consolidate such proceeding with any other action which may have been or will be brought in any other court by Tenant.

ARTICLE 22

NOTICES

Except as otherwise expressly provided in this Lease, all consents, notices, demands, requests, approvals or other communications given under this Lease shall be in writing and shall be deemed sufficiently given or rendered if delivered by hand (provided a signed receipt is obtained) or if sent by registered or certified mail (return receipt requested) or by a nationally recognized overnight delivery service making receipted deliveries, addressed to Landlord and Tenant as set forth in Article 1, and to any Mortgagee or Lessor who shall require copies of notices and whose address is provided to Tenant, or to such other address(es) as Landlord, Tenant or any Mortgagee or Lessor may designate as its new address(es) for such purpose by notice given to the other in accordance with the provisions of this Article 22. Any such approval, consent, notice, demand, request or other communication shall be deemed to have been given on the date of receipted delivery, refusal to accept delivery or when delivery is first attempted but cannot be made due to a change of address for which no notice is given or three (3) Business Days after it shall have been mailed as provided in this Article 22, whichever is earlier.

ARTICLE 23

RULES AND REGULATIONS

All Tenant Parties shall observe and comply with the Rules and Regulations, as supplemented or amended from time to time. Landlord reserves the right, from time to time with reasonable amendments or supplements, to adopt additional reasonable Rules and Regulations and to amend the Rules and Regulations then in effect with reasonable amendments or supplements. Nothing contained in this Lease shall impose upon Landlord any obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease against any other Building tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, visitors or licensees, provided that Landlord shall enforce the Rules or Regulations against Tenant in a non-discriminatory fashion.

ARTICLE 24

BROKER

Landlord has retained Landlord's Agent as leasing agent in connection with this Lease and Landlord will be solely responsible for any fee that may be payable to Landlord's Agent. Landlord agrees to pay a commission to Tenant's Broker in connection with this Lease pursuant to a separate written agreement between Landlord and Tenant's Broker. Each of Landlord and Tenant represents and warrants to the other that neither it nor its agents have dealt with any broker in connection with this Lease other than Landlord's Agent and Tenant's Broker. Each of Landlord and Tenant shall indemnify, defend, protect and hold the other party harmless from and against any and all Losses which the indemnified party may incur by reason of any claim of or liability to any broker, finder or like agent (other than Landlord's Agent and Tenant's Broker) arising out of any dealings claimed to have occurred between the indemnifying party and the claimant in connection with this Lease, and/or the above representation being false.

ARTICLE 25

INDEMNITY

Section 25.1 Waiver of Liability. Neither Landlord nor any of its Indemnitees shall be liable or responsible in any way for, and Tenant hereby waives all claims against the Indemnitees with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by Tenant or any employee, licensee, invitee, guest, agent or customer of Tenant or any other person, from any causes whatsoever except to the extent such injury or death is caused by the gross negligence or willful misconduct of the Indemnitees; or (b) any loss or damage or injury to any property outside or within the Premises belonging to Tenant or its employees, agents, customers, licensees, invitees, guests or any other person; except to the extent such injury or damage is to property not covered by insurance carried (or required to be carried) by Tenant and is caused by the gross negligence or willful misconduct of the Indemnitees. Subject to the foregoing, none of the Indemnitees shall be liable for any damage or damages of any nature whatsoever to persons or property caused by explosion, fire, theft or breakage, by sprinkler, drainage or plumbing systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain or other substances leaking, issuing or flowing into any part of the Premises, by natural occurrence, acts of the public enemy, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance or alteration of any part of the Building, or by anything done or omitted to be done by any tenant, occupant or person in the Building. In addition, none of the Indemnitees shall be liable for any loss or damage for which Tenant is required to insure, nor for any loss or damage resulting from any construction, alterations or repair.

Section 25.2 Tenant's Indemnity. Tenant shall not do or permit to be done any act or thing upon the Premises or the Real Property which may subject Landlord to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of any Requirement, and shall exercise such control over the Premises as to fully protect Landlord against any such liability. Except to the extent of any such injury or damage resulting from the negligence or willful misconduct of Landlord or Landlord's agents or employees, Tenant shall indemnify, defend, protect and hold harmless each of the Indemnitees from and against any and all Losses, resulting from any claims (i) against the Indemnitees arising from any act, omission or negligence of any Tenant Party, (ii) against the Indemnitees arising from any accident, injury or damage to any person or to the property of any person and occurring in or about the Premises, and (iii) against the Indemnitees resulting from any breach, violation or nonperformance of any covenant, condition or agreement of this Lease on the part of Tenant to be fulfilled, kept, observed or performed.

Section 25.3 Landlord's Indemnity. Landlord shall indemnify, protect, defend and hold harmless Tenant from and against all Losses incurred by Tenant arising from any accident, injury or damage whatsoever caused to any person or the property of any person in or about the Common Areas (specifically excluding the Premises) to the extent attributable to the gross negligence or willful misconduct of Landlord or its employees or agents.

Section 25.4 Defense and Settlement. If any claim, action or proceeding is made or brought against any Indemnitee, then upon demand by an Indemnitee, Tenant, at its sole cost and expense, shall resist or defend such claim, action or proceeding in the Indemnitee's name (if necessary), by attorneys approved by the Indemnitee, which approval shall not be unreasonably withheld (attorneys for Tenant's insurer shall be deemed approved for purposes of this Section 25.4). Notwithstanding the foregoing, an Indemnitee may retain its own attorneys to participate or assist in defending any claim, action or proceeding involving potential liability in excess of the amount available under Tenant's liability insurance carried under Section 11.1 for such claim and Tenant shall pay the reasonable fees and disbursements of such attorneys. If Tenant fails to diligently defend or if there is a legal conflict or other conflict of interest, then Landlord may retain separate counsel at Tenant's expense. Notwithstanding anything herein contained to the contrary, Tenant may direct the Indemnitee to settle any claim, suit or other proceeding provided that (a) such settlement shall involve no obligation on the part of the Indemnitee other than the payment of money, (b) any payments to be made pursuant to such settlement shall be paid in full exclusively by Tenant at the time such settlement is reached, (c) such settlement shall not require the Indemnitee to admit any liability, and (d) the Indemnitee shall have received an unconditional release from the other parties to such claim, suit or other proceeding.

ARTICLE 26

MISCELLANEOUS

Section 26.1 Delivery. This Lease shall not be binding upon Landlord or Tenant unless and until Landlord shall have executed and delivered a fully executed copy of this Lease to Tenant.

Section 26.2 Transfer of Real Property. Provided that the transferee assumes in writing the obligations of Landlord hereunder arising from and after the date of the Landlord Transfer (as defined hereinbelow), Landlord's obligations under this Lease shall not be binding upon the Landlord named herein after the sale, conveyance, assignment or transfer (collectively, a "**Landlord Transfer**") by such Landlord (or upon any subsequent landlord after the Landlord Transfer by such subsequent landlord) of its interest in the Building or the Real Property, as the case may be, and in the event of any such Landlord Transfer, Landlord (and any such subsequent Landlord) shall be entirely freed and relieved of all covenants and obligations of Landlord hereunder arising from and after the date of the Landlord Transfer, and the transferee of Landlord's interest (or that of such subsequent Landlord) in the Building or the Real Property, as the case may be, shall be deemed to have assumed all obligations under this Lease arising from and after the date of the Landlord Transfer.

Section 26.3 Limitation on Liability. The liability of Landlord for Landlord's obligations under this Lease and any other documents, including, any lease amendment thereto, executed by Landlord and Tenant in connection with this Lease (collectively, the "**Lease Documents**") shall be limited to Landlord's interest in the Real Property and Tenant shall not look to any other property or assets of Landlord or the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Landlord (collectively, the " **Parties**") in seeking either to enforce Landlord's obligations under the Lease Documents or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the Parties shall be personally liable for the performance of Landlord's obligations under the Lease Documents. Further, it is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable Requirement to the contrary, neither Tenant's officers, directors, shareholders, members, managers, principals, employees or agents shall have any personal liability for the obligations of this Lease and Landlord hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Landlord.

Section 26.4 Rent. All amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated Fixed Rent, Tenant's Tax Payment, Tenant's Operating Payment, Additional Rent or Rent, shall constitute rent for the purposes of Section 502(b)(6) of the United States Bankruptcy Code.

Section 26.5 Entire Document. This Lease (including any Schedules and Exhibits referred to herein and all supplementary agreements provided for herein) contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Lease. All of the Schedules and Exhibits attached hereto are incorporated in and made a part of this Lease, provided that in the event of any inconsistency between the terms and provisions of this Lease and the terms and provisions of the Schedules and Exhibits hereto, the terms and provisions of this Lease shall control.

Section 26.6 Governing Law. This Lease shall be governed in all respects by the laws of the State of California.

Section 26.7 Unenforceability. If any provision of this Lease, or its application to any person or entity or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such provision to any other person or entity or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

Section 26.8 Lease Disputes.

(a) Tenant agrees that all disputes arising, directly or indirectly, out of or relating to this Lease, and all actions to enforce this Lease, shall be dealt with and adjudicated in the state courts of the State of California or the United States District Court for the Central District of California and for that purpose hereby expressly and irrevocably submits itself to the jurisdiction of such courts. Tenant agrees that so far as is permitted under applicable Requirements, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in one of the manners specified in this Lease, or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon it in any such court.

(b) To the extent that Tenant has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, Tenant irrevocably waives such immunity in respect of its obligations under this Lease.

Section 26.9 Landlord's Agent. Unless Landlord delivers notice to Tenant to the contrary, Landlord's Agent is authorized to act as Landlord's agent in connection with the performance of this Lease, and Tenant shall be entitled to rely upon correspondence received from Landlord's Agent. Tenant acknowledges that Landlord's Agent is acting solely as agent for Landlord in connection with the foregoing; and neither Landlord's Agent nor any of its direct or indirect partners, members, managers, officers, shareholders, directors, employees, principals, agents or representatives shall have any liability to Tenant in connection with the performance of this Lease, and Tenant waives any and all claims against any and all of such parties arising out of, or in any way connected with, this Lease, the Building or the Real Property.

Section 26.10 Estoppel. Within seven (7) Business Days following request from Landlord, any Mortgagee or any Lessor, Tenant shall deliver to Landlord a statement executed and acknowledged by Tenant, in form reasonably satisfactory to Landlord, (a) stating the Commencement Date and the Expiration Date, and that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the date to which the Fixed Rent and any Additional Rent have been paid, together with the amount of monthly Fixed Rent and Additional Rent then payable, (c) stating whether or not, to the best of Tenant's knowledge, Landlord is in default under this Lease, and, if Landlord is in default, setting forth the specific nature of all such defaults, (d) stating the amount of the Letter of Credit, if any, and/or the Security Deposit, if any, under this Lease, (e) stating whether there are any subleases or assignments affecting the Premises, (f) stating the address of Tenant to which all notices and communications under the Lease shall be sent, and (g) responding to any other matters reasonably requested by Landlord, such Mortgagee or such Lessor. Tenant acknowledges that any statement delivered pursuant to this Section 26.10 may be relied upon by any purchaser or owner of the Real Property or the Building, or all or any portion of Landlord's interest in the Real Property or the Building or any Superior Lease, or by any Mortgagee, or assignee thereof or by any Lessor, or assignee thereof.

Section 26.11 Certain Interpretational Rules. For purposes of this Lease, whenever the words "include", "includes", or "including" are used, they shall be deemed to be followed by the words "without limitation" and, whenever the circumstances or the context requires, the singular shall be construed as the plural, the masculine shall be construed as the feminine and/or the neuter and *vice versa*. This Lease shall be interpreted and enforced without the aid of any canon, custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provision in question. The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.

Section 26.12 Parties Bound. The terms, covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided in this Lease, to their respective legal representatives, successors, and assigns.

Section 26.13 Memorandum of Lease. This Lease shall not be recorded; however, at Landlord's request, Landlord and Tenant shall promptly execute, acknowledge and deliver a memorandum with respect to this Lease sufficient for recording and Landlord may record the memorandum. Within ten (10) days after the end of the Term, Tenant shall enter into such documentation as is reasonably required by Landlord to remove the memorandum of record.

Section 26.14 Counterparts; Execution By Telefacsimile or PDF format. This Lease may be executed in 2 or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. Signatures of the parties transmitted by telefacsimile or electronic mail PDF format shall be deemed to constitute originals and may be relied upon, for all purposes, as binding the transmitting party hereto. The parties intend to be bound by the signatures transmitted by telefacsimile or electronic mail PDF format, are aware that the other party will rely on such signature, and hereby waive any defenses to the enforcement of the terms of this Lease based on the form of signature.

Section 26.15 Survival. All obligations and liabilities of Landlord or Tenant to the other which accrued before the expiration or other termination of this Lease, and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease. Without limiting the generality of the foregoing, the rights and obligations of the parties with respect to any indemnity under this Lease, and with respect to any Rent and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

Section 26.16 Code Waivers. Tenant hereby waives any and all rights under and benefits of Subsection 1 of Section 1931, 1932, Subdivision 2, 1933, Subdivision 4, 1941, 1942 and 1950.7 (providing that a Landlord may only claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by a tenant or to clean the premises) of the California Civil Code, Section 1265.130 of the California Code of Civil Procedure (allowing either party to petition a court to terminate a lease in the event of a partial taking), and Section 1174(c) of the California Code of Civil Procedure and Section 1951.7 of the California Civil Code (providing for Tenant's right to satisfy a judgment in order to prevent a forfeiture of this Lease or requiring Landlord to deliver written notice to Tenant of any reletting of the Premises), and any similar law, statute or ordinance now or hereinafter in effect.

Section 26.17 Inability to Perform. This Lease and the obligation of Tenant to pay Rent and to perform all of the other covenants and agreements of Tenant hereunder shall not be affected, impaired or excused by any Unavoidable Delays. Landlord shall use reasonable efforts to promptly notify Tenant of any Unavoidable Delay which prevents Landlord from fulfilling any of its obligations under this Lease.

Section 26.18 Substitution of Other Premises. Landlord shall have the right to move Tenant to other space in the Building comparable to the Premises, and all terms hereof shall apply to the new space with equal force. In such event, Landlord shall give Tenant prior notice, shall provide Tenant, at Landlord's sole cost and expense, with tenant improvements at least equal in quality to those in the Premises and shall move Tenant's effects to the new space at Landlord's sole cost and expense at such time and in such manner as to inconvenience Tenant as little as reasonably practicable. Simultaneously with such relocation of the Premises, the parties shall immediately execute an amendment to this Lease stating the relocation of the Premises. Landlord shall not exercise its relocation right under this Section 26.18 during the initial Term.

Section 26.19 Financial Statements. Within one hundred twenty (120) days after the completion of Tenant's fiscal year, Tenant shall deliver to Landlord (i) Tenant's audited financial statements for the most recently completed fiscal year or (ii) if audited statements for Tenant are not prepared, then unaudited financial statements for the most recent fiscal year of Tenant which shall be certified to be true and correct by Tenant's Chief Financial Officer. Upon Landlord's request, Tenant shall provide such additional information as Landlord may reasonably request to enable Landlord to assess the credit-worthiness of Tenant as a tenant of the Building. Landlord shall endeavor to ensure that all financial statements furnished by Tenant are kept confidential by Landlord and any Mortgagee or prospective purchaser that may receive the same, and that such statements are used only for the purpose of assessing the credit-worthiness of Tenant as a tenant of the Building. Notwithstanding the foregoing, in the event that (i) stock in the entity which constitutes Tenant under this Lease (as opposed to an entity that "controls" Tenant or is otherwise an "affiliate" of Tenant, as those terms are defined in Section 14.8 of this Lease) is publicly traded on a national stock exchange, and (ii) Tenant has its own, separate and distinct 10K and 10Q filing requirements (as opposed joint or cumulative filings with an entity that controls Tenant or with entities which are otherwise Affiliates of Tenant), then Tenant's obligation to provide Landlord with a copy of its most recent current financial statement shall be deemed satisfied.

Section 26.20 Development of the Real Property. Landlord reserves the right to subdivide all or a portion of the Real Property. Tenant agrees to execute and deliver, within ten (10) Business Days following demand by Landlord and in the form requested by Landlord, any additional, commercially reasonable documents needed to conform this Lease to the circumstances resulting from such subdivision, provided such documents do not increase Tenant's obligations nor diminish Tenant's rights hereunder or materially and adversely interfere with Tenant's use of the Premises for the Permitted Uses (including Tenant's use of and access to the Premises, Building and Building Parking Facility. If portions of the Real Property or property adjacent to the Real Property (collectively, the "**Other Improvements**") are owned or later acquired by an entity other than Landlord or an affiliate of Landlord, Landlord, at its option, may enter into an agreement with the owner or owners of any or all of the Other Improvements to provide (i) for reciprocal rights of access and/or use of the Real Property and the Other Improvements, (ii) for the common management, operation, maintenance, improvement and/or repair of all or any portion of the Real Property and the Other Improvements, provided that Tenant's rights under this Lease are not materially impaired, (iii) for the allocation of a portion of the Operating Expenses and Taxes to the Other Improvements and the operating expenses and taxes for the Other Improvements to the Real Property, and (iv) for the use or improvement of the Other Improvements and/or the Real Property in connection with the improvement, construction, and/or excavation of the Other Improvements and/or the Real Property so long as any such actions do not materially and adversely interfere with Tenant's use of or access to the Premises for the Permitted Uses (including Tenant's use of and access to the Building and Building Parking Facility) and do not increase Tenant's obligations nor diminish Tenant's rights hereunder. Nothing contained herein shall be deemed or construed to limit or otherwise affect Landlord's right to convey all or any portion of the Real Property or any other of Landlord's rights described in this Lease.

Section 26.21 Tax Status of Beneficial Owner. Tenant recognizes and acknowledges that Landlord and/or certain beneficial owners of Landlord may from time to time qualify as real estate investment trusts pursuant to Sections 856 et seq. of the Tax Code and that avoiding (a) the loss of such status, (b) the receipt of any income derived under any provision of this Lease that does not constitute "rents from real property" (in the case of real estate investment trusts), and (c) the imposition of income, penalty or similar taxes (each an "**Adverse Event**") is of material concern to Landlord and such beneficial owners. In the event that this Lease or any document contemplated hereby could, in the opinion of counsel to Landlord, result in or cause an Adverse Event, Tenant agrees to cooperate with Landlord in negotiating an amendment or modification thereof and shall at the request of Landlord execute and deliver such documents reasonably required to effect such amendment or modification. Any amendment or modification pursuant to this Section 26.21 shall be structured so that the economic results to Landlord and Tenant shall be substantially similar to those set forth in this Lease without regard to such amendment or modification. Without limiting any of Landlord's other rights under this Section 26.21, Landlord may waive the receipt of any amount payable to Landlord hereunder and such waiver shall constitute an amendment or modification of this Lease with respect to such payment. Tenant expressly covenants and agrees not to enter into any sublease or assignment which provides for rental or other payment for such use, occupancy, or utilization based in whole or in part on the net income or profits derived by any person from the property leased, used, occupied, or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and that any such purported sublease or assignment shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy, or utilization of any part of the Premises.

Section 26.22 Authority. If Tenant is a corporation, trust, limited liability company or partnership, each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in California and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so. In such event, Tenant shall, within ten (10) days after Landlord's request, deliver to Landlord satisfactory evidence of (i) good standing in Tenant's state of formation and (ii) qualification to do business in California.

Section 26.23 Attorneys' Fees. In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party.

Section 26.24 Abatement Event. In the event that Tenant is prevented from using, and does not use, the Premises or any portion thereof, as a result of any failure to provide services (including Landlord's failure to perform its repair or maintenance obligations pursuant to the terms of this Lease, or due to any work performance by Landlord or its agents or contractors), utilities or access to the Premises to the extent Landlord is obligated to provide same under this Lease (any such set of circumstances to be known as an "**Abatement Event**"), then Tenant shall give Landlord notice of such Abatement Event, and if such Abatement Event continues for five (5) consecutive Business Days after Landlord's receipt of any such notice, (the "**Eligibility Period**"), then the Fixed Rent, Tax Payment, Operating Payment and Tenant's obligation to pay for parking (to the extent not utilized by Tenant) shall be abated or reduced, as the case may be, after the expiration of the Eligibility Period for such time that Tenant continues to be so prevented from using, and does not use, the Premises or a portion thereof, in the proportion that the rentable area of the portion of the Premises that Tenant is prevented from using, and does not use, bears to the total rentable area of the Premises; provided, however, in the event that Tenant is prevented from using, and does not use, a portion of the Premises for a period of time in excess of the Eligibility Period and the remaining portion of the Premises is not sufficient to allow Tenant to effectively conduct its business therein, and if Tenant does not conduct its business from such remaining portion, then for such time after expiration of the Eligibility Period during which Tenant is so prevented from effectively conducting its business therein, the Fixed Rent, Tax Payment and Operating Payment for the entire Premises shall be abated for such time as Tenant continues to be so prevented from using, and does not use, the Premises and Tenant's obligation to pay for parking shall be abated for such time as Tenant continues to be so prevented from using, and does not use, the Premises. If, however, Tenant reoccupies any portion of the Premises during such period, the Rent allocable to such reoccupied portion, based on the proportion that the rentable area of such reoccupied portion of the Premises bears to the total rentable area of the Premises, shall be payable by Tenant from the date Tenant reoccupies such portion of the Premises. Such right to abate Fixed Rent, Tax Payment and Operating Payment shall be Tenant's sole and exclusive remedy at law or in equity for an Abatement Event. To the extent Tenant is entitled to abatement without regard to the Eligibility Period because of an event described in Section 11.3 or Article 12 of this Lease, then the Eligibility Period shall not be applicable. Except as provided in this Section 26.24, nothing contained herein shall be interpreted to mean that Tenant is excused from paying Rent due hereunder.

ARTICLE 27

SECURITY DEPOSIT

Section 27.1 Security Deposit. Tenant shall deposit the Security Deposit with Landlord upon the execution of this Lease in cash as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Lease.

Section 27.2 Application of Security. If (a) an Event of Default by Tenant occurs in the payment or performance of any of the terms, covenants or conditions of this Lease, including the payment of Rent, or (b) Tenant fails to make any installment of Rent as and when due, Landlord may apply or retain the whole or any part of the Security Deposit, to the extent required for the payment of any Fixed Rent or any other sum as to which Tenant is in default or has failed to pay as and when due, including (i) any sum which Landlord may expend or may be required to expend by reason of Tenant's default, and/or (ii) any damages to which Landlord is entitled pursuant to this Lease, whether such damages accrue before or after summary proceedings or other reentry by Landlord. If Landlord applies or retains any part of the Security Deposit, Tenant, upon demand, shall deposit with Landlord the amount so applied or retained so that Landlord shall have the full Security Deposit on hand at all times during the Term. If Tenant shall comply with all of the terms, covenants and conditions of this Lease, the Security Deposit shall be returned to Tenant within forty-five (45) days after the Expiration Date and after delivery of possession of the Premises to Landlord in the manner required by this Lease.

Section 27.3 Transfer. Upon a sale or other transfer of the Real Property or the Building, or any financing of Landlord's interest therein, Landlord shall have the right to transfer the Security Deposit to its transferee or lender. Tenant shall look solely to the new landlord or lender for the return of such Security Deposit and the provisions hereof shall apply to every transfer or assignment made of the Security Deposit to a new landlord. Tenant shall not assign or encumber or attempt to assign or encumber the Security Deposit and neither Landlord nor its successors or assigns shall be bound by any such action or attempted assignment, or encumbrance.

ARTICLE 28

PARKING

Tenant shall have the right, but not the obligation, to rent from Landlord, commencing on the Commencement Date, up to fourteen (14) unreserved parking passes on a monthly basis throughout the Term, which parking passes shall pertain to the on-site Building parking facility servicing the Building ("**Building Parking Facility**"). A portion of the Building Parking Facility is comprised of surface parking and the other portion is comprised of covered parking. Tenant shall have the right to convert up to one (1) of the unreserved parking passes allocated to Tenant to one (1) reserved parking pass, which reserved parking pass shall be located on the PA level of the Building Parking Facility. The exact location of the reserved parking pass on the PA level of the Building Parking Facility shall be mutually determined by Tenant and Landlord, provided that such reserved parking shall be located in the covered portion of the Building Parking Facility. Tenant may change the number of parking passes rented pursuant to this Article 28 upon thirty (30) days prior written notice to Landlord, provided that in no event shall Tenant be entitled to rent more than the amount and type of parking passes allotted to Tenant as set forth in this Article 28 above. Landlord shall have the right, on a temporary basis, upon not less than 60 days prior written notice, and only in connection with a renovation of the Building or the Building Parking Facility or an event of emergency and in each case, only to the extent such renovation or emergency requires closure of such Building Parking Facility, to provide parking for the Building at off-site locations (which off-site locations shall not be more than 1,000 feet from the Building) other than the Building Parking Facility (without relocating Tenant's passes for the Building Parking Facility as specified above. Subject to the terms above, Landlord shall have the right to change, delete or modify such off-site parking areas. Subject to availability (as determined by Landlord), and upon at least thirty (30) days prior notice to Landlord, Tenant shall have the right to rent additional parking passes from Landlord in the Building Parking Facility (collectively, the "**Additional Parking Passes**") on a month-to-month basis. Subject to the terms of this Article 28, below, Tenant shall pay to Landlord for automobile parking passes on a monthly basis the prevailing rate charged (the "**Parking Charge**"), which shall be inclusive of taxes, from time to time at the location of such parking passes, provided, however, that Tenant shall have no obligation to pay a Parking Charge for the number of parking passes allocated to Tenant under the terms of this Article 28 during the initial two (2) full calendar months of the Term. Notwithstanding the foregoing, during the initial twelve (12) months of the initial Term only, the Parking Charges for the parking allotted to Tenant pursuant to Article 28 above shall be fixed, without increase, (A) at $196.27 per unreserved parking pass per month, and (B) at $307.66 per reserved parking space per month (the foregoing rates are inclusive of taxes). Commencing on the first day of the thirteenth (13th) month of the initial Term and continuing annually thereafter, the Parking Charge for parking passes shall not increase by more than three percent (3%) per 12 month period thereafter, on a cumulative, compounding basis, over the Parking Charge for such parking passes in effect during the prior 12 month period. Tenant shall abide by all reasonable rules and regulations which are prescribed from time to time for the orderly operation and use of the Building Parking Facility, including any hang-tag or other identification system, which is not required to be adhered to a vehicle and which is reasonably established by Landlord or an operator of the Building Parking Facility, and Tenant shall cooperate in seeing that Tenant's employees and visitors also comply with such rules and regulations. Landlord specifically reserves the right to change the size, configuration, design, layout and all other aspects of the Building Parking Facility at any time and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, temporarily close-off or restrict access to the Building Parking Facility for purposes of permitting or facilitating any such construction, alteration or improvements (subject to terms above). Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to the Landlord. The parking passes rented by Tenant pursuant to this Article 28 are provided to Tenant solely for use by Tenant's own personnel and such passes may not be transferred, assigned, subleased or otherwise alienated by Tenant (except in connection with a Transfer) without Landlord's prior approval. Tenant may validate visitor parking by such method or methods as the Landlord may establish, at the validation rate from time to time generally applicable to visitor parking and which rate shall be consistent with the visitor parking rate of other first class office building in the Westwood Marketplace.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

10900 WILSHIRE, L.L.C.,
a Delaware limited liability company

By: /s/ Joseph G. Doran

Name: Joseph G. Doran

Title: Vice President and Treasurer

TENANT:

CHROMADEX, INC.,
a California corporation

By: /s/ Frank Jaksch

Name: Frank Jaksch

Title: CEO

By: /s/ Thomas C. Varvaro

Name: Thomas C. Varvaro

Title: CFO

EXHIBIT A

Floor Plan of Premises

The floor plan which follows is intended solely to identify the general location of the Premises, and should not be used for any other purpose. All areas, dimensions and locations are approximate, and any physical conditions indicated may not exist as shown.

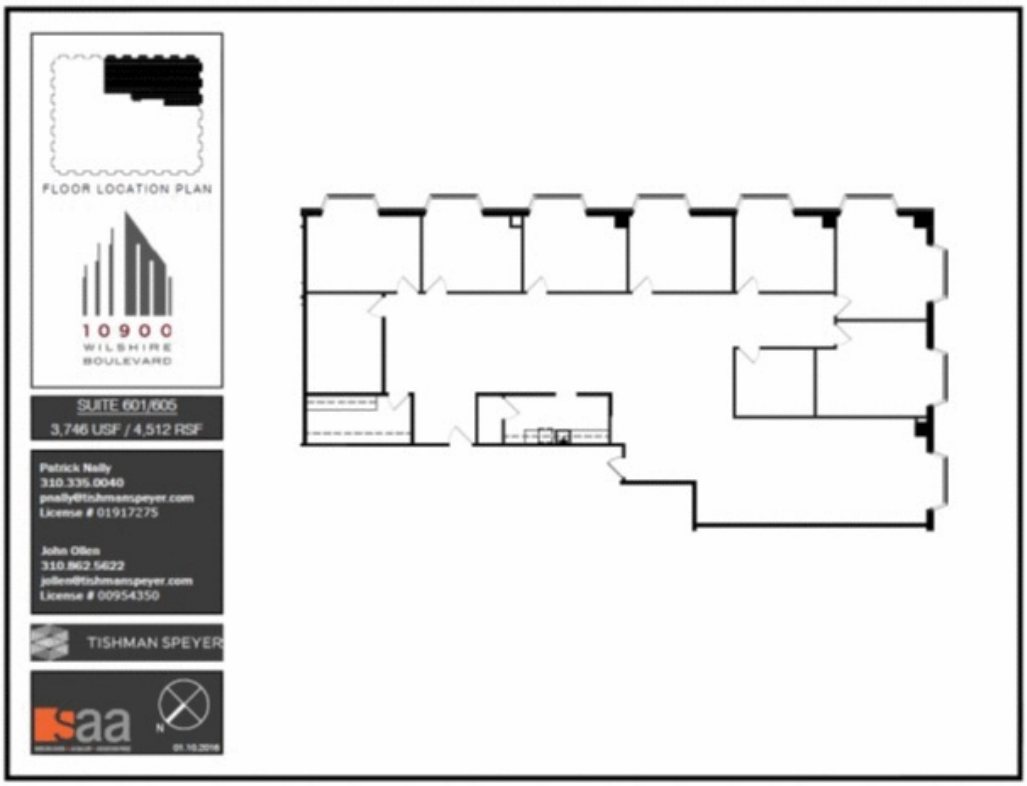


EXHIBIT B

Definitions

Base Rate: The annual rate of interest publicly announced from time to time by Citibank, N.A., or its successor, in New York, New York as its "base rate" (or such other term as may be used by Citibank, N.A., from time to time, for the rate presently referred to as its "base rate").

Building Standard Installations: The type of core and shell improvements typically provided by Landlord in connection with the initial occupancy of tenants in the Building.

Building Systems: The mechanical, electrical, plumbing, sanitary, sprinkler, heating, ventilation and air conditioning, security, life-safety, elevator and other service systems or facilities of the Building up to the point of connection of localized distribution to the Premises (excluding, however, supplemental HVAC systems of tenants, sprinklers and the horizontal distribution systems within and servicing the Premises and by which mechanical, electrical, plumbing, sanitary, heating, ventilating and air conditioning, security, life-safety and other service systems are distributed from the base Building risers, feeders, panelboards, etc. for provision of such services to the Premises).

Business Days: All days, excluding Saturdays, Sundays and Observed Holidays.

Common Areas: The lobby, plaza and sidewalk areas, garage and other similar areas of general access and the areas on individual multi-tenant floors in the Building devoted to corridors, elevator lobbies, restrooms, and other similar facilities serving the Premises.

Comparable Buildings: Other office buildings located in the Westwood area of Los Angeles, California, which buildings are Class "A" buildings with a similar quality of institutional ownership, tenant mix and quality of construction, and are of similar size and offer similar services, as the Building.

Excluded Expenses: (a) Taxes; (b) franchise or income taxes imposed upon Landlord; (c) mortgage amortization and interest, except to the extent the same may be included in Operating Expenses pursuant to the terms of Section 7.1(e), above; (d) leasing commissions; (e) the cost of tenant installations and decorations incurred in connection with preparing space for any Building tenant, including work letters and concessions; (f) fixed rent under Superior Leases, if any; (g) management fees to the extent in excess of the greater of (A) three percent (3%) of the gross receipts collected for the Real Property, and (B) fees charged for the management of a majority of the other Comparable Buildings; (h) wages, salaries and benefits paid to any persons above the grade of property manager or chief engineer (or employees with equivalent responsibilities regardless of job title) and their immediate supervisor; (i) legal and accounting fees relating to (A) disputes with tenants, prospective tenants or other occupants of the Building, (B) disputes with purchasers, prospective purchasers, mortgagees or prospective mortgagees of the Building or the Real Property or any part of either, or (C) negotiations of leases, contracts of sale or mortgages; (j) costs of services provided to other tenants of the Building on a "rent-inclusion" basis which are not provided to Tenant on such basis; (k) costs that are reimbursed out of insurance, warranty or condemnation proceeds, or which are reimbursed by Tenant or other tenants other than pursuant to an expense escalation clause; (l) costs in the nature of penalties or fines; (m) except with respect to management fees (which are subject to (g) above), costs for services, supplies or repairs paid to any related entity in excess of costs that would be payable in an "arm's length" or unrelated situation for comparable services, supplies or repairs; (n) allowances, concessions or other costs and expenses of improving or decorating any demised or demisable space in the Building; (o) advertising and promotional expenses in connection with leasing of the Building; (p) the costs of installing, operating and maintaining a specialty improvement, including a cafeteria, lodging or private dining facility, or an athletic, luncheon or recreational club unless Tenant is permitted to make use of such facility without additional cost (other than payments for key deposits, use of towels, or other incidental items) or on a subsidized basis consistent with other users; (q) any costs or expenses (including fines, interest, penalties and legal fees) arising out of Landlord's failure to timely pay Operating Expenses or Taxes; (r) costs incurred to comply with applicable Requirements relating to any Hazardous Materials which were in existence in the Building or on the Real Property prior to the Commencement Date, and were of such a nature that a federal, State or municipal governmental authority, if it had then had knowledge of the presence of such Hazardous Materials, in the state, and under the conditions that it then existed in the Building or on the Real Property, would have then required the removal of such Hazardous Materials or other remedial or containment action with respect thereto (the "**Pre-Existing Hazardous Materials**"); (s) costs incurred to remove, remedy, contain, or treat Hazardous Materials, which Hazardous Materials are brought into the Building or onto the Real Property after the date of this Lease by Landlord, any other tenant of the Building or any third party and is of such a nature, at that time, that a federal, State or municipal governmental authority, if it had then had knowledge of the presence of such Hazardous Materials, in the state, and under the conditions, that it then existed in the Building or on the Real Property, would have then required the removal of such Hazardous Materials or other remedial or containment action with respect thereto; (t) Capital Costs other than those expressly included in Operating Expenses pursuant to Section 7.1; and (u) costs of replacements, alterations or improvements necessary to make the Building comply with applicable Requirements in effect and applicable to the Building prior to the Commencement Date, except to the extent the need for such replacements, alterations or improvements is caused by Tenant Parties (in which case Tenant shall nonetheless be responsible for such costs in accordance with Section 8.1(a) of this Lease), provided, however, that the provisions of this sub-item (u) shall not preclude the inclusion of costs of compliance with applicable Requirements enacted prior to the date of this Lease if such compliance is required for the first time by reason of any amendment, modification or reinterpretation of an applicable Requirement which is imposed after the date of this Lease.

Governmental Authority: The United States of America, the City of Los Angeles, County of Los Angeles, or State of California, or any political subdivision, agency, department, commission, board, bureau or instrumentality of any of the foregoing, now existing or hereafter created, having jurisdiction over the Real Property.

Hazardous Materials: Any substances, materials or wastes currently or in the future deemed or defined in any Requirement as "hazardous substances," "toxic substances," "contaminants," "pollutants" or words of similar import.

HVAC System: The Building System designed to provide heating, ventilation and air conditioning.

Indemnitees: Landlord, Landlord's Agent, each Mortgagee and Lessor, and each of their respective direct and indirect partners, officers, shareholders, directors, members, managers, trustees, beneficiaries, employees, principals, contractors, servants, agents, and representatives.

Lease Year: The first Lease Year shall commence on the Commencement Date and shall end on the last day of the calendar month preceding the month in which the first anniversary of the Commencement Date occurs. Each succeeding Lease Year shall commence on the day following the end of the preceding Lease Year and shall extend for 12 consecutive months; provided, however, that the last Lease Year shall expire on the Expiration Date.

Lessor: A lessor under a Superior Lease.

Losses: Any and all losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including reasonable attorneys' fees and disbursements) incurred in connection with any claim, proceeding or judgment and the defense thereof, and including all costs of repairing any damage to the Premises or the Real Property or the appurtenances of any of the foregoing to which a particular indemnity and hold harmless agreement applies.

Mortgage(s): Any mortgage, trust indenture or other financing document which may now or hereafter affect the Premises, the Real Property, the Building or any Superior Lease and the leasehold interest created thereby, and all renewals, extensions, supplements, amendments, modifications, consolidations and replacements thereof or thereto, substitutions therefor, and advances made thereunder.

Mortgagee(s): Any mortgagee, trustee or other holder of a Mortgage.

Observed Holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Ordinary Business Hours: 8:00 a.m. to 6:00 p.m. on Business Days and from 9:00 a.m. to 1:00 p.m. on Saturdays (excluding Observed Holidays).

