

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 10-K**

ANNUAL REPORT  
pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934  
FOR THE FISCAL YEAR ENDED JUNE 30, 2014  
000-15701  
(Commission file number)

**NATURAL ALTERNATIVES INTERNATIONAL, INC.**

(Exact name of registrant as specified in its charter)

Delaware  
(State of incorporation)

84-1007839

(IRS Employer Identification No.)

1185 Linda Vista Drive  
San Marcos, California 92078  
(Address of principal executive offices)

(760) 744-7340  
(Registrant's telephone number)

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

<u>Title of each class</u>	<u>Name of exchange on which registered</u>
Common Stock, \$0.01 par value per share	Nasdaq Global Market

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

None

Indicate by check mark if Natural Alternatives International, Inc. (NAI) is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act of 1933.  Yes  No

Indicate by check mark if NAI is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934.  Yes  No

Indicate by check mark whether NAI (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 NAI was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.  Yes  No

Indicate by check mark whether NAI has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that NAI was required to submit and post such files).  Yes  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 NAI'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 NAI is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>

Indicate by check mark whether NAI is a shell company (as defined in Rule 12b-2 of the Exchange Act):  Yes  No

The aggregate market value of NAI's common stock held by non-affiliates of NAI as of the last business day of NAI's most recently completed second fiscal quarter (December 31, 2013) was approximately \$30,738,044 (based on the closing sale price of \$5.58 reported by Nasdaq on December 31, 2013). For this purpose, all of NAI's officers and directors and their affiliates were assumed to be affiliates of NAI.

As of September 25, 2014, 6,997,754 shares of NAI's common stock were outstanding, net of 515,923 treasury shares.

**DOCUMENTS INCORPORATED BY  
REFERENCE**

Part III (Items 10, 11, 12, 13 and 14) of this Form 10-K incorporates by reference portions of NAI's definitive proxy statement for its Annual Meeting of Stockholders to be held December 10, 2014, to be filed on or before October 28, 2014.

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## SPECIAL NOTE ABOUT FORWARD-LOOKING STATEMENTS

Certain statements in this report, including information incorporated by reference, are “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, Section 21E of the Securities Exchange Act of 1934, and the Private Securities Litigation Reform Act of 1995. Forward-looking statements reflect current views about future events and financial performance based on certain assumptions. They include opinions, forecasts, intentions, plans, goals, projections, guidance, expectations, beliefs, or other statements that are not statements of historical fact. Words such as “may,” “will,” “should,” “could,” “would,” “expects,” “plans,” “believes,” “anticipates,” “intends,” “estimates,” “approximates,” “predicts,” “forecasts,” or “projects,” or the negative or other variation of such words, and similar expressions may identify a statement as a forward-looking statement. Any statements that refer to projections of our future financial performance, our anticipated growth and trends in our business, our goals, strategies, focus and plans, and other characterizations of future events or circumstances, including statements expressing general optimism about future operating results, are forward-looking statements. Forward-looking statements in this report may include statements about:

- future financial and operating results, including projections of net sales, revenue, income or loss, net income or loss per share, profit margins, expenditures, liquidity, and other financial items;
- our ability to maintain or increase our royalty and licensing revenues;
- our ability to develop relationships with new customers and maintain or improve existing customer relationships;
- our ability to protect our intellectual property;
- the outcome of currently pending litigation, regulatory and tax matters, the costs associated with such matters and the effect of such matters on our business and results of operations;
- the costs associated with defending and resolving potential new claims, even if such claims are without merit;
- currency exchange rates, their effect on our results of operations, including amounts that may be reclassified as earnings, the availability of foreign exchange facilities, our ability to effectively hedge against foreign exchange risks and the extent to which we may seek to hedge against such risks;
- future levels of our revenue concentration risk;
- sources and availability of raw materials, including the limited number of suppliers of beta-alanine;
- inventories, including the adequacy of inventory levels to meet future customer demand and the adequacy and intended use of our facilities;
- development of new products and marketing strategies;
- manufacturing and distribution channels, product sales and performance, and timing of product shipments;
- current or future customer orders, product returns, and potential product recalls;
- the impact on our business and results of operations and variations in quarterly net sales from seasonal and other factors;
- management’s goals and plans for future operations;
- our ability to improve operational efficiencies, manage costs and business risks and improve or maintain profitability;
- growth, expansion, diversification, and consolidation strategies, the success of such strategies, and the benefits we believe can be derived from such strategies;
- our ability to operate within the standards set by the U.S. Food and Drug Administration’s (FDA) Good Manufacturing Practices (GMP);
- our ability to successfully expand our operations, including outside the United States (U.S.);
- our ability to increase our marketing and advertising efforts for our Pathway to Healing® product line, the timing of such efforts and their effect on future sales;
- the adequacy of our reserves and allowances;
- the sufficiency of our available cash, cash equivalents, and potential cash flows from operations to fund our current working capital needs and capital expenditures through the next 12 months;
- overall industry and market performance;
- competition and competitive advantages;
- current and future economic and political conditions;
- the impact of accounting pronouncements and our adoption of certain accounting guidance; and

- other assumptions described in this report underlying or relating to any forward-looking statements.

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The forward-looking statements in this report speak only as of the date of this report and caution should be taken not to place undue reliance on any such forward-looking statements. Forward-looking statements are subject to certain events, risks, and uncertainties that may be outside of our control. When considering forward-looking statements, you should carefully review the risks, uncertainties and other cautionary statements in this report as they identify certain important factors that could cause actual results to differ materially from those expressed in or implied by the forward-looking statements. These factors include, among others, the risks described under Item 1A of Part I and elsewhere in this report, as well as in other reports and documents we file with the United States Securities and Exchange Commission (SEC).

**PART I**

**ITEM BUSINESS**

**1.**

**General**

Our vision is to enrich the world through the best of nutrition.

We are a leading formulator, manufacturer and marketer of nutritional supplements. Our comprehensive strategic partnerships with our customers offer a wide range of innovative nutritional products and services to our clients including the following: scientific research, clinical studies, proprietary ingredients, customer-specific nutritional product formulation, product testing and evaluation, marketing management and support, packaging and delivery system design, regulatory review, and international product registration assistance.

As our primary business activity, we provide private-label contract manufacturing services to companies that market and distribute vitamins, minerals, herbal and other nutritional supplements, as well as other health care products, to consumers both within and outside the U.S. We also seek to commercialize our patent and trademark estate related to the ingredient known as beta-alanine through various licensing and similar arrangements.

**History**

Originally founded in 1980, Natural Alternatives International, Inc. reorganized as a Delaware corporation in 1989. Our principal executive offices are located at 1185 Linda Vista Drive, San Marcos, California, 92078.

In January 1999, we formed Natural Alternatives International Europe S.A. (NAIE) as our wholly owned subsidiary, based in Manno, Switzerland. In September 1999, NAIE opened its manufacturing facility and now possesses manufacturing capability in encapsulation, powders, and tablets, finished goods packaging, quality control, laboratory testing, warehousing, distribution and administration.

Additionally, we have historically developed, manufactured and marketed our own branded products under the Pathway to Healing<sup>®</sup> product line, which was aimed at restoring, maintaining and improving the health of the users. However, due to the steady decline in sales of this product line over the prior several years, we decided to discontinue the product line. Pursuant to the license agreements between NAI and each of Dr. Reginald Cherry and the Cherry Ministries Inc. dated as of September 1, 2014 as amended (the License Agreements). Dr. Cherry and Cherry Ministries licensed to NAI the name, likeness, style, persona and other attributes of Dr. Cherry in connection with the sale of nutritional products that were marketed by NAI under its Pathway to Healing brand. Pursuant to the License Agreements, NAI was permitted to terminate the License Agreements by written notice at any time. We have notified Dr. Cherry and Cherry Ministries of our decision to discontinue the product line, and the termination of the related license agreement was effective as of September 15, 2014. We anticipate that all termination activities related to the Pathway to Healing<sup>®</sup> product line will be complete by the end of our second quarter of fiscal 2015. We did not change the financial presentation in this report to reflect the branded products segment as “Discontinued Operations” as the wind down of this product line did not meet the criteria for discontinued operations presentation as prescribed by the Accounting Standards Codification section 205-20 Presentation of Financial Statement – Discontinued Operations (ASC 205-20).

Unless the context requires otherwise, all references in this report to the “Company,” “NAI,” “we,” “our,” and “us” refer to Natural Alternatives International, Inc. and, as applicable, and NAIE.

**Overview of our Facilities and Operations**

Our U.S.-based operations are located in San Marcos and Vista, California and include manufacturing and distribution, sales and marketing, in-house formulation, laboratory and other research and development services. Our manufacturing facilities were recertified on December 20, 2012 by the Therapeutic Goods Administration (TGA) of Australia after its audit of our GMP. TGA evaluates new therapeutic products, prepares standards, develops testing methods and conducts testing programs to ensure that products are high in quality, safe and effective. TGA also conducts a range of assessment and monitoring activities including audits of the manufacturing practices of companies who export and sell products to Australia. TGA certification enables us to manufacture products for export into countries that have signed the Pharmaceutical Inspection Convention, which include most European countries as well as several Pacific Rim countries. TGA certifications are generally reviewed every eighteen to thirty six months.

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Our California facilities also have been awarded GMP registration annually since October 2002 by NSF International (NSF) through the NSF Dietary Supplements Certification Program and received “GMP for Sport” NSF Certified registration on February 16, 2009. GMP requirements are regulatory standards and guidelines establishing necessary processes, procedures and documentation for manufacturers in an effort to assure the products produced by that manufacturer have the identity, strength, composition, quality and purity they are represented to possess. The NSF Certified for Sport program focuses on minimizing the risk that a dietary supplement or sports nutrition product contains banned substances and was developed due to growing demand from athletes and coaches concerned about banned substances in sports supplements. The program focuses primarily on manufacturing and sourcing processes, embedding preventative measures throughout. NAI’s participation in the program allows us to produce products bearing the NSF Sport logo.

Additionally, our U.S. operations have been certified by Health Canada as compliant with GMP requirements as outlined in Part 3 of the Canadian Natural Health Products Regulations. Health Canada is the federal department of the Canadian government with responsibility for national public health. Health Canada has initiated work to modernize its regulatory system for food and health products. Health Canada plays an active role in ensuring access to safe and effective drugs and health products while giving highest priority to public safety and striving to provide information needed to make healthy choices and informed decisions regarding one’s health. NAI was issued its initial certification in December 2011 and received its annual re-certification from Health Canada’s Natural Health Products Directorate in October 2013. Not only does this approval demonstrate yet another level of regulatory compliance for NAI, it may also ease the approval process for our customers who import products into Canada.

NAIE also operates a manufacturing, warehousing, packaging and distribution facility in Manno, Switzerland. In January 2004, NAIE obtained a pharmaceutical license to process pharmaceuticals for packaging, import, export and sale within Switzerland and other countries from the Swissmedic Authority of Bern, Switzerland. In March 2007, following the expansion of NAIE’s manufacturing facilities to include powder filling capabilities, NAIE obtained an additional pharmaceutical license from the Swissmedic Authority certifying that NAIE’s expanded facilities conform to GMP. In January 2013, following the additional upgrade of NAIE’s manufacturing facilities to include the manufacture of pharmaceuticals, NAIE obtained an additional pharmaceutical approval from the Swissmedic Authority certifying that NAIE’s upgraded facilities conform to GMP. We believe these licenses and NAIE’s manufacturing capabilities help strengthen our relationships with existing customers and can improve our ability to develop relationships with new customers. The Swissmedic licenses are valid until February 2019.

In addition to our operations in the U.S. and Switzerland, we have a part-time representative in Japan who provides a range of services to our customers currently present in or seeking to expand into the Japanese market and other markets in the Pacific Rim. These services include regulatory and marketing assistance along with guidance and support in adapting products to these markets.

### **Business Strategy**

Our goals are to achieve long-term growth and profitability and to diversify our sales base. To accomplish these goals, we have sought and intend to continue to seek to do the following:

- leverage our state-of-the-art, certified facilities to increase the value of the goods and services we provide to our highly valued private-label contract manufacturing customers and assist in developing relationships with additional quality oriented customers;
- provide strategic partnering services to our private-label contract manufacturing customers, as described below under “Products, Principal Markets and Methods of Distribution”;
- commercialize our beta-alanine patent estate through contract manufacturing, royalty and license agreements and protect our proprietary rights; and
- improve operational efficiencies and manage costs and business risks to improve profitability.

Overall, we believe there is an opportunity to enhance consumer confidence in the quality of our nutritional supplements and their adherence to label claims through the education provided by direct sales and direct-to-consumer marketing programs. We believe our GMP and TGA certified manufacturing operations, science based product formulations, peer-reviewed clinical studies and regulatory expertise provide us with a sustainable competitive advantage by providing our customers with a high degree of confidence in the products we manufacture.

While today’s consumer may have access to a variety of information, we believe many consumers remain uneducated about nutrition and nutritional supplementation, uncertain about the relevance or reliability of the information available to them, or confused about conflicting claims or information. We believe this state of the market creates a significant opportunity for the direct sales marketing channel. The direct sales marketing channel has proved, and we believe will continue to prove, to be a highly effective method for marketing high-quality nutritional supplements as associates or other individuals educate consumers on the benefits of science based nutritional supplements. Our largest customers operate in the direct sales marketing channel. Thus, the majority of our business has relied primarily on the effectiveness of our customers in this marketing channel.

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As part of our business strategy, we have sought to commercialize our patent estate through contract manufacturing, royalty and license agreements. Since March 2009, we have had an agreement with Compound Solutions, Inc. (CSI) to grant a license of certain of our patent rights to customers of CSI who purchase beta-alanine under the CamoSyn® trade name from CSI. The current license additionally grants to CSI a license to CSI of certain of our patent rights and allows CSI's customers to manufacture, offer for sale and/or sell products incorporating, using or made in accordance with our patent rights. We receive a fee from CSI that varies based on the quantity and source of beta-alanine sold by CSI. Our current agreement with CSI expires on March 31, 2015.

During fiscal 2011, we expanded our beta-alanine licensing programs through the execution of a supply agreement with Nestle Nutrition (Nestle) and a license and supply agreement with Abbott Laboratories (Abbott). The Nestle agreement expired on August 16, 2012 and was not renewed. Under the Abbott agreement, we agreed to grant an exclusive license to Abbott for the use of beta-alanine in certain medical foods and medical nutritionals. Effective November 27, 2013, citing further time and cost required to bring its anticipated product to market, Abbott exercised its right to terminate the Agreement.

Additionally, we have historically developed, manufactured and marketed our own branded products under the Pathway to Healing® product line, which was aimed at restoring, maintaining and improving the health of the users. However, due to the steady decline in sales of this product line over the prior several years, we decided to discontinue the product line. Pursuant to the License Agreements, Dr. Chery and Cherry Ministries licensed to NAI the name, likeness, style, persona and other attributes of Dr. Chery in connection with the sale of nutritional products that were marketed by NAI under its Pathway to Healing brand. Pursuant to the License Agreements, NAI was permitted to terminate the License Agreements by written notice at any time. We have notified Dr. Chery and Cherry Ministries of our decision to discontinue the product line and the termination of the related license agreement was effective as of September 15, 2014. We anticipate that all termination activities related to the Pathway to Healing® product line will be complete by the end of our second quarter of fiscal 2015. We did not change the financial presentation in this report to reflect the branded products segment as "Discontinued Operations" as the wind down of this product line did not meet the criteria for discontinued operations presentation as prescribed by ASC 205-20.

We believe our comprehensive approach to customer service is unique within our industry. We believe this comprehensive approach, together with our commitment to high quality, product development and manufacturing capabilities, will provide the means to implement our strategies and achieve our goals. There can be no assurance, however, that we will successfully implement any of our business strategies or that we will increase or diversify our sales, successfully commercialize our patent estate, or improve our overall financial results.

### **Products, Principal Markets and Methods of Distribution**

Our primary business activity is to provide private-label contract manufacturing services to companies that market and distribute vitamins, minerals, herbs, and other nutritional supplements, as well as other health care products, to consumers both within and outside the U.S. Our private-label contract manufacturing customers include companies that market nutritional supplements through direct sales marketing channels, direct response television and retail stores. We manufacture products in a variety of forms, including capsules, tablets, chewable wafers and powders to accommodate a variety of consumer preferences.

We provide strategic partnering services to our private-label contract manufacturing customers, including the following:

- customized product formulation;
- clinical studies;
- manufacturing;
- marketing support;
- international regulatory and label law compliance;
- international product registration; and
- packaging in multiple formats and labeling design.

We also seek to commercialize our patent and trademark estate related to the ingredient known as beta-alanine through various license and similar arrangements.



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For the last two fiscal years ended June 30, our net sales were derived from the following (in thousands):

	2014		2013	
	\$	%	\$	%
Private-label Contract Manufacturing	\$ 67,339	91	\$ 56,672	90
Patent and Trademark Licensing	5,444	7	4,799	8
Branded Products	1,159	2	1,326	2
Total Net Sales	\$ 73,942	100	\$ 62,797	100

### Research and Development

We are committed to quality research and development. We focus on the development of new science based products and the improvement of existing products. We periodically test and validate our products to help ensure their stability, potency, efficacy and safety. We maintain quality control procedures to verify that our products comply with applicable specifications and standards established by the FDA and other regulatory agencies. We also direct and participate in clinical research studies, often in collaboration with scientists and research institutions, to validate the benefits of a product and provide scientific support for product claims and marketing initiatives. We believe our commitment to research and development, as well as our facilities and strategic alliances with our suppliers and customers, allow us to effectively identify, develop and market high-quality and innovative products.

As part of the services we provide to our private-label contract manufacturing customers, we may perform, but are not required to perform, certain research and development activities related to the development or improvement of their products. While our customers often do not pay directly for this service, the cost of this service is included as a component of the price we charge to manufacture and deliver their products. Research and development costs, which include costs associated with international regulatory compliance services we provide to our customers, are expensed as incurred.

Our research and development expenses for the last two fiscal years ended June 30 were \$948,000 for 2014 and \$1.2 million for 2013. The decrease in research and development expenses was primarily related to lower personnel costs as a result of changes made to the related departmental management structure.

### Sources and Availability of Raw Materials

We use raw materials in our operations including powders, excipients, empty capsules, and components for packaging and distributing our finished products. In addition, the commercialization of our beta-alanine patent estate depends on the availability of the raw material beta-alanine. We conduct identity testing for all raw materials we purchase and, on a predetermined testing protocol basis, we evaluate raw materials to ensure their quality, purity and potency before we use them in our products. We typically buy raw materials in bulk from qualified vendors located both within and outside the U.S. During fiscal 2014, we did not have any suppliers that represented more than 10% of our total raw material purchases.

Our contract manufacturing business did not experience any significant shortages or difficulties obtaining adequate supplies of raw materials during fiscal 2014. However, there continues to be significant pricing pressure associated with various vitamins, minerals and herbs in the raw material marketplace. In early March 2011, the factory that produces the major supply of beta-alanine sold under our CamoSyn® trade name was damaged as a result of the massive earthquake off the coast of Sendai, Japan resulting in a significant beta-alanine supply interruption. While this Japanese factory resumed operations in June 2011 and was able to produce beta-alanine at historical levels during fiscal 2012, there is no assurance this or any other facility will not incur future production interruptions as a result of additional earthquake-related activity or other causes. Throughout fiscal 2015, we expect to continue to experience difficulties in sourcing various raw materials as a result of worldwide shortages, and other supply constraints. We also believe raw material and product cost pricing pressures will continue throughout fiscal 2015 as a result of limited supplies of various ingredients and the effects of higher labor and transportation costs.

### Major Customers

NSA International, Inc. (NSA) has been our largest customer over the past several years. During the fiscal year ended June 30, 2014, NSA accounted for approximately 38% of our private-label contract manufacturing net sales. We historically have had manufacturing agreements with NSA dating back to April 1, 2005. Under the terms of our agreements with NSA, we develop, manufacture, produce and package certain nutritional products for NSA based on monthly purchase orders submitted to us by NSA and provide certain consulting services, at such prices as are agreed upon from time to time. The agreements prohibit us from manufacturing or distributing any products that are substantially similar to the products we manufacture for NSA during the term of the agreements and for a period of three years thereafter. Our most recent agreements with NSA expired on April 1, 2014. We are currently negotiating the terms of renewal and expansion of those agreements with NSA. We continue to develop, manufacture, produce and package certain nutritional products for NSA based on monthly purchase orders submitted to us by NSA.

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Our second largest customer is Mannatech, which accounted for approximately 17% of our private-label contract manufacturing net sales during fiscal 2014. Under the terms of our manufacturing agreement with Mannatech, we manufacture, produce and bulk package certain nutritional products for Mannatech based on purchase orders submitted to us by Mannatech, at such prices as are agreed upon from time to time. The agreement automatically extends for successive one year periods unless terminated by either party in the event of a breach of the agreement by the other party or on at least 60 days written notice prior to the expiration of the then current term. We also have a Manufacturing Sales Agreement with Mannatech and its affiliates, under which we have the exclusive right to develop and manufacture certain products for Mannatech to be sold in Germany and Denmark. This agreement automatically extends for successive one year periods unless terminated by either party for cause or in the event of a breach of the agreement by the other party or upon written notice prior to the expiration of the then current term.

Our third largest customer is Shaklee Corporation (Shaklee), which accounted for approximately 16% of our private-label contract manufacturing net sales during fiscal 2014. We manufacture, produce and bulk package certain nutritional products for Shaklee based on purchase orders submitted to us by Shaklee, at such prices as are agreed upon from time to time.

NSA, Mannatech, and Shaklee are private-label contract manufacturing customers, and the loss of any one of them could result in significant negative impact to our financial position and results of operations. No other customer accounted for 10% or more of our net sales during fiscal 2014. We continue to focus on obtaining new private-label contract manufacturing customers to reduce the risks associated with deriving a significant portion of our sales from a limited number of customers.

### **Competition**

We compete with other manufacturers, distributors and marketers of vitamins, minerals, herbs, and other nutritional supplements both within and outside the U.S. The nutritional supplement industry is highly fragmented and competition for the sale of nutritional supplements comes from many sources. These products are sold primarily through retailers (drug store chains, supermarkets, and mass market discount retailers), health and natural food stores, and direct sales channels (network marketing, internet marketing and mail order companies).

We believe private-label contract manufacturing competition in our industry is based on, among other things, customized services offered, product quality and safety, innovation, price and customer service. We believe we compete favorably with other companies because of our ability to provide comprehensive solutions for customers, our certified manufacturing operations and our commitment to quality and safety through our research and development activities.

Our future competitive position for private-label contract manufacturing and patent and trademark licensing will likely depend on, but not be limited to, the following:

- the continued acceptance of our products by our customers and consumers;
- our ability to continue to manufacture high quality products at competitive prices;
- our ability to protect our proprietary rights in our patent estate and the continued validity of such estate;
- our ability to attract and retain qualified personnel;
- the effect of any future governmental regulations on our products and business;
- the results of, and publicity from, product safety and performance studies performed by governments and other research institutions;
- the continued growth of the global nutrition industry; and
- our ability to respond to changes within the industry and consumer demand, financially and otherwise.

The nutritional supplement industry is highly competitive and we expect the level of competition to remain high over the near term. We do not believe it is possible to accurately estimate the total number or size of our competitors. The nutritional supplement industry has undergone consolidation in the recent past and we expect that trend to continue in the near term.

### **Government Regulation**

Our business is subject to varying degrees of regulation by a number of government authorities in the U.S., including the FDA, the Federal Trade Commission (FTC), the Consumer Product Safety Commission, the U.S. Department of Agriculture, and the Environmental Protection Agency. Various agencies of the states and localities in which we operate and in which our products are sold also regulate our business, such as the California Department of Health Services, Food and Drug Branch. The areas of our business that these and other authorities regulate include, among others:

- product claims and advertising;
- product labels;
- product ingredients; and
- how we manufacture, package, distribute, import, export, sell and store our products.



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The FDA, in particular, regulates the formulation, manufacturing, packaging, storage, labeling, promotion, distribution and sale of vitamins and other nutritional supplements in the U.S., while the FTC regulates marketing and advertising claims. In August 2007, a new rule issued by the FDA went into effect requiring companies that manufacture, package, label, distribute or hold nutritional supplements to meet certain GMPs to ensure such products are of the quality specified and are properly packaged and labeled. We are committed to meeting or exceeding the standards set by the FDA and believe we are currently operating within the FDA mandated GMPs.

The FDA also regulates the labeling and marketing of dietary supplements and nutritional products, including the following:

- the identification of dietary supplements or nutritional products and their nutrition and ingredient labeling;
- requirements related to the wording used for claims about nutrients, health claims, and statements of nutritional support;
- labeling requirements for dietary supplements or nutritional products for which “high potency” and “antioxidant” claims are made;
- notification procedures for statements on dietary supplements or nutritional products; and
- premarket notification procedures for new dietary ingredients in nutritional supplements.