Prohibited Use: Any use or occupancy of the Premises that in Landlord's reasonable judgment would: (a) cause damage to the Real Property or any equipment, facilities or other systems therein; (b) impair the appearance of the Real Property; (c) interfere with the efficient and economical maintenance, operation and repair of the Premises or the Real Property or the equipment, facilities or systems thereof; (d) adversely affect any service provided to, and/or the use and occupancy by, any Building tenant or occupants, and/or injure or annoy any Building tenant or occupants by reason of noise, odors, or vibrations; (e) violate the certificate of occupancy issued for the Premises or the Building; (f) materially and adversely affect the first-class image of the Building or (g) result in protests or civil disorder or commotions at, or other disruptions of the normal business activities in, the Real Property. Prohibited Use also includes the use of any part of the Premises for: (i) a restaurant or bar; (ii) the preparation, consumption, storage, manufacture or sale of food or beverages (except in connection with vending machines (provided that each machine, where necessary, shall have a waterproof pan thereunder and be connected to a drain) and/or warming kitchens installed for the use of Tenant's employees only), liquor, tobacco or drugs; (iii) the business of photocopying, multilith or offset printing (except photocopying in connection with Tenant's own business); (iv) a school or classroom; (v) lodging or sleeping; (vi) the operation of retail facilities (meaning a business whose primary patronage arises from the generalized solicitation of the general public to visit Tenant's offices in person without a prior appointment) of a savings and loan association or retail facilities of any financial, lending, securities brokerage or investment activity; (vii) a payroll office; (viii) a barber, beauty or manicure shop; (ix) an employment agency or similar enterprise; (x) offices of any Governmental Authority, any foreign government, the United Nations, or any agency or department of the foregoing; (xi) the manufacture, retail sale, storage of merchandise or auction of merchandise, goods or property of any kind to the general public which could reasonably be expected to create a volume of pedestrian traffic substantially in excess of that normally encountered in the Premises; (xii) the rendering of medical, dental or other therapeutic or diagnostic services; or (xiii) any illegal purposes or any activity constituting a nuisance.

Requirements: All present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary and ordinary of (i) all Governmental Authorities, including, without limitation, (A) the Americans With Disabilities Act, 42 U.S.C. §12101 (et seq.), and any law of like import, and all rules, regulations and government orders with respect thereto, and (B) any of the foregoing relating to Hazardous Materials, environmental matters, public health and safety matters and landmarks protection, (ii) any applicable fire rating bureau or other body exercising similar functions, affecting the Real Property or the maintenance, use or occupation thereof, or any street, avenue or sidewalk comprising a part of or in front thereof or any vault in or under the same, (iii) all requirements of all insurance bodies affecting the Premises, (iv) utility service providers, and (v) Mortgagees or Lessors. "Requirements" shall also include the terms and conditions of any certificate of occupancy issued for the Premises or the Building, and any other covenants, conditions or restrictions affecting the Building and/or the Real Property from time to time.

Rules and Regulations: The rules and regulations annexed to and made a part of this Lease as **Exhibit F**, as they may be modified from time to time by Landlord.

Specialty Alterations: Alterations which are not standard office installations such as kitchens, executive bathrooms, raised computer floors, computer room installations, supplemental HVAC equipment, safe deposit boxes, vaults, libraries or file rooms requiring reinforcement of floors, internal staircases, slab penetrations, conveyors, dumbwaiters, and other Alterations of a similar character. All Specialty Alterations are Above-Building Standard Installations.

Substantial Completion: As to any construction performed by any party in the Premises, other than with respect to the Tenant Improvements which shall be governed by the terms of the Work Letter, "Substantial Completion" or "Substantially Completed" means that such work has been completed, as reasonably determined by Landlord's architect, in accordance with (a) the provisions of this Lease applicable thereto, (b) the plans and specifications for such work, and (c) all applicable Requirements, except for minor details of construction, decoration and mechanical adjustments, if any, the non-completion of which does not materially interfere with Tenant's use of the Premises or which in accordance with good construction practices should be completed after the completion of other work in the Premises or Building.

Superior Lease(s): Any ground or underlying lease of the Real Property or any part thereof heretofore or hereafter made by Landlord and all renewals, extensions, supplements, amendments, modifications, consolidations, and replacements thereof.

Tax Code: The Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, as amended.

Tenant Delay: Any action or inaction by Tenant, which actually delays Landlord in fulfilling any of Landlord's obligations under this Lease.

Tenant-Insured Improvements: All Tenant Improvements, Alterations and any other alterations, modifications or tenant improvements in the Premises, regardless of whether such Tenant Improvements, Alterations, or other alterations, modifications or tenant improvements are installed by Landlord or Tenant.

Tenant Party: Tenant and any subtenants or occupants of the Premises and their respective agents, contractors, subcontractors, employees, invitees or licensees.

Tenant's Property: Tenant's movable fixtures and movable partitions, telephone and other equipment, computer systems, telecommunications, data and other cabling, trade fixtures, furniture, furnishings, and other items of personal property which are removable without material damage to the Building.

Unavoidable Delays: Landlord's or Tenant's inability to fulfill or delay in fulfilling any of its obligations under this Lease expressly or impliedly to be performed by Landlord or Tenant or either party's inability to make or delay in making any repairs, additions, alterations, improvements or decorations or either party's inability to supply or delay in supplying any equipment or fixtures, if such party's inability or delay is due to or arises by reason of strikes, labor troubles or by accident, or by any cause whatsoever beyond Landlord's or Tenant's reasonable control, including governmental preemption in connection with a national emergency, Requirements or shortages, or unavailability of labor, fuel, steam, water, electricity or materials, or delays caused by Tenant or Landlord, as applicable, or other tenants, mechanical breakdown, acts of God, acts of war, enemy action, terrorism, bio-terrorism, civil commotion, fire or other casualty; provided, however, an Unavoidable Delay shall in no event excuse or delay Tenant's obligations to pay Rent or other charges to be paid by Tenant or Landlord under the Lease or Tenant's obligations under Article 3 of the Lease.

EXHIBIT C

Work Letter

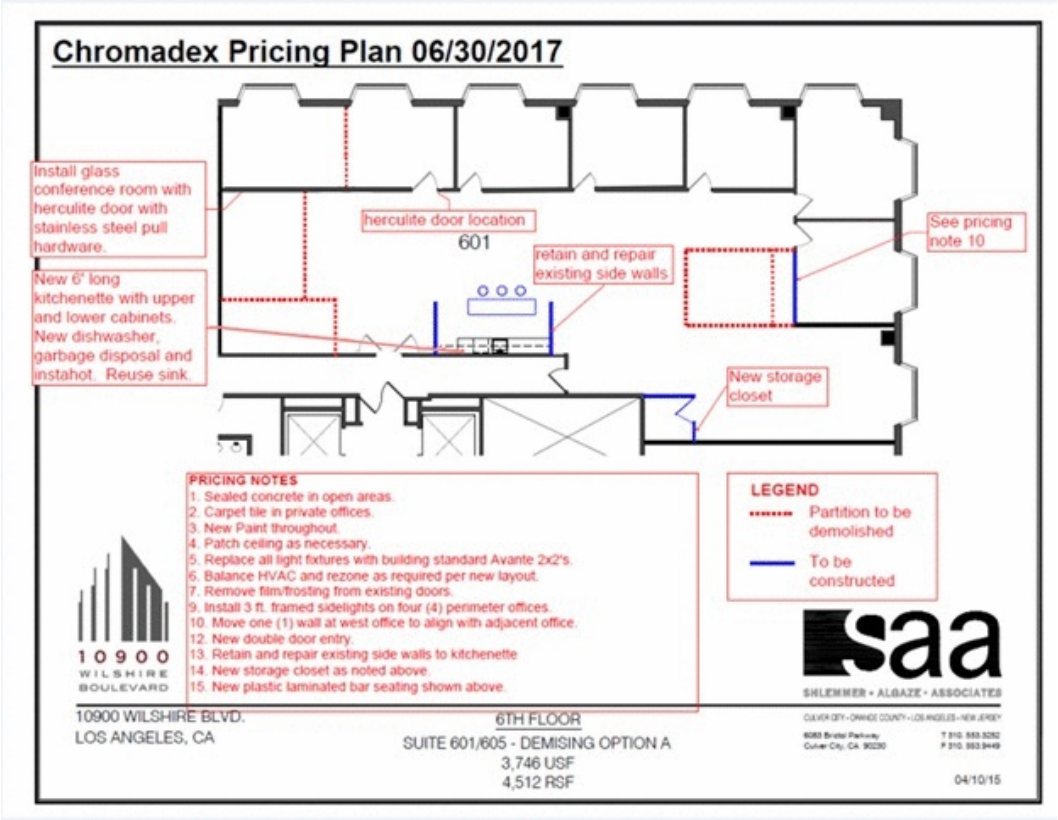
1 . Tenant Improvements. Except as provided below, Landlord shall not be obligated to construct or install or pay for any improvements or facilities of any kind in the Premises, and Tenant shall accept the Premises in its currently-existing, "as-is" condition. Notwithstanding the foregoing, subject to the terms of this Work Letter, Landlord shall, at its sole cost, perform the work described on the Pricing Plan and the Tenant Improvement Estimate, attached hereto as **Schedule 1** (the work described on the Pricing Plan and the Tenant Improvement Estimate shall collectively be referred to herein as the "**Tenant Improvements**"). The Tenant Improvements shall be completed by Landlord in accordance with Building standards, finishes and materials selected by Tenant, subject to availability, and in accordance with **Schedule 1** and otherwise in a good workman-like manner and in compliance with all Requirements. Tenant shall have no right to modify or alter the Tenant Improvements.

2 . Warranties and Guaranties. Landlord shall warrant and guaranty the Tenant Improvements for a period of twelve (12) months after Substantial Completion of the Tenant Improvements. Subject to the foregoing warranty and Landlord's obligations herein, Tenant hereby waives all claims against Landlord relating to, or arising out of the construction or installation of, the Tenant Improvements.

3 . Ready for Occupancy. The Premises shall be considered "**Ready for Occupancy**" upon the Substantial Completion (defined below) by Landlord of the Tenant Improvements. For purposes of this Work Letter, "**Substantial Completion**" of the Tenant Improvements shall occur upon the completion of the Tenant Improvements, with the exception of any punchlist or other items which do not prevent or materially adversely affect Tenant's use or occupancy of the Premises. In the event of a Tenant Delay, the Premises shall be deemed to be Ready for Occupancy as of the date the same would have occurred but for such act or omission of Tenant.

SCHEDULE 1

PRICING PLAN



TENANT IMPROVEMENT ESTIMATE

CHROMADEX TENANT IMPROVEMENT ESTIMATE				
RSF	4,512			
		ITEM	$	$/RSF
	1	Demo/ 12 walls carpet, remove film	$6,000	$1.33
	2	Drywall/framing/skimming	$5,000	$1.11
	3	T-bar acoustic ceiling	$3,200	$0.71
	4	Painting/wall covering	$3,500	$0.78
	5	Window covering	$8,400	$1.86
	6	Carpet tiles and base in rooms only	$6,600	$1.46
	7	Grind and seal concrete in open areas	$6,450	$1.43
	8	New upper and lower p-lam cabinets (6') and new dishwasher	$8,200	$1.82
	9	Electrical/replacing 55 ea existing 2x2 with avanti	$18,305	$4.06
	10	Plumbing/new garbage disposal, new insta-hot existing sink	$2,500	$0.55
	11	Fire sprinkler	$2,600	$0.58
	12	FLS	$4,620	$1.02
	13	HVAC	$9,500	$2.11
	14	Glazing/one set of herculate door and glass panel for the conf room	$12,800	$2.84
		ALTERNATES		
	1	3' framed sidelights	$3,600	$0.80
	2	Align west wall at west office	$1,800	$0.40
	3	Double door entry	$5,000	$1.11
	4	Small storage room with light and outlet	$3,200	$0.71
			$111,275	$24.66
		General Contractor's Fee (10%)	$11,128	$2.47
		Total Cost	$122,403	$27.13

EXHIBIT D

Design Standards

(a) **HVAC**. The Building HVAC System serving the Premises is designed to maintain average temperatures within the Premises during Ordinary Business Hours of (i) not less than 72ºF. dry bulb during the heating season when the outdoor temperature is 43ºF. dry bulb and (ii) not more than 75ºF. dry bulb during the cooling season, when the outdoor temperatures are at 87ºF. dry bulb, with, in the case of clauses (i) and (ii), a population load per floor of not more than one person per 150 square feet of rentable area, other than in dining and other special use areas per floor for all purposes, 0.07 CFM per rentable square foot of outside air, tenant power and light at 2.75 watts per rentable square foot and shades or blinds fully drawn. Use of the Premises, or any part thereof, in a manner exceeding the foregoing design conditions or arrangement of partitioning which interferes with normal operation of the air-conditioning service in the Premises may require changes in the air-conditioning serving the Premises at Tenant's expense.

(b) **Electrical**. The Building electrical system serving the Premises is designed to provide electricity as follows:

(i) High voltage (480/277 Volt) connected power for lighting, as required by applicable Requirements, and

(ii) 5.0 watts per usable square foot of low voltage (120/208 volt) connected power for convenience receptacles.

EXHIBIT E

Cleaning Specifications

GENERAL CLEANING

NIGHTLY

General Offices:

1. All hard surfaced flooring to be swept using approved dustdown preparation.
2. Carpet sweep all carpets, moving only light furniture (desks, file cabinets, etc. not to be moved).
3. Hand dust and wipe clean all furniture, fixtures and window sills.
4. Empty all waste receptacles and remove wastepaper.
5. Wash clean all Building water fountains and coolers.
6. Sweep all private stairways.

Lavatories:

1. Sweep and wash all floors, using proper disinfectants.
2. Wash and polish all mirrors, shelves, bright work and enameled surfaces.
3. Wash and disinfect all basins, bowls and urinals.
4. Wash all toilet seats.
5. Hand dust and clean all partitions, tile walls, dispensers and receptacles in lavatories and restrooms.
6. Empty paper receptacles, fill receptacles from tenant supply and remove wastepaper.
7. Fill toilet tissue holders from tenant supply.
8. Empty and clean sanitary disposal receptacles.

WEEKLY

1. Vacuum all carpeting and rugs.
2. Dust all door louvers and other ventilating louvers within a person's normal reach.
3. Wipe clean all brass and other bright work.

NOT MORE THAN 3 TIMES PER YEAR

High dust premises complete including the following:

1. Dust all pictures, frames, charts, graphs and similar wall hangings not reached in nightly cleaning.
2. Dust all vertical surfaces, such as walls, partitions, doors, door frames and other surfaces not reached in nightly cleaning.
3. Dust all venetian blinds.

EXHIBIT F

Rules and Regulations

1. Nothing shall be attached to the outside walls of the Building. Other than Building standard blinds, no curtains, blinds, shades, screens or other obstructions shall be attached to or hung in or used in connection with any exterior window or entry door of the Premises, without the prior consent of Landlord.

2. No sign, advertisement, notice or other lettering visible from the exterior of the Premises shall be exhibited, inscribed, painted or affixed to any part of the Premises without the prior written consent of Landlord. All lettering on doors shall be inscribed, painted or affixed in a size, color and style acceptable to Landlord.

3. The grills, louvers, skylights, windows and doors that reflect or admit light and/or air into the Premises or Common Areas shall not be covered or obstructed by Tenant, nor shall any articles be placed on the window sills, radiators or convectors.

4. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the Building, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

5. Common Areas shall not be obstructed or encumbered by any Tenant or used for any purposes other than ingress of egress to and from the Premises and for delivery of merchandise and equipment in a prompt and efficient manner, using elevators and passageways designated for such delivery by Landlord.

6. Except in those areas designated by Tenant as "security areas," all locks or bolts of any kind shall be operable by the Building's Master Key. No locks shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in locks or the mechanism thereof which shall make such locks inoperable by the Building's Master Key. Tenant shall, upon the termination of its Lease, deliver to Landlord all keys of stores, offices and lavatories, either furnished to or otherwise procured by Tenant and in the event of the loss of any keys furnished by Landlord, Tenant shall pay to Landlord the cost thereof.

7. Tenant shall keep the entrance door to the Premises closed at all times.

8. All movement in or out of any freight, furniture, boxes, crates or any other large object or matter of any description must take place during such times and in such elevators as Landlord may prescribe. Landlord reserves the right to inspect all articles to be brought into the Building and to exclude from the Building all articles which violate any of these Rules and Regulations or the Lease. Landlord may require that any person leaving the public areas of the Building with any article to submit a pass, signed by an authorized person, listing each article being removed, but the establishment and enforcement of such requirement shall not impose any responsibility on Landlord for the protection of any Tenant against the removal of property from the Premises.

9. All hand trucks shall be equipped with rubber tires, side guards and such other safeguards as Landlord may require.

10. No Tenant Party shall be permitted to have access to the Building's roof, mechanical, electrical or telephone rooms without permission from Landlord.

11. Tenant shall not permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, vibrations or interfere in any way with other tenants or those having business therein.

12. Tenant shall not employ any person or persons other than the janitor of Landlord for the purpose of cleaning the Premises, unless otherwise agreed to by Landlord. Tenant shall not cause any unnecessary labor by reason of such Tenant's carelessness or indifference in the preservation of good order and cleanliness.

13. Tenant shall store all its trash and recyclables within its Premises. No material shall be disposed of which may result in a violation of any Requirement. All refuse disposal shall be made only though entryways and elevators provided for such purposes and at such times as Landlord shall designate. Tenant shall use the Building's hauler.

14. Tenant shall not deface any part of the Building. No boring, cutting or stringing of wires shall be permitted, except with prior consent of Landlord, and as Landlord may direct.

15. The water and wash closets, electrical closets, mechanical rooms, fire stairs and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed and no sweepings, rubbish, rags, acids or other substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by Tenant where a Tenant Party caused the same.

16. Tenant, before closing and leaving the Premises at any time, shall see that all lights, water faucets, etc. are turned off. All entrance doors in the Premises shall be kept locked by Tenant when the Premises are not in use.

17. No firearms, bicycles, in-line roller skates, vehicles or animals of any kind (except for seeing eye dogs) shall be brought into or kept by any Tenant in or about the Premises or the Building.

18. Canvassing or soliciting in the Building is prohibited.

19. Employees of Landlord or Landlord's Agent shall not perform any work or do anything outside of the regular duties, unless under special instructions from the office of Landlord or in response to any emergency condition.

20. Tenant is responsible for the delivery and pick up of all mail from the United States Post Office.

21. Landlord reserves the right to exclude from the Building during other than Ordinary Business Hours all persons who do not present a valid Building pass. Tenant shall be responsible for all persons for whom a pass shall be issued at the request of Tenant and shall be liable to Landlord for all acts of such persons.

22. Tenant shall not use the Premises for any purpose that may be dangerous to persons or property, nor shall Tenant permit in, on or about the Premises or Building items that may be dangerous to persons or property, including, without limitation, firearms or other weapons (whether or not licensed or used by security guards) or any explosive or combustible articles or materials.

23. No smoking shall be permitted in, on or about the Premises, the Building or the Real Property. Tenant shall comply with the State of California "No-Smoking" law set forth in California Labor Code Section 6404.5, or any successor statute, and any local "No-Smoking" ordinance which may be in effect from time to time and which is not superseded by such State law.

24. Landlord shall not be responsible to Tenant or to any other person or entity for the non-observance or violation of these Rules and Regulations by any other tenant or other person or entity. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition to its occupancy of the Premises.

25. The review/alteration of Tenant drawings and/or specifications by Landlord's Agent and any of its representatives is not intended to verify Tenant's engineering or design requirements and/or solutions. The review/alteration is performed to determine compatibility with the Building Systems and lease conditions. Tenant renovations must adhere to the Building's applicable Standard Operating Procedures and be compatible with all Building Systems.

EXHIBIT G

Notice of Lease Term Dates

To: _____
_____
_____
_____

Re: Lease dated _____, 20__, between 10900 Wilshire, L.L.C., a Delaware limited liability company ("Landlord"), and _____, a _____ ("Tenant") concerning Suite ____ on the _____ (___) floor of the office building located at 10900 Wilshire Boulevard, Los Angeles, California.

Ladies and Gentlemen:

In accordance with the Lease (the "Lease"), we wish to advise you and/or confirm as follows:

1. That the Tenant Improvements have been Substantially Complete, and that the Term [shall commence] [commenced] as of _____ for a term of _____ ending on _____.

2. That in accordance with the Lease, Rent commenced to accrue on _____.

3. If the Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing, shall be for the full amount of the monthly installment as provided for in the Lease.

4. Rent is due and payable in advance on the first day of each and every month during the Term. Your rent checks should be made payable to _____ at _____.

5. The exact number of rentable square feet within the Premises is _____ square feet.

6. Tenant's Proportionate Share as adjusted based upon the exact number of rentable square feet within the Premises is _____%.

Should Landlord not receive a signed response within 10 days from the date above, the aforementioned dates shall be deemed to be accepted by Tenant.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

"Landlord":

10900 WILSHIRE, L.L.C.,

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Agreed to and Accepted as
of _____, 20__.

"Tenant":

_____,

a _____

By: _____

Name: _____

Title: _____

Exhibit 10.51

FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE (this "**First Amendment**") is made and entered into as of the 7th day of February, 2018, by and between 10900 WILSHIRE, L.L.C., a Delaware limited liability company ("**Landlord**"), and CHROMADEX, INC., a California corporation ("**Tenant**").

RECITALS:

A. Landlord and Tenant entered into that certain Lease, dated as of July 6, 2017 (the "**Office Lease**"), as supplemented by that certain Notice of Lease Term Dates, dated as of September 15, 2017 (the "**Commencement Letter**") (the Office Lease and Commencement Letter shall be collectively referred to herein as the "**Lease**"), whereby Landlord leases to Tenant and Tenant leases from Landlord that certain space (the "**Existing Premises**"), commonly known as Suite 650, comprising 4,512 rentable (3,746 usable) square feet of space and located on the sixth (6th) floor of the building (the "**Building**") located at 10900 Wilshire Boulevard, Los Angeles, California.

B. Tenant desires to (i) expand the Existing Premises to include that certain space (the "**Expansion Premises**") consisting of 2,429 rentable (2,017 usable) square feet of space, commonly known as Suite 610 and located on the sixth (6th) floor of the Building, as delineated on **Exhibit A** attached hereto and made a part hereof, and (ii) make other modifications to the Lease, and in connection therewith, Landlord and Tenant desire to amend the Lease as hereinafter provided.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Capitalized Terms**. All capitalized terms when used herein shall have the same meaning as is given such terms in the Lease unless expressly superseded by the terms of this First Amendment.

2. Modification of Premises. Notwithstanding any provision to the contrary contained in the Lease, effective as of the date (the "**Expansion Commencement Date**") that is five (5) Business Days following the date that this First Amendment is fully executed and delivered by Landlord and Tenant and Landlord has delivered exclusive possession of the Expansion Premises to Tenant in the condition required in subsections (i) and (ii) of this Section 2, Tenant shall lease from Landlord and Landlord shall lease to Tenant the Expansion Premises subject to the terms of this First Amendment. Landlord shall (i) deliver exclusive possession of the Expansion Premises to Tenant with all existing furniture, fixtures and equipment and any other personal property removed, and (ii) cause the Building Systems serving the Expansion Premises to be in good working order upon the date of Landlord's delivery of the Expansion Premises to Tenant. Consequently, effective upon the Expansion Commencement Date, the Existing Premises shall be increased to include the Expansion Premises. Except as otherwise provided in this First Amendment, all references in the Lease and this First Amendment to the "Premises" shall include the Existing Premises and the Expansion Premises. Notwithstanding anything to the contrary contained in the Lease, Landlord and Tenant hereby stipulate to the rentable and usable square feet of the Expansion Premises as set forth in Recital B above, and agree that the Expansion Premises shall not be subject to remeasurement or modification at any time during the Expansion Term (as that term is defined in Section 3 below).

3. **Expansion Term**. The term of Tenant's lease of the Expansion Premises (the "**Expansion Term**") shall commence on the Expansion Commencement Date and shall expire (unless sooner terminated as provided in the Lease, as amended) coterminously with Tenant's lease of the Existing Premises on October 31, 2021 (the "**Lease Expiration Date**").

4. Expansion Premises Rent.

4.1. **Expansion Premises Fixed Rent**. Notwithstanding any provision to the contrary contained in the Lease, commencing on the Expansion Commencement Date and continuing throughout the Expansion Term, Tenant shall, in addition to any Fixed Rent payable with respect to the Existing Premises under the Lease, pay to Landlord monthly installments of Fixed Rent for the Expansion Premises as follows, but otherwise in accordance with the terms of the Lease:

Period During Expansion Term	Monthly Fixed Rent
Expansion Commencement Date – November 30, 2018	$8,992.62*
December 1, 2018 – November 30, 2019	$10,687.60*
December 1, 2019 – November 30, 2020	$11,061.67
December 1, 2020 – Lease Expiration Date	$11,448.82

*Subject to abatement as provided in Section 4.2 below.

Upon Tenant's execution and delivery of this First Amendment to Landlord, Tenant shall pay to Landlord $8,992.62, which shall be applied to the prorated installment of monthly Fixed Rent due for Expansion Premises for the month of February, 2018, with the balance applied to the month of May, 2018, next payable for the Expansion Premises.

4.2. **Abatement of Fixed Rent for Expansion Premises**. Notwithstanding anything in Section 4.1 above to the contrary, Tenant shall have no obligation to pay Fixed Rent for the Expansion Premises for the periods and in the amounts set forth in this Section 4.2 below, as follows: (i) full abatement of Fixed Rent for the full calendar months of March and April, 2018 of the Expansion Term in the aggregate amount of $17,985.24; (ii) abatement of fifty percent (50%) of the monthly Fixed Rent for the Expansion Premises for the month of August 2018 (i.e., $4,496.31); and (iii) full abatement of Fixed Rent for the Expansion Premises for the months of September 2018, October 2018, November 2018, January 2019, February 2019, March 2019 and April 2019 in the aggregate amount of $69,728.26. The total amount of Fixed Rent to be abated pursuant to this Section 4.2 equals and shall not exceed $92,209.81 (collectively, the "**Expansion Premises Abatement**"). The period during which Fixed Rent is to be abated under this Section 4.2 is referred to herein as the "**Expansion Premises Abatement Period**"). Nothing contained in this Section 4.2 shall be construed as relieving Tenant of its obligation to pay Tenant's Operating Payment and Tenant's Tax Payment, and any and all parking costs and taxes in connection with the "Expansion Premises Parking Passes" payable under Section 6 below, during the Expansion Premises Abatement Period. Landlord and Tenant acknowledge that the terms and provisions of this Section 4.2 shall pertain to Tenant's lease of the Expansion Premises under this First Amendment only, and shall not affect or in any way modify any Rent payable by Tenant under the Lease, as amended, with respect to the Existing Premises.

4.3. **Tenant's Operating Payment and Tenant's Tax Payment for Expansion Premises** . Notwithstanding any provision to the contrary contained in the Lease, commencing on the Expansion Commencement Date, Tenant shall pay to Landlord Tenant's Operating Payment and Tenant's Tax Payment in connection with the Expansion Premises in accordance with the terms of Article 7 of the Office Lease, provided that with respect to the calculation of Tenant's Operating Payment and Tenant's Tax Payment in connection with the Expansion Premises:

4.3.1 Commencing on the Expansion Commencement Date and continuing through November 30, 2018, Tenant's Tax Payment and Tenant's Operating Payment shall be equal to $980.08 per month; provided, however, Tenant shall not be obligated to pay any such Tenant's Tax Payment and Tenant's Operating Payment during the full calendar months of March and April, 2018 of the Expansion Term; and

4.3.2 Commencing on December 1, 2018, the Base Year shall be the calendar year 2019 and Tenant's Proportionate Share of Operating Expenses and Taxes shall equal 1.0243% (it being acknowledged and agreed that (i) commencing on December 1, 2018 and continuing through December 31, 2019, no monthly Operating Payment and Tax Payment shall be payable and (ii) commencing in the calendar year 2020, Tenant shall only be obligated to pay for Tenant's Proportionate Share of any such Tenant's Operating Payment and Tenant's Tax Payment to the extent that the Operating Expenses and Taxes applicable to the Expansion Premises in any Comparison Year (starting in 2020) exceed the Operating Expenses and Taxes for the foregoing Base Year).

5. **Condition of Premises; Expansion Premises Tenant Improvement Allowance**.

5.1. **Condition of Premises**. Tenant acknowledges that it shall continue to accept, the Existing Premises in its presently existing, "as-is" condition, and, Landlord shall not be obligated to provide or pay for any improvement work related to the improvement of the Existing Premises. Additionally, Tenant hereby acknowledges and agrees to accept the Expansion Premises, in its "as-is" condition, and that except as expressly otherwise provided in Section 2 above and this Section 5, Landlord shall not be obligated to provide or pay for any improvement work related to the improvement of Expansion Premises. The terms of this Section 5.1 shall in no event alter or modify Landlord's repair and maintenance obligations or any other obligations of Landlord under the Lease, including the services required to be provided by Landlord under the Lease, as and to the extent set forth in the Lease. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Existing Premises, the Expansion Premises, the Building or the Real Property or with respect to the suitability of any of the foregoing for the conduct of Tenant's business in the Existing Premises or the Expansion Premises. Notwithstanding the foregoing, Landlord shall tender exclusive possession of the Expansion Premises to Tenant on the Expansion Commencement Date with the Building Systems serving the Expansion Premises in good working order.

5.2. **Expansion Premises Tenant Improvement Allowance**.

5.2.1 **In General**. Subject to the terms of this Section 5.2.1 and Section 5.2.2 below, Tenant shall be entitled to a one-time tenant improvement allowance (the "**Expansion Premises Tenant Improvement Allowance**") in the total amount of up to Sixty-Nine Thousand Nine Hundred and 88/100 Dollars ($69,900.88) (i.e., $23.72 per rentable square foot of the Expansion Premises plus an additional $12,285.00) for the costs relating to the design and construction of Tenant's improvements which are permanently affixed to the Expansion Premises (the "**Expansion Premises Tenant Improvements**"). Tenant shall have the right to use up to $36,435.00 of the Expansion Premises Tenant Improvement Allowance (i.e., an up to $15.00 per rentable square foot of the Expansion Premises) towards soft costs incurred by Tenant in connection with the construction of the Expansion Premises Tenant Improvements, including, including, without limitation, costs incurred by Tenant to purchase and install furniture, fixtures and equipment in the Expansion Premises. Except as expressly provided in this Section 5.2, the Expansion Premises Tenant Improvements shall be constructed as Alterations at Tenant's sole cost and expense in accordance with the terms and provisions of Article 5 of the Office Lease, provided, however, that Tenant shall not be obligated to pay to Landlord any supervision fees pursuant to the terms of Section 5.6 of the Lease in connection with the Expansion Premises Tenant Improvements. Any portion of the Expansion Premises Tenant Improvement Allowance not used by Tenant in accordance with the terms of this Section 5.2 on or before the first anniversary of the Expansion Commencement Date, shall automatically revert to Landlord, and Tenant shall have no further rights with respect thereto.

5.2.2 **Disbursement of Expansion Premises Tenant Improvement Allowance**. During the construction of the Expansion Premises Tenant Improvements, Tenant may request, and Landlord shall make monthly disbursements of the Expansion Premises Tenant Improvement Allowance for the benefit of Tenant and shall authorize the release of monies for the benefit of Tenant as follows:

5.2.2.1 **Monthly Disbursements**. On or before the twentieth (20th) day of each calendar month during the construction of the Expansion Premises Tenant Improvements (the "**Submittal Date**") (or such other date as Landlord may designate), Tenant shall deliver to Landlord: (i) a request for payment of the contractor retained to construct the Expansion Premises Tenant Improvements, approved by Tenant, (ii) executed mechanic's lien releases, which lien releases shall be conditional with respect to the then-requested payment amounts and unconditional with respect to payment amounts previously disbursed by Landlord or Tenant, which shall comply with the applicable provisions of California Civil Code Sections 8132, 8134, 8136 and 8138 and (iii) all applicable invoices related to the payment and disbursement request from all general contractors, subcontractors, laborers, materialmen, and suppliers used by Tenant for labor rendered and materials delivered to the Expansion Premises in connection with the Expansion Premises Tenant Improvements. Tenant's request for payment shall be deemed Tenant's acceptance and approval (as between Tenant and Landlord only) of the work furnished and/or the materials supplied as set forth in Tenant's payment request. On or before the date occurring forty-five (45) days after the Submittal Date, and assuming Landlord receives all of the information described in items (i) through (iii), above, Landlord shall deliver a check to Tenant in payment of the lesser of: (A) the amounts so requested by Tenant, as set forth in this Section 5.2.2.1, above, up to an aggregate total of ninety percent (90%) of the Expansion Premises Tenant Improvement Allowance (the remaining ten percent (10%) of the Expansion Tenant Improvement Allowance shall be the " **Final Retention**"), and (B) the balance of any remaining available portion of the Expansion Premises Tenant Improvement Allowance (not including the Final Retention), provided that Landlord does not dispute any request for payment due to any substandard work. Landlord's payment of such amounts shall not be deemed Landlord's approval or acceptance of the work furnished or materials supplied as set forth in Tenant's payment request.

5.2.2.2 **Final Retention**. Subject to the provisions of this Section 5.2, a check for the Final Retention payable to Tenant shall be delivered by Landlord to Tenant following the completion of construction of the Expansion Premises Tenant Improvements, provided that (i) Tenant delivers to Landlord properly executed unconditional mechanics lien releases in compliance with both California Civil Code Section 8134 and either Section 8136 or Section 8138 from Tenant's contractor or subcontractors and any other party which has lien rights in connection with the construction of the Tenant Improvements, (ii) Landlord has determined that no substandard work exists that adversely affects the mechanical, electrical, plumbing, heating, ventilating and air conditioning, life-safety or other systems of the Building, the curtain wall of the Building, the structure or exterior appearance of the Building, or any other tenant's use of such other tenant's leased premises in the Building, and (iii) Tenant delivers to Landlord a certificate from Tenant's architect certifying that the construction of the Expansion Premises Tenant Improvements has been completed.

6. **Parking**. In connection with Tenant's lease of the Expansion Premises, throughout the Expansion Term, Tenant shall have the right, but not the obligation, in addition to the parking allotted to Tenant in connection with Tenant's lease of the Existing Premises, to rent from Landlord, up to eight (8) unreserved parking passes (the "**Expansion Premises Parking Passes**"), on a monthly basis, which Expansion Premises Parking Passes shall pertain to and be located in the subterranean parking garage of the Building Parking Facility. Tenant shall have the right to convert up to one (1) such unreserved Expansion Premises Parking Pass to a single reserved parking pass (which, for purposes of this Section 6, shall also be deemed an Expansion Premises Parking Pass), which reserved Expansion Premises Parking Pass shall be for a single reserved parking stall located on the PA level of the subterranean of the Building Parking Facility, the exact location of which shall be mutually determined by Tenant and Landlord. Notwithstanding any provision to the contrary contained in the Lease, but subject to the terms of this Section 6, Tenant shall pay to Landlord for Expansion Premises Parking Passes on a monthly basis the applicable Parking Charge, which shall be inclusive of taxes, from time to time at the location of such Expansion Premises Parking Passes; provided, however, that Tenant shall have no obligation to pay a Parking Charge for any Expansion Premises Parking Passes rented by Tenant during the period from the Expansion Commencement Date through the last day of the twelfth (12th) full calendar month of the Expansion Term (the "**Expansion Parking Abatement Period**"). Notwithstanding anything to the contrary contained in the Lease, during the Expansion Parking Abatement Period, the Parking Charges for the Expansion Premises Parking Passes shall be fixed, without increase, at (i) $210.72 per unreserved Expansion Premises Parking Pass per month, and (ii) at $316.16 per reserved Expansion Premises Parking Pass per month (the foregoing rates are inclusive of taxes). Commencing on the first day of the thirteenth (13th) full calendar month of the Expansion Term and continuing annually thereafter, the Parking Charge for such Expansion Premises Parking Passes shall not increase by more than three percent (3%) per 12-month period thereafter, on a cumulative, compounding basis, over the Parking Charge for such Expansion Premises Parking Passes in effect during the prior 12-month period. Except as expressly otherwise provided in this Section 6, the terms and provisions of Article 28 of the Office Lease shall remain in effect and apply to Tenant's use of the Expansion Premises Parking Passes. Landlord and Tenant acknowledge and agree that the terms and provisions of this Section 6 shall pertain to Tenant's parking rights with respect to the Expansion Premises only, and shall not affect or in any way modify any parking rights and obligations of Tenant under the Lease with respect to the Existing Premises.

7. **CASp**. For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Existing Premises and the Expansion Premises have not undergone inspection by a person certified as a Certified Access Specialist (CASp). In addition, the following notice is hereby provided pursuant to Section 1938(e) of the California Civil Code: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of and in connection with such notice: (i) Tenant, having read such notice and understanding Tenant's right to request and obtain a CASp inspection and with advice of counsel, hereby elects not to obtain such CASp inspection and forever waives its rights to obtain a CASp inspection with respect to the Existing Premises and Expansion Premises, the Building and/or the Real Property to the extent permitted by applicable Requirements now or hereafter in effect; and (ii) if the waiver set forth in clause (i) hereinabove is not enforceable pursuant to applicable Requirements now or hereafter in effect, then Landlord and Tenant hereby agree as follows (which constitute the mutual agreement of the parties as to the matters described in the last sentence of the foregoing notice): (A) Tenant shall have the one-time right to request for and obtain a CASp inspection, which request must be made, if at all, in a written notice delivered by Tenant to Landlord within thirty (30) days after the Expansion Commencement Date; (B) any CASp inspection timely requested by Tenant shall be conducted (1) between the hours of 9:00 a.m. and 5:00 p.m. on any Business Day, (2) only after ten (10) days' prior written notice to Landlord of the date of such CASp inspection, (3) in a professional manner by a CASp designated by Landlord and without any testing that would damage the Expansion Premises or Existing Premises, the Building or the Real Property in any way, (4) in accordance with all of the provisions of the Lease, as amended, applicable to Tenant contracts for construction, and (5) at Tenant's sole cost and expense, including, without limitation, Tenant's payment of the fee for such CASp inspection, the fee for any reports and/or certificates prepared by the CASp in connection with such CASp inspection (collectively, the "**CASp Reports**") and all other costs and expenses in connection therewith; (C) Landlord shall be an express third party beneficiary of Tenant's contract with the CASp, and any CASp Reports shall be addressed to both Landlord and Tenant; (D) Tenant shall deliver a copy of any CASp Reports to Landlord within two (2) Business Days after Tenant's receipt thereof; (E) any information generated by the CASp inspection and/or contained in the CASp Reports shall not be disclosed by Tenant to anyone other than (I) contractors, subcontractors and/or consultants of Tenant, in each instance who have a need to know such information and who agree in writing not to further disclose such information, or (II) any governmental entity, agency or other person, in each instance to whom disclosure is required by applicable Requirements or by regulatory or judicial process; (F) Tenant, at its sole cost and expense, shall be responsible for making any improvements, alterations, modifications and/or repairs to or within the Existing Premises and Expansion Premises to correct violations of construction-related accessibility standards, including, without limitation, any violations disclosed by such CASp inspection; and (G) if such CASp inspection identifies any improvements, alterations, modifications and/or repairs necessary to correct violations of construction-related accessibility standards relating to those items of the Building and/or the Real Property located outside the Expansion Premises and Existing Premises, then Tenant shall be responsible for performing any such improvements, alterations, modifications and/or repairs as and to the extent required by applicable Requirements to the extent provided in Section 8.1(a) of the Office Lease and Landlord shall be responsible for performing any such improvements, alterations, modifications and/or repairs as and to the extent required by applicable Requirements to the extent provided in Section 8.1(c) of the Office Lease.

8. **Security Deposit**. Notwithstanding any provision to the contrary set forth in the Lease, Landlord and Tenant acknowledge that, in accordance with the terms of the Lease, Tenant has previously delivered the sum of Forty-Two Thousand Five Hundred Twenty-One and 55/100 Dollars ($42,521.55) to Landlord as security for the faithful performance by Tenant of the terms, covenants and conditions of the Lease. Concurrently with Tenant's execution and delivery of this First Amendment to Landlord, Tenant shall deposit with Landlord an amount equal to Twenty-Two Thousand Eight Hundred Ninety-Seven and 64/100 Dollars ($22,897.64) to be held by Landlord as an addition to the existing Security Deposit. Accordingly, notwithstanding anything in the Lease to the contrary, effective as of the date hereof, the Security Deposit to be held by Landlord pursuant to the Lease, as amended hereby, shall equal Sixty-Five Thousand Four Hundred Nineteen and 19/100 Dollars ($65,419.19).

9. Signage.

9.1. **Entry Signage**. Tenant's identifying signage to the Expansion Premises shall be provided by Landlord, at Landlord's cost, and such signage shall be comparable to that used by Landlord for other similar floors in the Building and shall comply with Landlord's then-current Building standard signage program (it being acknowledged and agreed by Landlord that any such signage may include the installation of a Building standard door plaque at the entrance of the Expansion Premises).

9.2. **Directory**. Tenant shall have the right, at Landlord's cost, to have its name located on one (1) line on the directory board located in the lobby of the Building, in connection with its lease of the Expansion Premises.

10. **Brokers**. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this First Amendment other than Tishman Speyer Properties, L.P. and Cushman & Wakefield of California, Inc. (collectively, the "**Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this First Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent, other than the Brokers. The terms of this Section 10 shall survive the expiration or earlier termination of the Lease, as amended.

11. **Limitation on Liability**. Notwithstanding any provision to the contrary contained in the Lease, Landlord and Tenant acknowledge and agree that the liability of Landlord for Landlord's obligations under the Lease, as amended, and any other documents executed by Landlord and Tenant in connection with the Lease (collectively, the "**Lease Documents**") shall be limited to Landlord's interest in the Real Property and Tenant shall not look to any other property or assets of Landlord or the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Landlord (collectively, the "**Landlord Parties**") in seeking either to enforce Landlord's obligations under the Lease Documents or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the Landlord Parties shall be personally liable for the performance of Landlord's obligations under the Lease Documents. In no event shall Landlord or the Landlord Parties be liable for, and Tenant, on behalf of itself and all other subtenants or occupants of the Premises and their respective agents, contractors, subcontractors, employees, invitees or licensees, hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with the Lease Documents.

12. **Tax Status of Beneficial Owner**. Tenant recognizes and acknowledges that Landlord and/or certain beneficial owners of Landlord may from time to time qualify as real estate investment trusts pursuant to Sections 856, et seq. of the Tax Code and that avoiding (a) the loss of such status, (b) the receipt of any income derived under any provision of the Lease, as amended, that does not constitute "rents from real property" (in the case of real estate investment trusts), and (c) the imposition of income, penalty or similar taxes (each an "**Adverse Event**") is of material concern to Landlord and such beneficial owners. In the event that the Lease, as amended, or any document contemplated hereby could, in the opinion of counsel to Landlord, result in or cause an Adverse Event, Tenant agrees to cooperate with Landlord in negotiating an amendment or modification thereof and shall at the request of Landlord execute and deliver such documents reasonably required to effect such amendment or modification. Any amendment or modification pursuant to this Section 12 shall be structured so that the economic results to Landlord and Tenant shall be substantially similar to those set forth in the Lease, as amended, without regard to such amendment or modification. Without limiting any of Landlord's other rights under this Section 12, Landlord may waive the receipt of any amount payable to Landlord hereunder and such waiver shall constitute an amendment or modification of the Lease, as amended, with respect to such payment. Tenant expressly covenants and agrees not to enter into any sublease or assignment which provides for rental or other payment for such use, occupancy, or utilization based in whole or in part on the net income or profits derived by any person from the property leased, used, occupied, or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and that any such purported sublease or assignment shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy, or utilization of any part of the Premises.

13. **Authority**. If Tenant is a corporation, trust, limited liability company or partnership, each individual executing this First Amendment on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in California and that Tenant has full right and authority to execute and deliver this First Amendment and that each person signing on behalf of Tenant is authorized to do so. In such event, Tenant shall, within ten (10) days after Landlord's request, deliver to Landlord satisfactory evidence of such authority, and, upon demand by Landlord, Tenant shall also deliver to Landlord satisfactory evidence of (i) good standing in Tenant's state of formation and (ii) qualification to do business in California.

14. Conflict; No Further Modification. In the event of any conflict between the terms and provisions of the Lease and this First Amendment, the terms and provisions of this First Amendment shall prevail. Except as specifically set forth in this First Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect.

[END OF DOCUMENT; SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this First Amendment has been executed as of the day and year first above written.

"**LANDLORD**"	LANDLORD: 10900 WILSHIRE, L.L.C., a Delaware limited liability company By: /s/ Steven Wechsler Name: Steven Wechsler Title: Senior Managing Director
"**TENANT**"	CHROMADEX, INC., a California corporation By: /s/ Kevin Farr Name: Kevin Farr Title: CFO By: _____ Name: _____ Title: _____

EXHIBIT A

10900 WILSHIRE

OUTLINE OF EXPANSION PREMISES

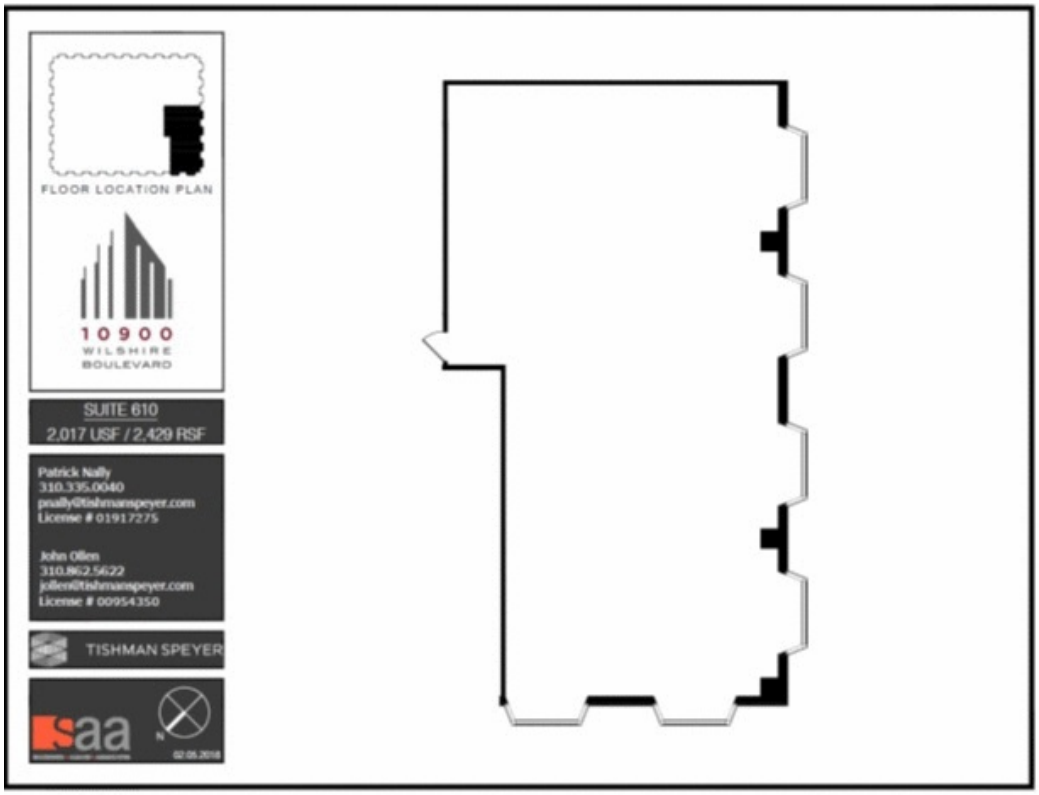


Exhibit 10.52

SECOND AMENDMENT TO LEASE

This SECOND AMENDMENT TO LEASE (this "**Second Amendment**") is made and entered into as of June 30, 2018, by and between 10900 WILSHIRE, L.L.C., a Delaware limited liability company ("**Landlord**"), and CHROMADEX, INC., a California corporation ("**Tenant**").

R E C I T A L S:

A. Landlord and Tenant are parties to that certain Lease, dated July 6, 2017 (the "**Office Lease**"), as amended by that certain First Amendment to Lease, dated February 7, 2018 (the "**First Amendment**"), whereby Landlord leases to Tenant and Tenant leases from Landlord that certain premises (the "**Premises**"), commonly known as Suite 610 and Suite 650, and located on the sixth (6th) floor of that certain office building located at 10900 Wilshire Boulevard, Los Angeles, California (the "**Building**"), as more particularly set forth in the Lease. The Office Lease and First Amendment shall collectively be referred to herein as the "**Lease**".

B. Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

1. **Capitalized Terms**. Each capitalized term when used herein shall have the same respective meaning as is given such term in the Lease, unless expressly provided otherwise in this Second Amendment.

2. **Temporary Storage Space**.

2.1 **In General**. Subject to the terms of this Section 2, commencing as of July 1, 2018, and continuing thereafter on a month-to-month basis (the "**Storage Space Term**"), Landlord shall rent to Tenant and Tenant shall rent from Landlord, that certain storage space consisting of 96 square feet, commonly known as PD-9, and located in the Building Parking Facility (the "**Storage Space**"), as delineated on Exhibit A attached hereto. Notwithstanding any provision to the contrary contained in this Section 2, Landlord and Tenant shall each have the right to terminate Tenant's lease of the Storage Space upon not less than thirty (30) days prior written notice to the other party.

2.2 **Rent**. The Storage Space shall be leased by Tenant at a monthly rental rate equal to $228.48 (*i.e.*, $2.38 per rentable square feet of the Storage Space) (the "**Storage Space Rent**"). The Storage Space Rent shall be due on a monthly basis concurrent with Tenant's payment of Fixed Rent due with respect to the Premises, and shall constitute Rent. Concurrently with Tenant's execution and delivery of this Second Amendment, Tenant shall deliver to Landlord a check in the amount of $228.48, as payment of the Storage Space Rent due for the first month of the Storage Space Term.

2.3 **Condition of Storage Space**. Tenant acknowledges that (i) Tenant is fully aware of the condition of the Storage Space and shall accept the Storage Space in its presently existing "as-is" condition, and (ii) Landlord shall have no obligation to provide or pay for any improvement work or services related to the improvement of the Storage Space. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Storage Space or with respect to the suitability of the same for the conduct of Tenant's business.

2.4 **Other Terms**. The Storage Space shall be used only for storage of boxes, files, furniture, office equipment and other similar items associated with commercial office space and for no other purpose whatsoever without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Tenant shall not make any alterations, improvements or modifications to the Storage Space and shall be fully responsible for repairing any damage to the Storage Space resulting from or relating to Tenant's use thereof. Tenant shall comply with such rules and regulations as may be promulgated by Landlord from time to time pertaining to the use of the Storage Space. Tenant acknowledges that Landlord shall have no obligation to provide security or any other services described in Article 10 of the Lease, other than lighting during Ordinary Business Hours, with respect to the Storage Space. Tenant shall indemnify, defend and hold harmless Landlord and the Parties (as defined in Section 3, below) from and against any and all loss, liability, claims, expenses, damages or costs (including, without limitation, court costs and reasonable attorneys' fees) arising out of or in connection with Tenant's use of the Storage Space. Tenant's insurance obligations under the Lease shall also pertain to Tenant's use of the Storage Space.

2.5 **Required Disclosures Related to Accessibility Standards**. For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Storage Space have not undergone inspection by a person certified as a Certified Access Specialist (CASp). In addition, the following notice is hereby provided pursuant to Section 1938(e) of the California Civil Code: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of and in connection with such notice: (i) Tenant, having read such notice and understanding Tenant's right to request and obtain a CASp inspection and with advice of counsel, hereby elects not to obtain such CASp inspection and forever waives its rights to obtain a CASp inspection with respect to the Storage Space, the Building and/or the Real Property to the extent permitted by applicable Requirements now or hereafter in effect; and (ii) if the waiver set forth in clause (i) hereinabove is not enforceable pursuant to applicable Requirements now or hereafter in effect, then Landlord and Tenant hereby agree as follows (which constitute the mutual agreement of the parties as to the matters described in the last sentence of the foregoing notice): (A) Tenant shall have the one-time right to request for and obtain a CASp inspection, which request must be made, if at all, in a written notice delivered by Tenant to Landlord within thirty (30) days after the commencement of the Storage Space Term; (B) any CASp inspection timely requested by Tenant shall be conducted (1) between the hours of 9:00 a.m. and 5:00 p.m. on any Business Day, (2) only after ten (10) days' prior written notice to Landlord of the date of such CASp inspection, (3) in a professional manner by a CASp designated by Landlord and without any testing that would damage the Storage Space, the Building or the Real Property in any way, (4) in accordance with all of the provisions of the Lease, as amended, applicable to Tenant contracts for construction, and (5) at Tenant's sole cost and expense, including, without limitation, Tenant's payment of the fee for such CASp inspection, the fee for any reports and/or certificates prepared by the CASp in connection with such CASp inspection (collectively, the "**CASp Reports**") and all other costs and expenses in connection therewith; (C) Landlord shall be an express third party beneficiary of Tenant's contract with the CASp, and any CASp Reports shall be addressed to both Landlord and Tenant; (D) Tenant shall deliver a copy of any CASp Reports to Landlord within two (2) Business Days after Tenant's receipt thereof; (E) any information generated by the CASp inspection and/or contained in the CASp Reports shall not be disclosed by Tenant to anyone other than (I) contractors, subcontractors and/or consultants of Tenant, in each instance who have a need to know such information and who agree in writing not to further disclose such information, or (II) any governmental entity, agency or other person, in each instance to whom disclosure is required by applicable Requirements or by regulatory or judicial process; (F) Tenant, at its sole cost and expense, shall be responsible for making any improvements, alterations, modifications and/or repairs to or within the Storage Space to correct violations of construction-related accessibility standards, including, without limitation, any violations disclosed by such CASp inspection; and (G) if such CASp inspection identifies any improvements, alterations, modifications and/or repairs necessary to correct violations of construction-related accessibility standards relating to those items of the Building and/or the Real Property located outside the Storage Space, then Tenant shall be responsible for performing any such improvements, alterations, modifications and/or repairs as and to the extent required by applicable Requirements to the extent provided Section 8.1(a) of the Lease and Landlord shall be responsible for performing any such improvements, alterations, modifications and/or repairs as and to the extent required by applicable Requirements to the extent provided in Section 8.1(c) of the Lease.

3. **Limitation on Liability**. The liability of Landlord for Landlord's obligations under the Lease, as amended, and any other documents executed by Landlord and Tenant in connection with the Lease, as amended (collectively, the "**Lease Documents**") shall be limited to Landlord's interest in the Real Property (including any rent, insurance, sales and condemnation proceeds actually received by Landlord and not subject to any superior rights of any third parties) and Tenant shall not look to any other property or assets of Landlord or the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Landlord (collectively, the " **Parties**") in seeking either to enforce Landlord's obligations under the Lease Documents or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the Parties shall be personally liable for the performance of Landlord's obligations under the Lease Documents. In no event shall Landlord be liable for, and Tenant, on behalf of itself and all other subtenants or occupants of the Premises and their respective agents, contractors, subcontractors, employees, invitees or licensees hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with the Lease Documents.

4. **Tax Status of Beneficial Owner**. Tenant recognizes and acknowledges that Landlord and/or certain beneficial owners of Landlord may from time to time qualify as real estate investment trusts pursuant to Sections 856, et seq. of the Internal Revenue Code and that avoiding (a) the loss of such status, (b) the receipt of any income derived under any provision of the Lease, as amended, that does not constitute "rents from real property" (in the case of real estate investment trusts), and (c) the imposition of income, penalty or similar taxes (each an "**Adverse Event**") is of material concern to Landlord and such beneficial owners. In the event that the Lease, as amended, or any document contemplated hereby could, in the opinion of counsel to Landlord, result in or cause an Adverse Event, Tenant agrees to cooperate with Landlord in negotiating an amendment or modification thereof for the limited purpose of addressing such Adverse Event and shall at the request of Landlord execute and deliver such documents reasonably required to effect such amendment or modification, provided that Landlord shall, after the receipt of an invoice therefor, reimburse Tenant for its reasonable and actual out-of-pocket attorneys fees incurred in connection with Tenant's review of such amendment or modification. Any amendment or modification pursuant to this Section 4 shall be structured so that the economic results to Landlord and Tenant shall be substantially similar to those set forth in the Lease, as amended, without regard to such amendment or modification. Without limiting any of Landlord's other rights under this Section 4, Landlord may waive the receipt of any amount payable to Landlord hereunder and such waiver shall constitute an amendment or modification of the Lease, as amended, with respect to such payment. Tenant expressly covenants and agrees not to enter into any sublease or assignment which provides for rental or other payment for such use, occupancy, or utilization based in whole or in part on the net income or profits derived by any person from the property leased, used, occupied, or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and that any such purported sublease or assignment shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy, or utilization of any part of the Premises.

5. **Authority**. If Tenant is a corporation, trust, limited liability company or partnership, each individual executing this Second Amendment on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in California and that Tenant has full right and authority to execute and deliver this Second Amendment and that each person signing on behalf of Tenant is authorized to do so.

6. **No Brokers**. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Second Amendment other than Tishman Speyer Properties, L.P. (the "**Broker**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Second Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than the Broker. The terms of this Section 6 shall survive the expiration or earlier termination of the Lease, as amended.

7. **Conflict; No Further Modification**. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall prevail. Except as specifically set forth in this Second Amendment, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Second Amendment has been executed as of the day and year first above written.

LANDLORD:

10900 WILSHIRE, L.L.C.,
a Delaware limited liability company

By: /s/ Paul A. Galiano

Its: Senior Managing Director

TENANT:

CHROMADEX, INC.,
a California corporation

By: /s/ Kevin Farr

Its: Chief Financial Officer

By: _____

Its: _____

EXHIBIT A

OUTLINE OF STORAGE SPACE

The floor plan which follows is intended solely to identify the general location of the Storage Space, and should not be used for any other purpose. All areas, dimensions and locations are approximate, and any physical conditions indicated may not exist as shown.

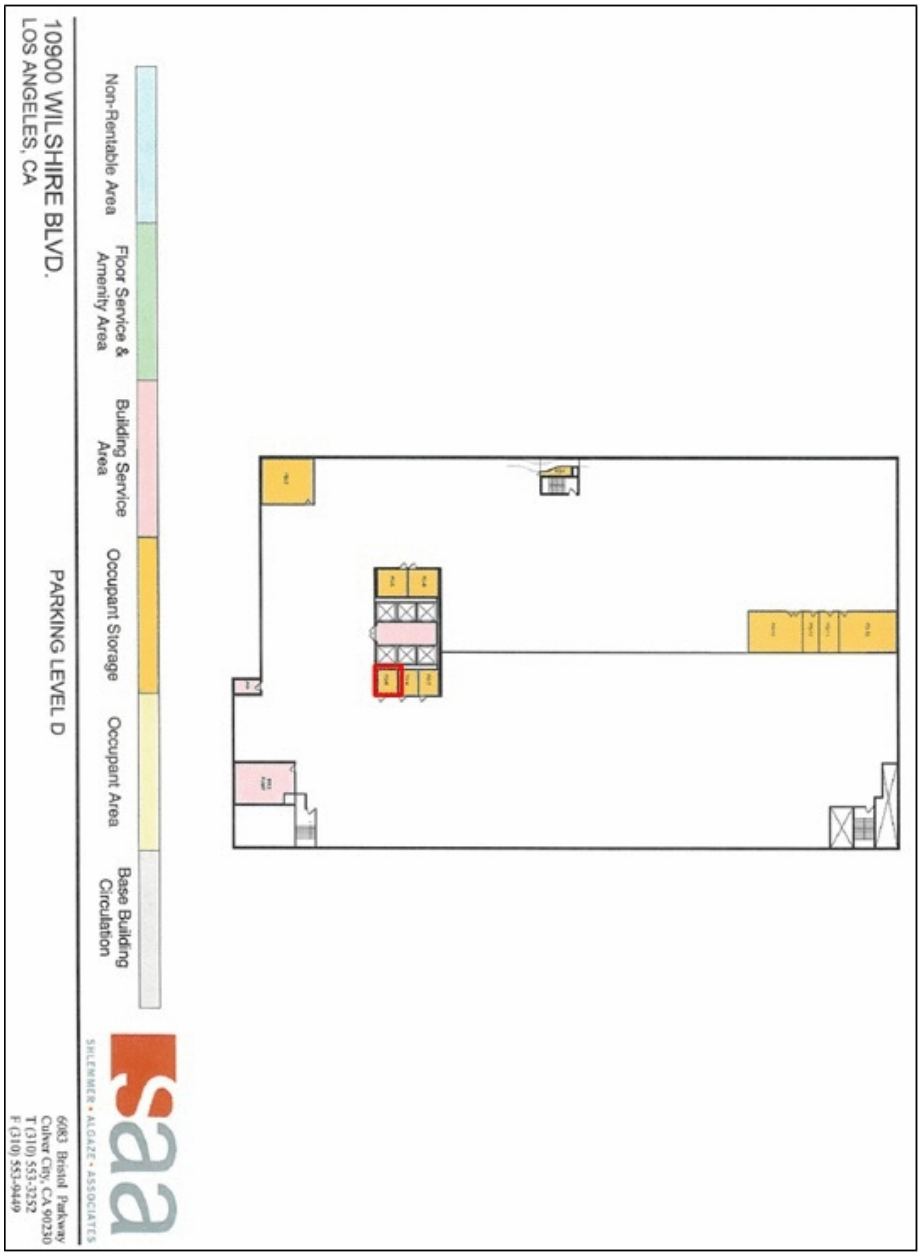


Exhibit 10.53

THIRD AMENDMENT TO LEASE

This THIRD AMENDMENT TO LEASE (this "**Third Amendment**") is made and entered into as of November 9, 2018, by and between 10900 WILSHIRE, L.L.C., a Delaware limited liability company ("**Landlord**"), and CHROMADEX, INC., a California corporation ("**Tenant**").

R E C I T A L S:

A. Landlord and Tenant are parties to that certain Lease, dated July 6, 2017 (the "**Office Lease**"), as amended by that certain First Amendment to Lease, dated February 7, 2018 (the "**First Amendment**"), and that certain Second Amendment to Lease, dated June 30, 2018 (the "**Second Amendment**")**]**, whereby Landlord leases to Tenant and Tenant leases from Landlord (i) that certain premises (the "**Existing Premises**"), commonly known as Suite 610 and Suite 650, and located on the sixth (6th) floor of that certain office building located at 10900 Wilshire Boulevard, Los Angeles, California (the "**Building**"), as more particularly set forth in the Lease, and (ii) that certain storage space, commonly known as PD-9. The Office Lease, First Amendment and Second Amendment shall collectively be referred to herein as the "**Lease**".

B. Landlord and Tenant now desire (i) to expand the Existing Premises to include that certain space comprised of approximately 3,175 rentable square feet of space, commonly known as Suite 600, as depicted on **Exhibit A** attached hereto (the "**Expansion Premises**"), and (ii) to otherwise amend the Lease, all on the terms and conditions contained herein.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

1. **Capitalized Terms**. Each capitalized term when used herein shall have the same respective meaning as is given such term in the Lease, unless expressly provided otherwise in this Third Amendment.

2. **"As-Is" Condition**. Tenant hereby agrees that Tenant is in occupancy of the Existing Premises and shall continue accept the Existing Premises in its currently existing, "as is" condition, and Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Existing Premises. Additionally, Tenant hereby acknowledges and agrees that, except as set forth in this Section 2, below, Sections 6 and 7, below, Tenant shall accept the Expansion Premises in its presently existing, "as-is" condition, and Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Expansion Premises. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Existing Premises, the Expansion Premises, or the Building or with respect to the suitability of any of the foregoing for the conduct of Tenant's business. Notwithstanding the foregoing, Landlord shall deliver possession of the Expansion Premises to Tenant (i) in a broom-clean condition, and free of debris and any personal property and affects from any prior tenants previously occupying the Expansion Premises, and (ii) with all Building Systems (defined below) serving the Expansion Premises in good working order and condition (such condition shall be referred to herein as the "**Delivery Condition**"). For the purposes of this Third Amendment, "**Building Systems**" shall mean the plumbing, sewer, drainage, electrical, fire protection, elevator, life safety and security systems and equipment, existing heating, ventilation and air-conditioning systems, and all other mechanical, electrical and communications systems and equipment which are located in the internal core of the Building and which serve the Building generally.

3. **Expansion of Existing Premises**.

3.1 **Condition Precedent**. Tenant hereby acknowledges that (i) the Expansion Premises are currently occupied by an existing tenant (the "**Existing Tenant**"), (ii) the Existing Tenant's lease of the Expansion Premises is scheduled to expire on November 30, 2018, and (iii) Landlord's ability to deliver the Expansion Premises to Tenant shall be conditioned upon the Existing Tenant's timely vacation of the Expansion Premises. In connection with the foregoing, Tenant hereby agrees that Landlord shall not be liable for any damage whatsoever, if Landlord does not tender possession of the Expansion Premises to Tenant on or before any particular date, the Lease shall not be void or voidable thereby, and the Expansion Term (defined in Section 3.2, below) shall not commence until the Expansion Commencement Date (defined in Section 3.2, below). Landlord shall use commercially reasonable efforts to cause the Existing Tenant to vacate the Expansion Premises in a timely manner. Such efforts shall require Landlord to commence legal actions against the Existing Tenant in the event that the Existing Tenant fails to vacate the Expansion Premises on or before November 30, 2018.

3.2 **Expansion Commencement Date**. Commencing on the date (the "**Expansion Commencement Date**") that Landlord delivers the Expansion Premises to Tenant in the Delivery Condition, and continuing through the Expiration Date (i.e., October 31, 2021), Tenant shall lease from Landlord and Landlord shall lease to Tenant the Expansion Premises pursuant to the terms of the Lease, except as amended by this Third Amendment. The period commencing on the Expansion Commencement Date and continuing through, and including the Expiration Date, shall be referred to herein as the "**Expansion Term**". Effective upon the Expansion Commencement Date, the Existing Premises shall be increased to include the Expansion Premises, which Premises shall be deemed to consist of 10,116 rentable square feet) and, except as otherwise specifically provided in this Third Amendment, all references in the Lease and this Third Amendment to the term "Premises" shall include the Existing Premises and the Expansion Premises. Landlord and Tenant hereby acknowledge and agree that the Expansion Premises shall be deemed to contain the rentable square feet set forth in Recital B above (and shall not be subject to re-measurement or modification during the Expansion Term). Landlord shall use commercially reasonable efforts to deliver the Expansion Premises to Tenant by December 1, 2018.

4. **Fixed Rent**.

4.1 **Existing Premises**. Tenant shall continue to pay Fixed Rent attributable to the Existing Premises in accordance with the terms of the Lease.

4.2 **Expansion Premises**.

(a) **In General**. Notwithstanding any provision to the contrary set forth in the Lease, commencing as of the Expansion Commencement Date and continuing throughout the Expansion Term, Tenant shall pay to Landlord monthly installments of Fixed Rent for the Expansion Premises in the amounts set forth in the schedule below, but otherwise in accordance with the terms and conditions of the Lease.

Months During Expansion Term	Fixed Rent Per Annum	Fixed Rent Per Month	Approximate Monthly Fixed Rent Per Rentable Square Foot*
1-12	$169,545.00	$14,128.75	$4.45
13-24	$175,479.07	$14,623.26	$4.61
25-Expiration Date	$181,620.83	$15,135.07	$4.77

*The calculations of the Monthly Fixed Rent Per Rentable Square Foot set forth above are approximate calculations based on a 3.5% increase per annum, rounded to the nearest one-hundredth. These approximations are provided for convenience only and the Fixed Rent Per Month amounts control.

Concurrently with its execution and delivery of this Third Amendment, Tenant shall deliver an amount equal to $ 14,128.75, as payment of the Fixed Rent payable for the Expansion Premises for the fifth (5th) full calendar month of the Expansion Term.

(b) **Abated Fixed Rent**. Notwithstanding the terms of Section 4.2(a), above, Tenant shall be entitled to a full abatement of Fixed Rent otherwise due for the Expansion Premises during the initial four (4) calendar months of the Expansion Term for a period of four and one half months (such period shall be referred to herein as the "**Fixed Rent Abatement Period**"). Landlord and Tenant acknowledge that Tenant's right (the "**Fixed Rent Abatement Right**") to receive Fixed Rent abatement, as set forth above, during the Fixed Rent Abatement Period has been granted to Tenant as additional consideration for Tenant's agreement to enter into this Third Amendment and comply with the terms and conditions otherwise required under the Lease, as amended. Nothing contained in this Section 4.2(b) shall be construed as relieving Tenant of its obligation to pay Tenant's Operating Payment and Tenant's Tax Payment, and any and all parking costs and taxes in connection with the Expansion Passes (defined in Section 9, below) payable under Section 9 below, during the Expansion Premises Abatement Period. Landlord and Tenant acknowledge that the terms and provisions of this Section 4.2(a) shall pertain to Tenant's lease of the Expansion Premises under this Third Amendment only, and shall not affect or in any way modify any Rent payable by Tenant under the Lease, as amended, with respect to the Existing Premises.

5. **Operating Expenses and Taxes**.

5.1 **Existing Premises**. Tenant shall continue to pay to Landlord Tenant's Proportionate Share of Operating Expenses and Taxes with respect to the Existing Premises in accordance with the terms and conditions set forth in the Lease.

5.2 **Expansion Premises**. Notwithstanding any provision to the contrary contained in the Lease, with respect to the period of the Term occurring from and after the Expansion Commencement Date, Tenant shall pay to Landlord Tenant's Proportionate Share of Operating Expenses and Taxes with respect to the Expansion Premises on the terms and conditions set forth in the Lease, provided, however, that effective as of the Expansion Commencement Date, with respect to the Expansion Premises only, the following shall apply: (i) the Base Year shall be the calendar year 2019, and (ii) Tenant's Proportionate Share of Operating Expenses and Taxes with respect to the Expansion Premises shall equal 1.338%.

6. **Improvements; Landlord Work**.

6.1 **Allowance**. Notwithstanding any provision to the contrary contained herein, Tenant shall be entitled to a one-time tenant improvement allowance (the "**Allowance**") in an aggregate amount equal to $63,500.00 (*i.e.*, $20.00 per rentable square foot of the Premises), for the costs relating to the initial design and construction of Tenant's improvements that are permanently affixed to the Expansion Premises (the "**Improvements**"). In no event shall Landlord be obligated to make disbursements from the Allowance prior to the Expansion Commencement Date, nor for costs which are unrelated to the Improvements or in a total amount which exceeds the Allowance. Except as otherwise provided in this Section 6.1, Tenant shall perform the Improvements at its sole cost and expense and in accordance with the terms of Article 5 of the Office Lease. Any portion of the Allowance not used by Tenant in accordance with the terms of this Section 6.1 on or before the first anniversary of the Expansion Commencement Date, shall automatically revert to Landlord, and Tenant shall have no further rights with respect thereto.

6.2 **Disbursement of Allowance**. During the construction of the Improvements, Tenant may request, and Landlord shall make monthly disbursements of the Allowance for the benefit of Tenant and shall authorize the release of monies for the benefit of Tenant as follows:

(a) **Monthly Disbursements**. On or before the twentieth (20th) day of each calendar month during the construction of the Improvements (the "**Submittal Date**") (or such other date as Landlord may designate), Tenant shall deliver to Landlord: (i) a request for payment of the contractor retained to construct the Improvements, approved by Tenant, (ii) executed mechanic's lien releases, which lien releases shall be conditional with respect to the then-requested payment amounts and unconditional with respect to payment amounts previously disbursed by Landlord or Tenant, which shall comply with the applicable provisions of California Civil Code Sections 8132, 8134, 8136 and 8138 and (iii) all applicable invoices related to the payment and disbursement request from all general contractors, subcontractors, laborers, materialmen, and suppliers used by Tenant for labor rendered and materials delivered to the Expansion Premises in connection with Improvements. Tenant's request for payment shall be deemed Tenant's acceptance and approval (as between Tenant and Landlord only) of the work furnished and/or the materials supplied as set forth in Tenant's payment request. On or before the date occurring not more than thirty (30) days after the Submittal Date, and assuming Landlord receives all of the information described in items (i) through (iii), above, Landlord shall deliver a check to Tenant in payment of the lesser of: (A) the amounts so requested by Tenant, as set forth in this Section 6.2(a), above, up to an aggregate total of ninety percent (90%) of the Allowance (the remaining ten percent (10%) of the Allowance shall be the "**Final Retention**"), and (B) the balance of any remaining available portion of the Allowance (not including the Final Retention), provided that Landlord does not unreasonably dispute any request for payment due to any substandard work. Landlord's payment of such amounts shall not be deemed Landlord's approval or acceptance of the work furnished or materials supplied as set forth in Tenant's payment request.

(b) **Final Retention**. Subject to the provisions of this Section 6.2, a check for the Final Retention payable to Tenant shall be delivered by Landlord to Tenant following the completion of construction of the Improvements, provided that (i) Tenant delivers to Landlord properly executed unconditional mechanics lien releases in compliance with both California Civil Code Section 8134 and either Section 8136 or Section 8138 from Tenant's contractor or subcontractors and any other party which has lien rights in connection with the construction of the Improvements, (ii) Landlord has determined that no substandard work exists that adversely affects the mechanical, electrical, plumbing, heating, ventilating and air conditioning, life-safety or other systems of the Building, the curtain wall of the Building, the structure or exterior appearance of the Building, or any other tenant's use of such other tenant's leased premises in the Building, and (iii) Tenant delivers to Landlord a certificate from Tenant's architect certifying that the construction of the Improvements has been completed.

7. **Landlord Work**. Except as specifically set forth in Sections 2, and 6 above, along with this Section 7, Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Expansion Premises. Notwithstanding the foregoing, Landlord shall, at Landlord sole cost and expense, using Building standard methods, materials, and finishes (i) repair or replace, as reasonably deemed necessary by Landlord and Tenant, any cracked, chipped exterior film glazing on all exterior windows of the Expansion Premises; (ii) repair or replace, as reasonably deemed necessary by Landlord and Tenant, the aluminum window mullions on the exterior windows of the Expansion Premises, and (iii) install Building standard window coverings, wherein such window covering specification is Mecho Shade Black/Brown 6000 series with a 3% perforation in the Expansion Premises (the foregoing items (i), (ii) and (iii) shall be known collectively as the "**Landlord Work**"). Landlord shall perform the Landlord Work concurrently with Tenant's performance of the Improvements, and in connection therewith Landlord and Tenant shall cooperate with one another. Landlord hereby acknowledges that Tenant shall have the right, but not the obligation, to occupy the Expansion Premises during the performance of the Landlord Work. Notwithstanding the foregoing, Tenant agrees that it shall reasonably cooperate with Landlord in connection with the scheduling and performance of the Landlord Work, and that Landlord shall be permitted to perform the Landlord Work during normal business hours (without the payment of overtime or other premiums to complete such work), and Tenant shall provide a clear working area for the Landlord Work (including, but not limited to, the moving of furniture, fixtures and Tenant's property away from the area in which Landlord is conducting the Landlord Work). Tenant hereby agrees that the performance of the Landlord Work shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent or damages of any kind. Furthermore, in no event shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Expansion Premises or of Tenant's personal property or improvements resulting from the Landlord Work or Landlord's actions in connection with the Landlord Work, or for any inconvenience or annoyance occasioned by the Landlord Work or Landlord's actions in connection with the Landlord Work, provided that the foregoing shall not limit Landlord's liability, if any, pursuant to applicable law for personal injury and property damage to the extent caused by the gross negligence or willful misconduct of Landlord, its agents, employees or contractors.