The Dietary Supplement Health and Education Act of 1994 (DSHEA) revised the provisions of the Federal Food, Drug and Cosmetic Act concerning the composition and labeling of dietary supplements and defined dietary supplements to include vitamins, minerals, herbs, amino acids and other dietary substances used to supplement diets. DSHEA generally provides a regulatory framework to help ensure safe, quality dietary supplements and the dissemination of accurate information about such products. The FDA is generally prohibited from regulating active ingredients in dietary supplements as drugs unless product claims, such as claims that a product may heal, mitigate, cure or prevent an illness, disease or malady, trigger drug status.

In December 2006, the Dietary Supplement and Nonprescription Drug Consumer Protection Act (DSNDCPA) was passed, which further revised the provisions of the Federal Food, Drug and Cosmetic Act. Under the act, manufacturers, packers or distributors whose name appears on the product label of a dietary supplement or nonprescription drug are required to include contact information on the product label for consumers to use in reporting adverse events associated with the product’s use and for us to notify the FDA of any serious adverse event report within 15 business days of receiving such report. Events reported to the FDA would not be considered an admission from a company that its product caused or contributed to the reported event. We are committed to meeting or exceeding the requirements of the DSNDCPA.

We are also subject to a variety of other regulations in the U.S., including those relating to bioterrorism, taxes, labor and employment, import and export, the environment and intellectual property. All of these regulations require significant financial and operational resources to ensure compliance, and we cannot assure you that we will always be in compliance despite our best efforts to do so.

Our operations outside the U.S. are similarly regulated by various agencies and entities in the countries in which we operate and in which our products are sold. The regulations of these countries may conflict with those in the U.S. and may vary from country to country. The sale of our products in certain European countries is subject to the rules and regulations of the European Union, which may be interpreted differently among the countries within the European Union. In other markets outside the U.S., we may be required to obtain approvals, licenses or certifications from a country’s ministry of health or comparable agency before we begin operations or the marketing of products in that country. Approvals or licenses may be conditioned on reformulation of our products for a particular market or may be unavailable for certain products or product ingredients. These regulations may limit our ability to enter certain markets outside the U.S. As with the costs of regulatory compliance in the U.S., foreign regulations require significant financial and operational resources to ensure compliance, and we cannot assure you that we will always be in compliance despite our best efforts to do so. Our failure to maintain regulatory compliance within and outside the U.S. could impact our ability to sell our products and thus, materially impact our financial position and results of operations.

### **Intellectual Property**

*Trademarks.* We have developed and use registered trademarks in our business, particularly relating to corporate, brand and product names. We own 18 trademark registrations, including seventeen incontestable registrations, in the . Federal registration of a trademark affords the owner nationwide exclusive trademark rights in the registered mark and the ability to prevent others from using the same or similar marks. However, to the extent a common law user has made prior use of the mark in connection with similar goods or services in a particular geographic area, the nationwide rights conferred by federal registration would be subject to that geographic area.

We have sixteen foreign trademark registrations. One trademark is registered with the Australian Patent and Trademark Office, two with the Canadian Patent and Trademark Office, two with the Chinese Patent and Trademark Office, two with the Trademarks and Designs Registration Office of the European Union, two with the Hong Kong Patent and Trademark Office, three with the Japanese Patent and Trademark Office, two with the South Korean Patent and Trademark Office, and two with the Swiss Patent and Trademark Office. We currently have no additional trademark applications pending in any other jurisdictions outside of the United States. We also claim common law ownership and protection of certain unregistered trademarks and service marks. Trademark rights are based on use of a mark. Common law use of a mark offers protection of a mark within the particular geographic area in which it is used. We believe our registered and unregistered trademarks constitute valuable assets, adding to the recognition of our products and services in the marketplace. These and other proprietary rights have been and will continue to be important in enabling us to compete; however, we cannot assure you that our pending trademark applications will be granted or our current trademarks will be maintained.

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*Trade Secrets.* We own certain intellectual property, including trade secrets, which we seek to protect, in part, through confidentiality agreements with employees and other parties. We regard our proprietary technology, trade secrets, trademarks and similar intellectual property as critical to our success, and we rely on a combination of trade secrets, contract, patent, copyright and trademark law to establish and protect the rights in our products and technology. The laws of certain foreign countries may not protect our intellectual property rights to the same extent as the laws of the

*Patents and Patent Licenses.* We currently own twelve U.S. patents and nineteen corresponding patents registered in countries throughout North America, Europe and Asia. We also have pending applications in several countries. All of these patents and patent rights relate to the ingredient known as beta-alanine. Certain of these patents were assigned to NAI and we make certain ongoing royalty payments to the prior owners of the patents. We also license rights to certain uses that are covered by the patents to the prior owners. The royalty payments and license continue until the expiration of the patents. We are currently exclusively licensing some of our patent rights to one customer for use in a limited market, and since March 2009 have had an agreement with CSI that allows CSI to grant a license of certain of our patent and trademark rights to customers of CSI who purchase beta-alanine from CSI. The license agreement allows CSI's customers to manufacture, offer for sale and/or sell products incorporating, using or made in accordance with our patent rights and one or more of our trademarks. We receive royalties from CSI that vary based on the quantity and source of beta-alanine sold by CSI. Twenty-three of our patents expire in 2017, one patent expires in 2024, six patents expire in 2026 and one patent expires in 2027.

Beginning in fiscal 2009, the licensing, raw material sales, and revenues we have received associated with the sale and license of beta-alanine under the CamoSyn® trade name have grown steadily from \$515,000 in fiscal 2009 to \$5.4 million in fiscal 2014. We did not directly purchase or sell any material amounts of beta-alanine raw material during fiscal 2013 or fiscal 2014 and do not expect to directly purchase and sell material quantities of beta-alanine raw material during fiscal 2015. We anticipate our licensing and related revenue to expand further during fiscal 2015. We incurred intellectual property litigation and patent compliance expenses of approximately \$2.2 million during fiscal 2014 in connection with our efforts to protect our proprietary rights and patent estate. We expect to continue to incur additional litigation expenses during fiscal 2015, however, we expect these expenses to be lower due to the status of our various patent cases.

*Other Intellectual Property.* We have license agreements with Dr. Reginald B. Cherry and his ministries pursuant to which we have the right to use the names, likenesses, styles, personas and certain other intellectual property and attributes of Dr. Cherry to market and distribute nutritional and dietary supplements and related products and materials, including the Pathway to Healing® product line. The license agreements require the payment of certain royalties based on net sales. However, due to the steady decline in sales of this product line over the prior several years, we decided to discontinue the product line. We have notified Dr. Cherry and Cherry Ministries of this decision and the termination of the related license agreement was effective as of September 15, 2014. We anticipate that all termination activities related to the Pathway to Healing® product line will be complete by the end of our second quarter of fiscal 2015.

### **Employees**

As of June 30, 2014, we employed 171 full-time employees in the U.S., two of whom held executive management positions. Of the remaining full-time employees, 31 were employed in research, laboratory and quality control, 11 in sales and marketing, and 127 in manufacturing and administration. From time to time we use temporary personnel to help us meet short-term operating requirements. These positions typically are in manufacturing and manufacturing support. As of June 30, 2014, we had 10 temporary personnel.

As of June 30, 2014, NAIE employed an additional 31 full-time employees. Most of these positions were in the areas of manufacturing and manufacturing support.

Our employees are not represented by a collective bargaining agreement and we have not experienced any work stoppages as a result of labor disputes. We believe our relationship with our employees is good.

### **Seasonality**

Although we believe there is no material impact on our business or results of operations from seasonal factors, we have experienced and expect to continue to experience variations in quarterly net sales due to the timing of private-label contract manufacturing orders.

**Financial Information about Our Business Segments and Geographic Areas**

Our operations are comprised of two reportable segments:

- Private-label contract manufacturing, in which we primarily provide manufacturing services to companies that market and distribute nutritional supplements and other health care products.
- Royalty, licensing and related income associated with the sale and license of beta-alanine under our CarnoSyn® trade name.

Our private-label contract manufacturing products are sold both in the U.S. and in markets outside the U.S., including Europe, Canada, Mexico, Australia, South Africa and Asia. The primary market outside the U.S. is Europe. Our patent and trademark licensing activities are primarily based in the U.S.

For additional financial information, including financial information about our business segment and geographic areas, please see the consolidated financial statements and accompanying notes to the consolidated financial statements included under Item 8 of this report.

Our activities in markets outside the U.S. are subject to political, economic and other risks in the countries in which our products are sold and in which we operate. For more information about these and other risks, please see Item 1A in this report.

## ITEM 1A. RISK FACTORS

*You should carefully review and consider the risks described below, as well as the other information in this report and in other reports and documents we file with the SEC when evaluating our business and future prospects. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties, not presently known to us, or that we currently see as immaterial, may also occur. If any of the following risks or any additional risks and uncertainties actually occur or become material, our business, financial condition and results of operations could be seriously harmed. In that event, the market price of our common stock could decline and you could lose all or a portion of the value of your investment in our common stock. You should not draw any inference as to the magnitude of any particular risk from its position in the following discussion.*

***Because we derive a significant portion of our revenues from a limited number of customers, our revenues would be adversely affected by the loss of a major customer or a significant change in its business, personnel or the timing or amount of its orders.***

We have in the past and expect to continue to derive a significant portion of our revenues from a relatively limited number of customers. During the fiscal year ended June 30, 2014, sales to one customer, NSA International, Inc., were approximately 38% of our total private-label contract manufacturing net sales. Our most recent agreements with NSA expired on April 1, 2014. We are currently negotiating the terms of renewal and expansion of those agreements with NSA. We continue to develop, manufacture, produce and package certain nutritional products for NSA based on monthly purchase orders submitted to us by NSA. There can be no guarantee that NSA will agree to a renewal or replacement agreement on terms favorable to us or at all. Our second largest customer was Mannatech, Incorporated, which accounted for approximately 17% of our private-label contract manufacturing net sales during fiscal 2014. Our third largest customer was Shaklee, which accounted for approximately 16% of our private-label contract manufacturing net sales during fiscal 2014. The loss of one of these customers or other major customers, a significant decrease in sales to these customers, or a significant change in their business or personnel, would materially affect our financial condition and results of operations. Furthermore, the timing of our customers' orders is impacted by, among others, their marketing programs, customer demand, supply chain management, entry into new markets and new product introductions, all of which are outside of our control. All of these attributes have had and will have a significant impact on our business.

***Our future growth and stability depends, in part, on our ability to diversify our sales. Our efforts to establish new sales from existing customers and new customers and develop and grow our branded products could require significant initial investments, which may or may not result in higher sales and improved financial results.***

Our business strategy depends in large part on our ability to develop new product sales from current and new customer relationships. These activities often require a significant up-front investment including, among others, customized formulations, regulatory compliance, product registrations, package design, product testing, pilot production runs, and the build-up of initial inventory. In addition, we may incur increased marketing and advertising costs to the extent we seek to develop and grow our branded products. We may experience significant delays from the time we increase our operating expenses and make investments in inventory until the time we generate net sales from new products or customers, and it is possible that we may never generate any revenue from new products or customers after incurring such expenditures. If we incur significant expenses and investments in inventory that we are not able to recover, and we are not able to compensate for those expenses, our operating results could be adversely affected.

***We may incur, and have incurred, significant costs defending our intellectual property. We may also be unable to protect our intellectual property rights or may inadvertently infringe on the intellectual property rights of others.*** We possess and may possess in the future certain proprietary technology, trade secrets, trademarks, trade names, licenses, patents and similar intellectual property. There can be no assurance that we will not incur significant patent and trademark litigation costs associated with defending this intellectual property. During fiscal 2014, we incurred approximately \$2.2 million in patent litigation and prosecution expense and expect litigation expenses during fiscal 2015 to be approximately \$500,000 to \$1.0 million, in connection with our efforts to protect our proprietary rights and patent estate. These efforts are described in more detail under Item 3 of this report. There is no assurance we will be able to protect our intellectual property adequately or that our intellectual property rights will be upheld. If pending legal proceedings to invalidate our patent rights are successful, they would likely have a material adverse impact upon our financial condition and results of operations. Furthermore, the laws of certain foreign countries may not protect our intellectual property rights to the same extent as the laws of the U.S. Additional litigation in the U.S. or abroad may be necessary to enforce our intellectual property rights, to determine the validity and scope of the proprietary rights of others or to defend against claims of infringement. This litigation, even if successful, could result in substantial additional costs and diversion of resources and could have a material adverse effect on our business, results of operations and financial condition. If any such claims are asserted against us, we may seek to obtain a license under the third party's intellectual property rights. There can be no assurance, however, that a license would be available on terms acceptable or favorable to us, if at all.

***Our operating results will vary. We have experienced a decline in net sales and incurred losses in recent years and there is no guarantee that our sales will improve or that we will earn a profit in future years. Fluctuations in our operating results may adversely affect the share price of our common stock.***

Our net sales increased during fiscal 2014 as compared to fiscal 2013 but there can be no assurance that our net sales will continue to improve in the near term, or that we will earn a profit in any given year. We have experienced net losses in the past and may incur losses in the future. Our operating results will fluctuate from year to year and/or from quarter to quarter due to various factors including differences related to the timing of revenues and expenses for financial reporting purposes and other factors described in this report. At times, these fluctuations may be significant. We anticipate generating positive net income in fiscal 2015, although there is no assurance we will be able to do so. Fluctuations in our operating results may adversely affect the share price of our common stock.

***Our products and manufacturing activities are subject to extensive government regulation, which could limit or prevent the sale of our products in some markets and could increase our costs.***

The manufacturing, packaging, labeling, advertising, promotion, distribution, and sale of our products are subject to regulation by numerous national and local governmental agencies in the U.S. and in other countries. For example, we are required to comply with certain GMPs and incur costs associated with the audit and certification of our facilities. Failure to comply with governmental regulations may result in, among other things, injunctions, product withdrawals, recalls, product seizures, fines, and criminal prosecutions. Any action of this type by a governmental agency could materially adversely affect our ability to successfully market our products. In addition, if the governmental agency has reason to believe the law is being violated (for example, if it believes we do not possess adequate substantiation for product claims), it can initiate an enforcement action. Governmental agency enforcement could result in orders requiring, among other things, limits on advertising, consumer redress, divestiture of assets, rescission of contracts, and such other relief as may be deemed necessary. Violation of these orders could result in substantial financial or other penalties. Any action by the governmental agency could materially adversely affect our ability and our customers' ability to successfully market those products.

In markets outside the U.S., before commencing operations or marketing our products, we may be required to obtain approvals, licenses, or certifications from a country's ministry of health or comparable agency. Approvals or licensing may be conditioned on reformulation of products or may be unavailable with respect to certain products or product ingredients. We must also comply with product labeling and packaging regulations that vary from country to country. Furthermore, the regulations of these countries may conflict with those in the U.S. and with each other. The sale of our products in certain European countries is subject to the rules and regulations of the European Union, which may be interpreted differently among the countries within the European Union. The cost of complying with these various and potentially conflicting regulations can be substantial and can adversely affect our results of operations.

We cannot predict the nature of any future laws, regulations, interpretations, or applications, nor can we determine what effect additional governmental regulations, when and if adopted, would have on our business. They could include requirements for the reformulation of certain products to meet new standards, the recall or discontinuance of certain products, additional compliance costs or record keeping requirements, expanded or different labeling, and additional scientific substantiation. Any or all of these requirements could have a material adverse effect on our operations.

***A significant or prolonged economic downturn, such as the one the global economy has recently experienced, could have, and recently has had, a material adverse effect on our results of operations.***

Our results of operations are affected by the level of business activity of our customers and licensees, which in turn is affected by the level of consumer demand for their products. A significant or prolonged economic downturn may adversely affect the disposable income of many consumers and may lower demand for the products we produce for our private-label contract manufacturing customers, as well as our branded products and products sold or manufactured by others using our licensed patent rights. During fiscal 2011, the decline in economic conditions in the U.S. and the various foreign markets in which our customers operate negatively impacted our customers' businesses and our operations. A renewed or further decline in consumer demand and the level of business activity of our customers due to economic conditions could have a material adverse effect on our revenues and profit margins.

***The failure of our suppliers to supply quality materials in sufficient quantities, at a favorable price, and in a timely fashion could adversely affect the results of our operations.***

We buy our raw materials from a limited number of suppliers. During fiscal 2014 and fiscal 2013, we did not have any suppliers that represented more than 10% of our raw material purchases. However, during fiscal 2011, approximately 20% of our total raw material purchases were from two suppliers. The loss of any of our major suppliers or of a supplier that provides any hard to obtain materials could adversely affect our business operations. Although we believe that we could establish alternate sources for most of our raw materials, any delay in locating and establishing relationships with other sources could result in product shortages, with a resulting loss of sales and customers. In certain situations we may be required to alter our products or to substitute different materials from alternative sources.



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We rely solely on two suppliers to process certain raw materials that we use in the product line of our largest customer. The loss of or unexpected interruption in this service would materially adversely affect our results of operations and financial condition.

A shortage of raw materials or an unexpected interruption of supply could also result in higher prices for those materials. Since fiscal 2009, we have experienced increases in various raw material costs, transportation costs and the cost of petroleum based raw materials and packaging supplies used in our business, which were associated with higher oil and fuel costs. Increasing raw material and product cost pricing pressures have continued throughout fiscal 2014 as a result of limited supplies of various ingredients and the effects of higher labor and transportation costs. We expect these pressures to continue through fiscal 2015. Although we may be able to raise our prices in response to significant increases in the cost of raw materials, we may not be able to raise prices sufficiently or quickly enough to offset the negative effects of the cost increases on our results of operations or financial condition.

There can be no assurance that suppliers will provide the quality raw materials needed by us in the quantities requested or at a price we are willing to pay. Because we do not control the actual production of these raw materials, we are also subject to delays caused by interruption in production of materials based on conditions outside of our control, including weather, transportation interruptions, strikes, natural disasters, or other catastrophic events.

In addition, our efforts to commercialize our patent estate, and the royalty, license fees and other revenues we receive from our related license and supply agreements, are substantially dependent on the availability of the raw material beta-alanine and sales of such raw material or products incorporating such raw material. The availability of the raw ingredient beta-alanine, and thus sales of such raw material and products using such material, would be negatively impacted by any shortages, interruptions and similar risks described above, which could in turn adversely affect the amount of fees we receive from CSI, as well as other parties with whom we have license or supply agreements. In early March 2011, the factory that produces the major supply of beta-alanine sold under our CamoSyn® trade name was damaged as a result of the massive earthquake off the coast of Sendai, Japan resulting in a significant beta-alanine supply interruption. As a result, our fiscal 2011 fourth quarter beta-alanine licensing revenue declined 85% from the preceding quarter ended March 31, 2011. While this Japanese factory resumed operations in June 2011 and is producing beta-alanine at historical levels, there is no assurance this or any other facility will not incur future production interruptions as a result of additional earthquake related activity or other causes.

***Our industry is highly competitive and we may be unable to compete effectively. Increased competition could adversely affect our financial condition.***

The market for our products, and those of our customers, is highly competitive. Many of our competitors are substantially larger and have greater financial resources and broader name recognition than we do. Our larger competitors may be able to devote greater resources to research and development, marketing and other activities that could provide them with a competitive advantage. Our market has relatively low entry barriers and is highly sensitive to the introduction of new products that may rapidly capture a significant market share. Increased competition could result in price reductions, reduced gross profit margins or loss of market share, any of which could have a material adverse effect on our financial condition and results of operations. There can be no assurance that we will be able to compete in this intensely competitive environment.

***We could be exposed to product liability claims or other litigation, which may be costly and could materially adversely affect our operations.***

We could face financial liability due to product liability claims if the use of our products results in significant loss or injury. Additionally, the manufacture and sale of our products involves the risk of injury to consumers from tampering by unauthorized third parties or product contamination. We could be exposed to future product liability claims that, among others: our products contain contaminants; we provide consumers with inadequate instructions about product use; or we provide inadequate warning about side effects or interactions of our products with other substances. Even if we were to prevail in any such claims, the cost of negotiations, litigation and settlement could be significant.

We maintain product liability insurance coverage, including primary product liability and excess liability coverage. The cost of this coverage has increased dramatically in recent years, while the availability of adequate insurance coverage has decreased. While we expect to be able to continue our product liability insurance, there can be no assurance that we will in fact be able to continue such insurance coverage, that our insurance will be adequate to cover any liability we may incur, or that our insurance will continue to be available at an economically reasonable cost.

Additionally, it is possible that one or more of our insurers could exclude from our coverage certain ingredients used in our products. In such event, we may have to stop using those ingredients or rely on indemnification or similar arrangements with our customers who wish to continue to include those ingredients in their products. A substantial increase in our product liability risk or the loss of customers or product lines could have a material adverse effect on our results of operations and financial condition.

***If we or our private-label contract manufacturing customers expand into additional markets outside the U.S. or our or their sales in markets outside the U.S. increase, our business would become increasingly subject to political, economic, regulatory and other risks in those markets, which could adversely affect our business.***

Our future growth may depend, in part, on our ability and the ability of our private-label contract manufacturing customers to expand into additional markets outside the U.S. or to improve sales in markets outside the U.S. There can be no assurance that we or our customers will be able to expand in existing markets outside the U.S. or enter new markets on a timely basis, or that new markets outside the U.S. will be profitable. There are significant regulatory and legal barriers in markets outside the U.S. that must be overcome to operate in such markets. We will be subject to the burden of complying with a wide variety of national and local laws, including multiple and possibly overlapping and conflicting laws. We also may experience difficulties adapting to new cultures, business customs and legal systems. Our sales and operations outside the U.S. are subject to political, economic and social uncertainties including, among others:

- changes and limits in import and export controls;
- increases in custom duties and tariffs;
- changes in government regulations and laws;
- coordination of geographically separated locations;
- absence in some jurisdictions of effective laws to protect our intellectual property rights;
- changes in currency exchange rates;
- economic and political instability; and
- currency transfer and other restrictions and regulations that may limit our ability to sell certain products or repatriate profits to the U.S.

Any changes related to these and other factors could adversely affect our business, profitability and growth prospects. If we or our customers expand into additional markets outside the U.S. or improve sales in markets outside the U.S., these and other risks associated with operations outside the U.S. are likely to increase.

***Our business is subject to the effects of adverse publicity, which could negatively affect our sales and revenues.***

Our business can be affected by adverse publicity or negative public perception about our industry, our competitors, our customers, or our business generally. This adverse publicity may include publicity about the nutritional supplements industry generally, the efficacy, safety and quality of nutritional supplements and other health care products or ingredients in general or our products or ingredients specifically, and regulatory investigations, regardless of whether these investigations involve us or the business practices or products of our competitors, or our customers. Any adverse publicity or negative public perception will likely have a material adverse effect on our business, financial condition and results of operations. Our business, financial condition and results of operations also could be adversely affected if any of our products or any similar products distributed by other companies are alleged to be or are proved to be harmful to consumers or to have unanticipated health consequences.

***We may not be able to raise additional capital or obtain additional financing if needed.***

Our cash from operations may not be sufficient to meet our working capital needs and/or to implement our business strategies. Additionally, there can be no assurance that our existing line of credit will be sufficient to meet our working capital needs. Furthermore, if we fail to maintain certain loan covenants we may no longer have access to the credit line. Our credit line terminates in November 2015 and there is no guarantee that we will be able to extend or renew this credit line on favorable terms or at all.

We may consider issuing additional debt or equity securities in the future to fund potential acquisitions or investments, to refinance existing debt, or for general corporate purposes. If we issue equity or convertible debt securities to raise additional funds, our existing stockholders may experience dilution, and the new equity or debt securities may have rights, preferences and privileges senior to those of our existing stockholders. If we incur additional debt, it may increase our leverage relative to our earnings or to our equity capitalization, requiring us to pay additional interest expenses and potentially lower our credit ratings. We may not be able to market such issuances on favorable terms, or at all, in which case, we may not be able to develop or enhance our products, execute our business plan, take advantage of future opportunities, or respond to competitive pressures or unanticipated customer requirements.

At any given time it may be difficult for us to raise capital due to a variety of factors, some of which may be outside our control, including a tightening of credit markets, overall poor performance of stock markets, and/or an economic slowdown in the U.S. or other countries. Thus, there is no assurance we would be able to raise additional capital if needed. To the extent we do raise additional capital the ownership position of existing stockholders could be diluted. Similarly, there can be no assurance that additional financing will be available if needed or that it will be available on favorable terms. Under the terms of our credit facility, there are limits on our ability to create, incur or assume additional indebtedness without the approval of our lender.

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Recent economic conditions have made it more difficult for companies to raise capital and obtain financing. Our inability to raise additional capital or to obtain additional financing if needed could negatively affect our ability to implement our business strategies and meet our goals. This, in turn, could adversely affect our financial condition and results of operations.

***If we are unable to attract and retain qualified management personnel, our business will suffer.***

Our executive officers and other management personnel are primarily responsible for our day-to-day operations. We believe our success depends largely on our ability to attract, maintain and motivate highly qualified management personnel. Competition for qualified individuals can be intense, and we may not be able to hire additional qualified personnel in a timely manner or on terms that would not substantially increase our costs. Our inability to retain a skilled professional management team could adversely affect our ability to successfully execute our business strategies and achieve our goals.