8. **Letter of Credit**.

8.1 **Form of Letter of Credit; Letter of Credit Amount**. On or before the date (the "**Letter of Credit Delivery Date**") that is fifteen (15) days following the execution and delivery of this Third Amendment by Landlord and Tenant, Tenant shall deliver to Landlord, as protection for the full and faithful performance by Tenant of all of its obligations under the Lease, as amended, and for all losses and damages Landlord may suffer as a result of any breach or default by Tenant under the Lease, as amended, an irrevocable and unconditional negotiable standby letter of credit (the "**Letter of Credit**"), in the form attached hereto as **Exhibit B**, or another form, which shall be subject to Landlord's reasonable approval, and containing the terms required herein, payable in the City of Los Angeles, California, running in favor of Landlord and issued by a solvent, nationally recognized bank with a long term rating of A or higher (by Standard Poor's) or a long term rating of A2 or higher (by Moody's), under the supervision of the Superintendent of Banks of the State of California, or a national banking association, in the amount of $152,077.19 (the "**Letter of Credit Amount**"). The Letter of Credit shall (i) be "callable" at sight, irrevocable and unconditional, (ii) be maintained in effect, whether through renewal or extension, for the period from the Expansion Commencement Date and continuing until the date (the "**LC Expiration Date**") that is sixty (60) days after the Expiration Date (as the same may be extended), and Tenant shall deliver a new Letter of Credit or certificate of renewal or extension to Landlord at least ninety (90) days prior to the expiration of the Letter of Credit then held by Landlord, without any action whatsoever on the part of Landlord, (iii) be fully assignable by Landlord, its successors and assigns, (iv) permit partial draws and multiple presentations and drawings, and (v) be otherwise subject to the International Standby Practices 1998, International Chamber of Commerce Publication No. 590. The form and terms of the Letter of Credit and the bank issuing the same (the "**Bank**") shall be reasonably acceptable to Landlord, in Landlord's reasonable discretion. Landlord, or its then managing agent, shall have the right to draw down an amount up to the face amount of the Letter of Credit if any of the following shall have occurred or be applicable: (1) such amount is due to Landlord under the terms and conditions of the Lease, as amended,, or (2) Tenant has filed a voluntary petition under the U.S. Bankruptcy Code or any state bankruptcy code (collectively, "**Bankruptcy Code**"), or (3) an involuntary petition has been filed against Tenant under the Bankruptcy Code, or (4) the Bank has notified Landlord that the Letter of Credit will not be renewed or extended through the LC Expiration Date or (5) the long term rating of the Bank has been downgraded to BBB or lower (by Standard & Poor's) or Baa2 or lower (by Moody's) and Tenant has failed to deliver a new Letter of Credit from a bank with a long term rating of A or higher (by Standard & Poor's) or A2 or higher (by Moody's) and otherwise meeting the requirements set forth in this Section 8 within thirty (30) days following notice from Landlord. The Letter of Credit will be honored by the Bank regardless of whether Tenant disputes Landlord's right to draw upon the Letter of Credit.

8.2 **Transfer of Letter of Credit by Landlord**. The Letter of Credit shall also provide that Landlord, its successors and assigns, may, at any time and without notice to Tenant and without first obtaining Tenant's consent thereto, transfer (one or more times) all or any portion of its interest in and to the Letter of Credit to another party, person or entity, regardless of whether or not such transfer is separate from or as a part of the assignment by Landlord of its rights and interests in and to the Lease, as amended. In the event of a transfer of Landlord's interest in the Building, Landlord shall transfer the Letter of Credit, in whole or in part, to the transferee and thereupon Landlord, without any further agreement between the parties, shall be released by Tenant from all liability therefor, and it is agreed that the provisions hereof shall apply to every transfer or assignment of the whole or any portion of said Letter of Credit to a new landlord. In connection with any such transfer of the Letter of Credit by Landlord, Tenant shall, at Tenant's sole cost and expense, execute and submit to the Bank such applications, documents and instruments as may be necessary to effectuate such transfer, and Tenant shall be responsible for paying the Bank's transfer and processing fees in connection therewith.

8.3 **Maintenance of Letter of Credit by Tenant**. If, as a result of any drawing by Landlord on the Letter of Credit, the amount of the Letter of Credit shall be less than the Letter of Credit Amount, Tenant shall, within five (5) days thereafter, provide Landlord with additional letter(s) of credit in an amount equal to the deficiency, and any such additional letter(s) of credit shall comply with all of the provisions of this Section 8, and if Tenant fails to comply with the foregoing, notwithstanding anything to the contrary contained in Section 15.1 of the Office Lease, the same shall constitute an incurable Event of Default by Tenant. Tenant further covenants and warrants that it will neither assign nor encumber the Letter of Credit or any part thereof and that neither Landlord nor its successors or assigns will be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. Without limiting the generality of the foregoing, if the Letter of Credit expires earlier than the LC Expiration Date, Landlord will accept a renewal thereof (such renewal letter of credit to be in effect and delivered to Landlord, as applicable, not later than ninety (90) days prior to the expiration of the Letter of Credit), which shall be irrevocable and automatically renewable as above provided through the LC Expiration Date upon the same terms as the expiring Letter of Credit or such other terms as may be acceptable to Landlord in its sole discretion. However, if the Letter of Credit is not timely renewed, or if Tenant fails to maintain the Letter of Credit in the amount and in accordance with the terms set forth in this Section 8, Landlord shall have the right to present the Letter of Credit to the Bank in accordance with the terms of this Section 8, and the proceeds of the Letter of Credit may be applied by Landlord against any Rent payable by Tenant under the Lease, as amended, that is not paid when due and/or to pay for all losses and damages that Landlord has suffered or that Landlord reasonably estimates that it will suffer as a result of any breach or default by Tenant under the Lease, as amended. Any unused proceeds shall constitute the property of Landlord and need not be segregated from Landlord's other assets. Landlord agrees to pay to Tenant within thirty (30) days after the LC Expiration Date the amount of any proceeds of the Letter of Credit received by Landlord and not applied against any Rent payable by Tenant under the Lease, as amended, that was not paid when due or used to pay for any losses and/or damages suffered by Landlord (or reasonably estimated by Landlord that it will suffer) as a result of any breach or default by Tenant under the Lease, as amended; provided, however, that if prior to the LC Expiration Date a voluntary petition is filed by Tenant, or an involuntary petition is filed against Tenant by any of Tenant's creditors, under the Bankruptcy Code, then Landlord shall not be obligated to make such payment in the amount of the unused Letter of Credit proceeds until either all preference issues relating to payments under the Lease, as amended, have been resolved in such bankruptcy or reorganization case or such bankruptcy or reorganization case has been dismissed.

8.4 **Landlord's Right to Draw Upon Letter of Credit**. Tenant hereby acknowledges and agrees that Landlord is entering into this Third Amendment in material reliance upon the ability of Landlord to draw upon the Letter of Credit upon the occurrence of any breach or default on the part of Tenant under the Lease, as amended. If Tenant shall breach any provision of the Lease, as amended, or otherwise be in default hereunder, Landlord may, but without obligation to do so, and without notice to Tenant, draw upon the Letter of Credit, in part or in whole, to cure any breach or default of Tenant and/or to compensate Landlord for any and all damages of any kind or nature sustained or which Landlord reasonably estimates that it will sustain resulting from Tenant's breach or default. The use, application or retention of the Letter of Credit, or any portion thereof, by Landlord shall not prevent Landlord from exercising any other right or remedy provided by the Lease, as amended, or by any applicable law, it being intended that Landlord shall not first be required to proceed against the Letter of Credit, and shall not operate as a limitation on any recovery to which Landlord may otherwise be entitled. Tenant agrees not to interfere in any way with payment to Landlord of the proceeds of the Letter of Credit, either prior to or following a "draw" by Landlord of any portion of the Letter of Credit, regardless of whether any dispute exists between Tenant and Landlord as to Landlord's right to draw upon the Letter of Credit. No condition or term of the Lease, as amended, shall be deemed to render the Letter of Credit conditional to justify the issuer of the Letter of Credit in failing to honor a drawing upon such Letter of Credit in a timely manner. Tenant agrees and acknowledges that (a) the Letter of Credit constitutes a separate and independent contract between Landlord and the Bank, (b) Tenant is not a third party beneficiary of such contract, (c) Tenant has no property interest whatsoever in the Letter of Credit or the proceeds thereof, and (d) in the event Tenant becomes a debtor under any chapter of the Bankruptcy Code, neither Tenant, any trustee, nor Tenant's bankruptcy estate shall have any right to restrict or limit Landlord's claim and/or rights to the Letter of Credit and/or the proceeds thereof by application of Section 502(b)(6) of the U. S. Bankruptcy Code or otherwise.

8.5 **Letter of Credit Not a Security Deposit**. Landlord and Tenant acknowledge and agree that in no event or circumstance shall the Letter of Credit or any renewal thereof or any proceeds thereof be (i) deemed to be or treated as a "security deposit" within the meaning of California Civil Code Section 1950.7, (ii) subject to the terms of such Section 1950.7, or (iii) intended to serve as a "security deposit" within the meaning of such Section 1950.7. The parties hereto (A) recite that the Letter of Credit is not intended to serve as a security deposit and such Section 1950.7 and any and all other laws, rules and regulations applicable to security deposits in the commercial context ("**Security Deposit Laws**") shall have no applicability or relevancy thereto and (B) waive any and all rights, duties and obligations either party may now or, in the future, will have relating to or arising from the Security Deposit Laws.

8.6 **Reduction in Letter of Credit Amount**. To the extent that (i) Tenant is not in material non-monetary or monetary default under the Lease, as amended, as of the Reduction Date (defined below), (ii) has not been in material non-monetary or monetary default, beyond all cure periods, as provided for under the terms of the Lease, as amended, during the twelve (12) month period prior to the Reduction Date, and (iii) Tenant has achieved an EBITDA margin of 15% in any consecutive twelve (12) month period during the Expansion Term, then the Letter of Credit Amount shall be reduced by fifty percent (50%) on the first day following the expiration of any such twelve (12) month period (the "**Reduction Date**"). To the extent that Tenant has satisfied the terms of the foregoing items (i) through (iii), then Tenant shall have the right to reduce the Letter of Credit Amount as set forth above via the delivery to Landlord of either (x) an amendment to the existing Letter of Credit (in form and content reasonably acceptable to Landlord) modifying the Letter of Credit Amount to the amount then required under this Section 8.6, or (y) an entirely new Letter of Credit (in the form and content otherwise required in this Section 8) in the total Letter of Credit Amount then required under this Section 8.6.

9. **Parking**. Notwithstanding any provision to the contrary contained in the Lease, in addition to the parking rights granted to Tenant in the Lease, in connection with Tenant's lease of the Expansion Premises, Tenant shall have the right, but not obligation, to rent from Landlord up to ten (10) additional unreserved parking passes (the "**Expansion Passes**") on a monthly basis throughout the Expansion Term, which parking passes shall pertain to the Building Parking Facility. Tenant shall have the right to convert up to two (2) of the Expansion Passes allocated to Tenant to two (2) reserved parking passes, which reserved parking passes shall be located on the PA or PB level of the Building Parking Facility. The exact location of the reserved parking passes on the PA or PB level of the Building Parking Facility shall be mutually determined by Landlord and Tenant. Tenant shall pay to Landlord, on a monthly basis, the prevailing rate (the "**Parking Charge**") charged for such Expansion Passes, provided, however, that Tenant shall have no obligation to pay a Parking Charge for the Expansion Passes allocated to Tenant during the initial two (2) full calendar months of the Expansion Term. Notwithstanding the foregoing, during the initial twelve (12) months of the Expansion Term only, the Parking Charges for the Expansion Passes only shall be fixed, without increase, (A) at $210.72 per unreserved parking pass per month, and (B) at $316.16 per reserved parking space per month (the foregoing rates are inclusive of taxes). Commencing on the first day of the thirteenth (13th) month of the Expansion Term and continuing annually thereafter, the Parking Charge for the Expansion Passes shall not increase by more than three percent (3%) per twelve (12) month period thereafter, on a cumulative, compounding basis, over the Parking Charge for such parking passes in effect during the prior twelve (12) month period. Except as otherwise provided in this Section 9, Tenant's rights and obligations with respect to the Expansion Passes shall be subject to the terms of Article 28 of the Office Lease.

10. **Signage**. Tenant's identifying signage to the Expansion Premises shall be provided by Landlord, at Landlord's cost, and such signage shall be comparable to that used by Landlord for other similar floors in the Building and shall comply with Landlord's then-current Building standard signage program.

11. **Required Disclosures Related to Accessibility Standards**. For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Expansion Premises have not undergone inspection by a person certified as a Certified Access Specialist (CASp). In addition, the following notice is hereby provided pursuant to Section 1938(e) of the California Civil Code: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of and in connection with such notice: (i) Tenant, having read such notice and understanding Tenant's right to request and obtain a CASp inspection and with advice of counsel, hereby elects not to obtain such CASp inspection and forever waives its rights to obtain a CASp inspection with respect to the Expansion Premises, the Building and/or the Real Property to the extent permitted by applicable Requirements now or hereafter in effect; and (ii) if the waiver set forth in clause (i) hereinabove is not enforceable pursuant to applicable Requirements now or hereafter in effect, then Landlord and Tenant hereby agree as follows (which constitute the mutual agreement of the parties as to the matters described in the last sentence of the foregoing notice): (A) Tenant shall have the one-time right to request for and obtain a CASp inspection, which request must be made, if at all, in a written notice delivered by Tenant to Landlord within thirty (30) days after the Commencement Date; (B) any CASp inspection timely requested by Tenant shall be conducted (1) between the hours of 9:00 a.m. and 5:00 p.m. on any Business Day, (2) only after ten (10) days' prior written notice to Landlord of the date of such CASp inspection, (3) in a professional manner by a CASp designated by Landlord and without any testing that would damage the Expansion Premises, the Building or the Real Property in any way, (4) in accordance with all of the provisions of this Lease applicable to Tenant contracts for construction, and (5) at Tenant's sole cost and expense, including, without limitation, Tenant's payment of the fee for such CASp inspection, the fee for any reports and/or certificates prepared by the CASp in connection with such CASp inspection (collectively, the "**CASp Reports**") and all other costs and expenses in connection therewith; (C) Landlord shall be an express third party beneficiary of Tenant's contract with the CASp, and any CASp Reports shall be addressed to both Landlord and Tenant; (D) Tenant shall deliver a copy of any CASp Reports to Landlord within two (2) Business Days after Tenant's receipt thereof; (E) any information generated by the CASp inspection and/or contained in the CASp Reports shall not be disclosed by Tenant to anyone other than (I) contractors, subcontractors and/or consultants of Tenant, in each instance who have a need to know such information and who agree in writing not to further disclose such information, or (II) any governmental entity, agency or other person, in each instance to whom disclosure is required by applicable Requirements or by regulatory or judicial process; (F) Tenant, at its sole cost and expense, shall be responsible for making any improvements, alterations, modifications and/or repairs to or within the Expansion Premises to correct violations of construction-related accessibility standards, including, without limitation, any violations disclosed by such CASp inspection; and (G) if such CASp inspection identifies any improvements, alterations, modifications and/or repairs necessary to correct violations of construction-related accessibility standards relating to those items of the Building and/or the Real Property located outside the Expansion Premises, then Tenant shall be responsible for performing any such improvements, alterations, modifications and/or repairs as and to the extent required by applicable Requirements to the extent provided Section 8.1(a) of the Office Lease and Landlord shall be responsible for performing any such improvements, alterations, modifications and/or repairs as and to the extent required by applicable Requirements to the extent provided in Section 8.1(c) of the Office Lease.

12. **Limitation on Liability**. The liability of Landlord for Landlord's obligations under the Lease, as amended, and any other documents executed by Landlord and Tenant in connection with the Lease, as amended (collectively, the "**Lease Documents**") shall be limited to Landlord's interest in the Real Property (including any rent, insurance, sales and condemnation proceeds actually received by Landlord and not subject to any superior rights of any third parties) and Tenant shall not look to any other property or assets of Landlord or the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Landlord (collectively, the " **Parties**") in seeking either to enforce Landlord's obligations under the Lease Documents or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the Parties shall be personally liable for the performance of Landlord's obligations under the Lease Documents. In no event shall Landlord be liable for, and Tenant, on behalf of itself and all other subtenants or occupants of the Premises and their respective agents, contractors, subcontractors, employees, invitees or licensees hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with the Lease Documents.

13. **Tax Status of Beneficial Owner**. Tenant recognizes and acknowledges that Landlord and/or certain beneficial owners of Landlord may from time to time qualify as real estate investment trusts pursuant to Sections 856, et seq. of the Internal Revenue Code and that avoiding (a) the loss of such status, (b) the receipt of any income derived under any provision of the Lease, as amended, that does not constitute "rents from real property" (in the case of real estate investment trusts), and (c) the imposition of income, penalty or similar taxes (each an "**Adverse Event**") is of material concern to Landlord and such beneficial owners. In the event that the Lease, as amended, or any document contemplated hereby could, in the opinion of counsel to Landlord, result in or cause an Adverse Event, Tenant agrees to cooperate with Landlord in negotiating an amendment or modification thereof for the limited purpose of addressing such Adverse Event and shall at the request of Landlord execute and deliver such documents reasonably required to effect such amendment or modification, provided that Landlord shall, after the receipt of an invoice therefor, reimburse Tenant for its reasonable and actual out-of-pocket attorneys fees incurred in connection with Tenant's review of such amendment or modification. Any amendment or modification pursuant to this Section 13 shall be structured so that the economic results to Landlord and Tenant shall be substantially similar to those set forth in the Lease, as amended, without regard to such amendment or modification. Without limiting any of Landlord's other rights under this Section 13, Landlord may waive the receipt of any amount payable to Landlord hereunder and such waiver shall constitute an amendment or modification of the Lease, as amended, with respect to such payment. Tenant expressly covenants and agrees not to enter into any sublease or assignment which provides for rental or other payment for such use, occupancy, or utilization based in whole or in part on the net income or profits derived by any person from the property leased, used, occupied, or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and that any such purported sublease or assignment shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy, or utilization of any part of the Premises.

14. **Authority**. If Tenant is a corporation, trust, limited liability company or partnership, each individual executing this Third Amendment on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in California and that Tenant has full right and authority to execute and deliver this Third Amendment and that each person signing on behalf of Tenant is authorized to do so.

15. **Brokers**. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Third Amendment other than Tishman Speyer Properties, L.P. and Cushman & Wakefield U.S., Inc., (collectively, the " **Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Third Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than the Brokers. The terms of this Section 15 shall survive the expiration or earlier termination of the Lease, as amended.

16. **Conflict; No Further Modification**. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Third Amendment, the terms and conditions of this Third Amendment shall prevail. Except as specifically set forth in this Third Amendment, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, this Third Amendment has been executed as of the day and year first above written.

LANDLORD:

10900 WILSHIRE, L.L.C.,
a Delaware limited liability company

By: /s/ Paul A. Galiano

Its: Senior Managing Director

TENANT:

CHROMADEX, INC.,
a California corporation

By: /s/ Robert Fried

Its: President & CEO

By: /s/ Kevin Farr

Its: CFO

EXHIBIT A

OUTLINE OF EXPANSION PREMISES

The floor plan which follows is intended solely to identify the general location of the Expansion Premises, and should not be used for any other purpose. All areas, dimensions and locations are approximate, and any physical conditions indicated may not exist as shown.

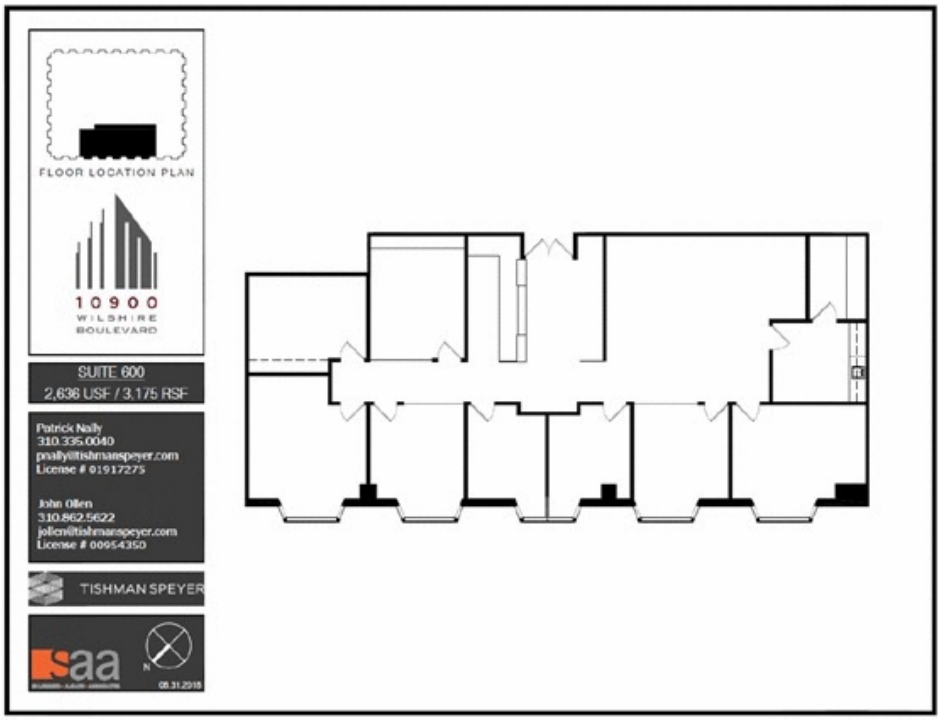


EXHIBIT B

FORM OF LETTER OF CREDIT

[LETTERHEAD OF ISSUER OF LETTER OF CREDIT]

(ISSUE DATE)

IRREVOCABLE STANDBY LETTER OF CREDIT

BENEFICIARY:	APPLICANT:
COMPLETE NAME	COMPLETE NAME
STREET ADDRESS	STREET ADDRESS

LETTER OF CREDIT NO:
EXPIRY DATE:
AT: ISSUING BANK'S GLOBAL DOCUMENTARY SERVICES COUNTERS LOCATED AT ADDRESS INDICATED ABOVE, EXCEPT AS PROVIDED HEREIN.

AMOUNT: NOT EXCEEDING US$
(AND NO/100 U.S. DOLLARS)

BY ORDER OF OUR CLIENT, _____ (THE "APPLICANT"), WE HEREBY ESTABLISH THIS IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ IN YOUR FAVOR FOR AN AMOUNT UP TO BUT NOT EXCEEDING THE AGGREGATE SUM OF _____ AND NO/100 U.S. DOLLARS ($_____) (THE "LETTER OF CREDIT AMOUNT"), EFFECTIVE IMMEDIATELY, AND EXPIRING ON THE CLOSE OF BUSINESS AT OUR OFFICE AT THE ADDRESS SET FORTH ABOVE ON (INITIAL EXPIRY DATE) UNLESS RENEWED AS HEREINAFTER PROVIDED.

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO YOU ON OR PRIOR TO THE EXPIRY DATE AGAINST PRESENTATION BY YOU OF YOUR SIGHT DRAFT(S) DRAWN ON _____ IN THE FORM OF ANNEX 1 HERETO, AND ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1) A STATEMENT COMPLETED AND SIGNED BY ONE OF YOUR OFFICERS CERTIFYING AS FOLLOWS:

"BENEFICIARY IS ENTITLED TO DRAW UNDER THE LETTER OF CREDIT IN THE AMOUNT DEMANDED PURSUANT TO THE TERMS OF THAT CERTAIN LEASE AGREEMENT DATED _____, BETWEEN _____, AS THE LANDLORD, AND _____, AS THE TENANT."

2) THE ORIGINAL OF THIS LETTER OF CREDIT.

SUCH PAYMENT DOCUMENTS, NOTICES AND COMMUNICATIONS MUST BE SENT EITHER (BUT NOT BOTH) BY: (A) COURIER OR FIRST CLASS UNITED STATES MAIL TO _____, ATTN: STANDBY LETTERS OF CREDIT, OR (B) FACSIMILE TO FACSIMILE NUMBER _____, ATTN: STANDBY LETTERS OF CREDIT PROVIDED, HOWEVER, THAT SUCH ADDRESS AND FACSIMILE NUMBER MAY BE

AMENDED BY US UPON THE PROVISION OF WRITTEN NOTICE OF SUCH AMENDMENT TO YOU. THE BENEFICIARY SHALL USE COMMERCIALLY REASONABLE EFFORTS TO GIVE TELEPHONIC NOTIFICATION OF A DEMAND FOR PAYMENT AT EITHER _____ OR _____.

YOU MAY PRESENT TO US ONE OR MORE DRAWINGS FROM TIME TO TIME PRIOR TO THE EXPIRY DATE IN AN AGGREGATE AMOUNT NOT TO EXCEED THE LETTER OF CREDIT AMOUNT THEN IN EFFECT (IT BEING UNDERSTOOD THAT THE HONORING BY US OF EACH DRAWING REQUEST SHALL REDUCE THE LETTER OF CREDIT AMOUNT THEN IN EFFECT.)

THIS LETTER OF CREDIT INITIALLY EXPIRES ON (INITIAL EXPIRY DATE).
IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE CONSIDERED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE UNLESS WE NOTIFY YOU IN WRITING BY COURIER AT LEAST SIXTY (60) DAYS PRIOR TO ANY SUCH EXPIRATION DATE THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED. IN THE EVENT THAT WE ELECT NOT TO EXTEND THE LETTER OF CREDIT, YOU MAY IMMEDIATELY DRAW DOWN ON THE FULL AMOUNT OF THE LETTER OF CREDIT BY PRESENTATION OF YOUR DRAWING REQUEST. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, THIS LETTER OF CREDIT WILL NOT BE EXTENDED BEYOND (FINAL EXPIRY).

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT OR INSTRUMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES, AND NO SUCH REFERENCE SHALL BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR INSTRUMENT.

THIS LETTER OF CREDIT IS TRANSFERABLE IN ITS ENTIRETY (BUT NOT IN PART) UPON THE TERMS SET FORTH HEREIN. WE HEREBY AGREE TO TRANSFER THIS CREDIT UPON PRESENTATION TO US OF THE ORIGINAL CREDIT (AND ANY AMENDMENTS HERETO) AND THE BENEFICIARY'S WRITTEN REQUEST FOR TRANSFER IN THE FORM OF ANNEX II ATTACHED HERETO AND INCORPORATED BY REFERENCE. ALL CHARGES IN CONNECTION WITH ANY TRANSFER OF THIS LETTER OF CREDIT ARE FOR THE APPLICANT'S ACCOUNT. ANY SUCH TRANSFER MAY BE MADE BY BENEFICIARY AT ANY TIME AND WITHOUT NOTICE TO APPLICANT AND WITHOUT FIRST OBTAINING APPLICANT'S CONSENT THERETO.

WE HEREBY AGREE WITH BENEFICIARY OF DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO US. THE OBLIGATION OF _____ UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF _____ AND IS IN NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO.

DRAFTS DRAWN UNDER THIS CREDIT MUST BEAR THE CLAUSE: “DRAWN UNDER _____ IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER **//SAMPLE//.”**

ISSUER SHALL NOT BE LIABLE FOR ANY DELAY, NON-RETURN OF DOCUMENTS, NON-PAYMENT, OR OTHER ACTION OR INACTION COMPELLED BY A JUDICIAL ORDER OR BY ANY LAW OR REGULATION APPLICABLE TO ISSUER.

TO THE EXTENT NOT INCONSISTENT WITH THE EXPRESS TERMS HEREOF, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), THE INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590.

OR

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS CREDIT IS SUBJECT TO "THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" (2007 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600.

(DRAFT)

_____

STANDBY LETTERS OF CREDIT

APPROVED:

X _____

AUTHORIZED SIGNATURE, APPLICANT
AS AUTHORIZATION TO ISSUE IN THIS FORM

ANNEX I

(SAMPLE OF SIGHT DRAFT TO BE TYPED ON BENEFICIARY'S LETTERHEAD PAPER)

SIGHT DRAFT

DATE: _____ CITY, STATE: _____

DRAWEE: _____

AT SIGHT OF THIS SOLE OF EXCHANGE PAY TO THE ORDER OF:

_____
(BENEFICIARY NAME)

US$_____ (AMOUNT IN NUMERALS)
(AMOUNT IN WORDS)

"DRAWN UNDER _____, IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ (ISSUE DATE).".

(BENEFICIARY NAME)

_____
AUTHORIZED SIGNATURE

(THE REVERSE SIDE OF THIS DRAFT MUST BE ENDORSED BY THE BENEFICIARY)

TRANSFER OF LETTER OF CREDIT IN ITS ENTIRETY
ANNEX II TO STANDBY LETTER OF CREDIT NO. XXXXXXXXX

TO: FROM:

Re: Letter of Credit No. _____ Issued by: _____

We, the undersigned beneficiary, hereby authorize and direct you to transfer irrevocably the referenced letter of credit in its entirety

To: _____

Whose Address is: _____

_____

_____

_____

(Herein called the "transferee") with no changes in terms and conditions of the Letter of Credit.

We are returning the original instrument, including original amendments, if any, to you herewith in order that you may deliver it to the transferee together with your customary Letter of Transfer.

Any amendments to the Letter of Credit that you may issue or receive are to be advised by you directly to the transferee, and the documents (including drafts if required under the Credit) of the transferee are to be processed by you (or any intermediary) without our intervention and without any further responsibility on your part to us.

Issuer shall not be liable for any delay, non-return of documents, non-payment or other action or inaction compelled by a Judicial order or by any law or regulation applicable to issuer.

**The signature of the beneficiary with title as stated conforms with that on file with us and is authorized for the execution of such instruction.

_____	_____
(Name of Bank)	(Name of Beneficiary)
By: _____	By: _____
(Address of Bank)	(Authorized Signature)
By: _____	_____
(Authorized Signature)	(Title)
_____	_____
(Title)	(Telephone Number)
Date: _____	Date: _____
(Telephone Number)	
Date: _____	
_____	
_____	

Exhibit 10.58

CHROMADEX CORPORATION

EXECUTIVE EMPLOYMENT AGREEMENT

for

LISA BRATKOVICH

This Executive Employment Agreement (this "**Agreement**") is entered into as of June 1, 2018 (the "**Effective Date**"), by and between Lisa Bratkovich ("**Executive**") and ChromaDex Corporation, a Delaware corporation (the "**Company**").

1. Employment by the Company.

1.1 Position. Commencing on the Effective Date, Executive shall serve as the Company's Chief Marketing Officer, reporting to the Company's President and Chief Operating Officer. During the term of Executive's employment with the Company and except as provided in Section 6.1, Executive will devote Executive's commercially reasonable efforts and substantially all of Executive's business time and attention to the business of the Company, except for approved paid time off and reasonable periods of illness or other incapacities permitted by the Company's general employment policies and applicable law.

1.2 Duties and Location. Executive shall perform such duties as are customarily associated with the position of Chief Marketing Officer and such other duties, commensurate with her position, as are assigned to Executive by the President and Chief Operating Officer, or the Company's Board of Directors (the "**Board**"). Executive's primary office location shall be in the Los Angeles, California area. The Company reserves the right to reasonably require Executive to perform Executive's duties at the Company's offices in Irvine, California as required for the performance of her duties and for business meetings with Company employees or representatives of third parties, and to require reasonable business travel.

1.3 Policies and Procedures. The employment relationship between the parties shall be governed by the general employment policies and practices of the Company, except that when the terms of this Agreement differ from or are in conflict with the Company's general employment policies or practices, this Agreement shall control.

2. Compensation.

2.1 Base Salary. Executive will receive an initial base salary at the annual rate of $350,000, less standard payroll deductions and withholdings and payable in accordance with the Company's regular payroll schedule. The base salary may be increased from time to time. The base salary may not be decreased, other than a decrease of less than ten percent (10%) of Executive's highest base salary pursuant to a salary reduction program applicable generally to the Company's senior executives. The initial base salary, as increased or decreased, shall be referred to as "**Base Salary**."

2.2 Annual Bonus for 2018. In addition to base salary, for 2018, Executive will paid any bonus amounts on an annual basis after the close of the fiscal year (December 31) and after approval by the Compensation Committee of the Board of Directors ("Compensation Committee") based on the level of achievement of Sales Metrics listed below. The bonus schedule is based on three tiers as follows:

- 20% of earned salary in 2018 when achieving $20M in sales of TRU NIAGEN® in calendar 2018
- An additional 25% of earned salary in 2018 when achieving $23M in sales of TRU NIAGEN® in calendar 2018
- An additional 25 % of earned salary in 2018 when achieving $30M in sales of TRU NIAGEN® in calendar 2018

2.3 Annual Bonus. In addition to base salary, beginning in 2019, Executive will be eligible to earn discretionary annual incentive compensation (the "**Performance Bonus**"), calculated and paid commensurate with other executive officers of the Company, subject to the approval of the Compensation Committee. The Performance Bonus, if earned, will be paid on an annual basis, less standard payroll deductions and withholdings, after the close of the fiscal year and after determination by the Board (or the Compensation Committee thereof), but not later than March 15 of the following calendar year. No Performance Bonus amount is guaranteed and, in addition to the other conditions for earning such Performance Bonus, Executive must remain an employee in good standing of the Company on the scheduled annual Performance Bonus payment date in order to earn any Performance Bonus, except as otherwise provided herein.

2.4 Stock Options. Subject to the approval of the Board, the Company will grant Executive options (pursuant to the terms of the Company's 2017 Equity Incentive Plan, as amended (the "**Plan**"), and applicable law) (the "**Options**") to purchase 200,000 shares of the Company's common stock for an exercise price equal to the fair market value on the date of the grant. One-third of the shares subject to the Option shall vest on the one year anniversary of the vesting commencement date of the Option, and the remaining shares subject to the Option shall vest in a series of 24 equal monthly installments thereafter, subject to Executive's Continuous Service (as defined in the Plan) on each such vesting date. Notwithstanding anything to the contrary set forth in the Plan or any award agreement, if the Company consummates a Change in Control (as that term is defined in the Plan) and subject to (i) Executive's Continuous Service through the date of the consummation of the Change in Control or (ii) termination of the Executive's Continuous Service by the Company without Cause or by the Executive for Good Reason within 90 days prior to the consummation of a Change in Control, Executive shall vest immediately prior to such Change in Control as to 100% of her otherwise unvested time-based equity awards (the "**Single Trigger Acceleration**"), provided, however, that in exchange for the Single Trigger Acceleration, the Company may require Executive to execute and deliver to the Company a signed and dated general release of all known and unknown claims in substantially the form attached hereto as ***Exhibit A*** (the "**Release**") within the applicable deadline set forth therein. The Company will register the shares subject to the Option on a Registration Statement on Form S-8 as soon as reasonably practicable after the Effective Date.

2.5 Additional Stock Options. Any additional stock options, stock grants, stock units or equivalents to be granted to you will be calculated and issued commensurate with other executive officers of the Company, subject to the approval of the Compensation Committee.

3. Standard Company Benefits; Personal Time Off (PTO). Executive shall, in accordance with Company policy and the terms and conditions of the applicable Company benefit plan documents, be eligible to participate in the benefit and fringe benefit programs provided by the Company to its senior executive officers from time to time. Any such benefits shall be subject to the terms and conditions of the governing benefit plans and policies and may be changed by the Company in its discretion. Executive shall receive such number of annual PTO days as does the other executive officers of the Company.

4. Expenses. The Company will reimburse Executive for reasonable travel, entertainment or other expenses incurred by Executive in furtherance or in connection with the performance of Executive's duties hereunder, in accordance with the Company's expense reimbursement policy as in effect from time to time.

5. Proprietary Information Obligations.

5.1 Proprietary Information Agreement. As a condition of employment, and in consideration for the benefits provided for in this Agreement, Executive shall sign and comply with the Company's Employee Confidential Information and Invention Assignment Agreement (the "**Proprietary Information Agreement**") attached hereto as ***Exhibit B***. In addition, Executive agrees to abide by the Company's internally published policies and procedures, as may be modified and internally published from time to time within the Company's discretion.

5.2 Third-Party Agreements and Information. Executive represents and warrants that Executive's employment by the Company does not conflict with any prior employment or consulting agreement or other agreement with any third party, and that Executive will perform Executive's duties to the Company without violating any such agreement. Executive represents and warrants that Executive does not possess confidential information arising out of prior employment, consulting, or other third party relationships, that would be used in connection with Executive's employment by the Company, except as expressly authorized by that third party. During Executive's employment by the Company, Executive will use in the performance of Executive's duties only information that is generally known and used by persons with training and experience comparable to Executive's own, common knowledge in the industry, otherwise legally in the public domain, or obtained or developed by the Company or by Executive in the course of Executive's work for the Company.

6. Outside Activities and Non-Competition During Employment.

6.1 Outside Activities. Throughout Executive's employment with the Company, Executive may engage in civic and not-for-profit activities (including continuing her role on the board of non-profit organization, Girls in Tech) and also continue to work no more than a few hours each week with non-competitive B2B early stage start-up venture StreamingIQ where Executive is on the board and holds an equity stake, so long as such activities do not materially interfere with the performance of Executive's duties hereunder or present a conflict of interest with the Company or its affiliates. Subject to the restrictions set forth herein, and only with prior written disclosure to and consent of the Board, Executive may engage in other types of business or public activities. The Board may rescind such consent, if the Board determines, in its sole discretion, that such activities compromise or threaten to compromise the Company's or its affiliates' business interests or conflict or compete with Executive's duties to the Company or its affiliates.