***Our manufacturing and third party fulfillment activities are subject to certain risks.***

We manufacture the vast majority of our products at our manufacturing facility in California. As a result, we are dependent on the uninterrupted and efficient operation of this facility. Our manufacturing operations are subject to power failures, blackouts, the breakdown, failure or substandard performance of our leased facilities, our equipment, the improper installation or operation of equipment, natural or other disasters, and the need to comply with the requirements or directives of governmental agencies, including the FDA. In addition, we may in the future determine to expand or relocate our facilities, which may result in slowdowns or delays in our operations. While we have implemented and are evaluating various emergency, contingency and disaster recovery plans and maintain business interruption insurance, there can be no assurance that the occurrence of these or any other operational problems at our facilities in California or at NAIE's facility in Switzerland would not have a material adverse effect on our business, financial condition and results of operations. Furthermore, there can be no assurance that our contingency plans will prove to be adequate or successful if needed or that our insurance will continue to be available at a reasonable cost or, if available, will be adequate to cover any losses that we may incur from an interruption in our manufacturing and distribution operations.

We outsource our branded products fulfillment and call center activities. The operation of the third party service provider's facilities is subject to the interruption and similar risks described above for our facilities and there can be no assurance that these interruptions or any other operational problem at such third party's facilities would not have a material adverse effect on our business, financial condition and results of operations.

***We may, in the future, pursue acquisitions of other companies that, if not successful, could adversely affect our business, financial condition and results of operations.***

In the future, we may pursue acquisitions of companies that we believe could complement or expand our business, augment our market coverage, provide us with important relationships or otherwise offer us growth opportunities. Acquisitions involve numerous risks, including the following:

- potential difficulties related to integrating the products, personnel and operations of the acquired company;
- failure to operate as a combined organization utilizing common information and communication systems, operating procedures, financial controls and human resources practices;
- diverting management's attention from the normal daily operations of the business;
- entering markets in which we have no or limited prior direct experience and where competitors in such markets have stronger market positions;
- potential loss of key employees of the acquired company;
- potential inability to achieve cost savings and other potential benefits expected from the acquisition;
- an uncertain sales and earnings stream from the acquired company; and
- potential impairment charges, which may be significant, against goodwill and purchased intangible assets acquired in the acquisition due to changes in conditions and circumstances that occur after the acquisition, many of which may be outside of our control.

There can be no assurance that acquisitions that we may pursue will be successful. If we pursue an acquisition but are not successful in completing it, or if we complete an acquisition but are not successful in integrating the acquired company's employees, products or operations successfully, our business, financial position or results of operations could be adversely affected.

***Collectively, our officers and directors own a significant amount of our common stock, giving them influence over corporate transactions and other matters and potentially limiting the influence of other stockholders on important policy and management issues.***

Our officers and directors, together with their families and affiliates, beneficially owned approximately 21% of our outstanding shares of common stock as of June 30, 2014, including approximately 17% of our outstanding shares of common stock beneficially owned by Mark LeDoux, our Chief Executive Officer and the Chairman of the Board, and his family and affiliates. As a result, our officers and directors, and in particular Mr. LeDoux, could influence such business matters as the election of directors and approval of significant corporate transactions.

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Various transactions could be delayed, deferred or prevented without the approval of stockholders, including the following:

- transactions resulting in a change in control;
- mergers and acquisitions;
- tender offers;
- election of directors; and
- proxy contests.

There can be no assurance that conflicts of interest will not arise with respect to the officers and directors who own shares of our common stock or that conflicts will be resolved in a manner favorable to us or our other stockholders.

### ***Business interruptions could limit our ability to operate our business.***

Our operations, including those of our suppliers, are vulnerable to damage or interruption from computer viruses, human error, natural disasters, telecommunications failures, intentional acts of vandalism, and similar events. While we have established a formal disaster recovery plan, our back-up operations and our business interruption insurance may not be adequate to compensate us for losses that occur. A significant business interruption could result in losses or damages incurred by us and require us to cease or curtail our operations.

### ***If certain provisions of our Certificate of Incorporation, Bylaws and Delaware law are triggered, the future price investors might be willing to pay for our common stock could be limited.***

Certain provisions in our Certificate of Incorporation, Bylaws and Delaware corporate law may discourage unsolicited proposals to acquire our business, even if the proposal would benefit our stockholders. Our Board of Directors is authorized, without stockholder approval, to issue up to 500,000 shares of preferred stock having such rights, preferences, and privileges, including voting rights, as the Board of Directors designates. The rights of our common stockholders will be subject to, and may be adversely affected by, the rights of holders of any preferred stock that may be issued in the future. Any or all of these provisions could delay, deter or prevent a takeover of our company and could limit the price investors are willing to pay for our common stock.

### ***Our stock price could fluctuate significantly.***

Stock prices in general have been historically volatile and ours is no different. The trading price of our stock may fluctuate in response to the following, as well as other, factors:

- broad market fluctuations and general economic and/or political conditions;
- fluctuations in our financial results;
- relatively low trading volumes;
- future offerings of our common stock or other securities;
- the general condition of the nutritional supplement product industries;
- increased competition;
- regulatory action;
- adverse publicity;
- manipulative or illegal trading practices by third parties; and
- product and other public announcements.

The stock market has historically experienced significant price and volume fluctuations. There can be no assurance that an active market in our stock will continue to exist or that the price of our common stock will not decline. Our future operating results may be below the expectations of securities analysts and investors. If this were to occur, the price of our common stock would likely decline, perhaps substantially.

From time to time our shares may be listed for trading on one or more foreign exchanges, with or without our prior knowledge or consent. Certain foreign exchanges may have less stringent listing requirements, rules and enforcement procedures than the Nasdaq Global Market or other markets in the U.S., which may increase the potential for manipulative trading practices to occur. These practices, or the perception by investors that such practices could occur, may increase the volatility of our stock price or result in a decline in our stock price, which in some cases could be significant.

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This table summarizes our facilities as of June 30, 2014. We believe our facilities are adequate to meet our operating requirements for the foreseeable future.

<b>Location</b>	<b>Nature of Use</b>	<b>Square Feet</b>	<b>How Held</b>	<b>Lease Expiration Date</b>
San Marcos, CA USA	NAI corporate headquarters and branded products operations	29,500	Owned	N/A
Vista, CA USA <sup>(1)</sup>	Manufacturing, warehousing, packaging and distribution <sup>(3)</sup>	162,000	Leased	March 2024 <sup>(4)</sup>
Manno, Switzerland <sup>(2)</sup>	Manufacturing, warehousing, packaging and distribution	87,763 <sup>(5)</sup>	Leased	June 2019 <sup>(5)</sup>

- (1) This facility is used by NAI primarily for its private-label contract manufacturing segment.
- (2) This facility is used by NAIE, our wholly owned Swiss subsidiary, in connection with our private-label contract manufacturing segment.
- (3) We use approximately 93,000 square feet for production, 60,000 square feet for warehousing and 9,000 square feet for administrative functions.
- (4) On July 31, 2013, we executed a third amendment to the lease for our manufacturing facility in Vista, CA. As a result of this amendment, our facility lease has been extended for an additional 10 year term through March 2024.
- (5) NAIE entered into a new lease with its current landlord effective July 1, 2014. The new lease replaced, extended, and enlarged an existing lease between the same parties for the same building in Manno Switzerland. NAIE intends to improve portions of the additional space acquired by the new lease, and will continue to use the entire leased premises for offices, laboratory, warehouse and production. The new lease has a term of five years with a right for NAIE to extend the lease for an additional five years.

**ITEM 3. LEGAL PROCEEDINGS**

From time to time, we become involved in various investigations, claims and legal proceedings that arise in the ordinary course of our business. These matters may relate to intellectual property, product liability, employment, tax, regulation, contract or other matters. The resolution of these matters as they arise will be subject to various uncertainties and, even if such claims are without merit, could result in the expenditure of significant financial and managerial resources. While unfavorable outcomes are possible, based on available information, we generally do not believe the resolution of these matters will result in a material adverse effect on our business, consolidated financial condition, or results of operations. However, a settlement payment or unfavorable outcome could adversely impact our results of operations. Our evaluation of the likely impact of these actions could change in the future and we could have unfavorable outcomes that we do not expect.

As of September 25, 2014, except as described below, neither NAI nor its subsidiary were a party to any material pending legal proceeding nor was any of their property the subject of any material pending legal proceeding.

On September 8, 2011, NAI and CSI filed a complaint in the U.S. District Court for the District of Delaware against DNP International Co., Inc. (DNP) alleging claims of unfair competition, violation of the Delaware Deceptive Trade Practices Act and interference with business relations. On December 22, 2011, DNP filed a complaint in the U.S. District Court for the District of Delaware against NAI and CSI for declaratory judgment of non-infringement and invalidity of three of NAI's patents. On January 27, 2012, DNP amended its complaint to add declaratory judgment claims against a fourth NAI patent ('381 patent). On February 6, 2012, the Company and CSI moved to dismiss the cases related to the three previously asserted patents for lack of subject matter jurisdiction. On the same day, the Company filed its answer and counterclaims for infringement by DNP of the '381 patent. DNP subsequently agreed to voluntarily dismiss CSI from the lawsuit. On March 2, 2012, the Court ordered the dismissal of CSI. On April 15, 2013, the Court consolidated the two lawsuits referenced above for purposes of pretrial matters. The Court also entered a Scheduling Order setting a trial date in April 2015. On July 6, 2014, the Court partially stayed the case. NAI, CSI and DNP settled the case, which was dismissed with prejudice on July 29, 2014. As part of the settlement, DNP agreed to exit the beta-alanine business.

On December 21, 2011, NAI filed a lawsuit in the U.S. District Court for the Southern District of Texas, Houston Division, alleging infringement by Woodbolt Distribution, LLC, also known as Cellucor (Woodbolt), Vitaquest International, Inc., d/b/a Garden State Nutritionals (Garden State) and F.H.G. Corporation, d/b/a Integrity Nutraceuticals (Integrity), of NAI's '381 patent. The complaint alleges that Woodbolt sells nutritional supplements, including supplements containing beta-alanine such as C4 Extreme™, M5 Extreme™, and N-Zero Extreme™, that infringe '381 patent. Woodbolt, in turn, filed a complaint seeking a declaratory judgment of non-infringement and invalidity of the '381 patent in the U.S. District Court for the District of Delaware. On February 17, 2012, Woodbolt filed a First Amended Complaint, realleging its original claims against the Company and asserting new claims of violation of the Sherman Antitrust Act (15 U.S.C. § 2) and Unfair Competition. The Company reasserted the arguments in its prior motion to dismiss and moved to dismiss the new claims asserted by Woodbolt. On January 23, 2013, the Delaware Court granted the Company's motion to dismiss Woodbolt's case. On June 5, 2012, the Court in the above-referenced Texas case consolidated the pending suit with a second patent infringement case filed against Woodbolt by the Company on May 3, 2012, asserting infringement of its '422 patent. On November 9, 2012, NAI filed a supplemental complaint adding allegations of infringement of Woodbolt's Cellucor Cor-Performance B-BCAA™ and Cellucor Cor-Performance™ Creatine products. On June 14, 2013, NAI filed a third patent infringement lawsuit in the U.S. District Court for the Southern District of Texas, Houston Division, against Woodbolt, BodyBuilding.com and GNC Corporation alleging infringement of the '381 and '422 patents by Woodbolt's Neon Sport Volt™ product. Woodbolt asserted the same defenses and counterclaims as set forth in the earlier lawsuits. On June 24, 2013, the Court consolidated the case with the earlier-filed lawsuits identified above. On June 25, 2013, Woodbolt filed a lawsuit in the U.S. District Court for the Southern District of Texas, Houston Division, against a newly-issued NAI U.S. patent no. 8,470,865, asserting declaratory judgment claims of non-infringement, invalidity and unenforceability. On July 1, 2013, Woodbolt's lawsuit was consolidated with the three pending lawsuits filed by NAI. On July 24, 2013, NAI filed its Answer and Amended Counterclaims against Woodbolt alleging infringement of the '865 patent by the products accused in the pending cases previously filed by NAI. On August 14, 2013, Woodbolt filed a counterclaim to NAI's counterclaim asserting violation of the Sherman Antitrust Act (15 U.S.C. § 2) and Unfair Competition. On September 4, 2013, NAI moved to have Woodbolt's counterclaims dismissed from the case. All of the consolidated cases remain pending. Separately, Woodbolt also requested inter partes re-examination of the '381 and '422 patents by the USPTO. On July 26, 2012, the

USPTO accepted the request to re-exam the '381 patent. On August 17, 2012, the USPTO accepted the request to re-exam the '422 patent. On December 6, 2013, the USPTO rejected the claims of the '381 patent and issued a right of appeal notice. On January 6, 2014, NAI filed its notice of appeal. The parties have filed briefs with the USPTO and the '381 reexamination is pending. On August 8, 2014, the USPTO rejected the claims of the '422 patent and issued a right of appeal notice.

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A declaration of non-infringement, invalidity or unenforceability of certain of our patents could have a material adverse impact upon our business results, operations, and financial condition.

On February 13, 2013, several entities, including the Company, were sued for various causes of action pertaining to product liability in Superior Court for the State of California (County of San Diego) captioned *Sparling v. USPLabs, LLC, et al.* Case No. 37-2013-00034663-CU-PL-CTL. On March 21, 2013, co-defendant USP Labs LLC filed a Notice of Removal to the U.S. District Court for the Southern District of California, Civil Action No. 3:13-cv-00667-JLS-DHB. Specific allegations against the Company are for negligence, strict products liability, breach of express and implied warranties and wrongful death. The Company has been provided with defense counsel by its insurance company. Additionally, the Company has sought indemnification from co-defendant USPLabs, LLC. The Company is not involved in the formulation, manufacture, distribution or sale of the product at issue in the lawsuit. On April 19, 2013, the Company filed a motion to dismiss the allegations against it. On October 11, 2013, the Court granted co-defendant, USPLabs' motion to transfer the case to the U.S. District Court for the Western District of Texas. The Court has set a trial date for March 26, 2015. The Company moved to dismiss the case. On May 28, 2014, the claims against the Company were dismissed with prejudice.

On May 8, 2013, several entities, including the Company, were sued for various causes of action pertaining to product liability in Superior Court for the State of California (County of Los Angeles) captioned *Carolynne v. USPLabs, LLC*, Case No. BC 508212. Specific allegations against the Company are for negligence, strict products liability and breach of express and implied warranties. The Company has been provided with defense counsel by its insurance company. Additionally, the Company has sought indemnification from co-defendant USP Labs, LLC. The Company is not involved in the formulation, manufacture, distribution or sale of the product at issue in the lawsuit. On June 28, 2013, the Company filed a Demurrer to dismiss the allegations against it. On May 27, 2014, the claims against the Company were dismissed with prejudice.

On November 1, 2013, several entities, including the Company, were sued for various causes of action pertaining to product liability in Superior Court for the State of California (County of San Diego) captioned *Reed v. USPLabs, LLC*, Case No. 37-2013-00074052. Specific allegations against the Company are for negligence, strict products liability, and breach of express and implied warranties. The Company has been provided with defense counsel by CSI's insurance company. Additionally, the Company has sought indemnification from co-defendant USPLabs. The Company is not involved in the formulation, manufacture, distribution or sale of the product at issue in the lawsuit. The case has been removed to U.S. District Court for the Southern District of California. On December 27, 2013, the Company filed a motion to dismiss the allegations against it. On June 13, 2014, the claims against the Company were dismissed with prejudice.

On November 1, 2013, several entities, including the Company, were sued for various causes of action pertaining to product liability in U.S. District Court for the Western District of Texas captioned *Ogbonna v. USPLabs, LLC*, Case No. 13-cv-340. While the Company is named in the caption, the complaint does not contain any specific allegations against the Company. The Company has been provided with defense counsel by CSI's insurance company. Additionally, the Company has sought indemnification from co-defendant USPLabs. The Company is not involved in the formulation, manufacture, distribution or sale of the product at issue in the lawsuit. The case has been removed to U.S. District Court for the Southern District of California. On January 28, 2014, the Company filed a motion to dismiss the allegations against it. On February 19, 2014, the Company's motion to dismiss was granted by the Court.

On January 24, 2014, several entities, including the Company, were sued for various causes of action pertaining to product liability in Superior Court for the State of California (County of Los Angeles) captioned *Little v. USPLabs, LLC*, Case No. BC534065. Specific allegations against the Company are for negligence, strict products liability, and breach of express and implied warranties. The Company has been provided with defense counsel by CSI's insurance company. Additionally, the Company has sought indemnification from co-defendant USPLabs. The Company is not involved in the formulation, manufacture, distribution or sale of the product at issue in the lawsuit. On February 28, 2014, USPLabs filed a Notice of Removal from the Superior Court for the State of California to the U.S. District Court for the Central District of California. On March 7, 2014, the Company filed a Motion to Dismiss. On March 17, 2014, plaintiffs filed a Motion to Remand the case back to Superior Court. On April 25, 2014, the District Court granted plaintiffs' Motion to Remand based on a lack of subject matter jurisdiction and therefore also denied the Company's Motion to Dismiss as moot. On May 27, 2014, the claims against the Company were dismissed with prejudice.

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Although we believe the above litigation matters are supported by valid claims, there is no assurance NAI will prevail in these litigation matters or in similar proceedings it may initiate or that litigation expenses will be as anticipated.

**ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

**PART II**

**ITEM 5. MARKET FOR OUR COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

**Market Information**

Our common stock trades on the Nasdaq Global Market under the symbol "NAII." Below are the high and low sales prices of our common stock as reported on the Nasdaq Global Market for each quarter of the fiscal years ended June 30, 2014 and 2013:

	Fiscal 2014		Fiscal 2013	
	High	Low	High	Low
First Quarter	\$ 5.90	\$ 4.37	\$ 7.65	\$ 4.90
Second Quarter	\$ 6.35	\$ 4.42	\$ 6.45	\$ 4.01
Third Quarter	\$ 5.93	\$ 4.90	\$ 5.49	\$ 4.12
Fourth Quarter	\$ 5.98	\$ 5.01	\$ 5.01	\$ 4.03

**Holders**

As of September 18, 2014, there were approximately 254 stockholders of record of our common stock. On that same date, the last sales price of our common stock as reported on Nasdaq was \$5.61 per share.

**Dividends**

We have never paid a dividend on our common stock and we do not intend to pay a dividend in the foreseeable future. Our current policy is to retain all earnings to provide funds for operations and future growth. Additionally, under the terms of our credit facility, we are precluded from paying a dividend while such facility is in place.

**Recent Sales of Unregistered Securities**

During the fiscal year ended June 30, 2014, we did not sell or otherwise issue any unregistered securities.

**Repurchases**

During the quarter ended June 30, 2014, we did not repurchase any shares of our common stock as part of our repurchase plan.



**Equity Compensation Plan Information**

The following table sets forth information regarding outstanding options and shares reserved for future issuance under our existing equity compensation plans as of June 30, 2014:

Plan Category	Number of Shares to be Issued Upon Exercise of Outstanding Options, Warrants, and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants, and Rights	Number of Shares of Outstanding Restricted Stock	Weighted-Average Exercise Price of Outstanding Restricted Stock	Number of Shares Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Shares Reflected in Column (a) and (c))
	(a)	(b)	(c)	(d)	(e)
Equity compensation plans approved by stockholders	200,019	\$ 6.93	163,280	N/A	523,682
Equity compensation plans not approved by stockholders	N/A	N/A	N/A	N/A	N/A
<b>Total</b>	<b>200,019</b>	<b>\$ 6.93</b>	<b>163,280</b>	<b>N/A</b>	<b>523,682</b>

**ITEM 6. SELECTED FINANCIAL DATA**

As a smaller reporting company, we are not required to provide Item 6 disclosure in this Annual Report.

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATION

The following discussion and analysis is intended to help you understand our financial condition and results of operations as of June 30, 2014 and 2013 and for each of the last two fiscal years then ended. You should read the following discussion and analysis together with our audited consolidated financial statements and the notes to the consolidated financial statements included under Item 8 in this report. Our future financial condition and results of operations will vary from our historical financial condition and results of operations described below based on a variety of factors. You should carefully review the risks described under Item 1A and elsewhere in this report, which identify certain important factors that could cause our future financial condition and results of operations to vary.

### Executive Overview

*The following overview does not address all of the matters covered in the other sections of this Item 7 or other items in this report or contain all of the information that may be important to our stockholders or the investing public. You should read this overview in conjunction with the other sections of this Item 7, the financial statements and accompanying notes, and this report.*

Our primary business activity is providing private label contract manufacturing services to companies that market and distribute vitamins, minerals, herbs and other nutritional supplements, as well as other health care products, to consumers both within and outside the U.S. Historically, our revenue has been largely dependent on sales to one or two private label contract manufacturing customers and subject to variations in the timing of such customers' orders, which in turn is impacted by such customers' internal marketing programs, supply chain management, entry into new markets, new product introductions, the demand for such customers' products, and general industry and economic conditions. Our agreements with our largest customer, NSA expired as of April 1, 2014. We continue to develop, manufacture, produce and package certain nutritional products for NSA based on monthly purchase orders submitted to us by NSA. We are currently negotiating the terms of renewal and expansion of those agreements with NSA. Our revenue also includes royalty, licensing revenue, and raw material sales generated from our patent estate pursuant to license and supply agreements with third parties for the distribution and use of the ingredient known as beta-alanine sold under our CarnoSyn® trade name.

A cornerstone of our business strategy is to achieve long-term growth and profitability and to diversify our sales base. We have sought and expect to continue to seek to diversify our sales by developing relationships with additional, quality-oriented, private label contract manufacturing customers, commercializing our patent estate through contract manufacturing and royalty and license agreements.

We have historically developed, manufactured and marketed our own branded products under the Pathway to Healing® product line, which was aimed at restoring, maintaining and improving the health of the users. However, due to the steady decline in sales of this product line over the prior several years, we decided to discontinue the product line. Pursuant to the License Agreements Dr. Reginald Cherry, and the Cherry Ministries Inc., licensed to NAI the name, likeness, style, persona and other attributes of Dr. Cherry in connection with the sale of nutritional products that were marketed by NAI under its Pathway to Healing brand. Pursuant to the License Agreements, NAI was permitted to terminate the License Agreements by written notice at any time. We have notified Dr. Cherry and Cherry Ministries of this decision and the termination of the related license agreement was effective as of September 15, 2014. We anticipate that all termination activities related to the Pathway to Healing® product line will be complete by the end of our second quarter of fiscal 2015. We did not change the financial presentation in this report to reflect the branded products segment as "Discontinued Operations" as the wind down of this product line did not meet the criteria for discontinued operations presentation as prescribed by ASC 205-20.

During fiscal 2014, our net sales were 17.7% higher than in fiscal 2013. Private-label contract manufacturing sales increased 18.8% due primarily to the sale of higher volumes of existing products to existing customers and new product sales to new customers. This increase was partially offset by lower average sales prices for a portion of our higher volume products and lower average EUR exchange rates. Revenue concentration to our two largest private-label contract manufacturing customers as a percentage of our total private-label contract manufacturing sales decreased to 55% in fiscal 2014 from 69% for fiscal 2013. We expect our contract manufacturing revenue concentration percentage for our two largest customers to remain consistent during fiscal 2015.

During fiscal 2014, CarnoSyn® beta-alanine royalty and licensing revenue increased 13.4% to \$5.4 million as compared to \$4.7 million for fiscal 2013. We had raw material sales of beta-alanine totaling \$103,000 for fiscal 2013 but had zero during fiscal 2014. As of June 30, 2014, we did not have any beta-alanine raw material on hand. We do not anticipate the direct purchase and sale of material quantities of beta-alanine raw material during fiscal 2015.

During fiscal 2014, three new beta-alanine patents were issued to NAI; two in Japan and one in the U.S. This new intellectual property related to a broad range of beta-alanine method and composition claims and included two patents covering sustained release formulations for beta-alanine. As of June 30, 2014, NAI possessed twenty-six beta-alanine patents and seven sustained release beta-alanine patents.

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To protect our CarnoSyn® business and its underlying patent estate, we incurred litigation and patent compliance expenses of approximately \$2.2 million during fiscal 2014 and \$2.3 million during fiscal 2013. We describe our efforts to protect our patent estate in more detail under Item 1 of Part II of this report. Our ability to maintain or further increase our beta-alanine royalty and licensing revenue will depend in large part on our ability to maintain our patent rights, the availability of the raw material beta-alanine when and in the amounts needed, the ability to expand distribution of beta-alanine to new and existing customers, and the continued compliance by third parties with our patent and trademark rights.

Net sales from our branded products declined 12.6% in fiscal 2014 as compared to fiscal 2013 due to the continued softening of sales of our Pathway to Healing product line.

During fiscal 2015, we plan to continue our focus on:

- Leveraging our state-of-the-art, certified facilities to increase the value of the goods and services we provide to our highly valued private-label contract manufacturing customers, and assist us in developing relationships with additional quality oriented customers;
- Expanding the commercialization of our beta-alanine patent estate through contract manufacturing, royalty and license agreements and protecting our proprietary rights;
- Improving operational efficiencies and managing costs and business risks to improve profitability.

### **Critical Accounting Policies and Estimates**

Our consolidated financial statements included under Item 8 in this report have been prepared in accordance with U.S. generally accepted accounting principles (GAAP). Our significant accounting policies are described in the notes to our consolidated financial statements. The preparation of financial statements in accordance with GAAP requires that we make estimates and assumptions that affect the amounts reported in our financial statements and their accompanying notes. We have identified certain policies that we believe are important to the portrayal of our financial condition and results of operations. These policies require the application of significant judgment by our management. We base our estimates on our historical experience, industry standards, and various other assumptions that we believe are reasonable under the circumstances. Actual results could differ from these estimates. An adverse effect on our financial condition, changes in financial condition, and results of operations could occur if circumstances change that alter the various assumptions or conditions used in such estimates or assumptions. Our critical accounting policies include those listed below.

#### *Revenue Recognition*

To recognize revenue, four basic criteria must be met: 1) there is evidence that an arrangement exists; 2) delivery has occurred; 3) the fee is fixed or determinable; and 4) collectability is reasonably assured. Revenue from sales transactions where the buyer has the right to return the product is recognized at the time of sale only if (a) the seller's price to the buyer is substantially fixed or determinable at the date of sale; (b) the buyer has paid the seller, or the buyer is obligated to pay the seller and the obligation is not contingent on resale of the product; (c) the buyer's obligation to the seller would not be changed in the event of theft or physical destruction or damage of the product; (d) the buyer acquiring the product for resale has economic substance apart from that provided by the seller; (e) the seller does not have significant obligations for future performance to directly bring about resale of the product by the buyer; and (f) the amount of future returns can be reasonably estimated. We recognize revenue upon determination that all criteria for revenue recognition have been met. The criteria are usually met at the time title passes to the customer, which usually occurs upon shipment. Revenue from shipments where title passes upon delivery is deferred until the shipment has been delivered.

We record reductions to gross revenue for estimated returns of private label contract manufacturing products and branded products. The estimated returns are based on the trailing six months of private label contract manufacturing gross sales and our historical experience for both private label contract manufacturing and branded product returns. However, the estimate for product returns does not reflect the impact of a potential large product recall resulting from product nonconformance or other factors as such events are not predictable nor is the related economic impact estimable.

We followed the provisions of ASU No. 2009-13 for all multiple element agreements. Under this guidance, the delivered item(s) has value to the customer on a standalone basis and, if the arrangement includes a general right of return relative to the delivered item, delivery or performance of the undelivered item(s) is considered probable and substantially in our control.

A delivered item is considered a separate unit of accounting when the delivered item has value to the partner on a standalone basis based on the consideration of the relevant facts and circumstances for each arrangement. Arrangement consideration is allocated at the inception of the agreement to all identified units of accounting based on their relative selling price. The relative selling price for each deliverable is determined using vendor specific objective evidence, or VSOE, of selling price or third-party evidence of selling price if VSOE does not exist. If neither VSOE nor third-party evidence of selling price exists, we use our best estimate of the selling price for the deliverable. The amount of allocable arrangement consideration is limited to amounts that are fixed or determinable. The consideration received is allocated among the separate units of accounting, and the applicable revenue recognition criteria are applied to each of the separate units. Changes in the allocation of the sales price between delivered and undelivered elements can impact revenue recognition but do not change the total revenue recognized under any agreement. If facts and circumstances dictate that a deliverable has standalone value from the undelivered items, the deliverable is identified as a separate unit of accounting and the amounts allocated to the deliverable are recognized upon the delivery of the deliverable, assuming the other revenue recognition criteria have been met. However, if the amounts allocated to the deliverable through the relative selling price allocation exceed the upfront fee, the amount recognized upon the delivery of the deliverable is limited to the upfront fee received. If facts and circumstances dictate that the deliverable does not have standalone value, the transaction price, including any upfront fee payments received, are allocated to the identified separate units of accounting and recognized as those items are delivered and accepted.

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In addition, we enter into arrangements that provide for milestone payments upon contractually stated events. Under the Milestone Method, we recognize consideration that is contingent upon the achievement of a milestone in its entirety as revenue in the period in which the milestone is achieved only if the milestone is substantive in its entirety. A milestone is considered substantive when it meets all of the following three criteria: 1) The consideration is commensurate with either the entity's performance to achieve the milestone or the enhancement of the value of the delivered item(s) as a result of a specific outcome resulting from the entity's performance to achieve the milestone, 2) The consideration relates solely to past performance, and 3) The consideration is reasonable relative to all of the deliverables and payment terms within the arrangement. A milestone is defined as an event (i) that can only be achieved based in whole or in part on either the entity's performance or on the occurrence of a specific outcome resulting from the entity's performance, (ii) for which there is substantive uncertainty at the date the arrangement is entered into that the event will be achieved and (iii) that would result in additional payments being due to us.

We currently own certain U.S. patents, and each patent's corresponding foreign patent applications. All of these patents and patent rights relate to the ingredient known as beta-alanine marketed and sold under the CamoSyn® trade name. We have sold this ingredient to a customer and, since March 2009, we have had an agreement with Compound Solutions, Inc. (CSI) under which we have agreed to grant a license of certain of our patent rights to customers of CSI who purchase beta-alanine from CSI. Before October 1, 2011, we received a fee from CSI that varied based on the amount of net sales of beta-alanine sold by CSI less CSI's costs and other agreed upon expenses. As of October 1, 2011, we receive a fee from CSI that varies based on the quantity of beta-alanine sold by CSI and the source of such beta-alanine. Our latest license agreement further provides CSI with a license to certain of our patent rights.

In June 2011, we entered into a license and supply agreement (Agreement) with Abbott Laboratories (Abbott) under which we agreed to grant an exclusive license to Abbott for the use of beta-alanine in certain medical foods and medical nutritional products. Under the terms of the agreement, Abbott paid an initial license fee of \$300,000, an additional fee of \$300,000 in January 2012, and upon achievement of certain milestones, an additional license fee of \$150,000 was paid on October 3, 2012. The license and supply agreement provided Abbott with the right to terminate the agreement at any time up to March 31, 2012, at which time, if not terminated, Abbott was required to pay \$4.3 million payable over six annual payments with the initial installment payment of \$708,334 due March 31, 2012. We have determined that each of the milestone payments meets the definition of a milestone in accordance with the milestone method of revenue recognition.

In February 2012 and June 2012, we amended the Agreement and extended Abbott's termination rights initially through July 31, 2012 and then further through October 31, 2012 in exchange for two payments of \$354,167 each by Abbott to NAI. Abbott made the first payment on March 13, 2012 and the second payment on July 12, 2012. In October 2012, the Agreement was amended for a third time. Unless earlier terminated by Abbott, the amendment requires Abbott to pay to NAI (i) upon earlier of achievement of certain milestones or December 1, 2012, additional license fees of \$204,167; (ii) upon earlier of achievement of certain milestones or June 1, 2013, additional license fees of \$204,167; (iii) upon earlier of achievement of certain milestones or July 1, 2013, additional license fees of \$150,000; (iv) upon earlier of achievement of certain milestones or December 1, 2013, additional license fees of \$150,000; and (v) approximately \$2.8 million payable over four annual payments beginning on March 31, 2014. The payment noted in (i) was collected in December 2012, the payment noted in (ii) was collected in May 2013, the payment noted in (iii) was collected in July 2013 and the payment noted in (iv) was collected in January 2014.

Effective November 27, 2013, citing further time and cost required to bring its anticipated product to market, Abbott exercised its right to terminate the Agreement.

We recorded beta-alanine raw material sales and royalty and licensing income as a component of revenue in the amount of \$5.4 million during fiscal 2014 and \$4.8 million during fiscal 2013. These royalty income amounts resulted in royalty expense paid to the original patent holders from whom NAI acquired its patents and patent rights. We recognized royalty expense as a component of cost of goods sold in the amount of \$722,000 during fiscal 2014 and \$604,000 during fiscal 2013.

### *Inventory Reserve*

We operate primarily as a private-label contract manufacturer and build products based upon anticipated demand or following receipt of customer specific purchase orders. From time to time, we build inventory for private-label contract manufacturing customers under a specific purchase order with delivery dates that may subsequently be rescheduled or canceled at the customer's request. We value inventory at the lower of cost or market on an item-by-item basis and establish reserves equal to all or a portion of the related inventory to reflect situations in which the cost of the inventory is not expected to be recovered. This requires us to make estimates regarding the market value of our inventory, including an assessment for excess and obsolete inventory. Once we establish an inventory reserve amount in a fiscal period, the reduced inventory value is maintained until the inventory is sold or otherwise disposed of. In evaluating whether inventory is stated at the lower of cost or market, management considers such factors as the amount of inventory on hand, the estimated time required to sell such inventory, the remaining shelf life and efficacy, the foreseeable demand within a specified time horizon and current and expected market conditions. Based on this evaluation, we record adjustments to cost of goods sold to adjust inventory to its net realizable value. These adjustments are estimates, which could vary significantly, either favorably or unfavorably, from actual requirements if future economic conditions, customer demand or other factors differ from expectations.

*Accounting for Income Taxes*

We account for uncertain tax positions using the more-likely-than-not recognition threshold. Our practice is to recognize interest and/or penalties related to income tax matters in income tax expense. As of June 30, 2014 and June 30, 2013, we had not recorded any tax liabilities for uncertain tax positions.

We estimate income taxes in each of the jurisdictions in which we operate. This process involves estimating our actual current tax exposure, together with assessing temporary differences resulting from differing treatment of items, such as property and equipment depreciation, for tax and financial reporting purposes. Actual income taxes could vary from these estimates due to future changes in income tax law or results from final tax examination reviews.

We record valuation allowances to reduce our deferred tax assets to an amount that we believe is more likely than not to be realized. We consider estimated future taxable income and ongoing prudent and feasible tax planning strategies in assessing the need for a valuation allowance. If we determine that it is more likely than not that we will not realize all or part of our deferred tax assets in the future, we will record an adjustment to the carrying value of the deferred tax asset, which would be reflected as income tax expense. Conversely, if we determine we will realize a deferred tax asset, which currently has a valuation allowance, we will reverse the valuation allowance, which would be reflected as an income tax benefit.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. We will continue to assess the need for a valuation allowance on the deferred tax assets by evaluating both positive and negative evidence that may exist. Any adjustment to the net deferred tax asset valuation allowance would be recorded in the income statement for the period that the adjustment is determined to be required. During fiscal 2014, as a result of changes in California apportionment rules and the state nexus study which was completed during the 3<sup>rd</sup> quarter of fiscal 2014, we determined that \$193,000 of the deferred tax asset for California net operating losses was not more likely than not to be realized. As a result, we have established a valuation allowance on our net deferred tax assets for this amount. We did not record any adjustment to the deferred tax asset valuation allowance during fiscal 2013.

We have not recorded U.S. income tax expense for NAIE's retained earnings that we have declared as indefinitely reinvested offshore, thus reducing our overall income tax expense. The earnings designated as indefinitely reinvested in NAIE are based on the actual deployment of such earnings in NAIE's assets and our expectations of the future cash needs of NAIE and NAI. Income tax laws also are a factor in determining the amount of foreign earnings to be indefinitely reinvested offshore.

We carefully review several factors that influence the ultimate disposition of NAIE's retained earnings declared as reinvested offshore, and apply stringent standards to overcome the presumption of repatriation. Despite this approach, because the determination involves our future plans and expectations of future events, the possibility exists that amounts declared as indefinitely reinvested offshore may ultimately be repatriated. For instance, NAI's actual cash needs may exceed our current expectations or NAIE's actual cash needs may be less than our current expectations. Additionally, changes may occur in tax laws and/or accounting standards that could change our determination of the status of NAIE's retained earnings. This would result in additional income tax expense in the fiscal year in which we determine that amounts are no longer indefinitely reinvested offshore.

On an interim basis, we estimate what our effective tax rate will be for the full fiscal year and record a quarterly income tax provision in accordance with the anticipated annual rate. As the fiscal year progresses, we refine our estimate based upon actual events and earnings by jurisdiction during the year. This continual estimation process periodically results in a change to our expected effective tax rate for the fiscal year. When this occurs, we adjust the income tax provision during the quarter in which the change in estimate occurs so that the year-to-date provision equals the expected annual rate.

*Derivative Financial Instruments*

We may use derivative financial instruments in the management of our foreign currency exchange risk inherent in our forecasted transactions denominated in Euros. We may hedge our foreign currency exposures by entering into offsetting forward exchange contracts and currency options. To the extent we use derivative financial instruments, we account for them using the deferral method, when such instruments are intended to hedge identifiable, firm foreign currency commitments or anticipated transactions and are designated as, and effective as, hedges. Foreign exchange exposures arising from certain transactions that do not meet the criteria for the deferral method are marked-to-market.

We recognize any unrealized gains and losses associated with derivative instruments in income in the period in which the underlying hedged transaction is realized. In the event the derivative instrument is deemed ineffective we would recognize the resulting gain or loss in income at that time. As of June 30, 2014, we held derivative contracts designated as cash flow hedges primarily to protect against the foreign exchange risks inherent in our forecasted sales of products at prices denominated in currencies other than the U.S. Dollar. As of June 30, 2014, the notional amounts of our foreign exchange contracts were \$9.7 million (EUR 7.1 million). These contracts will mature over the next 14 months.

*Allowance for Doubtful Accounts*

We maintain an allowance for doubtful accounts to reflect our estimate of current and past due receivable balances that may not be collected. The allowance for doubtful accounts is based upon our assessment of the collectability of specific customer accounts, the aging of accounts receivable and our history of bad debts. We believe that the allowance for doubtful accounts is adequate to cover anticipated losses in the receivable balance under current conditions. However, significant deterioration in the financial condition of our customers, resulting in an impairment of their ability to make payments, could materially change these expectations and an additional allowance may be required.

*Defined Benefit Pension Plan*

We sponsor a defined benefit pension plan. Effective June 21, 1999, we adopted an amendment to freeze benefit accruals to the participants. The plan obligation and related assets of the plan are presented in the notes to the consolidated financial statements. Plan assets, which consist primarily of marketable equity and debt instruments, are valued based upon third party market quotations. Independent actuaries, through the use of a number of assumptions, determine plan obligation and annual pension expense. Key assumptions in measuring the plan obligation include the discount rate and estimated future return on plan assets. In determining the discount rate, we use an average long-term bond yield. Asset returns are based on the historical returns of multiple asset classes to develop a risk free rate of return and risk premiums for each asset class. The overall rate for each asset class was developed by combining a long-term inflation component, the risk free rate of return and the associated risk premium. A weighted average rate is developed based on the overall rates and the plan's asset allocation.

*Impairment of Assets*

Our policy is to evaluate whether there has been a permanent impairment in the value of long-lived assets when certain events have taken place that indicate the remaining unamortized balance may not be recoverable. When factors indicate that the intangible assets should be evaluated for possible impairment, we use an estimate of related undiscounted cash flows. Factors considered in the valuation include current operating results, trends and anticipated undiscounted future cash flows. We did not recognize any impairment losses during fiscal 2014.

**Results of Operations**

The following table sets forth selected consolidated operating results for each of the last two fiscal years, presented as a percentage of net sales (dollars in thousands).

	<b>Fiscal Year Ended</b>					
	<b>June 30, 2014</b>		<b>June 30, 2013</b>		<b>Increase (Decrease)</b>	
Private-label contract manufacturing	\$ 67,339	91%	\$ 56,672	90%	\$ 10,667	19%
Patent and trademark licensing	5,444	7%	4,799	8%	645	13%
Branded products	1,159	2%	1,326	2%	(167)	(13)%
Total net sales	73,942	100%	62,797	100%	11,145	18%
Cost of goods sold	61,204	83%	50,661	81%	10,543	21%
Gross profit	12,738	17%	12,136	19%	602	5%
Selling, general & administrative expenses	9,961	13%	9,983	16%	(22)	(0)%
Income from operations	2,777	4%	2,153	3%	624	29%
Other expense, net	109	0%	60	0%	49	82%
Income before income taxes	2,668	4%	2,093	3%	575	27%
Provision for income taxes	674	1%	523	1%	151	29%
Net income	<u>\$ 1,994</u>	<u>3%</u>	<u>\$ 1,570</u>	<u>2%</u>	<u>\$ 424</u>	<u>27%</u>

**Fiscal 2014 Compared to Fiscal 2013**

The percentage increase in private-label contract manufacturing net sales was primarily attributed to the following:

	<b>Percentage Change in Net Sales</b>
NSA International, Inc. (NSA)	(6)% <sup>(1)</sup>
Mannatech, Incorporated	1% <sup>(2)</sup>
Other customers, net	24% <sup>(3)</sup>
Total	<u>19%</u>

- 1 The decrease in net sales to NSA International, Inc. for fiscal 2014 included a decrease in international sales of 13.3% and a decline in domestic sales of 9.2%. The decrease in international sales during fiscal 2014 is primarily due to a customer driven inventory reduction program initiated during the first quarter of 2014, decreased demand by NSA's consumers, and lower average EUR exchange rates. NSA's inventory reduction program was substantially completed during our second quarter ended December 31, 2013. The domestic decrease is primarily due to lower average sales prices and lower sales primarily associated with a customer driven packaging reconfiguration that was launched during the first quarter of 2014. This new packaging configuration was completed as of September 30, 2013.
- 2 Net sales to Mannatech, Incorporated increased in fiscal 2014 primarily as a result of higher volumes of established products in existing markets.
- 3 The increase in net sales to other customers was primarily due to sales of new products for new customers and a net increase in sales of existing products for other existing customers.

Net sales from our patent and trademark licensing segment increased 13% during fiscal 2014. During fiscal 2014, patent and trademark licensing sales included \$5.1 million of royalty income, zero direct beta-alanine raw material sales, and \$300,000 of license fees. During fiscal 2013, patent and trademark licensing sales included \$3.8 million of royalty income, \$103,000 of direct beta-alanine raw material sales, and \$913,000 of license fees.

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Consolidated gross profit margin decreased 2.1 percentage points during fiscal 2014 primarily due to the following:

	<b>Percentage Change</b>
<b>Contract manufacturing:</b>	
Shift in sales mix and material cost	(2.0) <sup>(1)</sup>
Overhead expenses	1.4 <sup>(1)</sup>
Incremental direct and indirect labor	(0.7) <sup>(1)</sup>
<b>Patent and trademark licensing</b>	<b>(0.2)<sup>(2)</sup></b>
Branded products	(0.6) <sup>(3)</sup>
<b>Total</b>	<b>(2.1)</b>

- 1 Private-label contract manufacturing gross profit margin as a percentage of consolidated net sales decreased 1.3 percentage points during fiscal 2014 as compared to fiscal 2013. The decrease in gross profit as a percentage of sales was primarily due to lower average sales prices and higher per unit manufacturing costs associated.
- 2 During fiscal 2014, patent and trademark licensing gross profit margin as a percentage of net sales decreased 0.2 percentage points due to patent and trademark revenue representing a lower percentage of net sales year over year..
- 3 Branded products gross profit margin as a percentage of consolidated net sales decreased 0.6 percentage points during fiscal 2014 due primarily to increased inventory write-downs. The inventory write-downs in fiscal 2014 included approximately \$320,000 of inventory write-downs recorded in connection with our decision to discontinue the Dr. Cherry product line.

Selling, general and administrative expenses decreased \$22,000, or 0.2% during fiscal 2014 as compared to fiscal 2013.

Other net expenses increased \$49,000 primarily due to the recognition of non-income tax expense, which included liabilities related to the current and prior years. This was partially offset by favorable foreign currency translation activity.

Our income tax expense increased \$151,000 during fiscal 2014 as compared to fiscal 2013. The increases were attributed to higher pre-tax income as compared to the comparable prior year periods and the recognition of certain discrete tax items, which included (1) an expense to adjust the state deferred tax assets as a result of a change in the estimated state tax rate, (2) an expense to establish a valuation allowance on a portion of the deferred tax asset for the California net operating loss, (3) a net benefit of state taxes as a result of adjusting California apportionment and filing in other states for prior years, and (4) a true-up of the R&D credit claimed on the federal income tax return filed in during fiscal 2014.

### Liquidity and Capital Resources

Our primary sources of liquidity and capital resources are cash flows provided by operating activities and the availability of borrowings under our credit facilities. Net cash provided by operating activities was \$5.3 million in fiscal 2014 compared to net cash provided by operating activities of \$4.5 million in fiscal 2013.

Net income increased by \$424,000 to \$2.0 million during fiscal 2014 as compared to net income of \$1.6 million in the prior fiscal year. At June 30, 2014, changes in accounts receivable, consisting primarily of amounts due from our private-label contract manufacturing customers and our patent and trademark licensing activities, used \$268,000 in cash compared to providing \$2.0 million in fiscal 2013. The decrease in cash provided by accounts receivable during fiscal 2014 was primarily due to the collection of amounts due from sales of beta-alanine raw materials during fiscal 2013 with no such corresponding activity in fiscal 2014 along with timing of sales year over year. The average number of days our accounts receivable were outstanding was 33 days during fiscal 2014, as compared to 45 days for fiscal 2013. Changes in income taxes used \$212,000 in cash during fiscal 2014 as compared to providing \$184,000 in fiscal 2013. The change in cash flow activity related to taxes is primarily due to the collection of income tax receivable in fiscal 2013 with no such collections in fiscal 2014.

Increases in inventory used \$2.8 million in cash during fiscal 2014 compared to using \$1.7 million in fiscal 2013. The increase in inventory in fiscal 2014 primarily related to the build-up of inventory due to increased demand and the timing of inventory shipments and receipts.

Approximately \$1.6 million of our operating cash flow was generated by NAIE in fiscal 2014. As of June 30, 2014, NAIE's undistributed retained earnings of \$12.9 million were considered indefinitely reinvested.



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Cash used in investing activities in fiscal 2014 was \$2.5 million compared to \$1.6 million in fiscal 2013. Capital expenditures were \$2.7 million during fiscal 2014 compared to \$1.6 million in fiscal 2013. Capital expenditures during fiscal 2014 and fiscal 2013 were primarily for manufacturing equipment in our Vista, California and Manno, Switzerland facilities.

At June 30, 2014 and June 30, 2013, on a consolidated basis, we had no outstanding debt balances.

On December 16, 2010, we executed a Credit Agreement (Credit Agreement) with Wells Fargo Bank, National Association. This Credit Agreement replaced our previous credit facility and provides us with a line of credit of up to \$5.0 million. The line of credit may be used to finance working capital requirements. In consideration for granting the line of credit and each subsequent extension amendment, we pay an annual commitment fee of \$12,500. There are no amounts currently drawn under the line of credit.

Under the terms of the Credit Agreement, borrowings are subject to eligibility requirements including maintaining (i) net income after taxes of not less than \$750,000 on a trailing four quarter basis as of the end of each calendar quarter beginning with the four quarter period ended December 31, 2010; and (ii) a ratio of total liabilities to tangible net worth of not greater than 1.25 to 1.0 at any time. Any amounts outstanding under the line of credit will bear interest at a fixed or fluctuating interest rate as elected by NAI from time to time; provided, however, that if the outstanding principal amount is less than \$100,000 such amount shall bear interest at the then applicable fluctuating rate of interest. If elected, the fluctuating rate per annum would be equal to 2.75% above the daily one month LIBOR rate as in effect from time to time. If a fixed rate is elected, it would equal a per annum rate of 2.50% above the LIBOR rate in effect on the first day of the applicable fixed rate term. Any amounts outstanding under the line of credit must be paid in full on or before November 1, 2015; provided, however, that we must maintain a zero balance on advances under the line of credit for a period of at least 30 consecutive days during each fiscal year. Amounts outstanding that are subject to a fluctuating interest rate may be prepaid at any time without penalty. Amounts outstanding that are subject to a fixed interest rate may be prepaid at any time in minimum amounts of \$100,000, subject to a prepayment fee equal to the sum of the discounted monthly differences for each month from the month of prepayment through the month in which the then applicable fixed rate term matures.

Our obligations under the Credit Agreement are secured by our accounts receivable and other rights to payment, general intangibles, inventory, equipment and fixtures. We also have a foreign exchange facility with Wells Fargo in effect until November 1, 2014, and with Bank of America, N.A. in effect until August 15, 2015.

On June 30, 2014, we were in compliance with all of the financial and other covenants required under the Credit Agreement.

On September 22, 2006, NAIE, our wholly owned subsidiary, entered into a credit facility with Credit Suisse to provide NAIE with a credit line of up to CHF 1.3 million, or approximately \$1.5 million, which was the initial maximum aggregate amount that could be outstanding at any one time under the credit facility. This maximum amount is reduced annually by CHF 160,000, or approximately \$179,000. On February 19, 2007, NAIE amended its credit facility to provide that the maximum aggregate amount that may be outstanding under the facility cannot be reduced below CHF 500,000, or approximately \$561,000. As of June 30, 2014, there was no outstanding balance under this credit facility.