6.2 Non-Competition During Employment. Except as otherwise provided in this Agreement, during Executive's employment with the Company, Executive will not, without the prior written consent of the Board, directly or indirectly serve as an officer, director, stockholder, employee, partner, proprietor, investor, joint venturer, associate, representative or consultant of any person or entity engaged in, or planning or preparing to engage in, business activity competitive with any line of business engaged in (or planned to be engaged in) by the Company; provided, however, that Executive may purchase or otherwise acquire up to (but not more than) one percent (1%) of any class of securities of any enterprise (without participating in the activities of such enterprise) if such securities are listed on any national or regional securities exchange.

7. Termination of Employment; Severance.

7.1 At-Will Employment. Executive's employment relationship is at-will. Either Executive or the Company may terminate the employment relationship at any time, with or without Cause (as defined below) or advance notice (other than the notice requirements expressly set forth in Section 12).

7.2 Termination Without Cause or Resignation for Good Reason. In the event Executive's employment with the Company is terminated by the Company without Cause (and other than as a result of Executive's death or Disability (as defined below)) or Executive resigns her employment for Good Reason, then provided such termination or resignation constitutes a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a " **Separation from Service** "), and provided that Executive satisfies the Release Requirement in Section 8 below, the Company shall provide Executive with the following " **Severance Benefits** ":

7.2.1 Severance Payments. Severance pay in the form of continuation of Executive's Base Salary for a period of twelve (12) months following termination, subject to required payroll deductions and tax withholdings (the "**Severance Payments**"). Subject to Section 8 below, the Severance Payments shall be made on the Company's regular payroll schedule in effect following Executive's termination date; provided, however that any such payments that are otherwise scheduled to be made prior to the Release Effective Date (as defined below) shall instead accrue and be made on the first administratively practicable payroll date following the Release Effective Date. For such purposes, Executive's final Base Salary will be calculated prior to giving effect to any reduction in Base Salary that would give rise to Executive's right to resign for Good Reason.

7.2.2 Health Care Continuation Coverage Payments.

(i) COBRA Premiums. If Executive timely elects continued coverage under COBRA, the Company will pay Executive's COBRA premiums to continue Executive's coverage (including coverage for Executive's eligible dependents, if applicable) (" **COBRA Premiums**") through the period starting on the termination date and ending twelve (12) months after the termination date (the "**COBRA Premium Period**"); provided, however, that the Company's provision of such COBRA Premium benefits will immediately cease if during the COBRA Premium Period Executive becomes eligible for group health insurance coverage through a new employer or Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during the COBRA Premium Period, Executive must immediately notify the Company of such event.

(ii) Special Cash Payments in Lieu of COBRA Premiums. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot pay the COBRA Premiums without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), regardless of whether Executive or Executive's dependents elect or are eligible for COBRA coverage, the Company instead shall pay to Executive, on the first day of each calendar month following the termination date, a fully taxable cash payment equal to the applicable COBRA premiums for that month (including the amount of COBRA premiums for Executive's eligible dependents), subject to applicable tax withholdings (such amount, the " **Special Cash Payment** "), for the remainder of the COBRA Premium Period. Executive may, but is not obligated to, use such Special Cash Payments toward the cost of COBRA premiums.

7.2.3 Equity Acceleration upon Termination. Notwithstanding anything to the contrary set forth in the Plan or any award agreement, effective as of Executive's employment termination date, the vesting and exercisability of the then unvested time-based vesting equity awards that would have otherwise become vested had Executive performed Continuous Service through the one year anniversary of Executive's employment termination date then held by Executive shall accelerate and become immediately vested and exercisable, if applicable, by Executive upon such termination and shall remain exercisable, if applicable, following Executive's termination as set forth in the applicable equity award documents. With respect to any performance-based vesting equity award, such award shall continue to be governed in all respects by the terms of the applicable equity award documents. Upon any such termination, Executive shall have three (3) years to exercise any options or stock appreciation rights, but no later than ten (10) years from the date of grant or the date when the options or stock appreciation rights would otherwise terminate under the Plan other than as a result of termination of employment (e.g., if all of the Company's options are accelerated and terminate if not exercised in connection with a Change in Control (as that term is defined in the Plan), then Executive's options will also terminate if not exercised in connection with the Change in Control).

7.2.4 Pro Rata Bonus. Executive shall be eligible to receive, based on the good faith determination of the Board or the Compensation Committee thereof, a pro rata Performance Bonus based on actual results and Executive's period of employment during the fiscal year in which termination occurred (the "**Pro Rata Bonus**"), on the date when other bonuses are paid for the fiscal year.

7.2.5 No Mitigation or Offset. The Executive shall have no obligation to mitigate the obligations hereunder, and the amounts due hereunder shall not be offset by any amounts otherwise earned by Executive.

7.3 Termination for Cause; Resignation Without Good Reason; Death or Disability. Executive will not be eligible for, or entitled to any severance benefits, including (without limitation) the Severance Benefits listed in Section 7.2 above, if the Company terminates Executive's employment for Cause, Executive resigns Executive's employment without Good Reason, or Executive's employment terminates due to Executive's death or Disability, provided that the Executive, in the case of death or Disability termination, shall be eligible to receive a Pro Rata Bonus.

8. Conditions to Receipt of Severance Benefits. To be eligible for any of the Severance Benefits pursuant to Section 7.2 above, Executive must satisfy the following release requirement (the " **Release Requirement** "): return to the Company a signed and dated Release within the applicable deadline set forth therein, but in no event later than forty-five (45) calendar days following Executive's termination date, and permit the Release to become effective and irrevocable in accordance with its terms (such effective date of the Release, the " **Release Effective Date** "). No Severance Benefits will be provided hereunder prior to the Release Effective Date. Accordingly, if Executive refuses to sign and deliver to the Company an executed Release or signs and delivers to the Company the Release but exercises Executive's right, if any, under applicable law to revoke the Release (or any portion thereof), then Executive will not be entitled to any severance, payment or benefit under this Agreement.

9. Accrued Amounts. On any termination, the Executive shall promptly receive earned but unpaid Base Salary, accrued but unused vacations and unreimbursed expenses (in accordance with the Company's applicable expense reimbursement policies), and shall be entitled to any amounts due under any benefit or fringe plan or program in accordance with the provisions of the plan or program.

10. Section 409A. It is intended that all of the severance benefits and other payments payable under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Code Section 409A provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions, and to the extent not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Section 409A. For purposes of Code Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), Executive's right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. Any reference to termination or similar words shall mean a separation from service under the meaning of Code Section 409A. Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed by the Company at the time of Executive's Separation from Service to be a "specified employee" for purposes of Code Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be "deferred compensation", then to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Code Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, such payments shall not be provided to Executive prior to the earliest of (i) the expiration of the six-month and one day period measured from the date of Executive's Separation from Service with the Company, (ii) the date of Executive's death or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Code Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this Section 10 shall be paid in a lump sum to Executive, and any remaining payments due shall be paid as otherwise provided herein or in the applicable agreement. No interest shall be due on any amounts so deferred. If any severance benefits provided under this Agreement constitutes "deferred compensation" under Section 409A, for purposes of determining the schedule for payment of the severance benefits, the effective date of the Release will be the sixtieth (60th) date following the Separation From Service, regardless of when the Release actually becomes effective. To the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A, amounts reimbursable to Executive under this Agreement shall be paid to Executive on or before the last day of the year following the year in which the expense was incurred, amounts shall not be subject to liquidation or exchange for another benefit, and the amount of expenses eligible for reimbursement (and in-kind benefits provided to Executive) during any one year may not effect amounts reimbursable or provided in any subsequent year. The Company makes no representation that any or all of the payments described in this Agreement will be exempt from or comply with Code Section 409A.

11. Section 280G; Limitations on Payment.

11.1 If any payment or benefit Executive will or may receive from the Company or otherwise (a "**280G Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then any such 280G Payment provided pursuant to this Agreement (a "**Payment**") shall be equal to the Reduced Amount. The "**Reduced Amount**" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount (i.e., the amount determined by clause (x) or by clause (y)), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Executive's receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence, the reduction shall occur in the manner (the "**Reduction Method**") that results in the greatest after tax economic benefit for Executive. If more than one method of reduction will result in the same after tax economic benefit, the items so reduced will be reduced pro rata (the "**Pro Rata Reduction Method**").

11.2 Notwithstanding any provision of Section 11.1 to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest after tax economic benefit for Executive as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (*e.g.* , being terminated without Cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are "deferred compensation" within the meaning of Section 409A shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A.

11.3 Unless Executive and the Company agree on an alternative accounting firm or law firm, the accounting firm engaged by the Company for general tax compliance purposes as of the day prior to the effective date of the Change in Control transaction shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the Change in Control transaction, the Company shall appoint a nationally recognized accounting or law firm to make the determinations required by this Section 11. The Company shall bear all expenses with respect to the determinations by such accounting or law firm required to be made hereunder. The Company shall use commercially reasonable efforts to cause the accounting or law firm engaged to make the determinations hereunder to provide its calculations, together with detailed supporting documentation, to Executive and the Company within fifteen (15) calendar days after the date on which Executive's right to a 280G Payment becomes reasonably likely to occur (if requested at that time by Executive or the Company) or such other time as requested by Executive or the Company.

11.4 If Executive receives a Payment for which the Reduced Amount was determined pursuant to clause (x) of Section 11.1 and the Internal Revenue Service determines thereafter that some portion of the Payment is subject to the Excise Tax, Executive agrees, to the extent not in violation of the Sarbanes-Oxley Act, to promptly return to the Company a sufficient amount of the Payment (after reduction pursuant to clause (x) of Section 11.1) so that no portion of the remaining Payment is subject to the Excise Tax. For the avoidance of doubt, if the Reduced Amount was determined pursuant to clause (y) of Section 11.1, Executive shall have no obligation to return any portion of the Payment pursuant to the preceding sentence.

12. Definitions.

12.1 Cause. For the purposes of this Agreement, "**Cause**" means the occurrence of any one or more of the following: (i) Executive's conviction of or plea of guilty or *nolo contendere* to any felony; (ii) Executive's willful and continued failure or refusal to follow lawful and reasonable instructions of the Company or the Board or lawful, reasonable, material and internally published policies and regulations of the Company; (iii) Executive's willful and continued failure to faithfully and diligently perform the assigned duties of Executive's employment with the Company (other than on account of illness or excused absence); (iv) unethical or fraudulent conduct by Executive that materially discredits the Company or is materially detrimental to the reputation, character and standing of the Company; or (v) Executive's material breach of this Agreement or the Proprietary Information Agreement. An event described in Section 12.1(ii) through Section 12.1(v) herein shall not be treated as "Cause" until after Executive has been given written notice of such event, failure, conduct or breach and Executive fails to cure such event, failure, conduct or breach within 30 calendar days from such written notice; provided, however, that such 30 calendar day cure period shall not be required if the event, failure, conduct or breach is incapable of being cured.

12.2 Good Reason. For purposes of this Agreement, Executive shall have "**Good Reason**" for resignation from employment with the Company if any of the following actions are taken by the Company without Executive's prior written consent: (i) a reduction in Executive's Base Salary, other than a reduction by less than ten percent (10%) of the Executive's highest Base Salary pursuant to a salary reduction program applicable generally to the Company's senior executives; (ii) a material reduction in Executive's duties (including responsibilities and/or authorities) or reporting lines; (iii) a relocation of Executive's principal place of employment to a place that increases Executive's one-way commute by more than thirty (30) miles as compared to Executive's then-current principal place of employment immediately prior to such relocation (excluding any relocation to the Company's Irvine, California office); (iv) a material breach of this Agreement; or (v) unlawful harassment, or discrimination toward Executive. In order for Executive to resign for Good Reason, each of the following requirements must be met: (w) Executive must provide written notice to the Company's Board within 30 days after the first occurrence of the event giving rise to Good Reason setting forth the basis for Executive's resignation, (x) Executive must allow the Company at least calendar 30 days from receipt of such written notice to cure such event, (y) such event is not reasonably cured by the Company within such 30 calendar day period (the " **Cure Period** "), and (z) Executive must resign from all positions Executive then holds with the Company not later than calendar 30 days after the expiration of the Cure Period.

12.3 Disability. For purposes of this Agreement, "**Disability**" means that Executive is unable to perform the essential functions of her position (notwithstanding the provision of any reasonable accommodation) by reason of any medically determinable physical or mental impairment which has lasted for a period of one hundred and twenty (120) days during any consecutive six (6) month period.

13. Dispute Resolution. To ensure the rapid and economical resolution of disputes that may arise in connection with Executive's employment with the Company, Executive and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, Executive's employment with the Company, or the termination of Executive's employment with the Company, will be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16, and to the fullest extent permitted by law, by final, binding and confidential arbitration conducted in Irvine, California by JAMS, Inc. (" **JAMS** ") or its successors by a single arbitrator. ***Both Executive and the Company acknowledge that by agreeing to this arbitration procedure, they each waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding*** . Any such arbitration proceeding will be governed by JAMS' then applicable rules and procedures for employment disputes, which will be provided to Executive upon request. In any such proceeding, the arbitrator shall: (i) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (ii) issue a written arbitration decision including the arbitrator's essential findings and conclusions and a statement of the award. Executive and the Company each shall be entitled to all rights and remedies that either would be entitled to pursue in a court of law. Nothing in this Agreement is intended to prevent either the Company or Executive from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration pursuant to applicable law. The Company shall pay all filing fees in excess of those which would be required if the dispute were decided in a court of law, and shall pay the arbitrator's fees and any other fees or costs unique to arbitration. The parties shall pay their own legal fees. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

14. General Provisions.

14.1 Notices. Any notices provided must be in writing and will be deemed effective upon the earlier of personal delivery (including personal delivery by fax) or the next day after sending by overnight carrier, to the Company at its primary office location and to Executive at the address as listed on the Company payroll.

14.2 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction to the extent possible in keeping with the intent of the parties.

14.3 Waiver. Any waiver of any breach of any provisions of this Agreement must be in writing to be effective, and it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

14.4 Complete Agreement. This Agreement, together with the Proprietary Information Agreement, the Indemnity Agreement (as defined below) and to the extent referenced in this Agreement, the Plan and applicable award agreement, constitutes the entire agreement between Executive and the Company with regard to the subject matter hereof and is the complete, final, and exclusive embodiment of the Company's and Executive's agreement with regard to this subject matter. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes and replaces any other agreements or promises made to Executive by anyone concerning Executive's employment terms, compensation or benefits, whether oral or written (including but not limited any agreements or promises with or from the Company or any of its affiliates or predecessors). It cannot be modified or amended except in a writing signed by a duly authorized officer of the Company, with the exception of those changes expressly reserved to the Company's discretion in this Agreement.

14.5 Counterparts. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but both of which taken together will constitute one and the same Agreement.

14.6 Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

14.7 Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and their respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of Executive's duties hereunder, Executive may not assign any of Executive's rights hereunder without the written consent of the Company, which shall not be withheld unreasonably, and the Company may not assign this Agreement, except to an Affiliate (as defined in the Plan) or to a successor in connection with a Change in Control.

14.8 Tax Withholding. All payments and awards contemplated or made pursuant to this Agreement will be subject to withholdings of applicable taxes in compliance with all relevant laws and regulations of all appropriate government authorities. Executive acknowledges and agrees that the Company has neither made any assurances nor any guarantees concerning the tax treatment of any payments or awards contemplated by or made pursuant to this Agreement. Executive has had the opportunity to retain a tax and financial advisor and fully understands the tax and economic consequences of all payments and awards made pursuant to this Agreement.

14.9 Choice of Law. All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of California.

14.10 **Indemnification Agreement.** Executive will become a party to the Company's standard form of indemnity agreement for directors and officers as filed as an exhibit to the Company's most recent Annual Report on Form 10-K (the "**Indemnity Agreement**").

IN WITNESS WHEREOF, this Agreement shall be effective as of the Effective Date.

CHROMADEX CORPORATION

By: /s/ Robert Fried
ROBERT FRIED
President and Chief Operating Officer

EXECUTIVE

By: /s/ Lisa Bratkovich
LISA BRATKOVICH

Exhibit 10.59

SEPARATION AND RELEASE AGREEMENT

THIS SEPARATION AND RELEASE AGREEMENT (the " **Agreement**"), by and between Troy Rhonemus (the "**Employee**") and ChromaDex, Inc. and any parents, subsidiaries, or affiliates of the Company (collectively referred to herein as the "**Company**").

WHEREAS, Employee is an at-will employee of the Company;

WHEREAS, Employee's employment with the Company will terminate on November 20, 2018;

WHEREAS, the Agreement governs the terms of Employee's separation from the Company.

WHEREAS, the parties desire to fully and expeditiously settle any and all potential claims, charges or issues of law or fact that have been raised or could have been raised by the Employee against the Company arising out of or in any way related to the Employee's employment with the Company and/or the separation of his employment, and without the Company acknowledging any liability whatsoever;

NOW, THEREFORE, in consideration of the monies, mutual promises, and mutual covenants contained herein, the parties agree as follows:

1. Termination. Employee's employment with the Company has been terminated. If a prospective future employer of Employee wishes to verify employment, the employer should contact the Company's human resources department and will be provided a neutral reference including only Employee's dates of employment and last position held. Employee recognizes that for purposes of the continuation coverage requirement of group health plans under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, a "qualifying event" and "applicable change in status" occurs as of November 20, 2018. Company agrees to give Employee all notices and information required under such laws.

2. Separation Benefits.

a. In exchange for the promises of Employee contained in this Agreement, the Company agrees to extend an offer to Employee to act as a non-employee consultant to the Company for a period of fourteen (14) months, beginning immediately upon conclusion of his employment to insure continuous services, with compensation for such consultancy to be indicated in a consulting agreement. Employee understands and acknowledges that he would not otherwise be entitled to receive such an offer for consultancy services, or any payments from the Company after November 20, 2018. Such Consulting Agreement is provided to Employee simultaneously with this Agreement.

b. Employee acknowledges and agrees that he/she is not entitled to any other payments, salary, commissions, compensation or benefits from the Company aside from what is set forth within this paragraph. By signing this agreement, Employee acknowledges that all owed wages have been paid. Employee acknowledges that he/she is responsible for all taxes due and owing on such amount, except for payroll taxes and other normal withholding accomplished by the Employer.

3. Treatment of Options. For purposes of the Equity Incentive Plan of ChromaDex Corp., Employee shall be deemed to have voluntarily resigned his/her employment with the Company. Notwithstanding any provision of the Plan or any other agreement between Employee and the Company or any other party to the contrary, the Company agrees that Employee shall have the unqualified right to exercise any of the vested options for a period of thirty (30) days from the last date of employment.

4. Employee Release.

a. In exchange for the consideration made by the Company in this Agreement, Employee understands that he/she is agreeing not to sue, or file any claim against the Company, and thereby irrevocably and unconditionally discharges the Company, its predecessors, parents, subsidiaries, affiliates, and past, present and future officers, directors, agents, consultants, employees, representatives, and insurers, as applicable, together with all successors and assigns of any of the foregoing (collectively, the "**Releasees**"), of and from all claims, demands, actions, causes of action, rights of action, contracts, controversies, covenants, obligations, agreements, damages, penalties, interest, fees, expenses, costs, remedies, reckonings, extents, responsibilities, liabilities, suits, and proceedings of whatsoever kind, nature, or description, direct or indirect, vested or contingent, known or unknown, suspected or unsuspected, in contract, tort, law, equity, or otherwise, under the laws of any jurisdiction, that the Employee or his predecessors, legal representatives, successors or assigns, ever had, now has, or hereafter can, shall, or may have, against the Releasees, as set forth above, jointly or severally, for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world through, and including, the date of the Agreement.

b. Such release includes, but is not limited to, claims, causes of action, or liabilities including but not limited to: compensatory claims of back wages, front wages, or any other monetary claims arising under the California Constitution, Title VII of the Civil Rights Act, (42 U.S.C. §2000e), the Americans with Disabilities Act (42 U.S.C. §12100 et seq.), the Employee Retirement Income Security Act, as amended, Equal Pay Act, Age Discrimination in Employment Act ("ADEA") (29 U.S.C. § 621-634), the Older Workers' Benefit Protection Act, the Rehabilitation Act of 1973, the National Labor Relations Act, the California Fair Employment and Housing Act (Cal. Govt. Code §129300 et seq.), the Fair Labor Standards Act, California Labor Code Sections 201, 202, 203, 22, 510, 1194, 1197 and 1198, or any other California or federal statute or common law principle of similar effect, including (without limitation) laws providing recourse for claims based on age, sex, transgender status, gender identity and expression, sexual orientation, sexual harassment, attainment of benefit plan rights, race, color, genetic information, genetic testing, religion, religious creed, national origin, ancestry disability, physical disability, marital status, civil union status, military status, veteran status, workplace hazards to reproductive systems, or any legally protected status; including, but not limited to harassment and/or retaliation on any basis, any claims for compensation, leaves of absence, overtime pay, vacation or other paid time off, incentives, bonus including any claims pursuant to ERISA, the Fair Labor Standards Act, the Family Medical Leave Act, and any law of the State of California and/or any local ordinance, including but not limited to any claims for attorneys' fees and costs on any basis ("Claim" or "Claims"); and/or

c. Claims, actions, or causes of action whatsoever which Employee now has, owns, or holds, or claims to have, own, or hold, or which Employee at any time heretofore had, owned, or held, or claimed to have, own, or hold, or which Employee at any time hereinafter may have, own, or hold, or claim to have, own, or hold, against each or any of the Releasees. In the event that Employee, his heirs, executors, administrators, successors, or assigns attempts to challenge, modify, reform, set aside, nullify or cancel this Agreement for any reason, then the prevailing party in any such litigation shall be entitled to reimbursement of all reasonable attorneys' fees and costs incurred in connection with defending such claims.

d. The Parties agree that to the extent, if any, Employee may have a right to file or participate in a claim or charge against the Company, which cannot be waived, this Agreement shall not be intended to waive such a right. However, even if Employee has a right to file or participate in a claim or charge against the Company, he agrees that he/she shall not obtain, and hereby waives his/her right to, any relief (legal, equitable, or other) from such a claim or charge.

e. Employee acknowledges, understands, and expressly consents that this Agreement constitutes a full and final release of any person or entity named in this Agreement, with respect to all claims, demands, indemnity claims, actions, suits, liens, debts, damages, warranty claims, and liabilities against the Company, arising from or relating to Employee's employment with the Company, including those which are unknown and unanticipated as well as those which are known and disclosed. In that respect, and with regard to the Release contained herein, Employee expressly waives all rights under Section 1542 of the *Civil Code of California* and any similar law of any state or territory of the United States, which provides:

> **"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."**

f. Employee understands and acknowledges that he/she was presented with this Agreement on 11/20/18, and:

i. Has been offered a period of twenty-one (21) days from the receipt of this Agreement within which to consider acceptance of this Agreement before executing it;

ii. Has carefully read this Agreement and fully understands all of the provisions of this Agreement and has agreed to accept all of the terms contained therein without any pressure of coercion by the Employer;

iii. By this Agreement, Employee understands that he/she is releasing the Releasees as defined in paragraph 4 of this Agreement from any and all claims he/she may have against the Releasees;

iv. Knowingly and voluntarily agrees to all of the terms set forth in this Agreement;

v. Knowingly and voluntarily intends to be legally bound by this Agreement;

vi. Has been advised to consult with an attorney of his/her choice prior to executing this Agreement;

vii. Has a full seven (7) calendar days following the execution of this Agreement to revoke this Agreement and has been and is hereby advised in writing that this Agreement shall not become effective or enforceable until this revocation period has expired. Employee will not receive any of the separation benefits until that revocation period has expired. To revoke, Employee must send written confirmation to Jordan A. Gropack (JordanG@chromadex.com) within seven (7) calendar days expressly indicating his/her revocation.

viii. Employee agrees that any modifications, material or otherwise, made to this agreement and general release do not restart or affect in any manner the original seven (7) day consideration period.

g. Employee agrees that the Agreement does not constitute any admission by the Company that any personnel action it took with respect to the Employee was wrongful, unlawful, tortious, in contravention to the laws or public policies of the State of California, in breach of any written or oral contract, or in violation of any federal statute, regulation, and/or constitutional provision.

5. Confidentiality.

a. Employee acknowledges and agrees that during his/her employment with the Company he/she had access to and gained knowledge of certain Company and client confidential information which he/she agrees to keep confidential including: matters pertaining to clients, products, financial, IT and policy issues pertaining to the Company, and information relating to current and former employees of the Company. Disclosure of any such information in any form and any attempts to access such information (unless specifically authorized by the Company) is considered a breach of this Agreement.

b. Employee agrees to immediately return to the Company all Company property and information in his/her possession including, but not limited to: Company reports, customer lists, supplier lists, consultant lists, formulas, files, manuals, memoranda, computer equipment, access codes, discs, software, and any other Company business information or records, in any form in which they are maintained, including records or information regarding Company customers, suppliers and vendors, and Company products and product development, and agrees that he/she will not retain any copies, duplicates, reproductions, or excerpts thereof in any form. Employee further agrees that he/she will not, in any manner, make use of any Company property and information in any future dealings, business or otherwise, and acknowledges that any use of Company property and information in any future dealings, business or otherwise, would constitute a breach of the Agreement.

c. Employee agrees that he/she will not disclose, directly or indirectly, the underlying facts that led up to the Agreement or the terms or existence of the Agreement. Employee represents that he/she has not and will not, in any way, publicize the terms of the Agreement and agrees that its terms are confidential and will not be disclosed by him/her except that he may discuss the terms of the Agreement with his/her attorneys, financial advisors, accountants, and members of hi/hers immediate family, or as required by law. Employee understands and agrees that should he violate the provision of the Agreement, he/she will be responsible to the Company for liquidated damages in the amount of any and all funds payable pursuant to the Agreement and understands that such monetary relief shall not be a bar to the Company's pursuit of injunctive relief.

d. Employee acknowledges that any breach of Section 6 of the Agreement would cause irreparable injury to the Company for which there is no adequate remedy at law. In addition to any remedies that may be available to the Company in the event of a breach or threatened breach of Section 6 of the Agreement by Employee, including monetary damages, the Company shall be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction which would prevent Employee from violating or attempting to violate the provisions of this section of the Agreement. In seeking such an order, any requirement to post a bond or other undertaking shall be waived. In any such action, the Company shall be entitled to an award of all reasonable costs and fees incurred in bringing such an action, including reasonable attorney's fees.

6. Non-disparagement. Employee represents and agrees that he/she shall refrain from making any written or oral statements to any person or entity with whom the Company or Employee has had or may have a business or social relationship which may reasonably be expected to impugn or degrade the character, integrity, ethics or business practices of the Company, its affiliates, employees, directors, officers, agents, representatives or clients, or which may reasonably be expected to damage the business, image or reputation of the Company, its affiliates, employees, directors, officers, agents, representatives, or clients.

7. Non-Solicitation of Company Employees. As a condition for the Separation Benefits in Section 2 above, Employee will preserve the confidentiality of all trade secrets and other confidential information of the Company as described above. Further, Employee will not now nor at any time in the future disrupt, damage, impair or interfere with the business of the Company whether by way of interfering with or raiding its employees, disrupting its relationships with customers, agents, representatives or vendors or otherwise. Specifically, Employee is barred from hiring, directly or indirectly, or assisting in the hiring of any ChromaDex employee for a period of three (3) years.

9. Future Cooperation. Employee agrees to reasonably cooperate with the Company, its financial and legal advisors, in connection with any business matters for which the Employee's assistance may be required and in any claims, investigations, administrative proceedings or lawsuits which relate to the Company and for which Employee may possess relevant knowledge or information. Any travel and accommodation expenses incurred by the Employee as a result of such cooperation will be reimbursed in accordance with the Company's standard policies.

10. Applicable Law and Jurisdiction. The Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles. Any dispute regarding the Agreement or related to the Employee's employment with the Company shall be resolved in the Courts located in Orange County, California, without a jury (which is hereby expressly waived).

11. Entire Agreement. The Agreement may not be changed or altered, except by a writing signed by both parties. Until such time as the Agreement has been executed and subscribed by both parties hereto: (i) its terms and conditions and any discussions relating thereto, without any exception whatsoever, shall not be binding nor enforceable for any purpose upon any party; and (ii) no provision contained herein shall be construed as an inducement to act or to withhold an action, or be relied upon as such. The Agreement constitutes an integrated, written contract, expressing the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, between the parties, including the Employment Agreement, except as otherwise provided herein.

12. Non-Assignment. Employee has not assigned or transferred any claim he/she is releasing, nor has he/she purported to do so. If any provision in the Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

13. Binding Effect. This Agreement shall be binding upon Employee and upon his/her heirs, administrators, representatives, executors, successors and assigns, and shall be binding upon an inure to the benefit of Releasees and each of them, and to their heirs, administrators, representatives, executors, successors, and assigns.

14. Severability. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall not be a part of this Agreement. The parties expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce the Agreement as modified.

15. Acknowledgement. Employee acknowledges and agrees that he/she has carefully read and fully understands all of the provisions of this Agreement. Employee voluntarily enters into this Agreement by signing this Agreement below.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date entered below.

CHROMADEX, INC.

By: /s/ Mark Friedman

Name: Mark Friedman
By General Counsel & Secretary

Date: 11/19/2018

Employee

By: /s/ Troy Rhonemus

Name: Troy Rhonemus

Date: 11/20/2018

Exhibit 10.60

CONSULTANT AGREEMENT

This Agreement made as of this 20th day of November, 2018, ("Effective Date") between ChromaDex, Inc. (hereinafter referred to as "ChromaDex"), having its principal offices located 10005 Muirlands Blvd, Suite G, Irvine, CA 92618, and Troy Rhonemus (hereinafter referred to as "Consultant"), with a notice address of 26991 Moro Azul, Mission Viejo CA 92691.

WITNESSETH:

WHEREAS: ChromaDex desires to have Consultant perform services detailed in the Scope of Work (attached hereto as Exhibit A) and Consultant desires to perform such services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, receipt of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. Period of Performance. This Agreement shall commence on the Effective Date and shall remain in full force and effect for a term (the "Term") of fourteen (14) months from the Effective Date at which time it will automatically terminate.

2. Consideration and Payment. ChromaDex shall pay Consultant one thousand dollars ($1,000) during any month where Consultant performs services for a total of five (5) hours or less. In any month where Consultant performs services in excess of five (5) hours, ChromaDex shall pay Consultant one thousand dollars ($1,000) for all hours up to five (5), and two hundred dollars ($200) per hour for each additional hour over five (5), or as otherwise agreed to in writing by the parties. Payment shall be made monthly, within fifteen (15) days of receipt of invoice. Additionally, Consultant shall be reimbursed at cost for reasonable out of pocket expenses, phone calls, mileage, air fare, and per diem for travel which has been preauthorized in writing by ChromaDex.

3. Liaison. The ChromaDex representatives responsible for the supervision and approval of the work described herein shall be Rob Fried and Mark Friedman, or other individuals who may be designated by ChromaDex from time to time.

4. Warranty; Care of ChromaDex's Property. Consultant represents and warrants that the execution, delivery and performance of this Agreement will not violate and/or conflict with any other agreement that the Consultant is a party to and that the Services to be performed by Consultant hereunder will be performed competently and in accordance with the standard of care usually and reasonably expected in performance of the Services. Consultant covenants to protect all property of ChromaDex including ChromaDex's Information (as defined below) and its customers, vendors, and other affiliates and partners to which such Consultant has access, as a result of Consultant's consulting under this Agreement, with the same level of care he/she would provide to his/her own property and confidential information, and in no event less than an objectively reasonable standard of care. This Section applies during and after termination of this Agreement based on obligations further set forth herein.

5. Termination. Either party shall have the right to terminate this Agreement for cause, if the other Party commits a material breach of this Agreement, and does not cure such breach within thirty (30) days following such Party's receipt of notice of such breach from the non-breaching Party.

6. Hold Harmless. Consultant shall indemnify and hold harmless and defend ChromaDex, its agents, servants, affiliates, parent company (including its officers, directors and stockholders) and employees from and against any claim demand or cause of action of every name or nature arising out of or through the negligence of Consultant, along with any intentional wrongful acts, in the performance of services under this Agreement. Other than as a result of the willful misconduct or gross negligence of Consultant, ChromaDex shall indemnify and hold harmless Consultant from and against any claim demand or cause of action of every name or nature arising out of or through the negligence of ChromaDex, its agents, servants, or employees in the performance of services under this Agreement.

7. Insurance and Taxes. ChromaDex and Consultant will be responsible for maintaining their own separate insurance policies including, without limitation, Comprehensive General and Automobile Liability, Workmen's Compensation and other necessary insurance coverage. The Consultant, as an independent agent, agrees that he/she will not to be entitled to file any claim for Workers' Compensation or any other claim under ChromaDex's insurance policies and will be responsible for his/her own Workers' Compensation Insurance Coverage. The Consultant will also be responsible for payment of any State, local, or federal taxes resulting from work under this Agreement.

PLEASE NOTE: CHROMADEX IS REQUIRED TO SUBMIT TO THE INTERNAL REVENUE SERVICE AN ANNUAL FORM 1099 STATEMENT OF INCOME FOR ALL PAYMENTS, AND AS SUCH CONSULTANT MUST PROVIDE A TAX IDENTIFICATION NUMBER TO CHROMADEX.

8. Non-Solicitation; No Rights to ChromaDex's Intellectual Property. For a period of five (5) years after the termination of this Agreement, Consultant agrees not to attempt in any manner to persuade or attempt to persuade any such customer to cease to do business or to reduce the amount of business which such customer has customarily done or might do with ChromaDex.

Consultant further agrees that Consultant shall have no right to any of ChromaDex's intellectual property (including, without limitation, Inventions (as defined in Section 11) and work made for hire (as contemplated in Section 11) and, accordingly, Consultant agrees that Consultant shall have no rights whatsoever to ChromaDex's intellectual property and shall not produce, market, or sell products or services based on the Information and/or ChromaDex's intellectual property. In addition, Consultant agrees not to sell the Information to any third party.

9. Confidential Information. ChromaDex and/or its affiliates have developed and possesses certain confidential scientific and/or business information ("Information"). ChromaDex shall disclose to the Consultant the Information necessary or useful to perform the services, subject to the following:

a. Consultant shall not use the Information for any purpose except in furtherance of this Agreement and shall not reveal to any third party or permit any third-party access to, any of the Information furnished pursuant to this Agreement unless the Consultant obtains, in each case, the prior written consent of ChromaDex. It is, however, understood that the obligation of nondisclosure under this Agreement shall not apply to Information which:

i. Is or becomes generally available to the public (which for the purposes of this Agreement shall not include customers of ChromaDex) without breach of this Agreement by the Consultant or his/her agents or advisors and without violation of any agreement by any other third party;

ii. Is or becomes available to the Consultant on a non-confidential basis, other than by or on behalf of ChromaDex, provided that such source obtains and discloses such information lawfully and without breach of any confidentiality agreement or obligation;

iii. Was in the Consultant's possession, as evidenced by documented proof, prior to its being furnished to the Consultant by or on behalf of ChromaDex; provided that the source of such information obtained and disclosed such information lawfully and without breach of any confidentiality or obligation.

Information will not be deemed to be in the public domain merely because any part of the information is embodied in general disclosures or because individual features, components, or combinations thereof are now or may later become known to the public. Furthermore, even if any portion of information provided by or on behalf of ChromaDex to Consultant falls within any one of the above exceptions, the remainder will continue to be confidential Information subject to the restrictions of this Agreement.

b. All disclosures are made to the Consultant for the sole purpose of enabling the Consultant to provide the Services.

c. Consultant shall not, during the term of this agreement, hold any other positions, as a consultant or otherwise, with any company or organization that is a direct or indirect competitor of ChromaDex in the NR or NAD space, and may not perform any work, provide services or engage in conduct that could be deemed a conflict of interest.

d. The Consultant's obligations according to this Agreement to keep the Information secret and confidential shall remain in effect indefinitely regarding trade secret and know-how, and for a period of seven (7) years from the date of this Agreement for all other Information.

10. Rights in Inventions.

a. Assignment of IP Rights to ChromaDex. In performing the Services, Consultant hereby assigns to ChromaDex all rights in all inventions, developments and discoveries, including derivatives and improvements thereto, whether or not patentable, and all patent rights related to the foregoing including rights to make priority claims in any country ("Inventions"), and all suggestions, proposals, written works of authorship, and computer programs, and all copyrights whether or not registered related to the foregoing (collectively with Inventions, the "Work Product"), which Consultant authors, invents, discovers, develops, conceives or makes, either solely or jointly with others, while consulting with ChromaDex, or which involve Information or equipment, supplies, facilities, direct or indirect funding, or materials owned or provided by or on behalf of ChromaDex. The rights granted to ChromaDex in the Work Product include the right to disclose or publish, or not to do so, and to pursue patents and assert other intellectual property rights related thereto. Consultant will execute all documents and take all other actions as may be necessary (at no out-of-pocket expense to Consultant) to assign all rights to or otherwise vest good title to ChromaDex in all Work Product, and Consultant will not use any Information for Consultant's own benefit or for that of any other business entity or person except as permitted in writing by ChromaDex.

b. Work-Made-For-Hire. Additionally, any work of authorship prepared by Consultant in connection with efforts under this Agreement or related to or arising from Information that Consultant has access to in connection with this Agreement, will be considered a work made for hire pursuant to this Agreement and be the sole and exclusive property of ChromaDex, free and clear of any claims by Consultant.

c. Disclosure Obligation of Consultant. Consultant will disclose promptly in writing (which writing may take the form of a patent application or similar document prepared by ChromaDex's counsel with Consultant's cooperation and assistance) to ChromaDex all Inventions and other Work Product developed, made, or conceived either solely or in collaboration with others under, or arising from or related to, this Agreement. Consultant hereby assigns to ChromaDex its, his, or her entire right, title, and interest in and to any and all such Inventions and other Work Product. Consultant hereby agrees to execute all such documents, testify in all legal or quasi-legal proceedings requested, and otherwise take all such action as may be required to effectuate or evidence such assignment and/or to cooperate with ChromaDex in filing applications, and pursuing and enforcing patents and copyright registrations in any and all countries. As such, Consultant hereby irrevocably appoints ChromaDex, and its duly authorized officers and agents, as Consultant's attorney to execute and deliver any documents needed and to do all other lawfully permitted acts to secure such intellectual property rights with the same legal force and effect as if executed by Consultant.

11. Reasonable Restrictions. Consultant acknowledges that the restrictions imposed by this Agreement are reasonable and necessary to protect ChromaDex's intellectual property assets. When for any reason this Agreement terminates, Consultant hereby represents to ChromaDex that Consultant has the ability to earn a livelihood without violating such restrictions.

12. Injunctive Relief; Other Remedies. Consultant recognizes that the remedy at law for any breach or violation, or threatened breach or violation, by Consultant of this Agreement will be inadequate and ChromaDex would suffer continuing and irreparable injury to its business as a direct result of such violations. If Consultant breaches, or threatens to breach, any material obligation contained herein, then ChromaDex at its sole discretion will be entitled to institute and prosecute proceedings in any court of competent jurisdiction or in a binding arbitration, either in law or in equity, to obtain the specific performance thereof by Consultant or to enjoin Consultant from violating the provisions hereof. If court proceedings or an arbitration are instituted by reason of a breach or violation hereof the prevailing party will receive, in addition to any damages awarded, its reasonable attorney's fees, court costs and related expenses.

13. Representation. Consultant represents that there is no conflict of interest between its performance of this Agreement and its employment and/or any other agreement with others. In the event Consultant believes that there is presently any such conflict, or any such conflict arises during this Agreement or extensions thereof, it will advise ChromaDex immediately in writing.

14. Non-Assignment. Neither party may assign this Agreement, or any rights and duties hereunder, without written consent of the other; provided that ChromaDex may assign or otherwise transfer this Agreement to its affiliates and otherwise incident to the transfer, sale, acquisition, or merger of substantially all the assets of ChromaDex, or by operation of law.

15. Integration. This Agreement sets forth the entire and only agreement and understanding between ChromaDex and the Consultant relative to the subject matter hereof. Any representation, promise, or condition, whether oral or written, that is not incorporated herein shall not be binding upon either party. Thus, this Agreement supersedes any prior agreements between the parties regarding the subject matter hereof. No waiver, modification, or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative of the party sought to be bound hereby.

18. Severability. The sections of this Agreement will be enforceable to the fullest extent permissible under applicable law, but the unenforceability (or modification to conform to such law) of any provision(s) hereof will not render unenforceable or impair the remainder thereof. If any provision(s) hereof are deemed invalid, illegal, or unenforceable, the offending provision(s) should be deleted or modified, as minimally as possible and as necessary, to retain as much of the provision and this Agreement valid and enforceable as possible.

19. Ethics. Consultant shall be responsible for knowing and shall comply, in all material respects, with all applicable laws, rules, and regulations governing the ethics and operations of organizations affected by Consultant's activities.

20. Authority. Consultant acknowledges that he/she is neither an Officer nor a Director of ChromaDex and does not have the authority to bind ChromaDex or its affiliates to any contract, lease, or agreement in any form. Consultant also agrees that he will inform any entity or individual who wishes to enter into any contract or other binding agreement with ChromaDex that he does not have the authority to execute documents or bind ChromaDex or its affiliates without specific written authorization.

21. Independent Counsel and Joint Drafting. Each party acknowledges and agrees that it: (a) is aware that this Agreement affects its legal rights; (b) has had the opportunity to seek advice regarding this Agreement from independent counsel of its own choosing; and (c) understands and voluntarily enters this Agreement of its own free will and choice. Thus, this Agreement should be construed to have been drafted jointly and will not be strictly construed against either party.

22. Action on Termination. Upon termination of this Agreement for any reason, with or without cause: (a) at the request of ChromaDex, each Consultant must deliver immediately to ChromaDex all work product, images, writings, lists, samples, experimental results, data, quotations, books, records, files, computer software, drawings, other tangible manifestations of ChromaDex's Information, keys, access codes, and other property of ChromaDex and its vendors, customers, and affiliates that Consultant had access to as a result of consulting under this Agreement, that are in Consultant's possession, custody or control; and (b) at the request of ChromaDex, Consultant will execute such documents and take such other actions as necessary in order to reaffirm the covenants and obligations set forth in this Agreement; provided, however that failure to request such reaffirmation will not waive any requirements of this Agreement. Consultant understands that failure to perform these obligations may result in ChromaDex, at its sole discretion, withholding payment of any remaining compensation or taking any other legal action necessary to protect its rights.

23. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be given in writing and shall be deemed to have been duly given if delivered or mailed, postage prepaid, by certified or registered mail or by use of an independent third party commercial delivery service for same day or next day delivery and providing a signed receipt to the address set forth above or to such other address as either party shall have previously specified in writing to the other. Notice by mail shall be deemed effective on the second business day after its deposit with the United States Postal Service, notice by same day courier service shall be deemed effective on the day of deposit with the delivery service and notice by next day delivery service shall be deemed effective on the day following the deposit with the delivery service.

24. Independent Contractor. Consultant shall act at all times hereunder as an independent contractor as that term is defined in the Internal Revenue Code of 1986, as amended, with respect to ChromaDex, and not as an employee, partner, agent or co-venturer of or with ChromaDex. Except as set forth herein, ChromaDex shall neither have nor exercise control or direction whatsoever over the operations of Consultant, and Consultant shall neither have nor exercise any control or direction whatsoever over the employees, agents or subcontractors hired by ChromaDex.

25. No Agency Created. No agency, employment, partnership or joint venture shall be created by this Agreement, as Consultant is an independent contractor. Consultant shall have no authority as an agent of ChromaDex or to otherwise bind ChromaDex to any agreement, commitment, obligation, contract, instrument, undertaking, arrangement, certificate or other matter. Each party hereto shall refrain from making any representation intended to create an apparent agency, employment, partnership or joint venture relationship between the parties.

26. Counterparts. This Agreement may be executed in counterparts, each of shall constitute an original, whether actual original or a copy, and all of which shall constitute one and the same instrument.

27. The validity and interpretation of this Agreement and the legal relations of the parties to it shall be governed by the laws of California, U.S.A. without giving effect to its choice of laws principles.

CHROMADEX, INC.	CONSULTANT
BY: /s/ Mark Friedman Mark Friedman, General Counsel	BY: /s/ Troy Rhonemus Troy Rhonemus
DATE: 11/19/2018	DATE: 11/20/2018

Exhibit A: Scope of Work

Services Description: Consultant is to provide the following services on an as-needed basis:

- Provide advice and counsel with respect to ongoing business ventures, product development, intellectual property, corporate matters and other functions for ChromaDex
- Helping to negotiate deal terms with key ingredient supplier(s)
- Product development with respect to the fermentation process for NR
- Make himself reasonably available to confer, in person or otherwise, with other ChromaDex consultants and advisors
- Attend meetings as needed regarding the above

Exhibit 10.61

CONFIDENTIAL

October 31, 2018

Matthew Roberts
6241 Glade Ave., Apt. L319
Woodland Hills, CA 91367

RE: Offer of Employment as Chief Scientific Officer ("CSO") and SVP of Innovation

Dear Matthew,

ChromaDex, Inc., a subsidiary of ChromaDex, Corp., is pleased to extend you an offer of full-time employment for the position of CSO and SVP of Innovation at our Los Angeles facility. This position will report to Rob Fried, CEO.
If you accept this offer, your employment will be "at-will." This means that either you or the company can end the employment relationship at any time, for any reason, without notice. Due to the nature of this position, this offer is contingent upon a full background check.

If you accept this offer, your employment will commence on or about November 5, 2018. Your salary will be two hundred thousand dollars ($200,000) per year and paid biweekly. You will also be eligible for up to a fifty percent (50%) annual bonus of earned salary based on accomplishment of objectives which will be discussed with you at a later date.

In addition, you will be awarded a one-time initial grant of an option to purchase three hundred, fifty thousand (350,000) shares of ChromaDex common stock, at an exercise price reflecting the market price of ChromaDex common stock on the date of the grant, with one-third of the shares vesting on the one-year anniversary and the remaining shares vesting in a series of 24 equal monthly installments thereafter.

ChromaDex offers paid time off (PTO) and other company benefits to eligible employees upon completion of the introductory period as outlined in the Employee Handbook. You will be eligible for 21 days of PTO per year accrued on a biweekly basis, pursuant to ChromaDex's standard PTO policy for executives, including a waiting-time period.

By assuming this full-time role, the current consultant agreement in place between you and ChromaDex will terminate as of November 4, 2018. Additionally, by assuming this full-time role, your position on the ChromaDex Scientific Advisory Board will also terminate as of November 4, 2018, including any compensation and/or benefits provided pursuant to that position.

If you accept this offer of employment, please sign return a copy of this letter back to Jordan Gropack at JordanG@chromadex.com as soon as possible.

For any questions pertaining to this offer of employment, please feel free to contact Jordan or myself.

Respectfully,

/s/ Rob Fried

Rob Fried
CEO
ChromaDex

I understand and agree that if I accept the offer of employment with ChromaDex, that I will be an "at-will" employee, which means that either I or the company can terminate the employment relationship at any time, with or without notice, reason, or cause.

Signature: /s/ Matthew Roberts Date: Oct 31, 2018

Original: Human Resources
cc: Manager/Supervisor

Exhibit 10.62

******Text Omitted and Filed Separately***
with the Securities and Exchange Commission.
Confidential Treatment Requested
Under 17 C.F.R. Sections 200.80(c) and 240.24b-2

EXECUTION COPY

SUPPLY AGREEMENT

THIS SUPPLY AGREEMENT (the "**Agreement**") is made and entered into as of the 19th of December, 2018 (the "**Effective Date**") by and between NESTEC Ltd., a Swiss private limited company, with principal offices located at Avenue Nestle 55, 1800 Vevey, Switzerland (" **Buyer**" or "**NHSc**") and ChromaDex Inc., a California corporation with principal offices located at 10005 Muirlands, Blvd, Suite G, Irvine, CA 92618, USA ("**Seller**" or "**ChromaDex**"). Buyer and Seller are individually referred to herein as a "**Party**" and collectively as the "**Parties**."

R E C I T A L S

WHEREAS, Seller is the owner or exclusive licensee of certain intellectual property rights related to the composition and use of the compound Nicotinamide Riboside ("**NR**") and NR Product (defined below) that is currently sold under the ChromaDex Trademarks (defined below); and

WHEREAS, NR is supplied by Seller to third parties for the commercialization of NR Product under the ChromaDex Trademarks (or other tradenames) as dietary supplements on a global basis; and

WHEREAS, NR and NR Product is marketed, commercialized and sold by Seller to consumers in its pure form and in combination with other active ingredients on a global basis under the ChromaDex Trademarks (or other tradenames) subject to the terms and conditions of this Agreement; and

WHEREAS, Buyer now desires to purchase the NR Product to develop, market, promote, sell, and distribute the Approved Products (defined below) subject to the terms and conditions hereinafter described.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows.

1. Definitions.

The following terms have the meanings specified below:

"**Active Nutrition**" means product offerings that are formulated and marketed to consumers of all ages for the purpose of living a healthy lifestyle with integrated physical activity. Active Nutrition does not include Sports Nutrition.

"**Affiliate**" shall mean, with respect to a Party, any person or entity that controls, is controlled by, or is under common control with such Party. An entity or person shall be deemed to be in control of another entity ("**Controlled Entity**") if the former owns directly or indirectly at least fifty percent (50%) of the outstanding voting equity of the Controlled Entity (or some other majority equity or ownership interest exits, in the event that such Controlled Entity is other than a corporation).

"**Allowable Deductions**" shall mean,

(a) sales returns and allowances actually paid, granted or accrued, including trade, quantity and cash discounts and any other adjustments, including those granted on account of price adjustments or billing errors, rejected goods, damaged or defective goods, recalls, returns;

(b) rebates, chargeback rebates, compulsory rebates, reimbursements or similar payments granted or given to wholesalers or other distributors, buying groups, health care insurance carriers or other institutions and compulsory payments to governmental authorities and any other governmental charges imposed upon the sale of such Approved Product to third parties;

(c) adjustments arising from consumer discount programs or other similar programs;

(d) customs or excise duties, sales tax, consumption tax, value added tax, and other taxes (except income taxes); and

(e) charges for packing, freight, shipping and insurance (to the extent that Buyer or its Affiliates bear such cost).

Allowable Deductions shall be calculated by Buyer consistent with its ordinary practice and in accordance with International Financial Reporting Standards, and Buyer shall not calculate Allowable Deductions in any manner that has the primary purpose of avoiding or reducing the Sales Fees payable hereunder.

"**Approved Products**" shall mean any Medical Nutrition (as defined herein) or Functional Food and Beverages (as defined herein) product which contains a minimum of […***…]mg of the NR Product per serving unless Buyer and Seller agree otherwise in advance in writing. Buyer does not require any consent from Seller to launch new products in Medical Nutrition or Functional Food and Beverages provided that they comply with the requirements set forth in this Agreement. For the sake of clarity, the Approved Products will include NR Product in combination with proteins or other active ingredients as Functional Food and Beverages or as Medical Nutrition products of NHSc.

"**Approved Product Category(ies)**" shall mean Medical Nutrition and/or Functional Food and Beverages.

"**Buyer**" shall include NESTEC Ltd. and its U.S. Affiliate, Nestlé HealthCare Nutrition, Inc. and their respective successors and assigns; provided, however, that the Parties acknowledge and agree that Buyer or any of its Affiliates may purchase the NR Product and market, sell and distribute the Approved Products pursuant to the terms and conditions of this Agreement.

"**Buyer's Technical Feasibility**" shall mean when Buyer, in its reasonable judgment, determines that the NR Product would be stable in a ready to drink format.

"**Change of Control**" shall mean any person or entities having acquired, in any single transaction or series of related transactions, whether by way of merger, consolidation, purchase, or in any other manner, (i) securities of Seller or its Controlling Affiliate(s) representing […***…] percent ([…***…]%) or more of either the combined voting power or ownership interest thereof, (ii) […***…] percent ([…***…]%) or more of the profit/loss participation in Seller or its Controlling Affiliate(s), or (iii) Control in Seller or its Controlling Affiliate(s).

"**ChromaDex Brand Usage Guidelines**" are attached hereto as Exhibit A – ChromaDex Brand Usage Guidelines (Exhibit A is hereby incorporated herein in full by this reference) and, subject to the terms and conditions in Section 11, sets forth the rules and guidelines pertaining to the proper use of the ChromaDex Trademarks which rules and guidelines may be amended by ChromaDex, at any time, in ChromaDex's sole discretion. If the ChromaDex Brand Usage Guidelines are supplemented or amended, a supplemented or amended version shall be promptly provided to Buyer, and Buyer has the obligation to ensure that Buyer is in compliance with ChromaDex's current ChromaDex Brand Usage Guidelines after a reasonable transition period.

"**ChromaDex Trademarks**" shall mean the trademarks and logos owned by ChromaDex incorporating the name, mark, and/or brand of the NR Product as shown in the ChromaDex Brand Usage Guidelines.

"**Control**" shall mean (including the term "Controlling") possession, directly or indirectly, through one (1) or more intermediaries, of the power to direct or cause the direction of management and policies of Seller, whether through ownership of voting securities or otherwise.

"**Dollerup**" shall mean the following study: Dollerup, O.L., et al., A randomized placebo-controlled clinical trial of nicotinamide riboside in obese men: safety, insulin-sensitivity, and lipid-mobilizing effects. Am J Clin Nutr, 2018.

Buyer's and Seller's Initials /s/ CK /s/ RF

"**Field**" shall mean human use.

"**Functional Food and Beverages**" shall mean a Protein Based (defined below) functional food or beverage (meaning consumer healthcare sold under "Nutrition Facts" labeling regulations in the US or similar labeling or definitional regulations globally; i.e. not sold under dietary supplement regulations) product containing NR Product in ready to drink and loose powder format currently sold under the NHSc Brands (defined below), which may include Active Nutrition products. Functional Food and Beverages do not include Sports Nutrition. "**NHSc Brands**" shall mean the existing brands of Buyer or its affiliates set forth in Exhibit B – NHSc Brands (Exhibit B is hereby incorporated herein in full by this reference) as well as (i) any other existing brands acquired by Buyer during the Term within the Approved Product Categories and (ii) any new brands created by Buyer within the Approved Product Categories, subject to the approval of Seller, such approval not to be unreasonably withheld or delayed.

Functional Food and Beverages Extensions" shall mean a Protein Based product containing NR Product sold under the NHSc Brands that is in a format other than ready to drink or loose powder.

"**Good Manufacturing Practices**" shall mean current and any future good manufacturing practices and quality system regulations set forth by the United States Food and Drug Administration ("**USFDA**"), and if the Approved Product is manufactured or sold outside of the Unites States, the current and any future good manufacturing practices and quality system regulations set forth by the USFDA or higher standards if and as applicable in the country in which the Approved Product is manufactured or sold.

"**Gross Sales Price**" shall mean all invoiced sales of Approved Products without offset, deduction, or allowances.

"**Licensed Materials**" shall mean any advertising, marketing, promotional, and/or merchandising materials and artwork prepared by ChromaDex and provided to Buyer. There is no obligation for ChromaDex to create or provide Licensed Materials. Licensed Materials may or may not display ChromaDex Trademarks and may or may not be provided to Buyer by ChromaDex, in ChromaDex's sole discretion.

"**Launch**" shall mean first bona fide commercial sale of an Approved Product in a country in the respective Sub-Territory.

"**Martens**" shall mean the following study: Martens, C.R., Denman, B.A., Mazzo, M.r., Armstrong, M.L., Reisdorph, N., McQueen, M.B., Chonchol, M.B., Seals, D.R., *Chronic nicotinamide riboside supplementation is well-tolerated and effectively elevates NAD+ in healthy middle-aged and older adults*. 2018, University of Colorado Boulder.

"**Medical Nutrition**" shall mean (a) a specialized nutrition product that serves as a nutritional solution for the dietary management of a specific health condition to be used under medical supervision; (b) a "medical food," as defined in Section 5(b) of the Orphan Drug Act (21 U.S.C. 360ee(b)(3)) and 21 CFR 101.9(j)(8); or (c) a "dietary food for special medical purposes" as defined in Directive 1999/21/EC of the European Parliament and of the Council; or (d) any food product substantially equivalent to the preceding clause (a), (b) or (c) under any applicable laws and regulations in any other jurisdiction to be used under medical supervision.

"**Net Sales**" shall mean the Gross Sales Price invoiced by Buyer or its Affiliates to third parties, less only (a) any taxes included in the Gross Sales Price, if any, and (b) Allowable Deductions.

"**NR Product**" means NR and any future revisions in salts, formulations, or other forms.

"**Protein Based**" means any functional food or beverages (not a supplement) that lists protein as a primary nutrient in the ingredient list under labeling regulations in the US or similar labeling or definitional

regulations globally and contains at least 5 grams of protein per serving for ready to drink products and 2 grams of protein per serving in sachets.

"**Reporting Period**" shall begin on the first day of each calendar quarter and end on the last day of such calendar quarter.

"**Seller**" shall include ChromaDex, Inc., its Affiliates and their respective successors and assigns.

"**Seller's Technical Feasibility**" shall mean when Seller, in its reasonable judgment, determines that the NR Product would be stable in a ready to drink format. Buyer's Technical Feasibility and Seller's Technical Feasibility may sometimes be referred to collectively as "**Technical Feasibility**".

"**Specification**" shall mean the description of the NR Product set forth on Exhibit C – Product Specifications (Exhibit C is hereby incorporated herein in full by this reference). The Specifications may be amended from time to time by ChromaDex upon […***…] prior written notice thereof to Buyer. Any material modifications to the Specifications that may impact commercialization, manufacturing, and indications for use or taste of an Approved Product shall require the advance written approval of Buyer, such approval not to be unreasonably withheld or delayed.

"**Sports Nutrition**" means product offerings formulated for and marketed to athletes to support sports and athletic training to optimize sports and athletic performance.

Sub-Territories" shall mean each of (i) North America; (ii) Europe; (iii) Latin America (including Central America and South America; and (iv) Asia Pacific Exceptions (as defined below)).

"**Sub-Territory Reversion**" is defined in Paragraph 3.6.2.

"**Supplier Code of Conduct**" shall mean Buyer's Responsible Sourcing Standard as published on https://www.nestle.com/aboutus/suppliers (or any successor URL of which Seller is advised in advance in writing). Seller shall be advised of and agree to any revisions to the version at such URL as of the Effective Date hereof.

"**Term**" shall mean the term of this Agreement, which shall commence on the Effective Date and shall remain in effect until the expiration or abandonment of all applicable issued patents and applicable filed patent applications for the NR Product, unless earlier terminated in accordance with the provisions of this Agreement.

"**Territory**" shall mean the combination of North America, Europe, Latin America (including Central America and South America), but excluding Asia Pacific except for the following territories that shall be included in the Territory: Australia, New Zealand, and Japan only (collectively the "**Asia Pacific Exceptions**"). The Territory shall be subject to the Sub-Territory Reversion pursuant to the terms hereof.

"**Washington Heart Study**" shall mean ClinicalTrials.gov Identifier: NCT03423342, which can be found at https://www.clinicaltrials.gov/ct2/show/NCT03423342?term=nicotinamide+riboside&rank=3.

2. Conditions Precedent to Grant of Rights and Execution of This Agreement.

2.1 Execution of this Agreement is conditioned upon:

(i) Completion of due diligence satisfactory to both ChromaDex and Buyer; and

(ii) Receipt of the internal approvals reasonably required by both ChromaDex and Buyer.

2.2 By execution of this Agreement by both Parties, both Seller and Buyer are representing that the foregoing conditions have been satisfied.

Buyer's and Seller's Initials /s/ CK /s/ RF

3. Supply and Exclusivity.

3.1 Supply. Throughout the Term, Buyer shall exclusively purchase from Seller and Seller shall supply to Buyer the NR Product in accordance with the specific terms and conditions contained herein. In the event Seller fails to timely fulfill a Purchase Order (defined below), Buyer will provide Seller written notice thereof and Seller shall have […***…] to cure by fulfilling the Purchase Order. If Seller repeatedly (at least […***…] times in any rolling […***…] period) and materially fails to timely fulfill Purchase Orders, Buyer shall not be obligated to purchase NR Product solely from Seller.

3.2 Approved Products. Seller hereby agrees that Buyer shall be entitled to develop, manufacture, sell, promote, import, and distribute the Approved Products using NR Product in the Field in the Territory during the Term.

3.3 Exclusivity. Provided that Seller has not terminated exclusivity as permitted by this Agreement (including Seller's rights to Reversion), Seller agrees that it shall not sell NR Product to any third party for use in Medical Nutrition in the Field in the Territory during the Term. In addition, Seller shall not sell Medical Nutrition products containing NR Product in the Field in the Territory during the Term.

3.4 Co-Exclusivity. Provided that Seller has not terminated exclusivity as permitted by this Agreement (including Seller's rights to Reversion), Seller agrees that it shall not sell NR Product to any third party for use in the manufacture of any third party product sold under a third party brand in Functional Food and Beverages in the Field in the Territory during the Term ("**Buyer's Co-Exclusivity**").

3.4.1 In order to maintain Buyer's Co-Exclusivity:

3.4.1.1 Buyer and Seller shall meet at the beginning of each quarter during calendar year 2019 to communicate regarding Buyer's progress towards commercialization.

3.4.1.2 Buyer shall conduct Technical Feasibility product testing (including sensory panel testing) by […***…] on a Functional Food and Beverages Approved Product (the "**Consumer Product Test Target**"). If Buyer fails to achieve Buyer's Technical Feasibility by the Consumer Product Test Target, Buyer shall notify Seller in writing no later than […***…]. If Seller provides Buyer written notice no later than […***…] that Seller has achieved Seller's Technical Feasibility after Buyer notifies Seller that Buyer failed to achieve Buyer's Technical Feasibility, then Seller shall have the option to terminate Buyer's Co-Exclusivity upon […***…] written notice ("**Seller's Feasibility Failure Option**").

3.4.1.3 Buyer must Launch the Approved Products in accordance with Section 3.6. If Buyer fails to comply with the Launch requirements and deadlines, Seller shall have the option to exercise any of its rights to reversion and terminate Buyer's Co-Exclusivity in accordance with the terms of this Agreement.

3.4.1.4 Buyer's Co-Exclusivity shall cease without notice when Buyer is no longer required to remit Sales Fees pursuant to Section 4.3.3.2, at which time (i) there shall be no limitation on Seller's ability to sell the NR Product and (ii) Buyer will no longer be subject to the Annual Minimum Royalty requirements set forth in Section 4.3.3.4 of this Agreement.

3.4.2 Buyer's Co-Exclusivity does not prohibit Seller from selling products containing NR Product to consumers at any time and Buyer acknowledges that Seller will maintain all rights to sell products containing NR Product to consumers in Functional Food and Beverages without limitation.

Buyer's and Seller's Initials /s/ CK /s/ RF

3.4.3 Buyer's Co-Exclusivity shall not include Functional Food and Beverages Extensions. As long as Buyer has the right to purchase NR Product for use in Buyer's development, manufacture, sale, promotion, importation, and distribution of Functional Food and Beverages in a Sub-Territory, Buyer shall have the right (although not co-exclusive) to purchase NR Product for use in Buyer's development, manufacture, sale, promotion, importation, and distribution of Functional Food and Beverages Extensions in the same Sub-Territory. The Parties hereby acknowledge that Seller is not prohibited from developing, manufacturing, or selling Functional Food and Beverages Extensions equivalent products containing NR Product.

3.5 Prior Existing Obligations. Notwithstanding Section 3.3 (Exclusivity) and Section 3.4 (Co-Exclusivity), prior to the Effective Date, Seller entered into certain agreements to supply the NR Product or products containing NR Product to certain third parties ("**Prior Existing Obligations**"). A list of such Prior Existing Obligations are attached hereto as Exhibit D - Prior Existing Obligations (Exhibit D is hereby incorporated herein in full by this reference). Buyer agrees that Seller's continued performance under the Prior Existing Obligations is not a breach of this Agreement, provided however that Seller shall use commercially reasonable efforts to terminate such Prior Existing Obligations as soon as legally possible.

3.6 Regulatory Activities; Sub-Territory Reversion.

3.6.1 Seller's Regulatory Activities. Buyer and Seller acknowledge and agree that Seller is principally responsible for performing certain regulatory activities relating to the NR Product as set forth in this Section 3.6 and Seller agrees to proceed diligently, in good faith, and without delay ("**Seller's Regulatory Activities**"). To the extent that any of Seller's Regulatory Activities are required by applicable governmental regulators "**Applicable Regulators**") in order for Buyer to launch an Approved Product in a specific Sub-Territory, Seller's Regulatory Activities shall be conditions to Buyer's launch (and any related payment) obligations for such Approved Products (on a product by product basis in each Approved Product Category). If Seller is unable to obtain regulatory approval from the Applicable Regulators of any specific Approved Product as directed and recommended by Buyer, including dosage and regulatory categories set by Buyer, Buyer has the option to accept the Applicable Regulators' decision and/or guidance or, within […***…] of Buyer's receipt of Applicable Regulators' final decision and/or guidance with respect to a particular Approved Product in a Sub-Territory, reject it in writing. If Buyer accepts such final decision or guidance, Seller's Regulatory Activities shall be deemed satisfied for the applicable Approved Product in the applicable Sub-Territory. If Buyer rejects Applicable Regulators' final decision and/or guidance with respect to a particular Approved Product in a Sub-Territory, Seller has the right to terminate all of Buyer's rights to sell the applicable Approved Products in the applicable Sub-Territory.

3.6.1.1 Functional Food and Beverages in United States. Buyer and Seller acknowledge that Seller has already obtained GRAS certification self-determination with successful FDA notification for certain Functional Food and Beverages, including vitamin waters, protein shakes, nutrition bars, gum, chews, and powdered beverages at a maximum level of 0.0057% by weight as consumed. Seller has successfully completed a New Dietary Ingredient Notification for nutritional drinks and meals to include NR use up to 300mg/day. Within […***…] of the execution of this Agreement, Seller will endeavor to obtain a GRAS self-determination without notice status for certain mutually agreed Functional Food and Beverages to include NR use up to 500mg/day; provided however that Buyer and Seller shall consider the daily allowable dosage in light of intake products Buyer intends to Launch, it being acknowledged by Buyer that the more opportunities to intake NR Product, the lower the daily allowable usage may result.

3.6.1.2 Medical Nutrition in United States. Within […***…] after the execution of this Agreement, Seller will use commercially reasonable efforts to obtain a GRAS self-determination without notification status at 1,000mg/day based on the Martens and

Dollerup studies. Within […***…] after the publication of the Washington Heart Study, anticipated to be completed by the end of […***…], Seller will use commercially reasonable efforts to obtain a GRAS self-determination without notice status at 2,000mg/day.

3.6.1.3 Outside United States. Buyer and Seller shall meet within […***…] of the Effective Date and periodically thereafter to arrive at a mutually agreed upon schedule of Sub-Territories outside the United States for which Seller will submit regulatory approval dossiers (the "**Schedule of International Markets**"). Buyer and Seller acknowledge that Brazil, Canada, Europe and Australia are the initial Sub-Territories on the Schedule of International Markets. Buyer and Seller shall exchange information as appropriate to facilitate the parties' efforts to obtain regulatory approvals, which might include scientific information to help accelerate the process.

3.6.2 Sub-Territory Reversion.

3.6.2.1 North America.

3.6.2.1.1 Functional Food and Beverages. If Buyer fails to Launch a Functional Food and Beverages Approved Product in North America within […***…] of the Effective Date (the "**NA Functional Food and Beverages Reversion Period**"), all co-exclusivity rights of Buyer with respect to North America for such Approved Product Category shall terminate and there shall be no limitation on Seller's ability to sell NR Product in North America in such Approved Product Category after such termination (the "**NA Functional Food and Beverages Reversion**").

3.6.2.1.1.1 Reversion; Termination. Buyer can avoid the NA Functional Food and Beverages Reversion and extend its co-exclusivity rights for […***…] (the "**NA FF&B Co-Exclusivity Extension**") if Buyer pays to Seller the equivalent of the Approved Product Launch Fee for Functional Food and Beverages for North America for such […***…] (the "**NA FF&B Reversion Fee**"). The NA FF&B Reversion Fee must be received by Seller prior to the expiration of the NA Functional Food and Beverages Reversion Period in order for Buyer to exercise the NA FF&B Co-Exclusivity Extension. The NA FF&B Exclusivity Extension may be exercised only once. If Buyer elects not to remit such NA FF&B Reversion Fee, Buyer's co-exclusivity for Functional Food and Beverages in North America shall terminate and Seller shall have the option to terminate all of Buyer's rights to sell Functional Food and Beverages Approved Products containing the NR Product within North America (the "**NA FF&B Termination**") as its sole and exclusive remedy. Seller shall have […***…] after Buyer's failure to pay the NA FF&B Reversion Fee to determine whether Seller is exercising the NA FF&B Termination. Seller shall provide the NA FF&B Termination notice in writing.

3.6.2.1.2 Medical Nutrition. If Buyer does not Launch a Medical Nutrition Approved Product in North America within […***…] of the Effective Date (the "**NA Medical Nutrition Reversion Period**"), all exclusivity rights of Buyer with respect to North America for such Approved Product shall terminate and there shall be no limitation on Seller's ability to sell NR Product into Medical Nutrition in North America after such termination (the "**NA Medical Nutrition Reversion**").

3.6.2.1.2.1 Reversion; Termination. Buyer can avoid the NA Medical Nutrition Reversion and extend its exclusivity rights for […***…] (the "**NA MN Exclusivity Extension**") if Buyer pays to Seller the equivalent of the Approved Product Launch Fee for Medical Nutrition for North America for such […***…] (the "**NA MN Reversion Fee**"). The NA MN Reversion Fee must be received by Seller prior to the expiration of the NA Medical Nutrition Reversion Period in order for Buyer to exercise the NA MN

Exclusivity Extension. The NA MN Exclusivity Extension may be exercised only once. If Buyer elects not to remit such NA MN Reversion Fee, Buyer's exclusivity for Medical Nutrition in North America shall terminate and Seller shall have the option to terminate all of Buyer's rights to sell Medical Nutrition Approved Products containing the NR Product within North America (the "**NA MN Termination**") as its sole and exclusive remedy. Seller shall have […***…] after Buyer's failure to pay the NA MN Reversion Fee to determine whether Seller is exercising the NA MN Termination. Seller shall provide the NA MN Termination notice in writing.

3.6.2.1.3 The NA Functional Food and Beverages Reversion Period and the NA Medical Nutrition Reversion Period shall be collectively referred to herein as the "**NA Reversion Period**" and the NA Functional Food and Beverages Reversion and the NA Medical Nutrition Reversion shall be collectively referred to herein as the "**NA Reversion**".

3.6.2.2 International. If Buyer does not Launch an Approved Product in an Approved Product Category in Europe, Latin America and/or Asia Pacific within […***…] of the Effective Date (the "**Sub-Territory Reversion Period**"), all co-exclusivity rights in Functional Food and Beverages and all exclusivity rights in Medical Nutrition with respect to the relevant Sub-Territory shall terminate and there shall be no limitation on Seller's ability to sell NR Product in the relevant Sub-Territory in such Approved Product Category after such termination (the "**Sub-Territory Reversion**").

3.6.2.2.1.1 Reversion; Termination. Buyer can avoid the Sub-Territory Reversion and extend its co-exclusivity or exclusivity rights, as applicable, for […***…] (the "**Sub-Territory Extension**") if Buyer pays to Seller the equivalent of the Approved Product Launch Fee per Approved Product Category for the relevant Sub-Territory for such […***…] (the "**Sub-Territory Reversion Fee**"). The Sub-Territory Reversion Fee must be received by Seller prior to the expiration of the Sub-Territory Reversion Period in order for Buyer to exercise the Sub-Territory Extension. The Sub-Territory Extension may be exercised only once. If Buyer elects not to remit such Sub-Territory Reversion Fee, Buyer's co-exclusivity rights for Functional Food and Beverages and its exclusivity rights for Medical Nutrition shall terminate in the relevant Sub-Territory and Seller shall have the option to terminate all of Buyer's rights to sell the Approved Products containing the NR Product within the relevant Category and Sub-Territory (the "**Sub-Territory Termination**") as its sole and exclusive remedy. Seller shall have […***…] after Buyer's failure to pay the Sub-Territory Reversion Fee to determine whether Seller is exercising the Sub-Territory Termination. Seller shall provide the Sub-Territory Termination notice in writing.

3.6.2.3 The NA Reversion and Sub-Territory Reversion shall collectively be referred to herein as the "**Reversions**." The NA FF&B Reversion Fee, NA MN Reversion Fee and Sub-Territory Reversion Fee shall collectively be referred to herein as the "**Reversion Fees**".

3.7 Reservation of Rights. Other than the specifically enumerated, limited exclusivity and co-exclusivity rights sets forth in this Agreement, Seller is entitled to develop, manufacture, sell, promote, import, and distribute any items, products, materials, and rights in its sole discretion. Any rights not specifically granted to Buyer are hereby reserved to Seller.

3.8 Recall and Termination Under A Recall. If any Approved Products are at any point during the Term subject to a Class I product recall and are likely to cause serious health problems or death requiring notification by the USFDA, ChromaDex has the right to direct Buyer to refrain from selling or distributing the affected Approved Products until the situation is resolved to ChromaDex's reasonable satisfaction, and without liability to NHSc therefor.

Buyer's and Seller's Initials /s/ CK /s/ RF

4. Ordering, Purchase Price and Payment.

4.1 Forecasts. Buyer shall provide to Seller a good faith projection or estimate of the quantity of NR Products that Buyer may order each month for a […***…] period (the "**Forecast**"). The first […***…] of the Forecast shall be binding (the "**Binding Forecast**") and reflected in the Purchase Order (defined below) with the remaining […***…] constituting a rolling Forecast which shall be an estimate only of Buyer's production requirements and not a firm order for the NR Products. Seller will maintain sufficient inventory and manufacturing capacity to produce up to […***…] percent ([…***…]%) of Buyer's estimated purchases for the Forecast period.

4.2 Purchase Orders. Buyer agrees to submit to Seller a binding purchase order, which will specify, among other things, (i) the quantity of NR Product ordered and (ii) the delivery date (the "**Purchase Order**") at least […***…] in advance of any required NR Product delivery date. All NR Product will be made available for pick up at Seller's designated facility ("**Seller's Facility**"). Each Purchase Order will not vary by more than […***…] percent ([…***…]%) from the applicable Binding Forecast. Any terms contained in any Purchase Order which are inconsistent with the terms of this Agreement, shall be excluded and are of no force and effect. **In the event of a conflict between the terms of this Agreement and a Purchase Order, the terms of this Agreement shall prevail.** Seller shall confirm to Buyer the receipt of each Purchase Order within […***…] after receipt and provide to Buyer the dates by which Seller will deliver the NR Products to Seller's Facility. Legally binding obligations for the purchase of NR Products will be created when Buyer submits the Binding Forecast. Seller will fulfill Purchase Orders within the requested timeframe (barring any Force Majeure Events). The minimum purchase order quantity shall be […***…]kg and minimum pack size shall be […***…]kg. The NR Product shall have a minimum remaining shelf life of […***…] upon availability at Seller's Facility.

4.3 Purchase Price. Buyer shall pay to Seller the following Fees:

4.3.1 **Exclusivity Fee**. In exchange for the exclusivity and co-exclusivity set forth in this Agreement, Buyer shall pay to Seller within […***…] of the Effective Date a one-time, non-refundable payment of Four Million United States Dollars (US$4,000,000.00) (the "**Exclusivity Fee**").