Under its credit facility, NAIE may draw amounts either as current account loan credits to its current or future bank accounts or as fixed loans with a maximum term of 24 months. Current account loans will bear interest at the rate of 5% per annum. Fixed loans will bear interest at a rate determined by the parties based on current market conditions and must be repaid pursuant to a repayment schedule established by the parties at the time of the loan. If a fixed loan is repaid early at NAIE's election or in connection with the termination of the credit facility, NAIE will be charged a pre-payment penalty equal to 0.1% of the principal amount of the fixed loan or CHF 1,000 (approximately \$1,122), whichever is greater. The bank reserves the right to refuse individual requests for an advance under the credit facility, although its exercise of such right will not have the effect of terminating the credit facility as a whole.

As of June 30, 2014, we had \$19.5 million in cash and cash equivalents and \$5.6 million available under our credit facilities. Of these amounts, \$7.8 million of cash and cash equivalents and \$561,000 of the amount available under our credit facilities were held by NAIE. Our intent is to permanently reinvest all of our earnings from foreign operations, and we do not currently anticipate that we will need funds generated from foreign operations to fund our domestic operations. In the event funds from foreign operations are needed to fund our U.S. operations, we may be required to accrue and pay additional U.S. taxes to repatriate any such funds. Overall, we believe our available cash, cash equivalents and potential cash flows from operations will be sufficient to fund our current working capital needs and capital expenditures through at least the next 12 months.

### **Off-Balance Sheet Arrangements**

As of June 30, 2014, we did not have any significant off-balance sheet debt nor did we have any transactions, arrangements, obligations (including contingent obligations) or other relationships with any unconsolidated entities or other persons that have or are reasonably likely to have a material current or future effect on our financial condition, changes in financial condition, results of operations, liquidity, capital expenditures, capital resources, or significant components of revenue or expenses material to investors.

**Inflation**

During fiscal 2013 and 2014, we did not experience any significant increases in product raw material or operational costs due to inflationary factors. We currently believe increasing raw material and product cost pricing pressures will exist throughout fiscal 2015 as a result of limited supplies of various ingredients, including beta-alanine, and the effects of higher labor and transportation costs. We do not believe current inflation rates will have a material impact on our future operations or profitability.

**Recent Accounting Pronouncements**

A discussion of recent accounting pronouncements is included under Note A in the notes to our consolidated financial statements included under Item 8 of this report.

**ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

As a smaller reporting company, we are not required to provide Item 7A disclosure in this Annual Report.

**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

**Report of Independent Registered Public Accounting Firm**

The Board of Directors and Stockholders  
Natural Alternatives International, Inc.

We have audited the accompanying consolidated balance sheets of Natural Alternatives International, Inc. as of June 30, 2014 and 2013, and the related consolidated statements of operations and comprehensive income, stockholders' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Natural Alternatives International, Inc. at June 30, 2014 and 2013, and the consolidated results of its operations and its cash flows for the years then ended, in conformity with U.S. generally accepted accounting principles.

/s/ Ernst & Young LLP

San Diego, California  
September 25, 2014

**Natural Alternatives International, Inc.**  
**Consolidated Balance Sheets**  
**As of June 30**  
**(Dollars in thousands, except share and per share data)**

	<u>2014</u>	<u>2013</u>
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 19,512	\$ 16,697
Accounts receivable – less allowance for doubtful accounts of \$94 at June 30, 2014 and \$144 at June 30, 2013	6,835	6,605
Inventories, net	12,840	10,035
Deferred income taxes	344	609
Income tax receivable	228	160
Prepays and other current assets	1,144	1,217
Total current assets	<u>40,903</u>	<u>35,323</u>
Property and equipment, net	8,811	9,205
Deferred income taxes	1,593	1,527
Other noncurrent assets, net	951	585
Total assets	<u>\$ 52,258</u>	<u>\$ 46,640</u>
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Accounts payable	\$ 6,418	\$ 3,539
Accrued liabilities	1,565	1,130
Accrued compensation and employee benefits	1,238	807
Income taxes payable	379	466
Total current liabilities	<u>9,600</u>	<u>5,942</u>
Long-term pension liability	183	134
Deferred rent	37	225
Total liabilities	<u>9,820</u>	<u>6,301</u>
Commitments and contingencies		
Stockholders' equity:		
Preferred stock; \$.01 par value; 500,000 shares authorized; none issued or outstanding	—	—
Common stock; \$.01 par value; 20,000,000 shares authorized at June 30, 2014 and June 30, 2013, issued and outstanding (net of treasury shares) 6,997,754 at June 30, 2014 and 6,914,555 at June 30, 2013	74	73
Additional paid-in capital	19,865	19,662
Accumulated other comprehensive loss	(469)	(430)
Retained earnings	25,661	23,667
Treasury stock, at cost, 515,923 shares at June 30, 2014 and 494,122 at June 30, 2013	(2,693)	(2,633)
Total stockholders' equity	<u>42,438</u>	<u>40,339</u>
Total liabilities and stockholders' equity	<u>\$ 52,258</u>	<u>\$ 46,640</u>

*See accompanying notes to consolidated financial statements.*

**Natural Alternatives International, Inc.**  
**Consolidated Statements Of Operations And Comprehensive Income**  
**For the Years Ended June 30**  
**(Dollars in thousands, except share and per share data)**

	2014	2013
Net sales	\$ 73,942	\$ 62,797
Cost of goods sold	61,204	50,661
Gross profit	12,738	12,136
Selling, general & administrative expenses	9,961	9,983
Income from operations	2,777	2,153
Other income (expense):		
Interest income	34	45
Interest expense	(11)	(19)
Foreign exchange loss	(29)	(86)
Other, net	(103)	—
	(109)	(60)
Income before income taxes	2,668	2,093
Provision for income taxes	674	523
Net income	\$ 1,994	\$ 1,570
Change in minimum pension liability, net of tax	(20)	(95)
Unrealized loss resulting from change in fair value of derivative instruments, net of tax	(19)	(434)
Comprehensive income	\$ 1,955	\$ 1,041
Net income per common share:		
Basic	\$ 0.29	\$ 0.23
Diluted	\$ 0.29	\$ 0.23
Weighted average common shares outstanding:		
Basic	6,820,466	6,869,224
Diluted	6,864,216	6,884,966

*See accompanying notes to consolidated financial statements.*

**Natural Alternatives International, Inc.**  
**Consolidated Statements Of Stockholders' Equity**  
**For the Years Ended June 30**  
**(Dollars in thousands)**

	Common Stock		Additional Paid-in Capital	Retained Earnings	Treasury Stock		Accumulated Other Comprehensive Income (Loss)	Total
	Shares	Amount			Shares	Amount		
Balance, June 30, 2012	7,300,677	\$ 72	\$ 19,530	\$ 22,097	361,990	\$ (1,930)	\$ 99	\$ 39,868
Issuance of common stock for stock option exercises	10,000	—	37	—	—	—	—	37
Issuance of common stock for restricted stock grants	98,000	1	(1)	—	—	—	—	—
Compensation expense related to stock compensation plans	—	—	202	—	—	—	—	202
Repurchase of common stock	—	—	—	—	132,132	(703)	—	(703)
Tax effect of stock compensation	—	—	(106)	—	—	—	—	(106)
Change in minimum pension liability, net of tax	—	—	—	—	—	—	(95)	(95)
Unrealized loss resulting from change in fair value of derivative instruments, net of tax	—	—	—	—	—	—	(434)	(434)
Net income	—	—	—	1,570	—	—	—	1,570
Balance, June 30, 2013	7,408,677	73	19,662	23,667	494,122	(2,633)	(430)	40,339
Issuance of common stock for restricted stock grants	105,000	1	(1)	—	—	—	—	—
Compensation expense related to stock compensation plans	—	—	235	—	—	—	—	235
Repurchase of common stock	—	—	—	—	21,801	(60)	—	(60)
Tax effect of stock compensation	—	—	(31)	—	—	—	—	(31)
Change in minimum pension liability, net of tax	—	—	—	—	—	—	(20)	(20)
Unrealized loss resulting from change in fair value of derivative instruments, net of tax	—	—	—	—	—	—	(19)	(19)
Net income	—	—	—	1,994	—	—	—	1,994
Balance, June 30, 2014	7,513,677	\$ 74	\$ 19,865	\$ 25,661	515,923	\$ (2,693)	\$ (469)	\$ 42,438

*See accompanying notes to consolidated financial statements.*

**Natural Alternatives International, Inc.**  
**Consolidated Statements Of Cash Flows**  
**For the Years Ended June 30**  
**(in thousands)**

	2014	2013
<b>Cash flows from operating activities</b>		
Net income	\$ 1,994	\$ 1,570
Adjustments to reconcile net income to net cash provided by operating activities:		
Provision for uncollectible accounts receivable	38	114
Depreciation and amortization	2,905	3,036
Deferred income taxes	199	34
Non-cash compensation	235	202
Pension expense	70	65
Gain on disposal of assets	(23)	(9)
Changes in operating assets and liabilities:		
Accounts receivable	(268)	2,032
Inventories	(2,805)	(1,680)
Prepays and other assets	(329)	298
Accounts payable and accrued liabilities	3,112	(852)
Income taxes	(212)	184
Accrued compensation and employee benefits	431	(524)
Net cash provided by operating activities	<u>5,347</u>	<u>4,470</u>
<b>Cash flows from investing activities</b>		
Purchases of property and equipment	(2,679)	(1,621)
Proceeds from sale of property & equipment	207	36
Net cash used in investing activities	<u>(2,472)</u>	<u>(1,585)</u>
<b>Cash flows from financing activities</b>		
Issuance of common stock	—	37
Repurchase of common stock	(60)	(703)
Net cash used in financing activities	<u>(60)</u>	<u>(666)</u>
Net increase in cash and cash equivalents	2,815	2,219
Cash and cash equivalents at beginning of year	16,697	14,478
Cash and cash equivalents at end of year	<u>\$ 19,512</u>	<u>\$ 16,697</u>
<b>Supplemental disclosures of cash flow information</b>		
Cash paid during the year for:		
Taxes	\$ 718	\$ 335
Interest	\$ 13	\$ 13
Disclosure of non-cash activities:		
Change in minimum pension liability, net of tax	\$ 20	\$ 95
Change in unrealized gain resulting from change in fair value of derivative instruments, net of tax	\$ 19	\$ 434
Fixed assets in accounts payable	\$ 41	\$ 25

*See accompanying notes to consolidated financial statements.*

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### A. Organization and Summary of Significant Accounting Policies

#### Organization

We provide private-label contract manufacturing services to companies that market and distribute vitamins, minerals, herbs, and other nutritional supplements, as well as other health care products, to consumers both within and outside the U.S. We also seek to commercialize our patent and trademark estate related to the ingredient known as beta-alanine through various license and similar arrangements.

#### Subsidiaries

On January 22, 1999, Natural Alternatives International Europe S.A. (NAIE) was formed as our wholly owned subsidiary, based in Manno, Switzerland. In September 1999, NAIE opened its manufacturing facility and possesses manufacturing capability in encapsulation, powders, tablets, finished goods packaging, quality control laboratory testing, warehousing, distribution and administration.

#### Principles of Consolidation

The consolidated financial statements include the accounts of Natural Alternatives International, Inc. (NAI) and our wholly owned subsidiary, NAIE. All intercompany accounts and transactions have been eliminated. The functional currency of NAIE, our foreign subsidiary, is the U.S. Dollar. The financial statements of NAIE have been translated at either current or historical exchange rates, as appropriate, with gains and losses included in the consolidated statements of operations.

#### Reclassifications

Certain items previously reported in our prior years' consolidated financial statements have been reclassified to conform with the current year presentation. The reclassification relates to the classification of certain operating expenses from our NAIE operations previously classified as cost of goods sold, which are now being classified as part of selling, general & administrative expenses. This reclassification was made to reflect the change in operational activity of NAIE, which has historically been primarily a manufacturing specific operation but is now transitioning to perform additional selling and administrative functions. The reclassified amount relating to fiscal 2013 totaled \$386,000. This reclassification had no effect on previously reported total assets, stockholders' equity, or net income.

#### Recent Accounting Pronouncements

In July 2013, the Financial Accounting Standards Board (the FASB) issued guidance on the presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. This amendment to previous income tax guidance clarifies that an unrecognized tax benefit, or a portion of an unrecognized tax benefit, should be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward if such settlement is required or expected in the event the uncertain tax benefit is disallowed. In situations where a net operating loss carryforward, a similar tax loss, or a tax credit carryforward is not available at the reporting date under the tax law of the applicable jurisdiction or the tax law of the jurisdiction does not require, and the entity does not intend to use, the deferred tax asset for such purpose, the unrecognized tax benefit should be presented in the financial statements as a liability and should not be netted with the deferred tax asset. These amendments are effective for fiscal years, and interim periods within those years, beginning after December 15, 2013. Early adoption is permitted. The amendments should be applied prospectively to all unrecognized tax benefits that exist at the effective date. Retrospective application is permitted. We adopted Accounting Standard Update 2013-11 during our third quarter of fiscal 2014 and there was not significant impact to our consolidated financial statements as a result of our adoption of this amendment.

In May 2014, the FASB issued Accounting Standards Update No. 2014-09, Revenue from Contracts with Customers (Topic 606) (ASU 2014-09), which amends the existing accounting standards for revenue recognition. ASU 2014-09 is based on principles that govern the recognition of revenue at an amount an entity expects to be entitled when products are transferred to customers. ASU 2014-09 will be effective for us beginning in our first quarter of fiscal 2018. Early adoption is not permitted. The new revenue standard may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of adoption. We are currently evaluating the impact of adopting the new revenue standard on its consolidated financial statements and whether it will be adopted retrospectively to each period presented or with the cumulative effect as of the date of adoption.

#### Cash and Cash Equivalents

We consider all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.



## **Fair Value of Financial Instruments**

Fair value is defined as the exchange price that would be received to sell an asset or paid to transfer a liability (i.e., the “exit price”) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. We use a three-level hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability based on market data obtained from independent sources. Unobservable inputs are inputs that reflect our assumptions about the inputs that market participants would use in pricing the asset or liability and are developed based on the best information available under the circumstances.

The fair value hierarchy is broken down into three levels based on the source of inputs. In general, fair values determined by Level 1 inputs use quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company has the ability to access. We classify cash, cash equivalents, and marketable securities balances as Level 1 assets. Fair values determined by Level 2 inputs are based on quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active and models for which all significant inputs are observable or can be corroborated, either directly or indirectly by observable market data. Level 3 inputs are unobservable inputs for the asset or liability, and include situations where there is little, if any, market activity for the asset or liability. These include certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

As of June 30, 2014 and June 30, 2013, we did not have any financial assets or liabilities classified as Level 1, except for assets related to our pension plan. We classify derivative forward exchange contracts as Level 2 assets. The fair value of our forward exchange contracts as of June 30, 2014 was a net liability of \$24,000 and the value as of June 30, 2013 was a net asset of \$95,000. The fair values were determined based on obtaining pricing from our bank and corroborating those values with a third party bank. As of June 30, 2014 and June 30, 2013, we did not have any financial assets or liabilities classified as Level 3. We did not transfer any assets or liabilities between any levels during fiscal 2014.

## **Accounts Receivable**

We perform ongoing credit evaluations of our customers and adjust credit limits based on payment history and customer credit-worthiness. An allowance for estimated doubtful accounts is maintained based on historical experience and identified customer credit issues. We monitor collections regularly and adjust the allowance for doubtful accounts as necessary to recognize any changes in credit exposure. Upon conclusion that a receivable is uncollectible, we record the respective amount as a charge against allowance for doubtful accounts. To date, such doubtful accounts reserves, in the aggregate, have been adequate to cover collection losses.

## **Inventories**

We operate primarily as a private-label contract manufacturer that builds products based upon anticipated demand or following receipt of customer specific purchase orders. From time to time, we build inventory for private-label contract manufacturing customers under a specific purchase order with delivery dates that may subsequently be rescheduled or canceled at the customer’s request. We value inventory at the lower of cost (first-in, first-out) or market (net realizable value) on an item-by-item basis, including costs for raw materials, labor and manufacturing overhead. We establish reserves equal to all or a portion of the related inventory to reflect situations in which the cost of the inventory is not expected to be recovered. This requires us to make estimates regarding the market value of our inventory, including an assessment for excess and obsolete inventory. Once we establish an inventory reserve in a fiscal period, the reduced inventory value is maintained until the inventory is sold or otherwise disposed of. In evaluating whether inventory is stated at the lower of cost or market, management considers such factors as the amount of inventory on hand, the estimated time required to sell such inventory, the remaining shelf life and efficacy, the foreseeable demand within a specified time horizon and current and expected market conditions. Based on this evaluation, we record adjustments to cost of goods sold to adjust inventory to its net realizable value.

## **Property and Equipment**

We state property and equipment at cost. Depreciation of property and equipment is provided using the straight-line method over their estimated useful lives, generally ranging from 1 to 39 years. We amortize leasehold improvements using the straight-line method over the shorter of the life of the improvement or the term of the lease. Maintenance and repairs are expensed as incurred. Significant expenditures that increase economic useful lives are capitalized.

## **Impairment of Long-Lived Assets**

We periodically evaluate the carrying value of long-lived assets to be held and used when events and circumstances indicate that the carrying amount of an asset may not be recovered. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell. We did not recognize any impairment losses during fiscal 2014 or fiscal 2013.

## **Derivative Financial Instruments**

We currently may use derivative financial instruments in the management of our foreign currency exchange risk inherent in our forecasted transactions denominated in Euros. We may hedge our foreign currency exposures by entering into offsetting forward exchange contracts and currency options. To the extent we use derivative financial instruments, we account for them using the deferral method, when such instruments are intended to hedge identifiable, firm foreign currency commitments or anticipated transactions and are designated as, and effective as, hedges. Foreign exchange exposures arising from certain transactions that do not meet the criteria for the deferral method are marked-to-market through the Consolidated Statements of Operations and Comprehensive Income.

We recognize any unrealized gains and losses associated with derivative instruments in income in the period in which the underlying hedged transaction is realized. In the event the derivative instrument is deemed ineffective we would recognize the resulting gain or loss in income at that time. As of June 30, 2014, we held derivative contracts designated as cash flow hedges primarily to protect against the foreign exchange risks inherent in our forecasted sales of products at prices denominated in currencies other than the U.S. Dollar. As of June 30, 2014, the notional amounts of our foreign exchange contracts were \$9.7 million (EUR 7.1 million). These contracts will mature over the next 14 months.

## **Defined Benefit Pension Plan**

We sponsor a defined benefit pension plan. Effective June 21, 1999, we adopted an amendment to freeze benefit accruals to the participants. The plan obligation and related assets of the plan are presented in the notes to the consolidated financial statements. Plan assets, which consist primarily of marketable equity and debt instruments, are valued based upon third party market quotations. Independent actuaries, through the use of a number of assumptions, determine plan obligation and annual pension expense. Key assumptions in measuring the plan obligation include the discount rate and estimated future return on plan assets. In determining the discount rate, we use an average long-term bond yield. Asset returns are based on the historical returns of multiple asset classes to develop a risk free rate of return and risk premiums for each asset class. The overall rate for each asset class was developed by combining a long-term inflation component, the risk free rate of return and the associated risk premium. A weighted average rate is developed based on the overall rates and the plan's asset allocation.

## **Revenue Recognition**

To recognize revenue, four basic criteria must be met: 1) there is evidence that an arrangement exists; 2) delivery has occurred; 3) the fee is fixed or determinable; and 4) collectability is reasonably assured. Revenue from sales transactions where the buyer has the right to return the product is recognized at the time of sale only if (a) the seller's price to the buyer is substantially fixed or determinable at the date of sale; (b) the buyer has paid the seller, or the buyer is obligated to pay the seller and the obligation is not contingent on resale of the product; (c) the buyer's obligation to the seller would not be changed in the event of theft or physical destruction or damage of the product; (d) the buyer acquiring the product for resale has economic substance apart from that provided by the seller; (e) the seller does not have significant obligations for future performance to directly bring about resale of the product by the buyer; and (f) the amount of future returns can be reasonably estimated. We recognize revenue upon determination that all criteria for revenue recognition have been met. The criteria are usually met at the time title passes to the customer, which usually occurs upon shipment. Revenue from shipments where title passes upon delivery is deferred until the shipment has been delivered.

We record reductions to gross revenue for estimated returns of private label contract manufacturing products and branded products. The estimated returns are based on the trailing six months of private label contract manufacturing gross sales and our historical experience for both private label contract manufacturing and branded product returns. However, the estimate for product returns does not reflect the impact of a potential large product recall resulting from product nonconformance or other factors as such events are not predictable nor is the related economic impact estimable.

We followed the provisions of ASU No. 2009-13 for all multiple element agreements. Under this guidance, the delivered item(s) has value to the customer on a standalone basis and, if the arrangement includes a general right of return relative to the delivered item, delivery or performance of the undelivered item(s) is considered probable and substantially in our control.

A delivered item is considered a separate unit of accounting when the delivered item has value to the partner on a standalone basis based on the consideration of the relevant facts and circumstances for each arrangement. Arrangement consideration is allocated at the inception of the agreement to all identified units of accounting based on their relative selling price. The relative selling price for each deliverable is determined using vendor specific objective evidence, or VSOE, of selling price or third-party evidence of selling price if VSOE does not exist. If neither VSOE nor third-party evidence of selling price exists, we use our best estimate of the selling price for the deliverable. The amount of allocable arrangement consideration is limited to amounts that are fixed or determinable. The consideration received is allocated among the separate units of accounting, and the applicable revenue recognition criteria are applied to each of the separate units. Changes in the allocation of the sales price between delivered and undelivered elements can impact revenue recognition but do not change the total revenue recognized under any agreement. If facts and circumstances dictate that a deliverable has standalone value from the undelivered items, the deliverable is identified as a separate unit of accounting and the amounts allocated to the deliverable are recognized upon the delivery of the deliverable, assuming the other revenue recognition criteria have been met. However, if the amounts allocated to the deliverable through the relative selling price allocation exceed the upfront fee, the amount recognized upon the delivery of the deliverable is limited to the upfront fee received. If facts and circumstances dictate that the deliverable does not have standalone value, the transaction price, including any upfront fee payments received, are allocated to the identified separate units of accounting and recognized as those items are delivered and accepted.

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In addition, we enter into arrangements that provide for milestone payments upon contractually stated events. Under the Milestone Method, we recognize consideration that is contingent upon the achievement of a milestone in its entirety as revenue in the period in which the milestone is achieved only if the milestone is substantive in its entirety. A milestone is considered substantive when it meets all of the following three criteria: 1) The consideration is commensurate with either the entity's performance to achieve the milestone or the enhancement of the value of the delivered item(s) as a result of a specific outcome resulting from the entity's performance to achieve the milestone, 2) The consideration relates solely to past performance, and 3) The consideration is reasonable relative to all of the deliverables and payment terms within the arrangement. A milestone is defined as an event (i) that can only be achieved based in whole or in part on either the entity's performance or on the occurrence of a specific outcome resulting from the entity's performance, (ii) for which there is substantive uncertainty at the date the arrangement is entered into that the event will be achieved and (iii) that would result in additional payments being due to us.

We currently own certain U.S. patents, and each patent's corresponding foreign patent applications. All of these patents and patent rights relate to the ingredient known as beta-alanine marketed and sold under the CamoSyn® trade name. We have sold this ingredient to a customer and, since March 2009, we have had an agreement with Compound Solutions, Inc. (CSI) under which we have agreed to grant a license of certain of our patent rights to customers of CSI who purchase beta-alanine from CSI. Before October 1, 2011, we received a fee from CSI that varied based on the amount of net sales of beta-alanine sold by CSI less CSI's costs and other agreed upon expenses. As of October 1, 2011, we receive a fee from CSI that varies based on the quantity of beta-alanine sold by CSI and the source of such beta-alanine. Our latest license agreement further provides CSI with a license to certain of our patent rights.

In June 2011, we entered into a license and supply agreement (Agreement) with Abbott Laboratories (Abbott) under which we agreed to grant an exclusive license to Abbott for the use of beta-alanine in certain medical foods and medical nutritional. Under the terms of the agreement, Abbott paid an initial license fee of \$300,000, an additional fee of \$300,000 in January 2012, and upon achievement of certain milestones, an additional license fee of \$150,000 was paid on October 3, 2012. The license and supply agreement provided Abbott with the right to terminate the agreement at any time up to March 31, 2012, at which time, if not terminated, Abbott was required to pay \$4.3 million payable over six annual payments with the initial installment payment of \$708,334 due March 31, 2012. We have determined that each of the milestone payments meets the definition of a milestone in accordance with the milestone method of revenue recognition.

In February 2012 and June 2012, we amended the Agreement and extended Abbott's termination rights initially through July 31, 2012 and then further through October 31, 2012 in exchange for two payments of \$354,167 each by Abbott to NAI. Abbott made the first payment on March 13, 2012 and the second payment on July 12, 2012. In October 2012, the Agreement was amended for a third time. Unless earlier terminated by Abbott, the amendment requires Abbott to pay to NAI (i) upon earlier of achievement of certain milestones or December 1, 2012, additional license fees of \$204,167; (ii) upon earlier of achievement of certain milestones or June 1, 2013, additional license fees of \$204,167; (iii) upon earlier of achievement of certain milestones or July 1, 2013, additional license fees of \$150,000; (iv) upon earlier of achievement of certain milestones or December 1, 2013, additional license fees of \$150,000; and (v) approximately \$2.8 million payable over four annual payments beginning on March 31, 2014. The payment noted in (i) was collected in December 2012, the payment noted in (ii) was collected in May 2013, the payment noted in (iii) was collected in July 2013 and the payment noted in (iv) was collected in January 2014.

Effective November 27, 2013, citing further time and cost required to bring its anticipated product to market, Abbott exercised its right to terminate the Agreement.

We recorded beta-alanine raw material sales and royalty and licensing income as a component of revenue in the amount of \$5.4 million during fiscal 2014 and \$4.8 million during fiscal 2013. These royalty income amounts resulted in royalty expense paid to the original patent holders from whom NAI acquired its patents and patent rights. We recognized royalty expense as a component of cost of goods sold in the amount of \$722,000 during fiscal 2014 and \$604,000 during fiscal 2013.

### **Cost of Goods Sold**

Cost of goods sold includes raw material, labor, manufacturing overhead, and royalty expense.

### **Shipping and Handling Costs**

We include fees earned on the shipment of our products to customers in sales and include costs incurred on the shipment of product to customers in costs of goods sold.

### **Research and Development Costs**

As part of the services we provide to our private-label contract manufacturing customers, we may perform, but are not obligated to perform, certain research and development activities related to the development or improvement of their products. While our customers typically do not pay directly for this service, the cost of this service is included as a component of the price we charge to manufacture and deliver their products.

Research and development costs are expensed when incurred. Our research and development expenses for the last two fiscal years ended June 30 were \$948,000 for 2014 and \$1.2 million for 2013. These costs were included in selling, general and administrative expenses and cost of goods sold.

### **Advertising Costs**

We expense the production costs of advertising the first time the advertising takes place. We incurred and expensed advertising costs in the amount of \$131,000 during the fiscal year ended June 30, 2014 and \$215,000 during fiscal 2013. These costs were included in selling, general and administrative expenses.

### **Income Taxes**

We account for income taxes using the asset and liability method. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using enacted tax rates, for each of the jurisdictions in which we operate, expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in operations in the period that includes the enactment date.

We account for uncertain tax positions using the more-likely-than-not recognition threshold. Our practice is to recognize interest and/or penalties related to income tax matters in income tax expense. As of June 30, 2014 and June 30, 2013, we had not recorded any tax liabilities for uncertain tax positions.

We record valuation allowances to reduce our deferred tax assets to an amount that we believe is more likely than not to be realized. We consider estimated future taxable income and ongoing prudent and feasible tax planning strategies in assessing the need for a valuation allowance. If we determine that it is more likely than not that we will not realize all or part of our deferred tax assets in the future, we will record an adjustment to the carrying value of the deferred tax asset, which would be reflected as income tax expense. Conversely, if we determine we will realize a deferred tax asset, which currently has a valuation allowance, we will reverse the valuation allowance, which would be reflected as an income tax benefit.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. We will continue to assess the need for a valuation allowance on the deferred tax assets by evaluating both positive and negative evidence that may exist. Any adjustment to the net deferred tax asset valuation allowance would be recorded in the income statement for the period that the adjustment is determined to be required. During fiscal 2014, as a result of changes in California apportionment rules and the state nexus study which was completed during the 3<sup>rd</sup> quarter of fiscal 2014, we determined that \$193,000 of the deferred tax asset for California net operating losses was not more likely than not to be realized. As a result, we have established a valuation allowance on our net deferred tax assets for this amount. We did not record any adjustment to the net deferred tax asset valuation allowance during fiscal 2013.

We are subject to taxation in the U.S., Switzerland and various state jurisdictions. Our tax years for the fiscal year ended June 30, 2009 and forward are subject to examination by the U.S. tax authorities and our years for the fiscal year ended June 30, 2007 and forward are subject to examination by the state tax authorities. Our tax years for the fiscal year ended June 30, 2013 and forward are subject to examination by the Switzerland tax authorities.

We do not record U.S. income tax expense for NAIE's retained earnings that are declared as indefinitely reinvested offshore, thus reducing our overall income tax expense. The amount of earnings designated as indefinitely reinvested in NAIE is based on the actual deployment of such earnings in NAIE's assets and our expectations of the future cash needs of our U.S. and foreign entities. Income tax laws are also a factor in determining the amount of foreign earnings to be indefinitely reinvested offshore.

## **Stock-Based Compensation**

We have an omnibus incentive plan that was approved by our Board of Directors effective as of October 15, 2009 and approved by our stockholders at the Annual Meeting of Stockholders held on November 30, 2009. Under the plan, we may grant nonqualified and incentive stock options and other stock-based awards to employees, non-employee directors and consultants. Our prior equity incentive plan was terminated effective as of November 30, 2009.

We estimate the fair value of stock option awards at the date of grant using the Black-Scholes option valuation model. The Black-Scholes option valuation model was developed for use in estimating the fair value of traded options that have no vesting restrictions and are fully transferable. Option valuation models require the input of highly subjective assumptions. Black-Scholes uses assumptions related to volatility, the risk-free interest rate, the dividend yield (which we assume to be zero, as we have not paid any cash dividends) and employee exercise behavior. Expected volatilities used in the model are based on the historical volatility of our stock price. The risk-free interest rate is derived from the U.S. Treasury yield curve in effect in the period of grant. The expected life of stock option grants is derived from historical experience. The fair value of restricted stock shares granted is based on the market price of our common stock on the date of grant. We amortize the estimated fair value of our stock awards to expense over the related vesting periods.

The Company did not grant any options during fiscal 2014 or 2013.

We did not have any options exercised during fiscal 2014. The aggregate intrinsic value of option awards exercised was \$24,500 during fiscal 2013. All remaining outstanding stock options are fully vested and all related compensation cost was fully recognized at June 30, 2014. The total fair value of options vested during the fiscal year ended June 30, 2014 was \$121,000. The total fair value of options vested during the fiscal year ended June 30, 2013 was \$148,000.

During fiscal 2013 we granted a total of 98,000 restricted stock shares to the members of our Board of Directors and certain key members of our management team pursuant to our 2009 Omnibus Incentive plan. Each restricted share will vest over three years and these shares cannot be sold or otherwise transferred and the rights to receive dividends, if declared by our Board of Directors, are forfeitable until the shares become vested. During the three months ended September 30, 2013, 10,000 of these shares were forfeited due to the termination of employment of one of the grantees. On March 7, 2014 we granted 105,000 restricted stock shares to the members of our Board of Directors and certain key members of our management team pursuant to our 2009 Omnibus Incentive plan. These restricted stock grants will vest over three years and cannot be sold or otherwise transferred and the rights to receive dividends, if declared by our Board of Directors, are forfeitable until the shares become vested. There were 29,720 vested restricted stock shares as of June 30, 2014 and there no vested restricted stock shares as of June 30, 2013. The total remaining unrecognized compensation cost related to unvested restricted stock shares amounted to \$757,000 at June 30, 2014 and the weighted average remaining requisite service period of unvested restricted stock shares was 2.3 years. The weighted average fair value of restricted stock shares granted during fiscal 2014 was \$5.56. The weighted average fair value of restricted stock shares granted during fiscal 2013 was \$4.74.

## **Use of Estimates**

Our management has made a number of estimates and assumptions relating to the reporting of assets and liabilities, revenue and expenses, and the disclosure of contingent assets and liabilities to prepare these consolidated financial statements in conformity with GAAP. Actual results could differ from those estimates.

### Net Income per Common Share

We compute basic net income per common share using the weighted average number of common shares outstanding during the period, and diluted net income per common share using the additional dilutive effect of all dilutive securities. The dilutive impact of stock options and restricted shares account for the additional weighted average shares of common stock outstanding for our diluted net income per common share computation. We calculated basic and diluted net income per common share as follows (in thousands, except per share data):

	For the Years Ended June 30,	
	2014	2013
<b>Numerator</b>		
Net income	\$ 1,994	\$ 1,570
<b>Denominator</b>		
Basic weighted average common shares outstanding	6,820	6,869
Dilutive effect of stock options and restricted stock shares	44	16
Diluted weighted average common shares outstanding	6,864	6,885
Basic net income per common share	\$ 0.29	\$ 0.23
Diluted net income per common share	\$ 0.29	\$ 0.23

Shares related to 268,000 stock options for the fiscal year ended June 30, 2014 and 429,000 for fiscal 2013, were excluded from the calculation of diluted net income per common share, as the effect of their inclusion would be anti-dilutive.

### Concentrations of Credit Risk

Financial instruments that subject us to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. We place our cash and cash equivalents with highly rated financial institutions. Credit risk with respect to receivables is concentrated with our two largest customers, whose receivable balances collectively represented 26.9% of gross accounts receivable at June 30, 2014 and 44.3% at June 30, 2013. Additionally, royalty amounts due from CSI represented 23.6% of gross accounts receivable at June 30, 2014 and 20.6% at June 30, 2013. Concentrations of credit risk related to the remaining accounts receivable balances are limited due to the number of customers comprising our remaining customer base.

### B. Inventories

Inventories, net, consisted of the following at June 30 (in thousands):

	2014	2013
Raw materials	\$ 9,764	\$ 6,516
Work in progress	2,176	1,576
Finished goods	1,621	2,358
Reserve	(721)	(415)
	\$ 12,840	\$ 10,035

### C. Property and Equipment

Property and equipment consisted of the following at June 30 (dollars in thousands):

	Depreciable Life In Years	2014	2013
Land	NA	\$ 393	\$ 393
Building and building improvements	7 – 39	2,793	2,793
Machinery and equipment	3 – 12	26,772	26,141
Office equipment and furniture	3 – 5	3,189	3,030
Vehicles	3	209	136
Leasehold improvements	1 – 15	10,949	10,771
Total property and equipment		44,305	43,264
Less: accumulated depreciation and amortization		(35,494)	(34,059)
Property and equipment, net		\$ 8,811	\$ 9,205

**D. Other comprehensive loss**

Other comprehensive (loss) income consisted of the following at June 30 (dollars in thousands):

	<b>Twelve Months Ended June 30, 2014</b>		
	<b>Defined Benefit Pension Plan</b>	<b>Unrealized Losses on Cash Flow Hedges</b>	<b>Total</b>
Balance as of June 30, 2013	\$ (482)	\$ 52	\$ (430)
Other comprehensive loss before reclassifications	31	(488)	(457)
Amounts reclassified from OCI	(10)	454	444
Tax effect of OCI activity	(41)	15	(26)
Other comprehensive loss	(20)	(19)	(39)
Balance as of June 30, 2014	<u>\$ (502)</u>	<u>\$ 33</u>	<u>\$ (469)</u>

**E. Debt**

On December 16, 2010, we executed a Credit Agreement (Credit Agreement) with Wells Fargo Bank, National Association. This Credit Agreement replaced our previous credit facility and provides us with a line of credit of up to \$5.0 million. The line of credit may be used to finance working capital requirements. In consideration for granting the line of credit and each subsequent extension amendment, we pay an annual commitment fee of \$12,500. There are no amounts currently drawn under the line of credit.

Under the terms of the Credit Agreement, borrowings are subject to eligibility requirements including maintaining (i) net income after taxes of not less than \$750,000 on a trailing four quarter basis as of the end of each calendar quarter beginning with the four quarter period ended December 31, 2010; and (ii) a ratio of total liabilities to tangible net worth of not greater than 1.25 to 1.0 at any time. Any amounts outstanding under the line of credit will bear interest at a fixed or fluctuating interest rate as elected by NAI from time to time; provided, however, that if the outstanding principal amount is less than \$100,000 such amount shall bear interest at the then applicable fluctuating rate of interest. If elected, the fluctuating rate per annum would be equal to 2.75% above the daily one month LIBOR rate as in effect from time to time. If a fixed rate is elected, it would equal a per annum rate of 2.50% above the LIBOR rate in effect on the first day of the applicable fixed rate term. Any amounts outstanding under the line of credit must be paid in full on or before November 1, 2015; provided, however, that we must maintain a zero balance on advances under the line of credit for a period of at least 30 consecutive days during each fiscal year. Amounts outstanding that are subject to a fluctuating interest rate may be prepaid at any time without penalty. Amounts outstanding that are subject to a fixed interest rate may be prepaid at any time in minimum amounts of \$100,000, subject to a prepayment fee equal to the sum of the discounted monthly differences for each month from the month of prepayment through the month in which the then applicable fixed rate term matures.

Our obligations under the Credit Agreement are secured by our accounts receivable and other rights to payment, general intangibles, inventory, equipment and fixtures. We also have a foreign exchange facility with Wells Fargo in effect until November 1, 2014, and with Bank of America, N.A. in effect until August 15, 2015.

On June 30, 2014, we were in compliance with all of the financial and other covenants required under the Credit Agreement.

On September 22, 2006, NAIE, our wholly owned subsidiary, entered into a credit facility with Credit Suisse to provide NAIE with a credit line of up to CHF 1.3 million, or approximately \$1.5 million, which was the initial maximum aggregate amount that could be outstanding at any one time under the credit facility. This maximum amount is reduced annually by CHF 160,000, or approximately \$179,000. On February 19, 2007, NAIE amended its credit facility to provide that the maximum aggregate amount that may be outstanding under the facility cannot be reduced below CHF 500,000, or approximately \$561,000. As of June 30, 2014, there was no outstanding balance under this credit facility.

Under its credit facility, NAIE may draw amounts either as current account loan credits to its current or future bank accounts or as fixed loans with a maximum term of 24 months. Current account loans will bear interest at the rate of 5% per annum. Fixed loans will bear interest at a rate determined by the parties based on current market conditions and must be repaid pursuant to a repayment schedule established by the parties at the time of the loan. If a fixed loan is repaid early at NAIE's election or in connection with the termination of the credit facility, NAIE will be charged a pre-payment penalty equal to 0.1% of the principal amount of the fixed loan or CHF 1,000 (approximately \$1,122), whichever is greater. The bank reserves the right to refuse individual requests for an advance under the credit facility, although its exercise of such right will not have the effect of terminating the credit facility as a whole.

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We did not use our working capital line of credit nor did we have any long-term debt outstanding during the year ended June 30, 2014. As of June 30, 2014, we had \$5.6 million available under our credit facilities.

**F. Income Taxes**

During fiscal 2014 we recognized certain discrete items as part of our income tax calculations. These discrete items included (1) an expense to adjust the state deferred tax assets as a result of a change in the estimated state tax rate, (2) an expense to establish a valuation allowance on a portion of the deferred tax asset for the California net operating loss, (3) a net benefit of state taxes as a result of adjusting California apportionment and filing in other states for prior years, and (4) a true-up of the R&D credit claimed on the federal income tax return filed in the current quarter.

In addition, during fiscal 2014, as a result of changes in California apportionment rules and the state nexus study which was completed during the year, we determined that \$193,000 of the deferred tax asset for California net operating losses was not more likely than not to be realized. As a result, we have established a valuation allowance on our net deferred tax assets for this amount.

The provision for income taxes for the years ended June 30 consisted of the following (in thousands):

	2014	2013
<b>Current:</b>		
Federal	\$ 559	\$ (24)
State	(370)	(4)
Foreign	343	271
	<u>532</u>	<u>243</u>
<b>Deferred:</b>		
Federal	(264)	218
State	213	62
Valuation allowance	193	—
	<u>142</u>	<u>280</u>
Provision for income taxes	<u>\$ 674</u>	<u>\$ 523</u>

Net deferred tax assets and deferred tax liabilities as of June 30 were as follows (in thousands):

	2014	2013
<b>Deferred tax assets:</b>		
Allowance for doubtful accounts	\$ 28	\$ 49
Accrued vacation expense	101	108
Tax credit carry forward	51	4
Allowance for inventories	234	136
Stock-based compensation	157	126
Pension liability	238	279
Other, net	106	150
Deferred rent	13	89
Accumulated depreciation and amortization	911	846
Net operating loss carry forward	458	525
Total gross deferred tax assets	<u>\$ 2,297</u>	<u>\$ 2,312</u>
<b>Deferred tax liabilities:</b>		
Prepaid expenses	(157)	(151)
Other	(10)	(25)
Deferred tax liabilities	<u>(167)</u>	<u>(176)</u>
Valuation allowance	(193)	—
Net deferred tax assets	<u>\$ 1,937</u>	<u>\$ 2,136</u>

At June 30, 2014, we had state tax net operating loss carry forwards of approximately \$7.8 million. Under California tax law, net operating loss deductions were suspended for tax years beginning in 2008, 2009, 2010 and 2011 and the carry forward periods of any net operating losses not utilized due to such suspension were extended. Our state tax loss carry forwards will begin to expire in 2021, unless used before their expiration.



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Pursuant to Section 382 of the Internal Revenue Code of 1986, as amended (the "Code"), the annual use of the net operating loss carry forwards and research and development tax credits could be limited by any greater than 50% ownership change during any three-year testing period. We did not have any ownership changes that met this criterion during the fiscal years ended June 30, 2014 and June 30, 2013.

NAIE's effective tax rate for Swiss federal, cantonal and communal taxes is approximately 18.2%. NAIE had net income of \$1.5 million for the fiscal year ended June 30, 2014. Undistributed earnings of NAIE amounted to approximately \$12.9 million at June 30, 2014. These earnings are considered to be indefinitely reinvested and, accordingly, no provision for U.S. federal taxes has been provided thereon.

A reconciliation of income tax provision computed by applying the statutory federal income tax rate of 34% to net income before income taxes for the year ended June 30 is as follows (dollars in thousands):

	2014	2013
Income taxes computed at statutory federal income tax rate	\$ 913	\$ 711
State income taxes, net of federal income tax expense	(35)	41
Expenses not deductible for tax purposes	19	39
Foreign tax rate differential	(297)	(264)
Return to provision – differences	(41)	(4)
Adjust state deferred due to change in apportionment	195	—
State tax planning – net savings	(239)	—
Change in valuation allowance	193	—
Other, net	(34)	—
Income tax provision as reported	<u>\$ 674</u>	<u>\$ 523</u>
Effective tax rate	<u>25.1%</u>	<u>25.0%</u>

#### G. Employee Benefit Plans

We have a profit sharing plan pursuant to Section 401(k) of the Code, whereby participants may contribute a percentage of compensation not in excess of the maximum allowed under the Code. All employees with six months of continuous employment are eligible to participate in the plan. Effective January 1, 2004, the plan was amended to require that we match 100% of the first 3% and 50% of the next 2% of a participant's compensation contributed to the plan. Effective January 1, 2009, we elected to temporarily discontinue the company match program. The match program was reinstated effective July 15, 2011. The total contributions under the plan charged to income from operations totaled \$184,000 for fiscal 2014 and \$189,000 for fiscal 2013.

We have a "Cafeteria Plan" pursuant to Section 125 of the Code, whereby health care benefits are provided for active employees through insurance companies. Substantially all active full-time employees are eligible for these benefits. We recognize the cost of providing these benefits by expensing the annual premiums, which are based on benefits paid during the year. The premiums expensed to operating income for these benefits totaled \$956,000 for the fiscal year ended June 30, 2014 and \$937,000 for fiscal 2013.

We sponsor a defined benefit pension plan, which provides retirement benefits to employees based generally on years of service and compensation during the last five years before retirement. Effective June 21, 1999, we adopted an amendment to freeze benefit accruals to the participants. We contribute an amount not less than the minimum funding requirements of the Employee Retirement Income Security Act of 1974 nor more than the maximum tax-deductible amount.

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**Disclosure of Funded Status**

The following table sets forth the defined benefit pension plan's funded status and amount recognized in our consolidated balance sheets at June 30 (in thousands):

	2014	2013
<b>Change in Benefit Obligation</b>		
Benefit obligation at beginning of year	\$ 1,796	\$ 1,593
Interest cost	80	79
Actuarial loss	165	286
Benefits paid	(140)	(162)
Benefit obligation at end of year	<u>\$ 1,901</u>	<u>\$ 1,796</u>
<b>Change in Plan Assets</b>		
Fair value of plan assets at beginning of year	\$ 1,662	\$ 1,682
Actual return on plan assets	226	142
Benefits paid	(140)	(162)
Plan expenses	(29)	—
Fair value of plan assets at end of year	<u>\$ 1,719</u>	<u>\$ 1,662</u>
<b>Reconciliation of Funded Status</b>		
Difference between benefit obligation and fair value of plan assets	\$ (182)	\$ (134)
Unrecognized net actuarial loss in accumulated other comprehensive income	679	700
Net amount recognized	<u>\$ 497</u>	<u>\$ 566</u>
Projected benefit obligation	\$ 1,901	\$ 1,796
Accumulated benefit obligation	\$ 1,901	\$ 1,796
Fair value of plan assets	\$ 1,719	\$ 1,662

The weighted-average discount rate used for determining the projected benefit obligations for the defined benefit pension plan was 4.3% during the year ended June 30, 2014 and 4.8% for the year ended June 30, 2013.

**Net Periodic Benefit Cost**

The components included in the defined benefit pension plan's net periodic benefit expense for the fiscal years ended June 30 were as follows (in thousands):

	2014	2013
Interest cost	\$ 80	\$ 79
Expected return on plan assets	(105)	(107)
Recognized actuarial loss	46	28
Settlement loss	49	65
Net periodic benefit expense	<u>\$ 70</u>	<u>\$ 65</u>

We do not expect to make any contribution to our defined benefit pension plan in fiscal 2015.

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The following is a summary of changes in plan assets and benefit obligations recognized in other comprehensive income (in thousands):

	2014	2013
Net loss	\$ 45	\$ 251
Settlement loss	(50)	(65)
Amortization of net loss	(46)	(28)
Plan expenses	29	—
Total recognized in other comprehensive (loss) income	\$ (22)	\$ 158
Total recognized in net periodic benefit cost and other comprehensive income	\$ 48	\$ 223

The estimated net loss for the defined benefit pension plan that will be amortized from accumulated other comprehensive income into net periodic benefit cost over the next fiscal year is \$8,000. We do not have any transition obligations or prior service costs recorded in accumulated other comprehensive income.

The following benefit payments are expected to be paid (in thousands):

2015	\$ 14
2016	28
2017	35
2018	67
2019	86
2020-2024	704
	\$ 934

The weighted-average rates used for the years ended June 30 in determining the defined benefit pension plan's net pension costs, were as follows:

	2014	2013
Discount rate	4.80%	5.50%
Expected long-term rate of return	7.00%	7.00%
Compensation increase rate	N/A	N/A

Our expected rate of return is determined based on a methodology that considers historical returns of multiple classes analyzed to develop a risk free real rate of return and risk premiums for each asset class. The overall rate for each asset class was developed by combining a long-term inflation component, the risk free real rate of return, and the associated risk premium. A weighted average rate was developed based on those overall rates and the target asset allocation of the plan.

Our defined benefit pension plan's weighted average asset allocation at June 30 and weighted average target allocation were as follows:

	2014	2013	Target Allocation
Equity securities	49%	48%	48%
Debt securities	45%	46%	47%
Commodities	—	—	2%
Cash and money market funds	6%	6%	3%
	100%	100%	100%

The underlying basis of the investment strategy of our defined benefit pension plan is to ensure that pension funds are available to meet the plan's benefit obligations when due. Our investment strategy is a long-term risk controlled approach using diversified investment options with relatively minimal exposure to volatile investment options like derivatives.

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The fair values by asset category of our defined benefit pension plan at June 30, 2014 were as follows (in thousands):

	<b>Total</b>	<b>Quoted Prices in Active Markets for Identical Assets (Level 1)</b>	<b>Significant Observable Inputs (Level 2)</b>	<b>Significant Unobservable Inputs (Level 3)</b>
Cash and money market funds	\$ 101	\$ 101	\$ —	\$ —
Equity securities <sup>(1)</sup>	\$ 850	\$ 850	\$ —	\$ —
Debt securities <sup>(2)</sup>	\$ 768	\$ 768	\$ —	\$ —
Total	<u>\$ 1,719</u>	<u>\$ 1,719</u>	<u>\$ —</u>	<u>\$ —</u>

- (1) This category is comprised of publicly traded funds, of which 70% are large-cap funds, 4% are mid-cap funds, 6% are emerging markets equity funds, and 20% are international equity funds.
- (2) This category is comprised of publicly traded funds, of which 17% are short-term fixed income funds, 3% are high-yield fixed income funds, 53% are intermediate fixed income funds, 23% are REITs and MLPs funds, and 4% are international/emerging markets funds.

## H. Stockholders' Equity

### Treasury Stock

On June 2, 2011, the Board of Directors authorized the repurchase of up to \$2.0 million of our common stock. Under the repurchase plan, we may, from time to time, purchase shares of our common stock, depending upon market conditions, in open market or privately negotiated transactions. For the year ended June 30, 2013, we purchased 132,132 shares at a weighted average cost of \$5.32 per share and a total cost of \$703,000, including commissions and fees. During the twelve months ended June 30, 2014, we purchased 5,100 shares at a weighted average cost of \$4.55 per share and a total cost of \$23,000 including commissions and fees.

During fiscal 2014 we acquired 6,701 shares from employees in connection with restricted stock shares that vested during the year. These shares were returned to the Company by the related employees and in return the Company paid each employee's required tax withholding. The valuation of the shares acquired and thereby the amount of shares returned to the Company was calculated based on the closing share price on the date the shares vested.