4.3.2 **Approved Product Launch Fees**. Following the Launch of the first Approved Product in the respective Approved Product Category in a country in the respective Sub-Territory, Buyer shall pay to Seller within […***…] following the relevant Launch a one-time, non-refundable payment in the amounts set forth below ("**Approved Product Launch Fees**"):

Approved Product	North America	Europe	Latin America	Asia Pacific
Functional Food and Beverages	US$[…***…]	US$[…***…]	US$[…***…]	US$[…***…]
Medical Nutrition	US$[…***…]	US$[…***…]	US$[…***…]	US$[…***…]

For the avoidance of doubt, Approved Product Launch Fees are only payable once per Approved Product Category and Sub-Territory, i.e. the maximum Approved Product Launch Fees under this Agreement in the event the Buyer launches one or several Approved Medical Nutrition product and one or several Approved Functional Foods and Beverages product in each Sub-Territory is maximum US$6,000,000.00.

Buyer's and Seller's Initials /s/ CK /s/ RF

4.3.2.1 The Reversion Fees are separate and apart from the Approved Product Launch Fees and payment of a Reversion Fee, if any, shall not be applicable against the Approved Product Launch Fees. The Approved Product Launch Fees shall not be applicable against the Exclusivity Fee, any Sales Fees (defined below), or any Annual Minimum Royalty.

4.3.3 NR Product Fees. The purchase price of the NR Product purchased by Buyer from Seller pursuant to the Purchase Orders shall be calculated as follows:

4.3.3.1 […***…] United States Dollars per kilogram (US$[…***…]/kg) for purchase orders placed in 2018 and 2019 (the "**KG Price**"). The KG Price for future years will be mutually determined by the Parties and agreed to in advance in writing by both parties; plus

4.3.3.2 A percent of the Net Sales of Approved Products sold by Buyer as set forth below (the "**Sales Fees**") (for purposes of clarification, this is for all Approved Products and not per Approved Product Category) :

Cumulative worldwide Annual Net Sales:	**Sales Fee:**
[…***…]	[…***…] Percent ([…***…]%)
[…***…]	[…***…] Percent ([…***…]%)
[…***…]	[…***…] Percent ([…***…]%)
[…***…]	[…***…] Percent ([…***…]%)
[…***…]	[…***…] Percent ([…***…]%)
[…***…]	[…***…] Percent ([…***…]%)

4.3.3.3 The Sales Fees will be calculated based on cumulative worldwide gross Net Sales per each calendar year. The first calendar year of the Agreement shall be deemed to be the Effective Date through December 31, 2019. Thereafter, each calendar year shall commence on January 1st and end on December 31st.

4.3.3.4 Commencing twenty four (24) months after Buyer has Launched an Approved Product in the relevant category ("**Royalty Year 1**"), Buyer will pay Seller the following minimum royalties on an annual basis for such Approved Product Category as indicated below (the "**Annual Minimum Royalty**"):

Royalty Year*	**Functional Food and Beverages Category: Annual Minimum Royalty**	**Medical Nutrition Category: Annual Minimum Royalty**
[…***…]	[…***…]	[…***…]

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[…***…]	[…***…]	[…***…]

* The Annual Minimum Royalty shall be prorated for any partial calendar year.

4.3.3.5 Sales Fees shall be due quarterly and shall be payable within […***…] of Buyer's receipt of an invoice from Seller reflecting the Sales Fee amount set forth in the sales report for such period submitted by Buyer pursuant to Section 5.2 of this Agreement.

4.3.3.6 Sales Fees payable on Net Sales of Approved Products will be applicable against and offset only against the Annual Minimum Royalty. If the total Sales Fees for any calendar year exceed the combined Annual Minimum Royalty due for all Approved Product Categories in which an Approved Product has been launched, no additional Annual Minimum Royalty shall be due for that calendar year.

4.3.3.7 In the event that the Sales Fees are less than the Annual Minimum Royalties, Buyer shall pay the difference between the total Annual Minimum Royalty in all Approved Product Categories in which an Approved Product has been launched combined less the amount of Sales Fees received by Seller for the relevant calendar year (the "**Sales Fee True Up**"). The Sales Fee True Up shall be paid within […***…] of the end of relevant calendar year. In the event that Buyer does not pay Seller the Annual Minimum Royalty in a particular calendar year, Buyer will lose all exclusivity and co-exclusivity rights with respect to NR Product, products containing NR Product, and uses thereof and Seller shall have the option to terminate all of Buyer's rights to sell the Approved Products in the Sub-Territory for which the Annual Minimum Royalty was not paid ("**Annual Minimum Royalty Termination**").

4.3.3.8 The Sales Fees set forth in clause 4.3.3.2 above will be reduced by an amount equal to […***…] percent ([…***…]%) of such Sales Fees with respect to an Approved Product in each country in the Territory if for the applicable calendar quarter there is a product that (a) contains NR and (b) is either (i) a Functional Food or (ii) a Medical Nutrition product, has been approved by the applicable regulatory authority and is being sold in such country by a Third Party (a "**Competing Product**"). Notwithstanding the foregoing, such […***…] percent ([…***…]%) reduction to the Sales Fees will not apply if and for so long as unit sales of Competing Products in such country are lower than (i) […***…] percent ([…***…]%) of the units of Buyer's sales in the corresponding period in such country or (ii) […***…] percent ([…***…]%) of the units of Buyer's sales in the corresponding period in such country if Seller has brought an action in a court of competent jurisdiction challenging such Competing Product. No Annual Minimum Royalties or Sales Fees on the Net Sales of Approved Products sold by Seller to Buyer are due with respect to any given Sub-Territory after the expiration, final invalidation or abandonment of **all** of Seller's applicable issued patents and applicable filed patent applications for the NR Product in such Sub-Territory, or when Seller no longer has the right to sell the NR Product in such Sub-Territory.

4.3.3.9 The KG Price shall be due […***…] after the date of shipment of NR Product based on each Purchase Order (and corresponding with Seller's invoice date). The Sales Fees shall be due within […***…] after the last day of each calendar quarter. In the event that, after first sale of an Approved Product, there are no sales made during a given calendar quarter, Buyer shall provide ChromaDex with a statement within […***…] after the last day of such quarter reporting that no sales were made during such quarter.

4.3.3.10 In the event Buyer, via benchmarking, can demonstrate a gap between the price being charged by Seller and the competition or market price, or the price movement and the market price movement, for NR Products in comparable quality and quantity, Buyer and Seller will meet to discuss ways to remedy the situation. Further the Seller agrees not to sell or supply NR Products to any third party at a price lower than the applicable price charged to Buyer for the same volume of NR Products.

Buyer's and Seller's Initials /s/ CK /s/ RF

4.4 Payments.

4.4.1 Late Payments. Failure to make prompt and full payment of undisputed amounts hereunder constitutes a material breach of this Agreement and to take the measures as set forth in Section 15.2 of this Agreement. Buyer has no right of setoff. If full payment is not made when due, Seller shall be entitled to interest on any amount unpaid at the rate of […***…] percent ([…***…]%) per […***…] or the maximum rate permissible by applicable law until Seller receives payment in full. In addition, if any amount payable to Seller is not received by Seller within […***…] of the due date, Buyer agrees to reimburse Seller for any and all commercially reasonable out-of-pocket expenses Seller may incur, including reasonable attorneys' fees, in taking any action to obtain such overdue payments contemplated by this Section.

4.4.2 Method of Payment. All payments under this Agreement should be made payable to "ChromaDex, Inc." and sent via wire transfer as indicated below. Each payment should reference this Agreement and identify the obligation under this Agreement that the payment satisfies. Buyer shall remit payment to the following account (or such other accounts(s) as ChromaDex may specify in writing):

ChromaDex, Inc.
Attention: […***…]
Account # […***…]
ABA#: […***…]
Bank: […***…]
Address: […***…]
Address: […***…]

Remittance detail for wire
transfers must also be sent either
by fax or e-mail to:
Fax: […***…], Attention:
[…***…]
E-mail: […***…]

4.4.3 Payments in U.S. Dollars. All payments due under this Agreement shall be drawn on a United States bank and shall be payable in United States dollars. Conversion of foreign currency to U.S. dollars shall be made at the conversion rate existing in the United States (as reported in the Wall Street Journal) on the last working day of the calendar quarter of the applicable Reporting Period. Such payments shall be without deduction of exchange, collection, or other charges, and, specifically, without deduction of withholding or similar taxes or other government imposed fees or taxes, except as permitted in the definition of Net Selling Price.

5. REPORTS AND RECORDS.

5.1 Progress Reports.

5.1.1 Within […***…] after the Effective Date (and an updated version […***…] thereafter), Buyer shall furnish ChromaDex with a high level research and development plan describing the major tasks to be achieved in order to bring to market an Approved Product (including updates and progress and regulatory milestones achieved for the prior report). Such plans can be written or consist of conversations between NHSc and ChromaDex's scientific and project management representatives.

5.1.2 Before First Commercial Sale. Prior to the first Launch of the first Approved Product, Buyer shall deliver reports to ChromaDex […***…], within […***…] of the end of each […***…], containing reasonably detailed high level information concerning

the immediately preceding […***…], regarding Buyer's progress towards commercialization including, but not limited to, progress towards regulatory approvals. In addition, Seller will provide Buyer with […***…] updates on status and progress of the Seller Regulatory Obligations and any related regulatory approvals that Seller is undertaking that may impact Buyer's launch plans for each territory.

5.1.3 Upon First Commercial Sale of an Approved Product. Buyer shall report to ChromaDex the date of first commercial sale of each Approved Product in each Sub-Territory within […***…] of occurrence.

5.2 Sales Reports.

5.2.1 After the first commercial sale of each Approved Product, Buyer shall deliver reports to ChromaDex within […***…] of the end of each Reporting Period, containing information concerning the immediately preceding Reporting Period.

5.2.2 Each report delivered by Buyer to ChromaDex shall contain sufficient detail to permit confirmation of the accuracy of the Sales Fee for such period, including the following information for the immediately preceding Reporting Period only to the extent that such information may be applicable to such Reporting Period and shall be in a form as mutually agreed by the parties:

(i) the number of Approved Products sold by Buyer and its Affiliates to independent third parties in each Sub-Territory of the Territory;

(ii) the Gross Sales Price charged by Buyer and its Affiliates for each Approved Product in each Sub-Territory of the Territory (for the total Gross Sales Price of each Approved Product sold by Buyer);

(iii) calculation of Net Sales for each Approved Product for the applicable Reporting Period in each Sub-Territory of the Territory, including a listing of Allowable Deductions and allowed taxes; and

(iv) total Sales Fee due in U.S. dollars, together with the exchange rates used for conversion.

5.3 Records, Audit, and Payment. Buyer shall maintain, and shall cause its Affiliates if and as applicable, to maintain, complete and accurate records relating to the rights and obligations under this Agreement and any amounts payable to ChromaDex in relation to this Agreement, which records shall contain sufficiently clear and detailed information to permit ChromaDex to confirm the accuracy of any reports delivered to ChromaDex and compliance in all other respects with this Agreement. The relevant party shall retain such records for at least […***…] following the end of the calendar year to which they pertain, during which time ChromaDex, or ChromaDex's appointed agents, shall have the right, at ChromaDex's expense, to inspect such records during normal business hours to verify any reports and payments made or compliance in all other respects under this Agreement. Requests for an audit shall be made in writing. The audit shall occur within […***…] after receipt of such written request. In the event that any audit performed under this Section reveals an underpayment in excess of […***…] Dollars ($[…***…]), Buyer shall bear the full reasonable cost of such audit and shall correct any errors and omissions disclosed by such audit and remit any amounts due to ChromaDex within […***…] of receiving notice thereof from ChromaDex.

6. Taxes and Import Duties. The KG Price does not include federal taxes, state or local sales taxes, use taxes, occupational taxes or import duties, all of which are the obligation of Buyer. Unless prohibited by law, Buyer is responsible for and shall pay all applicable sales, use, occupational, excise, value added or other similar taxes or import duties applicable to the manufacture, sale, price, delivery or use of the NR Product provided by Seller, or in lieu thereof, Buyer shall provide Seller with a tax-exemption certificate acceptable to and considered valid by the applicable taxing authorities.

Buyer's and Seller's Initials /s/ CK /s/ RF

7. **Delivery and Risk of Loss**. Shipping terms for the Products are FOB Seller's Facility. Seller shall bear all risk of loss or damage to NR Products until the NR Products are tendered to Buyer or its carrier for shipment at Seller's Facility. Seller shall also assume full responsibility for any loss or damage to NR Products in the care, custody, or control of Seller until such time as title to the NR Product passes. Title shall pass at the time the NR Products are tendered to Buyer or its carrier for shipment at Seller's Facility. At such time as title passes Buyer shall be fully responsible and shall hold Seller harmless for and assume all risk for any loss, destruction, or damage to the NR Product. Seller reserves the right to pack orders in the most economical manner, provided that this does not result in increased risk of loss of the NR Product. However, where Buyer requests special packaging or shipping, any additional cost will be billed to and be the responsibility of Buyer. Buyer acknowledges that, subject to Section 9 of this Agreement, Seller cannot accept returns, unless they do not meet the applicable Specifications or are otherwise defective and Seller is notified in writing within […***…] of the delivery date of such defect or failure to meet applicable Specifications.

8. **Delivery Delays**. Seller shall use commercially reasonable efforts to make the NR Products available to Buyer on or before the delivery date set forth in the relevant Purchase Order. Delivery dates and estimates are, however, subject to Force Majeure Events. Once the NR Products are available for Buyer's pick up, Buyer shall pick up and remove the NR Products promptly from Seller's Facility, however in no event shall Buyer delay or defer pick up for more than […***…].

9. **Rejection and Revocation of Acceptance**. Any rejection or revocation of acceptance of NR Product by Buyer that is based on initial inspection of the NR Product must be made within […***…] of delivery of NR Product to Buyer. All shipments of NR Product shall be tested and inspected by Buyer during such […***…] period. Rejection or revocation of acceptance of NR Product by Buyer shall be based the failure of NR Product to conform to the Specifications or any other representation, warranty or obligation set forth in this Agreement (including the exhibits hereto) in any material respect. Any attempted rejection or revocation of acceptance of such NR Product made thereafter shall be null and void except for any latent defects that Buyer did not detect after a reasonable initial inspection and acceptance. Each shipment hereunder is to be regarded as a separate and independent sale.

10. **Obligations.**

10.1 The identities of Seller's suppliers are a proprietary trade secret of Seller. All information regarding Seller's suppliers and their quality standards released to Buyer shall be kept strictly confidential in accordance with the requirements herein. Buyer acknowledges and agrees that Buyer will not contact ChromaDex's supplier(s) in connection with the manufacture, distribution, purchase, pricing, or sale of NR, NR Product, or any other NR or NR Product precursor or otherwise as indicated in further detail in the Non-Solicitation, Non-Competition, and Non-Circumvention provision herein.

10.2 Buyer shall not sell Approved Product other than in the Field in the Territory

10.3 Approved Product must contain a minimum of […***…]mg of NR Product per serving (unless Buyer and Seller agree otherwise in advance in writing) and comply with the New Dietary Ingredient (NDI) Notifications submitted by Seller to the FDA on August 20, 2015 and filed by the FDA on November 3, 2015 and submitted by Seller to the FDA on December 27, 2017 and filed by the FDA on March 7, 2018.

10.4 Buyer may not re-sell or re-ship the NR Product to a third party (other than an Affiliate or a co-manufacturer appointed by Buyer) in bulk raw material form, unless expressly authorized to do so in advance in writing by Seller.

10.5 For U.S. distribution, on or in labels, packaging, advertising, promotional materials or Internet communications for Buyer's Approved Product, Buyer will only make claims that in Buyer's commercially reasonable assessment are substantiated by competent and reliable scientific evidence, and are in compliance with all applicable laws, rules, statutes, and regulations. Buyer will not misrepresent on product labels the amount, quantity or level of the NR Product contained in the Approved Product. Buyer hereby guarantees compliance with the requirements of this Section 10, specifically including compliance with current Good

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Manufacturing Practices as set forth in 21 CFR Section 111 and other relevant rules, regulations, statutes, and laws. In the event that current labeling, packaging or formulations of the Approved Product do not comply with the requirements of this Section 10, Buyer will promptly rectify all nonconforming Approved Product in a manner reasonably acceptable to Seller and at Buyer's sole cost and expense.

10.6 Patent Marking. During the Term, Buyer will ensure proper patent marking on all Approved Product. All Approved Product shall be marked as negotiated and agreed upon by the parties in good faith.

10.7 Trademark Marking. During the Term, Buyer will ensure proper trademark marking on all Approved Product that includes a ChromaDex Trademark as set forth in this Agreement.

11. ChromaDex Trademarks. Provided that Buyer is not in material breach of this Agreement, ChromaDex hereby grants Buyer a fully paid-up, royalty-free, non-exclusive, non-sublicensable (other than to its Affiliates) right and license to use the ChromaDex Trademarks only as provided below:

11.1 Buyer agrees to use the ChromaDex Trademarks in accordance with this Section, and in accordance with ChromaDex's Brand Usage Guidelines. The parties shall negotiate and agree upon in good faith the display (prominence and location) of the ChromaDex Trademarks on Approved Product labels and marketing materials.

11.2 For the avoidance of doubt, ChromaDex rights in accordance with this Section are limited to solely the right to review if the ChromaDex Trademarks are being used by Buyer in accordance with this Agreement. ChromaDex has no right to control the content of any promotional material.

11.3 Buyer agrees to include the ChromaDex Trademark "TRU NIAGEN® on the product packaging (with the exception of small product formats like sachets). Any use of the ChromaDex Trademarks and other proprietary markings and notices of ChromaDex by Buyer shall be consistent with ChromaDex's Brand Usage Guidelines.

11.4 All use of ChromaDex Trademarks and any related goodwill will all inure to ChromaDex's benefit.

11.5 Any use of the ChromaDex Trademarks by Buyer outside the scope of ChromaDex's Brand Usage Guidelines or any use of the ChromaDex Trademarks that are not used for labeling, packaging, marketing and advertising of the Approved Products in the ordinary course (e.g. press releases) require the prior written approval of Seller.

11.6 Subject to the limitations set forth above, Buyer agrees to abide by ChromaDex's reasonable written ChromaDex Brand Usage Guidelines as issued and provided to Buyer from time to time. In any case where the ChromaDex Trademarks are not used in compliance with ChromaDex's trademark policies, Buyer will as soon as reasonably commercially practical correct the non-compliance and submit samples of compliant use to ChromaDex for prior written approval.

11.7 The Approved Products will be marketed by Buyer under a trade name or trademark to be determined by Buyer in its sole discretion, subject to the obligation that Buyer will not use confusingly similar marks or trade dress as compared to the ChromaDex Trademarks (and ChromaDex also agrees not to use confusingly similar marks or trade dress as compared to Buyer trademarks or trade dress).

11.8 ChromaDex has the right to supervise the Buyer's use of the ChromaDex Trademarks with respect to the nature and quality of the Approved Products to ensure that any such trademarks are used by Buyer pursuant to this Agreement. During the Term, without limitation, Buyer agrees to use the ChromaDex Trademarks on and only in connection with the Approved Products in strict accordance with this Agreement.

11.9 Buyer agrees to always use a ChromaDex Trademark accompanied by an appropriate noun as shown in ChromaDex's Brand Usage Guidelines. Buyer further agrees that Buyer shall not use any ChromaDex Trademarks as a noun and that Buyer shall not pluralize, make possessive, abbreviate, or join any ChromaDex Trademark to other words, symbols, or numbers, either as one word or with a hyphen.

11.10 Buyer shall always use the proper spelling and the proper trademark symbol for the ChromaDex Trademarks in accordance with ChromaDex's Brand Usage Guidelines.

11.11 Buyer shall attribute ownership of all ChromaDex Trademarks to ChromaDex by using the TM, SM, or ® symbol (as indicated in ChromaDex's Brand Usage Guidelines) and by using the trademark attribution on all marketing and collateral materials for the Approved Product as indicated in ChromaDex's Brand Usage Guidelines or as otherwise mutually agreed in writing by the Parties. For the trademark symbol, the superscript or subscript mode is preferred, but if it is not available, use parentheses: (TM), (SM) or (R).

11.12 Buyer may not incorporate Buyer's and/or any other third party mark into any ChromaDex Trademark nor may Buyer integrate any ChromaDex Trademark into any of Buyer's own trademarks, logos, or designs. Buyer shall not alter, make puns on, or modify the ChromaDex Trademarks in any way, nor may Buyer use and/or adopt any marks or logos that are confusingly similar to or that dilute any ChromaDex Trademarks.

11.13 Buyer shall not use any ChromaDex Trademark in any manner that creates confusion as to the source, sponsorship, or association of Buyer's products and/or site or facility with ChromaDex or, that in any way indicates to the public that Buyer is a division or Affiliate, or franchisee of ChromaDex or otherwise related to ChromaDex. Buyer may not use or display any ChromaDex Trademarks on Buyer's invoices, bills, shipping memos, and/or letterhead, and Buyer may not incorporate any ChromaDex Trademarks into any company name or product name.

11.14 Buyer shall not re-use, copy, modify, and/or counterfeit packaging associated with any ChromaDex product. To do so will constitute a material breach of this Agreement and ChromaDex shall have the right to terminate this Agreement. ChromaDex further reserves all rights to pursue any and all remedies available to it as a result of Buyer's selling and/or manufacturing any remarked, counterfeited, copied, re-used, modified ChromaDex Trademark, ChromaDex product, and/or ChromaDex product packaging.

11.15 Buyer shall not use any ChromaDex Trademarks on any promotional material created by Buyer in close proximity to non- Approved Products unless it is completely clear that the ChromaDex Trademark is being used and associated solely with the appropriate Approved Product. Buyer agrees to take all steps necessary to avoid creating the false impression that ChromaDex is in any way the source, sponsor, or licensor of any product that is not an Approved Product.

11.16 Buyer shall not use or display any ChromaDex Trademarks in any manner that may disparage ChromaDex, its products or services, or for promotional goods or for products which, in ChromaDex's sole discretion may diminish or otherwise damage ChromaDex's goodwill in any ChromaDex Trademarks, including but not limited to, uses which could be deemed to be obscene, pornographic, excessively violent, or otherwise in poor taste or unlawful, or which purpose is to encourage unlawful activities.

11.17 Notwithstanding any of the foregoing, Buyer is not prohibited from making textual, non-logo use in advertising, promotional materials, and invoices of ChromaDex product names to refer to ChromaDex products that Buyer is selling, so long as such product names are used properly as trademarks with the appropriate trademark symbol and attribution legend as required by ChromaDex's Brand Usage Guidelines.

11.18 All Approved Product shall conform with the requirements herein, including, but not limited to, ChromaDex's Brand Usage Guidelines. Approved Product labels must be submitted to Seller prior to launch and approved by Seller in advance in writing as to the use of ChromaDex's Trademarks. Seller will not unreasonably withhold approval. If Seller does not reject a submitted label within […***…], such label is deemed accepted. Seller shall indicate to Buyer Seller's reasons for withholding approval which must be consistent with the requirements set forth in this Agreement. Buyer at Buyer's sole cost and expense shall ensure all Approved Product labels meet all applicable laws, rules, statutes, and regulations and all of Seller's requirements for approval set forth in this Agreement.

12. **Buyer Diligence Obligations**. Buyer shall use commercially reasonable diligent efforts, or shall cause its Affiliates to use commercially reasonable diligent efforts, to develop Approved Products and to introduce Approved Products into the commercial market; thereafter, Buyer or its Affiliates shall make Approved Products reasonably available to the public.

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13. **NR Trade Secret Use**. In connection with the rights granted herein, Buyer needs access to certain clinical and non-clinical data, agreements, and know-how with respect to NR, NR Product, and uses thereof (collectively the "**NR Trade Secrets**"). Buyer acknowledges that as between Buyer and Seller, Seller owns all right, title and interest in and to the NR Trade Secrets. Neither Buyer nor any of its Affiliates will contest Seller's sole ownership and control over the NR Trade Secrets. Seller hereby agrees to make certain current and future NR Trade Secrets, in Seller's sole discretion, available to Buyer solely for Buyer's use to develop, manufacture and sell the Approved Products (the "**Disclosure Purpose**"). Except for the Disclosure Purpose, Buyer hereby agrees that Buyer shall not use or disclose the NR Trade Secrets. Buyer shall be entitled to share portions of the NR Trade Secrets with its Affiliates on a need to know basis provided that such Affiliates sign a confidentiality and non-disclosure agreement at least as restrictive as this Agreement. Upon expiration or earlier termination of this Agreement for any reason, Buyer and its Affiliates shall immediately cease use of all NR Trade Secrets and shall return all copies in any form (digital or otherwise) of the NR Trade Secrets to Seller within […***…] of Seller's request, and neither Buyer nor its Affiliates shall maintain any copies of any NR Trade Secrets.

14. **Right of First Negotiation**. In the event that ChromaDex, in its sole discretion, decides to exclusively license or sell substantially all assets related to the NR Product in the dietary supplement category (the "**Divesting Assets**"), ChromaDex shall advise Buyer and Buyer shall have a right of first negotiation for a period of […***…] to acquire the Divesting Assets under terms and conditions to be negotiated in good faith by the Parties. If after […***…] the Parties are unable to reach mutually agreeable terms and conditions, ChromaDex shall have the ability to sell or license the Divesting Assets in its sole discretion to a third party.

15. **Term and Termination**.

15.1 Term. This Agreement shall commence on the Effective Date and, unless earlier terminated in accordance herewith, shall remain in full force and effect (the "**Term**"). For purposes of clarification, the Sales Fee and exclusivity and Buyer's Co-Exclusivity (unless such exclusivity and/or Buyer's Co-Exclusivity have been previously terminated pursuant to the terms hereof) shall terminate upon the expiration of the last relevant claim of ChromaDex's applicable issued patents and applicable filed patents for the NR Product. Such applicable issued patents and applicable filed patents for the NR Product are as indicated on Exhibit F – Applicable Issued Patents and Applicable Filed Patents for the NR Product (as may be amended by ChromaDex from time to time) (Exhibit F is hereby incorporated herein in full by this reference)

15.2 Termination. This Agreement may be terminated by: (i) a Party for cause if the other Party commits a material breach of this Agreement and does not cure such breach within thirty (30) days following such Party's receipt of written notice reasonably detailing such breach from the non-breaching Party; (ii) a Party immediately upon the giving of written notice if the other Party files a petition for bankruptcy, is adjudicated bankrupt, takes advantage of the insolvency laws of any state, territory or country, or has a receiver, trustee, or other court officer appointed for its property; or, (iii) a Party if a Force Majeure Event (as described in Section 20 of this Agreement) with respect to the other Party shall have continued for ninety (90) days or is reasonably expected to continue for more than one hundred eighty (180) days.

15.3 Buyer's Further Termination Rights. Buyer shall have the right to terminate this Agreement under the following circumstance:

15.3.1 Buyer may terminate this Agreement if Buyer's Technical Feasibility in desired food forms is not achieved by December 31, 2019 by providing Seller sixty (60) days advanced written notice;

15.3.2 After the first anniversary of this Agreement until the twenty-fourth (24th) month after the Launch of the first Approved Product in each Product Category, Buyer may terminate this Agreement as to one or both Product Categories upon the payment of the Termination Fee for the terminated Product Category, which shall be paid promptly following Seller's receipt of the termination notice;

15.3.3 After the twenty-fifth (25th) month of the Launch of the first Approved Product, Buyer may terminate this Agreement with twelve (12) months advance written notice. No Termination Fee shall be due.

15.3.4 The "**Termination Fee**" shall be Five Hundred Thousand Dollars (US$500,000) for each Product Category terminated, with a cap of One Million Dollars (US$1,000,000).

15.3.5 ChromaDex will receive monthly updates on Buyer's Technical Feasibility progress and other technical data from Buyer as further detailed in the Reports and Records Section herein and will offer reasonable assistance to Buyer in solving technical development issues as they arise. Seller shall have no obligation to reimburse Buyer any amounts already due and owing and/or paid under this Agreement in the event of a termination by Buyer pursuant to Section 15.3 of this Agreement.

15.4 Effect of Termination.

15.4.1 Survival. Any payment obligation of Buyer, Buyer's obligations under Sections 13, 16.2, 17, 18, 21, and 22-37, and any other term of this Agreement that by their nature are meant to survive the termination of this Agreement, including all provisions that contemplate continuing effectiveness, including, without limitation, any term regarding warranty disclaimer, limitations of liability, indemnification, intellectual property rights, governing law/venue/prevailing party and general terms, shall so survive any termination of this Agreement.

15.4.2 Inventory. Upon the early termination of this Agreement, Buyer and its Affiliates may complete and sell any work-in-progress and inventory of Approved Products that exist as of the effective date of termination (unless termination is based on cause or a breach by Buyer of ChromaDex's intellectual property rights or Buyer's confidentiality rights herein), provided that (i) Buyer pays Seller the applicable royalty on the Net Sales or other amounts due on such sales of Approved Products in accordance with the terms and conditions of this Agreement, and (ii) Buyer and its Affiliates shall complete and sell all work-in-progress and inventory of Approved Products within [… ***…] after the effective date of termination.

15.4.3 Pre-termination Obligations. In no event shall termination of this Agreement release Buyer or its Affiliates from the obligation to pay any amounts that became due on or before the effective date of termination.

15.4.4 Buyer's Post-Termination Obligations. After the termination hereof and Buyer's exercise of the rights granted herein in the Inventory Section above, Buyer shall have no further rights to use the NR Product, sell Approved Product, or use any of the other rights granted to Buyer herein (including, but not limited to rights to the ChromaDex Trademarks and ChromaDex Trade Secrets). Buyer shall further return to ChromaDex all of ChromaDex's Confidential Information (as defined herein).

16. Representations And Warranties.

16.1 Seller's Representations and Warranties.

Seller expressly represents and warrants that:

(a) It has all necessary legal capacity, right, power, and authority to enter into, execute, deliver, and be bound by this Agreement and that the execution and delivery of this Agreement and the performance by Seller of Seller's obligations under this Agreement, do not breach, and shall not result in a breach or violation of, any agreement to which Seller is a party or by which Seller is bound.

(b) Seller is the owner of all or has the right to (i) license Buyer the rights to use the ChromaDex Trademarks and NR Trade Secrets as specifically set forth in this Agreement, and (ii) grant Buyer the rights to develop, manufacture, and sell the Approved Products using the patents listed in Exhibit F on the terms set forth in this Agreement;

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(c) All patents that are necessary for Buyer to use the NR Product to be supplied to Buyer in the development, manufacture, promotion, importation, marketing, distribution and sale of Approved Products are set forth in Exhibit F;
(d) Seller has not received any notice regarding the NR Product, including written notice, alleging any infringement by Seller of any intellectual property rights of a third party;
(e) To the best of Seller's knowledge after due diligence and reasonable investigation, neither Seller, its Affiliates or any person employed thereby directly in the performance of Seller's obligations under this Agreement has been debarred under Section 306(a) or (b) of the Federal Food, Drug and Cosmetic Act, and no debarred person will in the future by employed by Seller. If, at any time after execution of this Agreement, Seller becomes aware that Seller, any of its Affiliates or any person employed thereby is, or is in the process of being, debarred, Seller will so notify NHSc immediately.
(f) No NR Product at the time of shipment by Seller will be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended from time to time, or regulations promulgated thereunder, as such law or regulation is constituted and in effect at the time of any such shipment and no NR Product at the time of shipment will be considered to be an article that may not, under the provisions of §§ 404, 505 or 512 of the Federal Food, Drug and Cosmetic Act, be introduced into interstate commerce.
(g) All NR Product at the time furnished to Buyer and for the full period of the expected shelf life of such products will be in full compliance with the Specifications, the quality standards set forth in Exhibit G – Quality Standards (the "**Quality Standards**") (Exhibit G is hereby incorporated herein in full by this reference), applicable Law and other requirements of this Agreement as long as Buyer's errors, acts, omissions, or other conduct do not cause directly or indirectly the NR Product to become out of compliance with the Specifications, fail to meet the Quality Standards or violate applicable law and other requirements of this Agreement.
(h) Seller's manufacturing, laboratory, and packaging facilities are and will at all times remain in material compliance with Good Manufacturing Practices, including but not limited to those set forth in 21 C.F.R. § 110 et seq., to the extent applicable to the manufacture and packaging of the NR Product, and all NR Product furnished to Buyer will be manufactured in accordance with Good Manufacturing Practices.
(i) All NR Product at the time furnished to Buyer will not have been damaged during storage and handling and will otherwise be wholesome, fit for human consumption, and in first-class merchantable condition.
(j) Seller has and will maintain during the Term the necessary expertise, equipment, personnel, facilities, equipment and inventory of raw materials and finished product to supply the NR Products as agreed upon in all Purchase Orders accepted by Seller (unless Seller is unable to due to a Force Majeure Event).
(k) Except as otherwise advised by Seller in writing to Buyer on or prior to the Effective Date, there is no demand, claim, suit, action, arbitration, and/or other proceeding, whether pending or threatened (and for which any basis exists), that jeopardizes (or could jeopardize) Seller's ability to enter into this Agreement or perform any of its obligations hereunder.
(l) It will at all times during the Term comply with all applicable laws, rules, orders, guidelines and regulations, including the ones regarding the following matters: anticorruption, immigration, antidiscrimination, tax, environment, data protection, food safety and quality, and export control, import, customs and economic sanctions.
(m) Have a quality management system in accordance with Nestlé's reasonable requirements of which Seller is advised of and agrees to in advance in writing.

16.2 LIMITED WARRANTY AND DISCLAIMER OF ALL OTHER WARRANTIES.

(i) SELLER WARRANTS THAT THE NR PRODUCT SOLD HEREUNDER, AS DELIVERED TO BUYER, CONFORMS, TO ITS SPECIFICATIONS; (a) EXCEPT FOR THE SPECIFIC WARRANTIES CONTAINED IN THIS PARAGRAPH AND ELSEWHERE IN THE AGREEMENT, SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE NR PRODUCT OR OTHERWISE UNDER THIS AGREEMENT, INCLUDING BUT NOT

LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER HAS NOT MADE ANY RECOMMENDATION TO BUYER REGARDING THE USE OR SUBSEQUENT SALE OF THE NR PRODUCT. EXCEPT FOR ANY LIABILITIES RELATING TO NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, OR BREACH OF THIS AGREEMENT BY SELLER (OR ITS AFFILIATES OR CONTRACTORS) BUYER ASSUMES ALL OTHER RISKS AND LIABILITIES FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE USE OR SUBSEQUENT SALE OF THE NR PRODUCT, EITHER ALONE OR IN COMBINATION WITH OTHER INGREDIENTS; AND (b) BUYER WARRANTS TO SELLER THAT BUYER HAS SATISFIED ITSELF THAT THE NR PRODUCT AND THE PURPOSE FOR WHICH IT WILL BE USED AND/OR SOLD IS IN COMPLIANCE WITH THE APPLICABLE LAWS AND REGULATORY REQUIREMENTS OF THE RELEVANT COUNTRIES.

(ii) ALL CLAIMS MADE WITH RESPECT TO THE NR PRODUCT SHALL BE DEEMED WAIVED BY BUYER UNLESS MADE IN WRITING.

16.3 Buyer's Representations and Warranties. Buyer expressly warrants that it has all necessary legal capacity, right, power, and authority to enter into, execute, deliver, and be bound by this Agreement and that the execution and delivery of this Agreement and the performance by Buyer of Buyer's obligations under this Agreement, do not breach, and shall not result in a breach or violation of, any agreement to which Buyer is a party or by which Buyer is bound. Except as otherwise advised by Buyer in writing to ChromaDex on or prior to the Effective Date, there is no demand, claim, suit, action, arbitration, and/or other proceeding, whether pending or threatened (and for which any basis exists), that jeopardizes (or could jeopardize) Buyer's ability to enter into this Agreement or perform any of its obligations hereunder. Buyer further represents and warrants that Buyer and its Affiliates, shall assume full responsibility for all acts, errors, omissions, misrepresentations, and negligence by Buyer arising out of or relating to: (i) any and all uses of the rights granted herein, (subject to any ChromaDex liability specifically set forth in this Agreement or subject to Seller's breach of this Agreement, gross negligence or willful misconduct); and (ii) the development, manufacture, distribution, sale and advertisement of the Approved Products. Without in any way limiting the foregoing, Buyer represents and warrants that: (i) Buyer will obtain all regulatory compliance required by its actions under this Agreement; (ii) Buyer will conduct all actions under this Agreement in compliance with all applicable laws, rules, statutes, and regulations; and (iii) Buyer will ensure that none of the Approved Products violate any intellectual property or any other right of a third party.

17. LIMITATION OF LIABILITY.

EXCEPT FOR LIABILITY RESULTING FROM A PARTY'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS OR MISAPPROPRIATION OF THE OTHER PARTY'S TRADE SECRETS AS SET FORTH
IN SECTIONS 13 AND 26 OR INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY, IN
NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE OR LOST PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING UNDER
THIS AGREEMENT OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON
WHICH ANY CLAIM MAY BE BASED, INCLUDING ANY TORT OR STATUTORY CAUSES OF ACTION. EXCEPT FOR LIABILITY RESULTING FROM INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS OR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT, SHALL SELLER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF TWO (2) TIMES THE SALES FEES PAYABLE TO SELLER BY BUYER HEREUNDER IN THE TWELVE (12)
MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SELLER'S LIABILITY.
THE FOREGOING LIMITATIONS OF LIABILITY SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. BOTH PARTIES UNDERSTAND AND AGREE THAT THIS LIMITATION OF LIABILITY ALLOCATES RISK OF NONCONFORMING GOODS BETWEEN THE

PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND OTHER APPLICABLE LAW. THE PRICES SET FORTH HEREIN REFLECT THIS ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITY, INCLUDING THE EXCLUSION OF SPECIAL, INDIRECT, CONSEQUENTIAL AND INCIDENTAL DAMAGES, IN THIS AGREEMENT.