### Stock Option Plans

On December 6, 1999, our stockholders approved the adoption of the 1999 Omnibus Equity Incentive Plan (the "1999 Plan"). The 1999 Plan was terminated effective as of November 30, 2009.

Effective as of October 15, 2009, our Board of Directors approved an omnibus incentive plan (the "2009 Plan"). The 2009 Plan was approved by our stockholders at the Annual Meeting of Stockholders held on November 30, 2009. Under the plan, we may grant nonqualified and incentive stock options and other stock-based awards to employees, non-employee directors and consultants. As of June 30, 2014, a total of 900,000 shares of common stock were reserved under the 2009 Plan for issuance to our employees, non-employee directors and consultants.

Stock option activity for the year ended June 30, 2014 was as follows:

	<b>1999 Plan</b>	<b>Weighted Average Exercise Price</b>	<b>Weighted Average Contractual Term (in years)</b>	<b>Aggregate Intrinsic Value</b>
Outstanding at June 30, 2013	160,000	\$ 7.73		
Exercised	—	—		
Forfeited	(150,000)	\$ 7.57		
Granted	—	\$ —		
Outstanding at June 30, 2014	<u>10,000</u>	\$ 10.19	0.31	\$ —
Vested and exercisable at June 30, 2014	<u>10,000</u>	\$ 10.19	0.31	\$ —
Available for grant at June 30, 2014	—			

	<b>2009 Plan</b>	<b>Weighted Average Exercise Price</b>	<b>Weighted Average Contractual Term (in years)</b>	<b>Aggregate Intrinsic Value</b>
Outstanding at June 30, 2013	223,350	\$ 6.87		
Exercised	—	\$ —		
Forfeited	(33,331)	\$ 7.50		
Granted	—	\$ —		
Outstanding at June 30, 2014	<u>190,019</u>	\$ 6.76	5.43	\$ 70,000
Vested and exercisable at June 30, 2014	<u>190,019</u>	\$ 6.76	5.43	\$ 70,000

Restricted stock activity for the year ended June 30, 2014 was as follows (2009 Plan):

	<b>Number of Shares</b>	<b>Weighted Average Grant Date Fair Value</b>
Nonvested at June 30, 2013	98,000	\$ 4.74
Granted	105,000	\$ 5.56
Vested	(29,720)	\$ 4.76
Forfeited	(10,000)	\$ 4.53
Nonvested at June 30, 2014	<u>163,280</u>	\$ 5.28

As of June 30, 2014, there were 523,682 shares available for grant under the 2009 Plan.

#### I. Commitments

We lease a total of 162,000 square feet at our manufacturing facility in Vista, California from an unaffiliated third party under a non-cancelable operating lease. On July 31, 2013, we executed a third amendment to the lease for our manufacturing facility in Vista, CA. As a result of this amendment, our facility lease has been extended for an additional 10 year term through March 2024.

NAIE leases facility space in Manno, Switzerland. The leased space totals approximately 87,763 square feet. We primarily use the facilities for manufacturing, packaging, warehousing and distributing nutritional supplement products for the European marketplace. Effective July 1, 2014, NAIE entered into a new lease with its current landlord. The new lease replaced, extended, and enlarged an existing lease between the same parties for the same building in Manno Switzerland. NAIE intends to improve portions of the additional space acquired by the new lease, and will continue to use the entire leased premises for offices, laboratory, warehouse and production. The new lease has a term of five years with a right for NAIE to extend the lease for an additional five years. The initial five year term expires on June 30, 2019.

Minimum rental commitments (exclusive of property tax, insurance and maintenance) under all non-cancelable operating leases with initial or remaining lease terms in excess of one year, including the lease agreements referred to above, are set forth below as of June 30, 2014 (in thousands):

	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>There- after</b>	<b>Total</b>
Gross minimum rental commitments	\$ 3,017	\$ 2,935	\$ 2,854	\$ 2,886	\$ 2,920	\$ 6,937	\$ 21,549

Rental expense totaled \$2.3 million for the fiscal year ended June 30, 2014 and \$2.2 million for fiscal 2013.

**J. Economic Dependency**

We had substantial net sales to certain customers during the fiscal years ended June 30 shown in the following table. The loss of any of these customers, or a significant decline in sales or the growth rate of sales to these customers, or in their ability to make payments when due, could have a material adverse impact on our net sales and net income. Net sales to any one customer representing 10% or more of the respective year's total private-label contract manufacturing net sales were as follows (dollars in thousands):

	2014		2013	
	Net Sales by Customer	% of Total Net Sales	Net Sales by Customer	% of Total Net Sales
Customer 1	\$ 25,252	38%	\$ 28,404	50%
Customer 2	11,256	17%	10,638	19%
Customer 3	10,960	16%	(a)	(a)
	<u>\$ 47,468</u>	<u>71%</u>	<u>\$ 39,042</u>	<u>69%</u>

(a) Sales were less than 10% of the respective period's total private label contract manufacturing net sales

Accounts receivable from these customers totaled \$3.1 million at June 30, 2014 and \$3.0 million at June 30, 2013.

We buy certain products, including beta-alanine, from a limited number of raw material suppliers. The loss of any of these suppliers could have a material adverse impact on our net sales and net income. During fiscal 2014 and 2013, we did not have any suppliers that individually represented greater than 10% of our raw material purchases.

**K. Derivatives and Hedging**

We are exposed to gains and losses resulting from fluctuations in foreign currency exchange rates relating to forecasted product sales denominated in foreign currencies and transactions of NAIE, our foreign subsidiary. As part of our overall strategy to manage the level of exposure to the risk of fluctuations in foreign currency exchange rates, we may use foreign exchange contracts in the form of forward contracts. There can be no guarantee any such contracts, to the extent we enter into such contracts, will be effective hedges against our foreign currency exchange risk.

During the year ended June 30, 2014 and prior, we entered into forward contracts designated as cash flow hedges primarily to protect against the foreign exchange risks inherent in our forecasted sales of products at prices denominated in currencies other than the U.S. Dollar. These contracts are expected to be settled through August 2015. For derivative instruments that are designated and qualify as cash flow hedges, we record the effective portion of the gain or loss on the derivative in accumulated other comprehensive income (OCI) as a separate component of stockholders' equity and subsequently reclassify these amounts into earnings in the period during which the hedged transaction is recognized in earnings.

For foreign currency contracts designated as cash flow hedges, hedge effectiveness is measured using the spot rate. Changes in the spot-forward differential are excluded from the test of hedge effectiveness and are recorded currently in earnings as interest expense. We measure effectiveness by comparing the cumulative change in the hedge contract with the cumulative change in the hedged item. During the year ended June 30, 2014, we did not have any losses or gains related to the ineffective portion of our hedging instruments. No hedging relationships were terminated as a result of ineffective hedging or forecasted transactions no longer probable of occurring for foreign currency forward contracts. We monitor the probability of forecasted transactions as part of the hedge effectiveness testing on a quarterly basis.

As of June 30, 2014, the notional amounts of our foreign exchange contracts were \$9.7 million (EUR 7.1 million). As of June 30, 2014, a net gain of approximately \$28,000, offset by \$10,000 of deferred taxes, related to derivative instruments designated as cash flow hedges was recorded in OCI. As of June 30, 2013, a net gain of approximately \$63,000, offset by \$25,000 of deferred taxes, related to derivative instruments designated as cash flow hedges was recorded in OCI. It is expected that \$24,000 of the gross gain, as of June 30, 2014, will be reclassified into earnings in the next 12 months along with the earnings effects of the related forecasted transactions.

As of June 30, 2014, \$46,000 of the fair value of our cash flow hedges was classified in prepaids and other current assets, \$4,000 was classified in other non-current assets, net and \$74,000 was classified in accrued liabilities in our Consolidated Balance Sheets. During the year ended June 30, 2014, we recognized \$508,000 of losses in OCI and reclassified \$474,000 of losses from OCI to revenue. During the year ended June 30, 2013, we recognized \$152,000 of gains in OCI and reclassified \$570,000 of gains from OCI to revenue.

## L. Contingencies

From time to time, we become involved in various investigations, claims and legal proceedings that arise in the ordinary course of our business. These matters may relate to product liability, employment, intellectual property, tax, regulation, contract or other matters. The resolution of these matters as they arise will be subject to various uncertainties and, even if such claims are without merit, could result in the expenditure of significant financial and managerial resources. While unfavorable outcomes are possible, based on available information, we generally do not believe the resolution of these matters will result in a material adverse effect on our business, consolidated financial condition, or results of operation. However, a settlement payment or unfavorable outcome could adversely impact our results of operation. Our evaluation of the likely impact of these actions could change in the future and we could have unfavorable outcomes that we do not expect.

On September 8, 2011, NAI and CSI filed a complaint in the U.S. District Court for the District of Delaware against DNP International Co., Inc. (DNP) alleging claims of unfair competition, violation of the Delaware Deceptive Trade Practices Act and interference with business relations. On December 22, 2011, DNP filed a complaint in the U.S. District Court for the District of Delaware against NAI and CSI for declaratory judgment of non-infringement and invalidity of three of NAI's patents. On January 27, 2012, DNP amended its complaint to add declaratory judgment claims against a fourth NAI patent ('381 patent). On February 6, 2012, the Company and CSI moved to dismiss the cases related to the three previously asserted patents for lack of subject matter jurisdiction. On the same day, the Company filed its answer and counterclaims for infringement by DNP of the '381 patent. DNP subsequently agreed to voluntarily dismiss CSI from the lawsuit. On March 2, 2012, the Court ordered the dismissal of CSI. On April 15, 2013, the Court consolidated the two lawsuits referenced above for purposes of pretrial matters. The Court also entered a Scheduling Order setting a trial date in April 2015. On July 6, 2014, the Court partially stayed the case. NAI, CSI and DNP settled the case, which was dismissed with prejudice on July 29, 2014. As part of the settlement, DNP agreed to exit the beta-alanine business.

On December 21, 2011, NAI filed a lawsuit in the U.S. District Court for the Southern District of Texas, Houston Division, alleging infringement by Woodbolt Distribution, LLC, also known as Cellucor (Woodbolt), Vitaquest International, Inc., d/b/a Garden State Nutritionals (Garden State) and F.H.G. Corporation, d/b/a Integrity Nutraceuticals (Integrity), of NAI's '381 patent. The complaint alleges that Woodbolt sells nutritional supplements, including supplements containing beta-alanine such as C4 Extreme™, M5 Extreme™, and N-Zero Extreme™, that infringe the '381 patent. Woodbolt, in turn, filed a complaint seeking a declaratory judgment of non-infringement and invalidity of the '381 patent in the U.S. District Court for the District of Delaware. On February 17, 2012, Woodbolt filed a First Amended Complaint, realleging its original claims against the Company and asserting new claims of violation of the Sherman Antitrust Act (15 U.S.C. § 2) and Unfair Competition. The Company reasserted the arguments in its prior motion to dismiss and moved to dismiss the new claims asserted by Woodbolt. On January 23, 2013, the Delaware Court granted the Company's motion to dismiss Woodbolt's case. On June 5, 2012, the Court in the above-referenced Texas case consolidated the pending suit with a second patent infringement case filed against Woodbolt by the Company on May 3, 2012, asserting infringement of its '422 patent. On November 9, 2012, NAI filed a supplemental complaint adding allegations of infringement of Woodbolt's Cellucor Cor-Performance B-BCAA™ and Cellucor Cor-Performance™ Creatine products. On June 14, 2013, NAI filed a third patent infringement lawsuit in the U.S. District Court for the Southern District of Texas, Houston Division, against Woodbolt, BodyBuilding.com and GNC Corporation alleging infringement of the '381 and '422 patents by Woodbolt's Neon Sport Volt™ product. Woodbolt asserted the same defenses and counterclaims as set forth in the earlier lawsuits. On June 24, 2013, the Court consolidated the case with the earlier-filed lawsuits identified above. On June 25, 2013, Woodbolt filed a lawsuit in the U.S. District Court for the Southern District of Texas, Houston Division, against a newly-issued NAI U.S. patent no. 8,470,865, asserting declaratory judgment claims of non-infringement, invalidity and unenforceability. On July 1, 2013, Woodbolt's lawsuit was consolidated with the three pending lawsuits filed by NAI. On July 24, 2013, NAI filed its Answer and Amended Counterclaims against Woodbolt alleging infringement of the '865 patent by the products accused in the pending cases previously filed by NAI. On August 14, 2013, Woodbolt filed a counterclaim to NAI's counterclaim asserting violation of the Sherman Antitrust Act (15 U.S.C. § 2) and Unfair Competition. On September 4, 2013, NAI moved to have Woodbolt's counterclaims dismissed from the case. All of the consolidated cases remain pending. Woodbolt has also requested inter partes re-examination of the '381 and '422 patents by the USPTO. On July 26, 2012, the USPTO accepted the request to re-examine the '381 patent. On August 17, 2012, the USPTO accepted the request to re-examine the '422 patent. On December 6, 2013, the USPTO rejected the claims of the '381 patent and issued a right of appeal notice. On January 6, 2014, the Company filed its notice of appeal. The parties have filed briefs with the USPTO and the '381 reexamination is pending. On August 8, 2014, the USPTO rejected the claims of the '422 patent and issued a right of appeal notice.

A declaration of non-infringement, invalidity or unenforceability of certain of our patents could have a material adverse impact upon our business results, operations, and financial condition.

On February 13, 2013, several entities, including the Company, were sued for various causes of action pertaining to product liability in Superior Court for the State of California (County of San Diego) captioned *Sparling v. USPLabs, LLC, et al.* Case No. 37-2013-00034663-CU-PL-CTL. On March 21, 2013, co-defendant USP Labs LLC filed a Notice of Removal to the U.S. District Court for the Southern District of California, Civil Action No. 3:13-cv-00667-JLS-DHB. Specific allegations against the Company are for negligence, strict products liability, breach of express and implied warranties and wrongful death. The Company has been provided with defense counsel by CSI's insurance company. Additionally, the Company has sought indemnification from co-defendant USPLabs, LLC. The Company is not involved in the formulation, manufacture, distribution or sale of the product at issue in the lawsuit. On April 19, 2013, the Company filed a motion to dismiss the allegations against it. On October 11, 2013, the Court granted a motion by co-defendant, USPLabs', to transfer the case to the U.S. District Court for the Western District of Texas. The Court has set a trial date for March 26, 2015. The Company moved to dismiss the case. On May 28, 2014, the claims against the Company were dismissed with prejudice.

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On May 8, 2013, several entities, including the Company, were sued for various causes of action pertaining to product liability in Superior Court for the State of California (County of Los Angeles) captioned *Carolyn v. USPLabs, LLC*, Case No. BC 508212. Specific allegations against the Company are for negligence, strict products liability, breach of express and implied warranties. The Company has been provided with defense counsel by CSI's insurance company. Additionally, the Company has sought indemnification from co-defendant USPLabs. The Company is not involved in the formulation, manufacture, distribution or sale of the product at issue in the lawsuit. On June 28, 2013, the Company filed a demurrer seeking dismissal of the allegations against it. On May 27, 2014, the claims against the Company were dismissed with prejudice.

On November 1, 2013, several entities, including the Company, were sued for various causes of action pertaining to product liability in Superior Court for the State of California (County of San Diego) captioned *Reed v. USPLabs, LLC*, Case No. 37-2013-00074052. Specific allegations against the Company are for negligence, strict products liability, and breach of express and implied warranties. The Company has been provided with defense counsel by CSI's insurance company. Additionally, the Company has sought indemnification from co-defendant USPLabs. The Company is not involved in the formulation, manufacture, distribution or sale of the product at issue in the lawsuit. The case has been removed to U.S. District Court for the Southern District of California. On December 27, 2013, the Company filed a motion to dismiss the allegations against it. On June 13, 2014, the claims against the Company were dismissed with prejudice.

On November 1, 2013, several entities, including the Company, were sued for various causes of action pertaining to product liability in U.S. District Court for the Western District of Texas captioned *Ogbonna v. USPLabs, LLC*, Case No. 13-cv-340. While the Company is named in the caption, the complaint does not contain any specific allegations against the Company. The Company has been provided with defense counsel by CSI's insurance company. Additionally, the Company has sought indemnification from co-defendant USPLabs. The Company is not involved in the formulation, manufacture, distribution or sale of the product at issue in the lawsuit. The case has been removed to U.S. District Court for the Southern District of California. On January 28, 2014, the Company filed a motion to dismiss the allegations against it. On February 19, 2014, the Company's motion to dismiss was granted by the Court.

On January 24, 2014, several entities, including the Company, were sued for various causes of action pertaining to product liability in Superior Court for the State of California (County of Los Angeles) captioned *Little v. USPLabs, LLC*, Case No. BC534065. Specific allegations against the Company are for negligence, strict products liability, and breach of express and implied warranties. The Company has been provided with defense counsel by CSI's insurance company. Additionally, the Company has sought indemnification from co-defendant USPLabs. The Company is not involved in the formulation, manufacture, distribution or sale of the product at issue in the lawsuit. The Company is not involved in the formulation, manufacture, distribution or sale of the product at issue in the lawsuit. On February 28, 2014, USPLabs filed a Notice of Removal from the Superior Court for the State of California to the U.S. District Court for the Central District of California. On March 7, 2014, the Company filed a Motion to Dismiss. On March 17, 2014, plaintiffs filed a Motion to Remand the case back to Superior Court. On April 25, 2014, the District Court granted plaintiffs' Motion to Remand based on a lack of subject matter jurisdiction and therefore also denied the Company's Motion to Dismiss as moot. On May 27, 2014, the claims against the Company were dismissed with prejudice.

### **M. Segment Information**

Our business consists of three segments for financial reporting purposes. The three segments are identified as (i) private label contract manufacturing, which primarily relates to the provision of private label contract manufacturing services to companies that market and distribute nutritional supplements and other health care products, and (ii) patent and trademark licensing, which primarily includes royalty income from our license and supply agreements associated with the sale and use of beta-alanine under our CamosSyn® trade name, and (iii) branded products, which relates to the marketing and distribution of our branded nutritional supplements and consists primarily of the products sold under our Pathway to Healing® product line.

Due to the steady decline in sales of our Pathway to Healing® product line over the prior several years, we decided to discontinue the product line. Pursuant to the License Agreements, Dr. Cherry and Cherry Ministries licensed to NAI the name, likeness, style, persona and other attributes of Dr. Cherry in connection with the sale of nutritional products that were marketed by NAI under its Pathway to Healing brand. Pursuant to the License Agreements, NAI was permitted to terminate the License Agreements by written notice at any time. We have notified Dr. Cherry and Cherry Ministries of our decision to discontinue the product line and the termination of the related license agreement was effective as of September 15, 2014. We anticipate that all termination activities related to the Pathway to Healing® product line will be complete by the end of our second quarter of fiscal 2015. We did not change the financial presentation in this report to reflect the branded products segment as "Discontinued Operations" as the wind down of this product line did not meet the criteria for discontinued operations presentation as prescribed by ASC 205-20.



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We evaluate performance based on a number of factors. The primary performance measures for each segment are net sales and income or loss from operations before corporate allocations. Operating income or loss for each segment does not include corporate general and administrative expenses, interest expense and other miscellaneous income and expense items. Corporate general and administrative expenses include, but are not limited to: human resources, corporate legal, finance, information technology, and other corporate level related expenses, which are not allocated to any segment. The accounting policies of our segments are the same as those described in the summary of significant accounting policies in Note A.

Our operating results by business segment for the years ended June 30 were as follows (in thousands):

	<b>2014</b>	<b>2013</b>
<b>Net Sales</b>		
Private-label contract manufacturing	\$ 67,339	\$ 56,672
Patent and trademark licensing	5,444	4,799
Branded products	1,159	1,326
	<u>\$ 73,942</u>	<u>\$ 62,797</u>
<b>Operating Income</b>		
Private-label contract manufacturing	\$ 5,559	\$ 5,137
Patent and trademark licensing	2,281	1,519
Branded products	(235)	67
Income from operations of reportable segments	7,605	6,723
Corporate expenses not allocated to segments	(4,828)	(4,570)
	<u>\$ 2,777</u>	<u>\$ 2,153</u>
<b>Total Assets</b>		
Private-label contract manufacturing	\$ 50,424	\$ 45,032
Patent and trademark licensing	1,632	1,388
Branded products	202	220
	<u>\$ 52,258</u>	<u>\$ 46,640</u>

Our private-label contract manufacturing products are sold both in the U.S. and in markets outside the U.S., including Europe, Canada, Mexico, Australia, South Africa and Asia. Our primary market outside the U.S. is Europe. Our patent and trademark licensing activities are primarily based in the U.S. and our branded products are only sold in the U.S.

Net sales by geographic region, based on the customers' location, for the two years ended June 30 were as follows (in thousands):

	<b>2014</b>	<b>2013</b>
United States	\$ 38,729	\$ 36,710
Markets outside the United States	35,213	26,087
Total net sales	<u>\$ 73,942</u>	<u>\$ 62,797</u>

Products manufactured by NAIE accounted for 57% of net sales in markets outside the U.S. in fiscal 2014 and 67% in fiscal 2013. No products manufactured by NAIE were sold in the U.S. during the fiscal years ended June 30, 2014 and 2013.

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Assets and capital expenditures by geographic region, based on the location of the company or subsidiary at which they were located or made, for the two years ended June 30 were as follows (in thousands):

	<b>Long-Lived Assets</b>	<b>Total Assets</b>	<b>Capital Expenditures</b>
<b>2014</b>			
United States	\$ 6,648	\$ 36,618	\$ 2,297
Europe	2,163	15,640	382
	<u>\$ 8,811</u>	<u>\$ 52,258</u>	<u>\$ 2,679</u>
	<b>Long-Lived Assets</b>	<b>Total Assets</b>	<b>Capital Expenditures</b>
<b>2013</b>			
United States	\$ 6,728	\$ 32,450	\$ 838
Europe	2,477	14,190	783
	<u>\$ 9,205</u>	<u>\$ 46,640</u>	<u>\$ 1,621</u>

**N. Subsequent Events**

On July 7, 2014, we purchased twelve forward contracts designated and effective as cash flow hedges to protect against the foreign currency exchange risk inherent in a portion of our forecasted sales transactions denominated in Euros. The twelve contracts expire monthly beginning September 2014 and ending August 2015. The forward contracts had a notional amount of 10.2 million Euros and a weighted average forward rate of \$1.36.

**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

**ITEM 9A. CONTROLS AND PROCEDURES**

**(a) Evaluation of Disclosure Controls and Procedures**

We maintain certain disclosure controls and procedures as defined under the Securities Exchange Act of 1934. They are designed to help ensure that material information is: (1) gathered and communicated to our management, including our principal executive and financial officers, in a manner that allows for timely decisions regarding required disclosures; and (2) recorded, processed, summarized, reported and filed with the SEC as required under the Securities Exchange Act of 1934 and within the time periods specified by the SEC.

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of June 30, 2014. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of June 30, 2014.

**(b) Management's Annual Report on Internal Control Over Financial Reporting**

Management is responsible for establishing and maintaining adequate internal control over financial reporting for the Company, and for performing an assessment of the effectiveness of internal control over financial reporting as of June 30, 2014. For this purpose, internal control over financial reporting refers to a process designed by, or under the supervision of, the Company's principal executive and financial officers and effected by the Company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. 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 GAAP, 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 its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. 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 the degree of compliance with the policies or procedures may deteriorate.

Management performed an assessment of the effectiveness of the Company's internal control over financial reporting as of June 30, 2014 based upon criteria in an Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on this assessment, management believes the Company's internal control over financial reporting was effective as of June 30, 2014 based on the criteria issued by COSO.

This report does not include an attestation report of the Company's independent registered public accounting firm regarding internal control over financial reporting. Management's report was not required to be attested to by the Company's independent registered public accounting firm pursuant to applicable law and rules that permit the Company to provide only management's report in this report.

**(c) Changes in Internal Control Over Financial Reporting**

There were no changes to our internal control over financial reporting during the fourth quarter ended June 30, 2014 that have materially affected, or that are reasonably likely to materially affect, our internal control over financial reporting.

**ITEM 9B. OTHER INFORMATION**

None.

**PART III**

The information called for under Items 10- 14 of this Part III will be incorporated by reference from our definitive proxy statement for our Annual Meeting of Stockholders to be held on December 10, 2014, to be filed on or before October 28, 2014.

**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

The following documents are filed as part of this report:

- (1) Financial Statements. The financial statements listed below are included under Item 8 of this report:
  - Consolidated Balance Sheets as of June 30, 2014 and 2013;
  - Consolidated Statements of Operations and Comprehensive Income for the years ended June 30, 2014 and 2013;
  - Consolidated Statements of Stockholders' Equity for the years ended June 30, 2014 and 2013;
  - Consolidated Statements of Cash Flows for the years ended June 30, 2014 and 2013; and
  - Notes to Consolidated Financial Statements.