18. Intellectual Property Rights.

18.1 Rights Retained by Seller. Except as otherwise explicitly set forth in this Agreement, the sale of NR Product covered by this Agreement shall not confer upon Buyer any license or right under any patents, copyrights, trade secrets or other proprietary information owned or controlled by Seller, or the right to otherwise utilize such proprietary information unless in strict accordance with all of the terms hereof, it being specifically understood and agreed that all such rights, including, without limitation, all intellectual property rights contained therein and pertaining thereto, are reserved exclusively to Seller. Seller hereby grants Buyer a fully paid-up, royalty-free, exclusive or co-exclusive (in accordance with Sections 3.3 and 3.4 of this Agreement), non-sublicensable (other than to its Affiliates) right and license to use all current and future intellectual property rights, clinical and non-clinical data, records, formulations, data on new therapeutic uses and know-how, in respect of NR Product (the "**NR Product IP Rights**").

(i) Patent Filing and Prosecution. From time to time throughout the Term, the Parties will regularly confer and review their solely and jointly owned and licensed existing, now pending, and being developed during the Term intellectual property rights that claim NR Product, products containing NR Product, or any uses thereof and together consider strategies that would enhance the value of those rights in the context of NR Product, products containing NR Product, or uses thereof.

(ii) Seller's New Intellectual Property Rights. Any new intellectual property rights created solely by ChromaDex during the Term hereof, will as between the Parties be owned solely and exclusively by ChromaDex. Any such new intellectual property rights and any new intellectual property rights licensed to ChromaDex during the Term, to the extent that they are directed to Medical Nutrition or Functional Food and Beverages products containing NR Product or uses thereof shall not, however, be used adversely against Buyer by ChromaDex in contradiction to the terms and conditions detailed herein.

(iii) Ownership of New Jointly Created Intellectual Property Rights. Any new intellectual property rights jointly created by ChromaDex and Buyer during the Term shall be jointly and equally owned by ChromaDex and Buyer (subject to the clarification in Section 18.1 (iv) below).

(iv) Buyer's New Intellectual Property Rights. Any new intellectual property rights created during the Term solely by Buyer shall be owned solely and exclusively by Buyer, including, for purposes of clarification, any new intellectual property rights in respect of NR Product in combination with other active ingredients or uses thereof and improved NR formulations (the "**New IP**"). Buyer agrees that it will not enforce its intellectual property rights in a legal proceeding against Seller for New IP pertaining or relating to the use or inclusion of NR in Functional Food and Beverages or Medical Nutrition that is necessary by Seller in order for Seller to achieve Technical Feasibility for a commercial launch of a Functional Food and Beverage or Medical Nutrition product, subject to Seller's compliance with the exclusivity and co-exclusivity rights granted to Buyer under this Agreement.

(v) No Right By Buyer to Challenge ChromaDex's Intellectual Property Rights. Buyer hereby acknowledges and agrees that Buyer will not subvert, diminish, in any way challenge in any forum, including, but not limited to, administrative proceedings, or assert any rights in the ChromaDex Trademarks, ChromaDex Trade Secrets, NR, NR Product, products containing NR Product, or uses thereof, or any other NR intellectual property, including ChromaDex owned or licensed patents or patent applications. If Buyer violates or otherwise breaches this non-challenge clause, Seller shall have the right to terminate Buyer's rights under this Agreement,

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provided however, in no event shall such termination diminish Seller's rights under this Section 18.1.

19. Waiver and Severability. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is in writing signed by the aggrieved Party. If any term, covenant, warranty, remedy or condition of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held or deemed invalid, illegal or unenforceable, such term, covenant, warranty, remedy, or condition shall be conformed to a valid, legal, and enforceable provision that best accomplishes the original intent of the Parties, and the remainder of this Agreement or the application of such term, covenant or provision, to persons or circumstances other than those to which it is held invalid, illegal or unenforceable, shall not be affected thereby, and each remaining term, covenant or provision of this Agreement shall be deemed valid, legal and shall be enforced to the fullest extent permitted by law.

20. Force Majeure. A Party shall have no liability or obligation to the other party of any kind, including, but not limited to, any obligation to deliver NR Product or to make payment or accept delivery of NR Product, arising from any delay or failure to perform all or any part of this Agreement as a result of causes, conduct or occurrences beyond such Party's reasonable control, including, but not limited to, fire, flood, earthquake, lightning, storm, accidents, act of war, terrorism, civil disorder or disobedience, act of public enemies, , acts or failure to act of any state, federal or foreign governmental or regulatory authorities, labor disputes or strikes, (each a "Force Majeure Event"). During a Force Majeure Event Seller may allocate its available supply among its customers in a manner determined by Seller to be fair and reasonable.

21. Indemnification and Insurance.

21.1 To the fullest extent permitted by law, Buyer shall defend, indemnify and hold Seller and its affiliates, successors, heirs, and assigns and its and their respective officers, directors, employees, and agents (the "**Seller Indemnitees**"), harmless from any and all claims, damages, demands, suits, causes of action, controversy, judgements, liabilities, fines, regulatory actions, seizures of NR Product, losses, costs and expenses (including, but not limited to attorneys' fees, expert witness expenses and litigation expenses) (hereinafter "**Claim**"), arising from or in connection with any Claim asserted by a third party against Seller (i) for any damage, environmental liability, patent or intellectual property infringement caused by Buyer's use, modification or alteration of the NR Product, or any combination of the NR Product in connection with Buyer's product or any third party's product, or (ii) any injury, death, loss, property damage, delay or failure in delivery of Seller's NR Product or any other Claim for injuries or damage to the general public who consumed the Approved Product (unless due solely and exclusively to a Claim arising from the NR Product), or (iii) any alleged or actual act, error, omission, or negligence by Buyer or Buyer's Affiliates' agents, employees, or representatives in connection with the NR Product, Approved Products, or this Agreement, whether in tort, contract, breach of warranty or otherwise, relating to this Agreement, the business relationship between the Parties, Buyer's development, manufacture, distribution, promotion, and sale of the Approved Products, or Buyer's breach of this Agreement (including breach of Buyer's representations and warranties). Notwithstanding the foregoing, Buyer has no indemnity obligation to Seller to the extent that any Claims result directly from the negligence or willful misconduct of Seller or a material breach of this Agreement by Seller.

21.2 To the fullest extent permitted by law, Seller shall defend, indemnify and hold Buyer and its affiliates, successors, heirs, and assigns and its and their respective officers, directors, employees, and agents (the "**Buyer Indemnitees**") harmless from any and all Claims, arising from or in connection with any Claim asserted by a third party against Buyer for (i) any patent or other intellectual property right infringement in connection with the NR Product (provided that such alleged infringement does not arise from (A) the combination of the NR Product with other ingredients or (B) Buyer's intellectual property, including New IP), or (ii) any alleged or

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actual act, error, omission, or negligence by Seller or Seller's Affiliates' agents, employees, or representatives in connection with this Agreement whether in tort, contract, breach of warranty or otherwise, relating to this Agreement, the business relationship between the Parties, the NR Product provided hereunder, or Seller's breach of this Agreement, or (iii) any use of the ChromaDex Trademarks. Notwithstanding the foregoing, Seller has no indemnity obligation to Buyer to the extent that any Claims result directly from the negligence or willful misconduct of Buyer or if such claims stem from Buyer's acts or use which is not in accordance with the rights and requirements of Buyer herein.

21.3 Indemnification Procedures. Each Party agrees to provide the other Party with prompt written notice of any claim, suit, action, demand, or judgment for which indemnification is sought under this Agreement. The indemnifying Party agrees, at its own expense, to provide attorneys reasonably acceptable to the indemnified Party to defend against any such claim. The indemnified Party shall cooperate fully with the indemnifying Party in such defense and will permit the indemnifying Party to conduct and control such defense and the disposition of such claim, suit, or action (including all decisions relative to litigation, appeal, and settlement); provided, however, that the indemnified Party shall have the right to retain its own counsel, at the expense of such indemnifying Party, if representation of such the indemnified Party by the counsel retained by the indemnifying Party would be inappropriate because of actual or potential differences in the interests of such indemnified Party and any other party represented by such counsel. The indemnifying Party agrees to keep the indemnified Party informed of the progress in the defense and disposition of such claim and to consult with the indemnified Party with regard to any proposed settlement.

21.4 Insurance. The Parties agree, for the Term of this Agreement, to maintain a program of insurance or self-insurance at levels sufficient to satisfy its obligations as set forth in this Agreement, which shall include commercial general liability insurance with limits of at least $[…***…] per occurrence and product liability insurance with an aggregate limit of at least $[…***…], and that such insurance coverage lists the other party hereto as additional insureds. Each party shall continue to maintain such insurance or self-insurance after the expiration or termination of this Agreement during any period in which Buyer or any Affiliate continues (i) to make, use, or sell an Approved Product under the terms of this Agreement and thereafter for a period of […***…].

22. Relationship of the Parties. The relationship between Seller and Buyer shall be solely that of independent contractors and neither Party, its agents and employees, shall under no circumstances be deemed the employees, partners, joint venturers, franchisees, agents or representatives of the other Party. Neither Party shall represent itself as the agent or legal representative of the other Party for any purpose whatsoever or hold itself out contrary to the terms of this Section, and neither Party shall have the right to create or assume any obligation of any kind, express or implied, for or on behalf of the other Party in any way whatsoever.

23. Assignment and Modification. The rights and obligations of Buyer under this Agreement shall not be assignable or delegable without the prior written consent of Seller except in the event of assignment to an Affiliate of Buyer (which does not require consent of the Seller, but does require reasonable advance written notification). Any attempted assignment or delegation in violation of the foregoing shall be void. Seller may assign this Agreement, or delegate its duties hereunder, in whole or in part, without the written consent of the Buyer (but with advance written notification) (a "Transfer") to an Affiliate (other than in connection with a Change of Control). In addition, Seller may also Transfer this Agreement to an Affiliate or a third party in connection with a Change of Control (a "Transfer Event"), subject to the requirements set forth herein. If Seller is contemplating entering into a Transfer Event with a company that sells products to consumers directly competitive with the Approved Products in the then existing exclusive and co-exclusive Territories or any other then existing NHSc brands (a "Restricted Transferee"), Seller shall notify Buyer in advance in writing and Buyer shall have a […***…] right of first negotiation from the date of such notification to negotiate in good faith terms by which Seller would complete a Transfer Event with Buyer. If after

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such […***…] of good faith negotiations, no agreement is reached, Seller shall be entitled to Transfer this Agreement to a Restricted Transferee upon at least […***…] written notice thereof to Buyer; provided that in such event Buyer shall have the right in its sole discretion to terminate this Agreement without penalty or liability. All other assignments or delegations by Seller require the advance written consent of Buyer, such consent not to be unreasonably withheld, conditioned, or delayed. This Agreement shall not be modified, altered or amended in any respect except by a writing signed by the Parties. Any variation, modification or addition to the terms set forth in this Agreement shall be considered a material modification and shall not be considered part of this Agreement unless it is amended in accordance with the foregoing.

24. **Governing Law; Venue; Attorneys' Fees .** This Agreement and all claims and causes of action shall be governed by and subject to the internal laws (exclusive of the conflicts of law provisions) and decisions of the courts of the State of Delaware. The sole and exclusive venue for all claims and causes of action between the Parties shall be the state or federal court located in the State of Delaware, provided that either Party may, at any time, seek injunctive or other equitable relief from any court of competent jurisdiction. The prevailing Party in any legal action shall be entitled to recover its reasonable attorneys' fees, in addition to any other remedies available to such Party at law or in equity.

25. **Foreign Corrupt Practices Act.** Each of the Parties (including its officers, directors, employees and agents) shall not pay, offer, promise or authorize the payment, directly or indirectly, of any monies or anything of value to any official or employee of any foreign government, including, without limitation, any government-owned or controlled entity, or of a public international organization, or any political party, party official, or candidate for political office, for the purpose of improperly inducing or rewarding favorable treatment or advantage in connection with this Agreement.

26. **Confidentiality and Publicity.** This Confidentiality and Publicity provision shall supersede in its entirety the Mutual Non-Disclosure Agreement between the Parties dated April 7, 2017. The Parties will be making certain general business information and know-how that is not generally known by the public available to the other Party, or a Party may have access to Confidential Information of the other Party orally and/or in writing. "Confidential Information" shall include, without limitation, any intellectual property, trade secrets, technical information, training materials, control documents, workflows and relevant documentation, materials, data, any other secret, sensitive or confidential material related to the business generally, business technology, business strategies, accounting, financial information, contracts, agreements, files, records, documents, techniques, expertise, marketing concepts, diagrams or concepts relating to product plans or designs, products, product specifications, systems, software code, formulae, practices, processes, customers, projects or information of any type whatsoever, in whatever form or media, whether or not marked as "confidential" or "proprietary," of a Party that is disclosed to or becomes known by the other Party, including all the records of the disclosing Party created, accessed, viewed, learned or obtained by the receiving Party pursuant to this Agreement and the transactions contemplated hereby and which is not generally known to the public or throughout the trade, or which could reasonably be expected to be valuable to the disclosing Party or its Affiliates or a competitor of any of the disclosing Party or its Affiliates. Confidential Information shall also include the terms of this Agreement. For purposes of clarification only and in no way intending to limit or otherwise revise the obligations in this Section, these obligations apply to Confidential Information disclosed to the other Party pursuant to this Agreement and the transactions contemplated hereby prior to the Effective Date. The Parties agree to refrain at all times from disclosing the other Party's Confidential Information to others or from using any such Confidential Information except for the benefit of the disclosing Party. The Parties further agree to refrain from any other acts that could tend to destroy the value of the Confidential Information to the disclosing Party.

Without in any way intending to limit the forgoing the Parties shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) not disclose or permit access to Confidential Information;

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(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most/similarly sensitive information and in no event less than a reasonable degree of care;
(d) promptly notify the other Party in writing of any unauthorized use or disclosure of Confidential Information and use its best efforts and cooperate with such disclosing Party to prevent further unauthorized use or disclosure; and
(e) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this Section.

Neither NHSc nor ChromaDex will, without the prior written consent of the other Party, issue any statement or communication to the public, to the press or any third party regarding the transactions detailed herein, or otherwise disclose to any third party the existence of this Agreement or any other communication between the parties with respect to the transactions detailed herein.

This Section shall survive expiration or termination of this Agreement.

27. Dispute Resolution.

27.1 Mandatory Procedures. The Parties agree that any dispute arising out of or relating to this Agreement shall be resolved solely by means of the procedures set forth in this Section, and that such procedures constitute legally binding obligations that are an essential provision of this Agreement. If either Party fails to observe the procedures of this Section, as may be modified by their prior written agreement, the other Party may bring an action for specific performance of these procedures in any court of competent jurisdiction.

27.2 Equitable Remedies. Although the procedures specified in this Section are the sole and exclusive procedures for the resolution of disputes arising out of or relating to this Agreement, either Party may seek a preliminary injunction or other provisional equitable relief pursuant to Section 30 if, in its reasonable judgment, such action is necessary to avoid irreparable harm to itself or to preserve its rights under this Agreement.

27.3 Dispute Resolution Procedures.

27.3.1 Exclusive Procedures. Any controversy, claim, or dispute arising out of or relating to this Agreement including, without limitation, the interpretation, performance, formation, validity, breach (including, without limitation, alleged violations of state or federal statutory or common law rights or duties) or enforcement of this Agreement, and further including any such controversy, claim, or dispute against or involving any officer, director, agent, employee, affiliate, successor, predecessor or assign of a party to this Agreement (collectively, a "Dispute") shall be resolved according to the procedures set forth in this Section which shall constitute the sole and exclusive Dispute resolution mechanism to resolve all Disputes and no other procedure may be used with the sole exception that a party need not comply with the terms herein before filing a claim for equitable relief. Each Party's promise to resolve all Disputes as set forth herein is given in consideration for the other Party's like promise.

27.3.2 Confidentiality. Without limiting the confidentiality obligations referred to elsewhere in this Agreement, the details and/or existence of any Dispute, any informal meetings, and any proceedings conducted hereunder, including without limitation any discovery taken in connection therewith, shall be kept strictly confidential and shall not be disclosed or discussed with any third party (excluding a party's attorneys, accountants, and other agents and representatives, as reasonably required in connection with any Dispute resolution procedure hereunder and provided that they sign a confidentiality agreement at least as restrictive as this Section if they are not attorneys), except as otherwise required by laws or rule of any securities exchange on which such party's securities are traded. All offers, promises, conduct, and statements, whether oral or written, made in the course of the resolution of any Dispute by the parties, their agents, employees, experts, and attorneys, shall be confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding, except that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use by either Party.

27.3.3 Good Faith. With regard to any Disputes between ChromaDex and Buyer, the Parties agree to work together in good faith to resolve all disputes promptly.

27.3.4 Informal Dispute Resolution. Either Party may demand, in writing, that each Party's management representatives meet within […***…] at such place as ChromaDex may reasonably designate to resolve the Dispute. No third party shall have authority to consider or resolve any Dispute that is not first the subject of informal Dispute resolution pursuant to this Section. The Parties or their representatives with full authority to settle the Disputes at issue shall attend all meetings.

27.3.5 Mediation. If the Parties do not resolve the Dispute within […***…] of the date of the first meeting between management representatives (the "Informal Dispute Resolution Deadline"), ChromaDex and NHSc agree to mediate the Dispute within […***…] of the Informal Dispute Resolution Deadline and at such place in the State of Delaware as ChromaDex may designate with a mutually agreed upon mediator. If the Parties cannot agree upon the selection of a mediator, the mediator will be chosen from the list of certified mediators maintained by a court having jurisdiction over this Agreement within […***…] of receiving such list. The Parties agree to continue to work in good faith to resolve the Dispute prior to the date upon which the mediation is scheduled to take place. If the Parties agree on a resolution for the Dispute prior to the scheduled mediation date, the mediation shall be cancelled. The Parties agree to share the cost of any independent mediator engaged to assist the Parties in resolving their differences. The mediator shall be a person familiar with complex business transactions and litigation in the nutraceutical industry, unless the Parties agree otherwise in writing. If either Party fails to mediate the Dispute within […***…] of the Informal Dispute Resolution Deadline, such Party shall be deemed to have waived its right to demand mediation and the other Party may, in its sole discretion, proceed directly to arbitration.

27.3.6 Arbitration. In the event the Dispute is not resolved through mediation, then the Dispute shall be fully and finally adjudicated by binding arbitration to the fullest extent allowed by law, but only if the arbitration is properly commenced within the time allowed for similar legal action to be commenced in accordance with the applicable statute of limitations; otherwise, the Dispute is waived. Except as provided herein or by agreement of all parties, the arbitration shall be administered by JAMS or its successors ("JAMS") and shall be conducted according to the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is initiated or, if JAMS is no longer in existence, then the arbitration shall be administered by the American Arbitration Association or its successor (the "AAA") and conducted in accordance with the AAA Commercial Arbitration Rules in effect at that time (the "Rules"). The arbitration shall be conducted as expeditiously and economically as reasonably practicable.

27.3.7 The arbitration shall be conducted by one arbitrator (the "Arbitrator"). Unless all parties to the arbitration agree, the Arbitrator shall be a lawyer admitted to practice in at least one (1) State of the United States and need not be on the roster of JAMS or the AAA. The Arbitrator shall be selected as follows: If all parties to the Dispute do not agree upon the Arbitrator within […***…] after commencement of the arbitration, then any party may initiate the following selection process by written notice to each other party. Within […***…] after such written notice, each side to the Dispute shall simultaneously transmit to each other side a list of four (4) persons qualified to serve as the Arbitrator (the "Candidates"). No party shall nominate a Candidate whom that party knows or reasonably believes to have a conflict of interest rendering the Candidate unable to serve as the Arbitrator. If any single Candidate appears on the list of each side then that person shall be appointed as the Arbitrator. If more than one Candidate appears on the list of each side, then one of those Candidates shall be selected randomly and that person shall be appointed as the Arbitrator. If no Candidate appears on the list of each side then, within […***…] after the initial exchange of lists, each side may strike one Candidate from the list of each other side and rank all remaining Candidates in order of preference (with "1" being the most preferable Candidate), and the ranked lists shall be simultaneously exchanged. The Candidate with the lowest total number of points shall be appointed as the Arbitrator. In the event of a tie, one of the Candidates with the

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lowest total number of points shall be selected randomly and that person shall be appointed as the Arbitrator. If the person selected as the Arbitrator declines to serve or becomes unwilling or unable to serve after selection or appointment, or the administrator declines to appoint that person as the Arbitrator, then the Candidate with the next lowest total of points shall be appointed as the Arbitrator. If any party to the arbitration fails to timely participate in the foregoing selection process then the administrator shall select and appoint the Arbitrator pursuant to the Rules, except that each recalcitrant party shall be excluded from that selection process.

27.3.8 The Arbitrator shall entertain any demurrer, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with Delaware or United States federal rules of procedure, as applicable

27.3.9 The exchange of information in the arbitration shall be governed by the Rules except as follows: (a) no side shall take the deposition of more than […***…] individuals (including the use of corporate, "persons most knowledgeable," F.R.C.P. 30(b)(6), or similar deposition notices or devices) unless, upon a showing of extraordinary cause, the Arbitrator permits that side to take a limited number of additional depositions; (b) each side shall be entitled to the limited discovery of documents (including electronically stored information) which are directly relevant and material to the Dispute and are produced in response to a request that is narrowly tailored to minimize both the burden and expense of the responding person and the disclosure of confidential, sensitive or financial information; (c) no party shall propound interrogatories or requests for admission unless permitted by the Arbitrator upon a showing of extraordinary cause; and (d) upon the request of any party, the Arbitrator shall weigh the anticipated burden or expense of any requested discovery against its likely benefit, and shall impose any reasonable conditions on that discovery, including, without limitation, allocation of the expense of the discovery to the party seeking it.

27.3.10 The Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the Dispute and the factual findings and legal conclusions relevant to it (the "Award"). The Award shall be final and binding on the Parties and, if the Award is not fully satisfied within […***…] after its issuance, then judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Each Party to this Agreement irrevocably submits to the personal jurisdiction and venue of a state or federal court of competent jurisdiction in Delaware for any purpose permitted herein.

27.3.11 The administrative costs of the arbitration, including fees of the Arbitrator, initially shall be split equally between the sides; provided, however, that the Arbitrator may, in his or her discretion, allocate such costs in favor of any prevailing party.

27.3.12 If all or any portion of a Dispute is held to be non-arbitrable then that Dispute (or portion thereof) shall be adjudicated by a single referee appointed by a state or federal court of competent jurisdiction in Delaware.

27.3.13 Notwithstanding any other provision of this Agreement including, without limitation, any other provision of this Section 27, the Parties may bring suit in any court of competent jurisdiction to enjoin any actual or threatened infringement of any intellectual property rights or any actual or threatened violation of any confidentiality or non-compete, non-solicitation, non-circumvention provisions of this Agreement.

27.4 Performance to Continue. Each Party shall continue to perform its undisputed obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement; provided, however, that a Party may suspend performance of its undisputed obligations during any period in which the other Party fails or refuses to perform its undisputed obligations. Nothing in this Section is intended to relieve Buyer from its obligation to make undisputed payments pursuant to the requirements of this Agreement.

27.5 Statute of Limitations. The Parties agree that all applicable statutes of limitation and time-based defenses (such as estoppel and laches) shall be tolled while the procedures set forth in Sections are pending. The Parties shall cooperate in taking any actions necessary to

achieve this result.

28. Non-Solicitation, Non-Competition, and Non-Circumvention.

28.1 Upon a Triggering Event (defined below), during the Term and for a period of […***…] after the Triggering Event, neither Buyer nor any of Buyer's subsidiaries, Affiliates, principals, agents, representatives, or employees (the "**Buyer Parties**") shall without the prior express written consent of ChromaDex directly or indirectly develop, manufacture, market, promote, sell or distribute Functional Food and Beverages or Medical Nutrition product using any NR, or NR Product. For purposes of this Agreement, a "**Triggering Event**" shall have occurred if (a) Seller terminates this Agreement for any reason permitted under this Agreement; (b) Buyer terminates this Agreement pursuant to Section 15.3.1 or 15.3.2; or (c) Seller terminates any of Buyer's rights pursuant to the NA FF&B Termination, NA MN Termination, Annual Minimum Royalty Termination, or a Sub-Territory Termination, provided however in such event, Buyer's obligations contained in this paragraph shall only apply to the terminated Sub-Territory or Approved Product Category.

28.2 During the Term and for a period of […***…] after the termination of this Agreement, neither Buyer nor any of the Buyer Parties shall, without the prior express written consent of the ChromaDex, directly or indirectly:

(a) Solicit or induce or attempt to solicit or induce any vendor, employee, sales representative, agent, or consultant of ChromaDex to terminate or adversely alter their relationship, engagement, employment, representation, or other association with ChromaDex; or

(b) Contract with, or otherwise become involved in any transaction with ChromaDex's manufacturers, without ChromaDex's explicit advance written permission (unless Buyer has a pre-existing relationship with such manufacturer prior to the Effective Date or wishes to enter into a relationship with such manufacturer for other products unrelated to the Approved Products, in which case the restrictions set forth herein shall not be applicable).

These obligations in this Section are in no way intended to revise or otherwise limit the other restrictions and obligations of Buyer herein, including, but not limited to, those regarding termination.

28.3 During the Term and for a period of […***…] after the termination of this Agreement, ChromaDex shall not, without the prior express written consent of the Buyer, directly or indirectly solicit or induce or attempt to solicit (other than general solicitations for hire) or induce any vendor, employee, sales representative, agent, or consultant of Buyer to terminate or adversely alter their relationship, engagement, employment, representation, or other association with Buyer.

29. Notices. Any demand upon or notice to a Party hereunder shall be effective when delivered by hand or when properly deposited in the mails postage prepaid, or sent by electronic facsimile or electronic mail transmission with receipt acknowledged, or delivered to an overnight courier, in each case addressed to the Party at the address shown below or such other address as the Parties may advise in advance in writing.

If to Seller:

ChromaDex, Inc.
10005 Muirlands Blvd., Suite G
Irvine, CA 92618
Attention: Legal Department
Fax: 949-419-0294

With a Copy to:
ChromaDex Corporation
10900 Wilshire Blvd.,
Suite 650
Los Angeles, CA 90024
Fax: 949-600-8923

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Attn: General Counsel

With Another Copy to:
Nolan Heimann
16133 Ventura Blvd.,
Suite 820
Encino, California 91436
Fax: 818-574-5689
Attn: ChromaDex

If to Buyer:
Avenue Nestle 55
1800 Vevey
Switzerland
Email: […***…]
Attn: General Counsel, Nestlé Health Science

30. **Injunctive Relief**. In addition to all other remedies that ChromaDex may have hereunder, including, without limitation, a claim of money damages, Buyer acknowledges that (a) its failure (except as otherwise provided herein) to cease the manufacture, sale, distribution, advertising, or promotion of the Approved Products covered by this Agreement or any class or category thereof at the termination or expiration of this Agreement; (b) its threatened or actual unauthorized use of the rights granted hereunder, whether in whole or in part; (c) its threatened or actual breach of the confidentiality provisions in the ChromaDex and NHSc NDA referred to herein; or (d) its threatened or actual breach of any other material term of this Agreement may result in immediate and irreparable damage to ChromaDex and to the rights of any subsequent licensee. Buyer acknowledges and admits that there is no adequate remedy at law for such failures listed in this Section and that in the event of such threatened or actual failure, ChromaDex shall be entitled to equitable relief by way of temporary and permanent injunctions and such other and further relief as any court of competent jurisdiction may deem just and proper.

In addition to all other remedies that Buyer may have hereunder, including, without limitation, a claim of money damages, Seller acknowledges that; (a) its threatened or actual breach of the confidentiality provisions contained in Section 26 herein; or (b) its violation of Buyer's exclusivity or Buyer's Co-Exclusivity (as set forth in Sections 3.3 and 3.4, respectively) still in effect, may result in immediate and irreparable damage to Buyer. Seller acknowledges and admits that there is no adequate remedy at law for the violations set forth in the preceding sentence and that in the event of such violation, Buyer shall be entitled to seek equitable relief by way of temporary and permanent injunctions and such other and further relief as any court of competent jurisdiction may deem just and proper.

31. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

32. **Section and Other Headings; Number; Construction of Language**. The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Words used in this Agreement in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The language in all parts of this Agreement is intended by the parties to be interpreted simply, according to its fair meaning, and not strictly for or against ChromaDex or Buyer regardless of which party drafted this Agreement. The parties hereby agree and acknowledge that this Agreement is a document negotiated by the parties, which are sophisticated entities and fully understand the meaning of the terms and conditions of this Agreement.

33. **Attorney Representation**. In the negotiation, preparation and execution of this Agreement, each Party has been represented by, or has been afforded the opportunity to consult with an attorney of

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such Party's own choosing prior to the execution of this Agreement and has been advised that it is in such Party's best interest to do so. The Parties have read this Agreement in its entirety and fully understand its terms and provisions. The Parties have executed this Agreement freely, voluntarily and without any coercion whatsoever, they accept all terms, conditions and provisions hereof. The Parties further agree that any rule or construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments.

34. **Entire Agreement**. This Agreement and any documents referred to herein and any exhibits attached hereto contain and constitute the complete agreement between the Parties with respect to the subject matter hereof. All previous or contemporaneous agreements, representations, warranties, promises and conditions relating to the subject matter of this Agreement are superseded by this Agreement.

35. **Expenses**. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each Party shall pay its own costs and expenses incurred in connection with the negotiation, execution and closing of this Agreement and the transactions contemplated herein.

36. **Survival**. All obligations that by their nature should survive the termination of this Agreement shall so survive.

37. **Counterparts**. This Agreement may be executed in counterparts, each of shall constitute an original, whether actual original or a copy, and all of which shall constitute one and the same instrument.

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SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have caused this Supply Agreement to be executed by their duly authorized representatives.

Buyer **NESTEC Ltd.**	Seller **ChromaDex, Inc.**
Signature: /s/ Claudio Kuoni	Signature: /s/ Robert Fried
Name: Claudio Kuoni	Name: Robert Fried
Title General Counsel	Title: President & CEO
Date: 19 December 2018	Date: December 19, 2018

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Exhibit A – ChromaDex Brand Usage Guidelines

[…***…]

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[…***…]

Buyer's and Seller's Initials /s/ CK /s/ RF

[…***…]

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[…***…]

Buyer's and Seller's Initials /s/ CK /s/ RF

[…***…]

Buyer's and Seller's Initials /s/ CK /s/ RF

Exhibit B - NHSc Brands

[…***…]

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Exhibit C – NR Product Specification

[…***…]

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[…***…]

Buyer's and Seller's Initials /s/ CK /s/ RF

Exhibit D – Prior Existing Obligations

[…***…]

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***Confidential Treatment Requested**

Exhibit E – Intentionally Left Blank

Exhibit F – Applicable Issued Patents and Applicable Filed Patents for the NR Product

[…***…]

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Exhibit G - Quality Standards

[…***…]

Buyer's and Seller's Initials /s/ CK /s/ RF

[…***…]

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Buyer's and Seller's Initials /s/ CK /s/ RF

Exhibit 21.1

ChromaDex Corporation Corporate Organization Chart at December 31, 2018

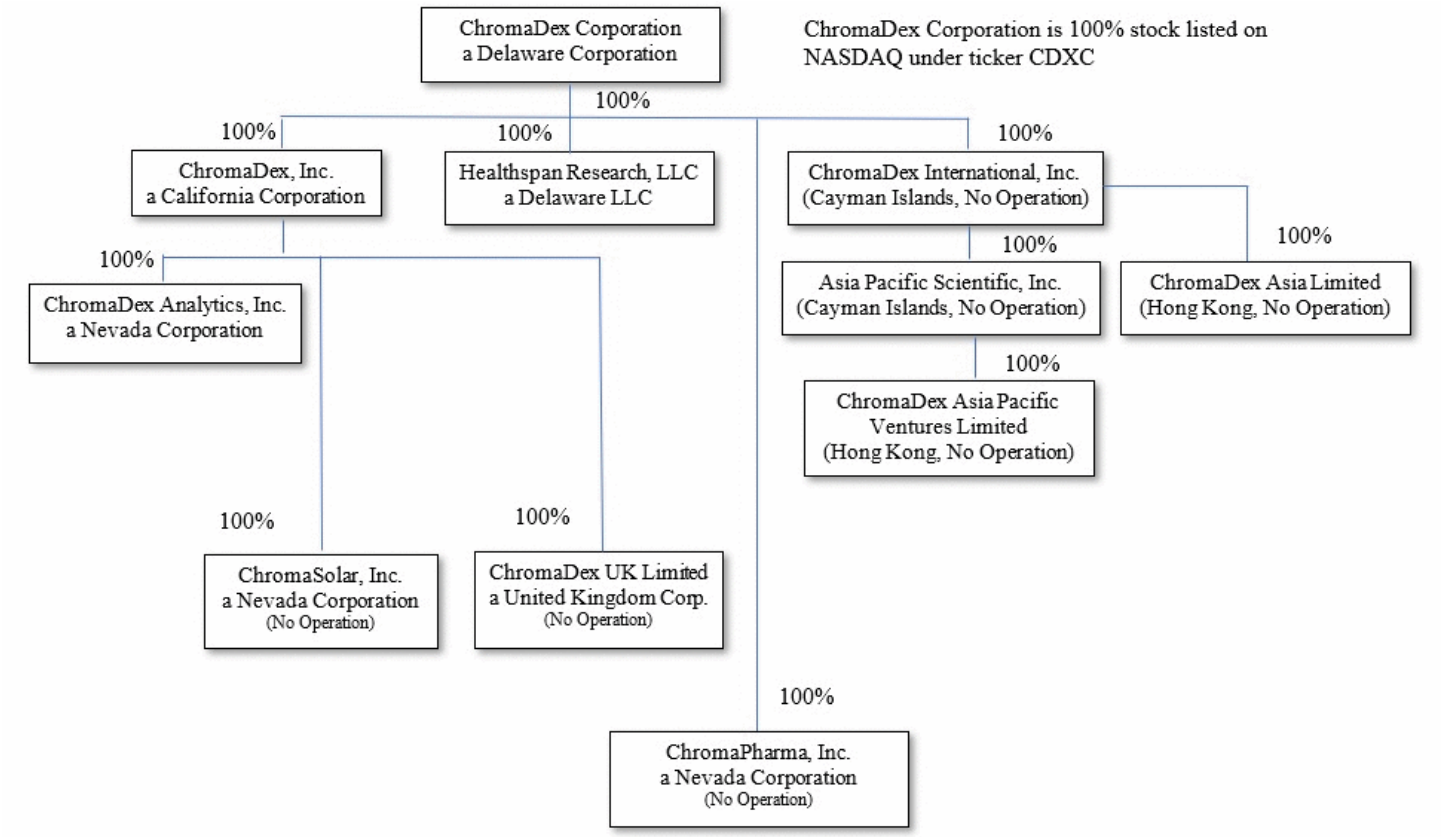

Exhibit 23.1

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in the Registration Statement of ChromaDex Corporation and Subsidiaries on Form S-3 and as amended [File No. 333-222064, File No. 333-221245, File No. 333-218634 and File No. 333-176636] and on Form S-8 [File No. 333-226972, File No. 333-223889, File No. 333-221247, File No. 333-221246, File No. 333-196434, File No. 333-168029, File No. 333-154403 and File No. 333-154402] of our report dated March 7, 2019, with respect to our audits of the consolidated financial statements of ChromaDex Corporation and Subsidiaries as of December 31, 2018 and December 30, 2017 and for the years ended December 31, 2018 and December 30, 2017 and our report dated March 7, 2019 with respect to our audit of the effectiveness of internal control over financial reporting of ChromaDex Corporation and Subsidiaries as of December 31, 2018, which reports are included in this Annual Report on Form 10-K of ChromaDex Corporation and Subsidiaries for the year ended December 31, 2018.

/s/ Marcum llp

Marcum llp
New York, NY
March 7, 2019

Exhibit 31.1

Certification of the Principal Executive Officer
Pursuant to
§240.13a−14 or §240.15d−14 of the Securities Exchange Act of 1934, as amended

I, Robert Fried, certify that:

1. I have reviewed this annual report on Form 10−K of ChromaDex Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a−15(e) and 15d−15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 7, 2019

/s/ ROBERT FRIED
Robert Fried
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

Certification of the Principal Financial Officer
Pursuant to
§240.13a−14 or §240.15d−14 of the Securities Exchange Act of 1934, as amended

I, Kevin Farr, certify that:

1. I have reviewed this annual report on Form 10−K of ChromaDex Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a−15(e) and 15d−15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 7, 2019

/s/ KEVIN FARR
Kevin Farr
Chief Financial Officer
(Principal Accounting Officer)

Exhibit 32.1

Certification Pursuant to 18 U.S.C. Section 1350
(as adopted pursuant to Section 906 of the Sarbanes–Oxley Act of 2002)

In connection with this annual report of ChromaDex Corporation (the "Company") on Form 10–K for the year ending December 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, Robert Fried, Chief Executive Officer of the Company, and Kevin Farr, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes–Oxley Act of 2002, that, to our knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: March 7, 2019

/s/ ROBERT FRIED
Robert Fried
Chief Executive Officer

/s/ KEVIN FARR
Kevin Farr
Chief Financial Officer

This certification accompanies the Form 10-K to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of ChromaDex Corporation under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-K), irrespective of any general incorporation language contained in such filing.