(2) Exhibits. The following exhibit index shows those exhibits filed with this report and those incorporated by reference:

**EXHIBIT INDEX**

Exhibit Number	Description	Incorporated By Reference To
3(i)	Amended and Restated Certificate of Incorporation of Natural Alternatives International, Inc. filed with the Delaware Secretary of State on January 14, 2005	Exhibit 3(i) of NAI's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2004, filed with the commission on February 14, 2005
3(ii)	Amended and Restated By-laws of Natural Alternatives International, Inc. dated as of February 9, 2009	Exhibit 3(ii) of NAI's Current Report on Form 8-K dated February 9, 2009, filed with the commission on February 13, 2009
4(i)	Form of NAI's Common Stock Certificate	Exhibit 4(i) of NAI's Annual Report on Form 10-K for the fiscal year ended June 30, 2005, filed with the commission on September 8, 2005
10.1	1999 Omnibus Equity Incentive Plan as adopted effective May 10, 1999, amended effective January 30, 2004, and further amended effective December 3, 2004*	Exhibit 10.1 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2004, filed with the commission on February 14, 2005
10.2	Amended and Restated Exclusive License Agreement effective as of September 1, 2004 by and among NAI and Dr. Reginald B. Cherry	Exhibit 10.11 of NAI's Annual Report on Form 10-K for the fiscal year ended June 30, 2004, filed with the commission on September 14, 2004
10.3	Exclusive License Agreement effective as of September 1, 2004 by and among NAI and Reginald B. Cherry Ministries, Inc.	Exhibit 10.12 of NAI's Annual Report on Form 10-K for the fiscal year ended June 30, 2004, filed with the commission on September 14, 2004
10.4	First Amendment to Exclusive License Agreement effective as of December 10, 2004 by and among NAI and Reginald B. Cherry Ministries, Inc.	Exhibit 10.13 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2004, filed with the commission on February 14, 2005
10.5	Lease of Facilities in Vista, California between NAI and Calwest Industrial Properties, LLC, a California limited liability company (lease reference date June 12, 2003)	Exhibit 10.10 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2003, filed with the commission on November 5, 2003
10.6	Form of Indemnification Agreement entered into between NAI and each of its directors	Exhibit 10.15 of NAI's Annual Report on Form 10-K for the fiscal year ended June 30, 2004, filed with the commission on September 14, 2004
10.7	Loan Agreement between NAIE and Credit Suisse dated as of September 22, 2006, including general conditions (portions of the Loan Agreement have been omitted pursuant to a request for confidential treatment)	Exhibit 10.36 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2006, filed with the commission on November 1, 2006
10.8	First Amendment to Loan Agreement between NAIE and Credit Suisse dated as of February 19, 2007	Exhibit 10.41 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2007, filed with the commission on May 14, 2007
10.9	2009 Omnibus Incentive Plan*	Exhibit D of NAI's definitive Proxy Statement filed with the commission on October 16, 2009
10.10	Manufacturing Agreement by and between NSA, Inc. and NAI dated April 1, 2005	Exhibit 10.43 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2009, filed with the commission on February 16, 2010
10.11	Manufacturing Agreement by and between Mannatech, Inc. and NAI dated April 22, 1998	Exhibit 10.44 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2009, filed with the commission on February 16, 2010
10.12	First Amendment to Manufacturing Agreement by and between Mannatech, Incorporated and NAI dated May 23, 2003	Exhibit 10.45 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2009, filed with the commission on February 16, 2010
10.13	Second Amendment to Manufacturing Agreement by and between Mannatech, Incorporated and NAI dated July 1, 2003	Exhibit 10.46 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2009, filed with the commission on February 16, 2010
10.14	Third Amendment to Manufacturing Agreement by and between Mannatech, Incorporated and NAI dated July 1, 2004	Exhibit 10.47 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2009, filed with the commission on February 16, 2010
10.15	Fourth Amendment to Manufacturing Agreement by and among Mannatech, Incorporated, Mannatech Swiss International GmbH and NAI dated January 1, 2008	Exhibit 10.48 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2009, filed with the commission on February 16, 2010

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10.16	Manufacturing Sales Agreement by and between Mannatech, Incorporated and NAI dated November 19, 2004	Exhibit 10.49 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2009, filed with the commission on February 16, 2010
10.17	Amendment to Manufacturing Sales Agreement by and among Mannatech, Incorporated, Mannatech Swiss International GmbH and NAI dated January 1, 2008	Exhibit 10.50 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2009, filed with the commission on February 16, 2010
10.18	Exclusive Manufacturing Agreement by and between NSA, Inc., NAI and NAIE dated as of April 1, 2005	Exhibit 10.51 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2009, filed with the commission on February 16, 2010
10.19	Amended and Restated Employment Agreement dated as of August 31, 2010, by and between NAI and Mark A. LeDoux*	Exhibit 10.41 of NAI's Annual Report on Form 10-K for the fiscal year ended June 30, 2010, filed with the commission on September 17, 2010
10.20	Amended and Restated Employment Agreement dated as of August 31, 2010, by and between NAI and Kenneth E. Wolf	Exhibit 10.42 of NAI's Annual Report on Form 10-K for the fiscal year ended June 30, 2010, filed with the commission on September 17, 2010
10.21	License and Fee Agreement effective November 10, 2010 by and among Roger Harris, Mark Dunnett, Kenny Johansson and NAI	Exhibit 10.40 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2010, filed with the commission on November 12, 2010
10.22	Credit Agreement by and between NAI and Wells Fargo Bank, N.A. effective as of December 1, 2010	Exhibit 10.1 of NAI's Current Report on Form 8-K dated December 16, 2010, filed with the commission on December 22, 2010
10.23	ISDA 2002 Master Agreement dated as of March 10, 2011 by and between Bank of America N.A. and NAI (with Schedule dated March 10, 2011)	Exhibit 10.31 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2011, filed with the commission on May 16, 2011
10.24	First Amendment to Credit Agreement by and between NAI and Wells Fargo Bank, N.A. effective as of November 28, 2011	Exhibit 10.1 of NAI's Current Report on Form 8-K dated December 27, 2011, filed with the commission on December 30, 2011
10.25	Revolving Line of Credit Note made by NAI for the benefit of Wells Fargo Bank, N.A. dated November 28, 2011 in the amount of \$5,000,000	Exhibit 10.2 of NAI's Current Report on Form 8-K dated December 27, 2011, filed with the commission on December 30, 2011
10.26	First Amendment to Manufacturing Agreement by and between NSA, Inc. and NAI effective as of April 1, 2012	Exhibit 10.35 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2012, filed with the commission on May 14, 2012
10.27	First Amendment to Exclusive Manufacturing Agreement by and between NSA, Inc., NAI and NAIE effective as of April 1, 2005.	Exhibit 10.36 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2012, filed with the commission on May 14, 2012
10.28	Second Amendment to Credit Agreement by and between NAI and Wells Fargo Bank, N.A. effective as of December 7, 2012	Exhibit 10.38 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2012, filed with the commission on February 12, 2013
10.29	Revolving Line of Credit Note made by NAI for the benefit of Wells Fargo Bank, N.A. dated December 7, 2012 in the amount of \$5,000,000	Exhibit 10.39 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2012, filed with the commission on February 12, 2013
10.30	Third amendment to the Lease of Facilities in Vista, California between NAI and CWCA Vista Distribution 77, LLC, a Delaware limited liability company	Exhibit 10.40 of NAI's Annual Report on Form 10-K for the fiscal year ended June 30, 2013, filed with the commission on September 19, 2013
10.31	Second amendment to the Amended and Restated Employment Agreement, by and between NAI and Mark A. LeDoux, effective July 1, 2013*	Exhibit 10.41 of NAI's Annual Report on Form 10-K for the fiscal year ended June 30, 2013, filed with the commission on September 19, 2013
10.32	Second amendment to the Amended and Restated Employment Agreement, by and between and Kenneth E. Wolf, effective July 1, 2013*	Exhibit 10.42 of NAI's Annual Report on Form 10-K for the fiscal year ended June 30, 2013, filed with the commission on September 19, 2013
10.33	Third Amendment to Credit Agreement by and between NAI and Wells Fargo Bank, N.A. effective as of November 1, 2013	Exhibit 10.43 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2013 filed with the commission on February 12, 2014.

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10.34	Revolving Line of Credit Note made by NAI for the benefit of Wells Fargo Bank, N.A. dated November 1, 2013 in the amount of \$5,000,000	Exhibit 10.44 of NAI's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2013 filed with the commission on February 12, 2014.
10.35	Third amendment to the Amended and Restated Employment Agreement, by and between NAI and Mark A. LeDoux, effective July 7, 2014*	Filed herewith
10.36	Third amendment to the Amended and Restated Employment Agreement, by and between and Kenneth E. Wolf, effective July 7, 2014*	Filed herewith
10.37	Agreement to License by and between NAI and Compound Solutions, Inc. effective as of April 1, 2014	Filed herewith
10.38	Lease of Facilities in Manno, Switzerland between NAIE and Mr. Silvio Tarchini effective July 1, 2014 (English translation)	Filed herewith
21	Subsidiaries of the Company	Filed herewith
23.1	Consent of Independent Registered Public Accounting Firm	Filed herewith
31.1	Rule 13a-14(a)/15d-14(a) Certification of Chief Executive Officer	Filed herewith
31.2	Rule 13a-14(a)/15d-14(a) Certification of Chief Financial Officer	Filed herewith
32	Section 1350 Certification	Filed herewith
101.INS	XBRL Instance Document	Furnished herewith
101.SCH	XBRL Taxonomy Extension Schema Document	Furnished herewith
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document	Furnished herewith
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document	Furnished herewith
101.LAB	XBRL Taxonomy Extension Label Linkbase Document	Furnished herewith
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document	Furnished herewith

\* Indicates management contract or compensatory plan or arrangement.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, Natural Alternatives International, Inc., the registrant, has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: September 25, 2014

NATURAL ALTERNATIVES INTERNATIONAL, INC.

By: /s/ Mark A. LeDoux  
Mark A. LeDoux, Chief Executive Officer

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

<b><u>Signature</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
<u>/s/ Mark A. LeDoux</u> (Mark A. LeDoux)	Chief Executive Officer and Chairman of the Board of Directors (principal executive officer)	September 25, 2014
<u>/s/ Ken Wolf</u> (Ken Wolf)	Chief Financial Officer (principal financial officer and principal accounting officer)	September 25, 2014
<u>/s/ Joe E. Davis</u> (Joe E. Davis)	Director	September 25, 2014
<u>/s/ Alan G. Dunn</u> (Alan G. Dunn)	Director	September 25, 2014
<u>/s/ Alan J. Lane</u> (Alan J. Lane)	Director	September 25, 2014
<u>/s/ Lee G. Weldon</u> (Lee G. Weldon)	Director	September 25, 2014



**THIRD AMENDMENT TO  
AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Third Amendment ("Amendment") to the Amended and Restated Employment Agreement by and between Natural Alternatives International, Inc., a Delaware corporation ("Company"), and Mark A. LeDoux ("Employee"), dated effective as of August 31, 2010, as amended July 1, 2013 ("Agreement"), is made and entered into effective as of July 7, 2014. Unless otherwise defined herein, capitalized terms shall have the meanings given them in the Agreement.

1. Pursuant to Section 4(a) of the Agreement, Employee's base salary is hereby increased to Three Hundred Twenty Four Thousand Five Hundred dollars (\$324,500) effective as of July, 7 2014.

3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of July 7, 2014.

EMPLOYEE

/s/ Mark A. LeDoux  
Mark A. LeDoux

COMPANY

Natural Alternatives International, Inc.,  
a Delaware corporation

/s/ Ken Wolf  
Ken Wolf, Chief Financial Officer

**THIRD AMENDMENT TO  
AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Amendment ("Amendment") to the Amended and Restated Employment Agreement by and between Natural Alternatives International, Inc., a Delaware corporation ("Company"), and Kenneth E. Wolf ("Employee"), dated effective as of August 31, 2010, as amended July 1, 2013 ("Agreement"), is made and entered into effective as of July 7, 2014. Unless otherwise defined herein, capitalized terms shall have the meanings given them in the Agreement.

1. Pursuant to Section 4(a) of the Agreement, Employee's base salary is hereby increased to Three Hundred Nineteen Thousand Fifty dollars (\$319,050) effective as of July, 7 2014.

3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of July 7, 2014.

EMPLOYEE

/s/ Kenneth E. Wolf  
Kenneth E. Wolf

COMPANY

Natural Alternatives International, Inc.,  
a Delaware corporation

/s/ Mark LeDoux  
Mark LeDoux, Chief Executive Officer

**AGREEMENT TO LICENSE**

This Agreement to License ("Agreement") is made and entered into effective as of April 1, 2014 ("Effective Date"), by and between Natural Alternatives International, Inc., a Delaware corporation ("NAI"), and Compound Solutions, Inc., a California corporation ("CSI").

**RECITALS**

A. NAI is the owner of (i) certain Patent Rights (as hereinafter defined), and (ii) certain registered trademarks related to the marks "Camosyn®" and "SR CamoSyn®" (as further described herein below and collectively, the "Trademark Rights").

B. CSI is in the business of raw material sourcing and sales, including the sourcing and sale to third parties of certain raw materials set forth in Exhibit A attached hereto that are necessary for the design, research, development and formulation of Licensed Products (the "Raw Materials").

C. CSI desires NAI grant to third parties who purchase the Raw Materials from CSI a license of certain of its Patent Rights and a license to use its Trademark Rights, and NAI desires to grant such licenses in accordance with the terms and conditions of this Agreement.

Incorporating the foregoing recitals and in consideration of the mutual covenants 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:

**AGREEMENT****1. DEFINITIONS.**

1.1 "Field of Use" means dietary supplements and other foods for human performance nutrition. For avoidance of doubt, the Field of Use does not include the use of the Raw Materials and/or Patent Rights to treat dogs, horses and/or camels, or for any human medical related use, such claims being expressly prohibited.

1.2 "Licensed Products" means any products incorporating or made from the Raw Materials or any material, substance, organism, component or product derived or developed from or based upon the Raw Materials and covered in whole or in part by any of the claims of the Patent Rights, and does not include any products incorporating or made from the Raw Material or any material, substance, organism, component or product derived or developed from or based upon the Raw Material wherein the Raw Material is obtained from a source other than CSI.

1.3 "Patent Rights" means NAI's rights in information, discoveries, concepts, techniques, designs, processes, technology and inventions claimed in the following United States patents, any reissues, reexaminations, or extensions, continuations, continuations-in-part, or divisionals of any of the following United States patents, and any international counterparts of the following United States patents, including the inventions and discoveries described, covered and claimed therein:

- ( a ) U.S. Pat. No. 5,965,596 issued October 12, 1999, entitled “Methods and Compositions for Increasing the Anaerobic Working Capacity in Tissues;”
- ( b ) U.S. Pat. No. 6,172,098 issued January 9, 2001, entitled “Methods and Compositions for Increasing the Anaerobic Working Capacity in Tissues;”
- ( c ) U.S. Pat. No. 6,426,361 issued July 30, 2002, entitled “Methods and Compositions for Increasing the Anaerobic Working Capacity in Tissues;”
- ( d ) U.S. Pat. No. 6,680,294 issued January 20, 2004, entitled “Methods and Compositions for Increasing the Anaerobic Working Capacity in Tissues;”
- ( e ) U.S. Pat. No. 7,504,376 issued March 17, 2009, entitled “Methods and Compositions for Increasing the Anaerobic Working Capacity in Tissues;”
- ( f ) U.S. Pat. No. 7,825,084 issued November 2, 2010, entitled “Methods and Compositions for Increasing the Anaerobic Working Capacity in Tissues”
- ( g ) U.S. Pat. No. 8,067,381 issued November 29, 2011, entitled “Methods and Compositions for Increasing the Anaerobic Working Capacity in Tissues;”
- ( h ) U.S. Pat. No. 8,129,422 issued March 6, 2012, entitled “Methods and Compositions for Increasing the Anaerobic Working Capacity in Tissues;”
- ( i ) U.S. Pat. No. 8,470,865 issued June 25, 2013, entitled “Methods and Compositions for Increasing the Anaerobic Working Capacity in Tissues;”
- ( j ) U.S. Pat. No. 8,329,207 issued December 11, 2012, entitled “Compositions and Methods for the Sustained Release of Beta-Alanine;”
- ( k ) U.S. Pat. No. 8,394,402 issued March 12, 2013, entitled “Compositions and Methods for the Sustained Release of Beta-Alanine”
- ( l ) U.S. Pat. No. 8,496,958 issued July 30, 2013, entitled “Compositions and Methods for the Sustained Release of Beta-Alanine.”

and

1.4 “Trademark Rights” means NAI’s rights as the owner of the following registered trademarks:

- (a) CARNOSYN (standard character mark), Registration No. 3,146,289;
- (b) CARNOSYN CARNOSINE SYNTHESIZER (standard character mark), Registration No. 3,121,544; and
- (c) CARNOSYN CARNOSINE SYNTHESIZER & Design, Registration No. 3,091,092.
- (d) SR CARNOSYN (standard character mark), Registration No. 4147282.

1.5 “customer” or “customers” shall mean any entity that purchases Raw Materials from CSI for its own use or on behalf of or for any other entity or individual that imports, exports, makes, has made, uses, offers for sale or sells products in any form that include the Raw Material.

## **2. LICENSE.**

2.1 Subject to the terms and conditions of this Agreement, NAI hereby agrees to grant to CSI and the customers of CSI who purchase the Raw Materials from CSI a worldwide, non-exclusive, non-transferable, non-assignable, non-sublicenseable, royalty-free (i) license of NAI’s rights under the Patent Rights to manufacture, offer for sale, and/or sell Licensed Products within the Field of Use (the “Patent License”), and (ii) license to use and reproduce the trademarks comprising the Trademark Rights solely to advertise, market, and promote the Licensed Products within the Field of Use (the “Trademark License”). The term of such Patent License and Trademark License shall automatically expire upon the expiration of NAI’s Patent Rights and/or Trademark Rights, as applicable, or the use, manufacture or sale of the Licensed Products using Raw Material purchased from CSI is complete, whichever is sooner.

2.2 CSI agrees to provide to each of its customers that purchases Raw Materials from CSI, a copy of the License Agreement with each separate purchase of Raw Materials, in the form set forth in Exhibit B attached hereto (the “License Agreement”), which License Agreement may not be altered, amended, or modified except with the express written consent of an authorized officer of NAI. No Patent License or Trademark License shall be granted or deemed to have been granted to any customer of CSI that does not receive and accept the License Agreement and, except as expressly provided in this Section 2, nothing contained in this Agreement is intended to confer by implication, estoppel, or otherwise, upon CSI or any customer of CSI a license or rights in any intellectual property or other rights of NAI.

## **3. RESERVATION OF RIGHTS.**

3.1 CSI acknowledges and agrees that during the term of this Agreement, NAI and its affiliates will continue to design, develop, manufacture, sell, and distribute products using the Patent Rights and Trademark Rights and NAI may grant licenses of its rights under the Patent Rights and Trademark Rights to manufacture, offer for sale and/or sell products to third parties who are not customers of CSI and/or who did not purchase Raw Materials from CSI. Nothing in this Agreement shall be interpreted to limit in any manner or to any extent NAI’s rights and ability to act in accordance with the foregoing and NAI hereby expressly reserves such rights.

3.2 CSI acknowledges and agrees the Patent Rights and the Trademark Rights are and will remain the sole and exclusive property of NAI, subject to the rights of any other licensees, and that NAI is the owner of all proprietary rights and intellectual property rights associated therewith including without limitation all trademarks, trade dress, trade names, logos, domain names and service marks, together with all translations, adaptations, derivations and combinations, including all associated goodwill, and all applications, registrations, reservations and renewals in connection therewith, whether or not registered for the Patent Rights or the Trademark Rights. Except as otherwise permitted herein, CSI will not take any action inconsistent with NAI’s ownership of and rights under the Patent Rights and Trademark Rights. CSI will not contest or aid others in contesting the validity, enforceability or NAI’s ownership of and/or rights in the Patent Rights and Trademark Rights.

4. **FEES.**

4.1 In consideration of NAI's agreement to grant licenses to use the Patent Rights and Trademark Rights pursuant to the terms of this Agreement, CSI agrees to pay to NAI, in United States dollars, the fees and amounts set forth on Schedule 1 attached hereto (the "License Fees").

4.2 The License Fees must be paid to NAI within thirty (30) days after the end of the calendar quarter in which such License Fees are earned. CSI shall submit to NAI with its payment of the License Fees a quarterly report summarizing total sales of Raw Materials to third parties during the immediately preceding calendar quarter. The report shall be in form and content as agreed to by the parties.

4.3 If any License Fees to be paid by CSI to NAI under this Agreement become delinquent, the delinquent amount shall bear interest until paid in full with such interest. The interest will be compounded annually and will accrue at the lesser of (i) the highest annual rate allowed under applicable law at the time the outstanding amount becomes delinquent, or (ii) 0.0005 multiplied by the outstanding amount per day of delinquency.

4.4 CSI agrees to keep and maintain accurate and adequately detailed accounting records, including copies of all purchase orders, for all sales of Raw Materials sold to third parties. Such accounting records shall be kept for a minimum of three (3) years following the end of the calendar quarter in which such sales were made. During the term of this Agreement and for one year thereafter, copies of all purchase orders for the sale of Raw Materials to third parties shall be made available to NAI upon request and NAI or its agents shall otherwise have the right, upon reasonable prior notice and during ordinary business hours, to inspect the relevant accounting records of CSI to verify the accuracy of the License Fees paid or payable to NAI. Any such inspection shall be conducted so as to not unreasonably interfere with CSI's normal business activities.

4.5 CSI agrees to take commercially reasonable actions to promote, market and sell the Raw Materials.

5. **PROSECUTION AND ENFORCEMENT OF LICENSED RIGHTS.**

5.1 NAI will have sole control over, but, subject to Section 5.2, no obligations to CSI with respect to, the filing, prosecution, and maintenance (collectively, the "Prosecution") of the Patent Rights and the Trademark Rights. CSI will not have any right to participate in the Prosecution of any Patent Rights and/or Trademark Rights.

5.2 During the term of this Agreement, NAI agrees to use commercially reasonable efforts to maintain and protect the Patent Rights and Trademark Rights, to make any necessary filings, and to pay any necessary fees or other amounts due with respect thereto.

5.3 During the term of this Agreement, CSI agrees to promptly notify NAI in writing upon becoming aware of any known or suspected infringement or other improper use of any Patent Rights or Trademark Rights. Such notice will include the identity of the third party or parties known or suspected to have infringed the Patent Rights and/or Trademark Rights and any available information that is relevant to such infringement. NAI shall have sole control over enforcement and defense of all Patent Rights and Trademark Rights. CSI shall not take any action to notify a known or suspected infringing party but shall use best efforts and cooperate with NAI, at NAI's request, in litigating, settling or otherwise terminating any such infringement of the Patent Rights and/or Trademark Rights. NAI shall be entitled to any and all damages awarded as a result of or agreed to in a monetary settlement of any such claim of infringement.

**6. REPRESENTATIONS AND WARRANTIES OF CSI.**

6.1 CSI represents and warrants that all Raw Materials provided to customers of CSI that receive a Patent License shall be of the best quality and pure and free from adulteration within the guidelines of the Food, Drug and Cosmetic Act of the United States as amended.

6.2 CSI further represents, warrants and guarantees that at the time of delivery of the Raw Materials to its customers the Raw Materials will, when delivered, conform to the description on the face of the purchase order relating to such Raw Materials, and be free of defects in materials and workmanship and further, that the Raw Materials and the import, sale, marketing and distribution of such Raw Materials by CSI will comply with all applicable international, federal and state laws governing and/or related thereto as in effect from time to time.

6.3 CSI represents and warrants that it has the full right, power and authority to enter into this Agreement, to perform its obligations and duties under this Agreement, and that the performance of such obligations and duties does not and will not conflict with or result in a breach of any other agreements of CSI or any judgment, order or decree by which CSI is bound.

**7. REPRESENTATIONS AND WARRANTIES OF NAI.**

7.1 NAI represents and warrants to CSI that it has full right, power and authority to license the Patent Rights and the Trademark Rights as provided in this Agreement. NAI further represents and warrants to CSI that it has the full right, power and authority to enter into this Agreement, to perform its obligations and duties under this Agreement, and that the performance of such obligations and duties does not and will not conflict with or result in a breach of any judgment, order or decree by which NAI is bound.

7.2 THE EXPRESS WARRANTIES SET FORTH IN SECTION 7.1 ARE THE ONLY WARRANTIES MADE BY NAI IN CONNECTION WITH THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

7.3 Without limiting the generality of Section 7.2, nothing in this Agreement shall be construed as giving rise to:

(a) a warranty or representation by NAI as to the validity, enforceability, or scope of any right included in the Patent Rights or Trademark Rights;

( b ) a warranty or representation by NAI that any Licensed Products made or sold under any license or sublicense granted in accordance with this Agreement will not infringe, directly or indirectly, any patent or other intellectual property rights of any third party under the laws of the United States or any other jurisdiction; or

(c) an obligation to furnish any know-how not provided in the Patent Rights or Trademark Rights or any services other than those expressly specified in this Agreement.

8. **INDEMNITY; LIMITATION ON LIABILITY.**

8 . 1 CSI will defend, indemnify and hold NAI, its subsidiaries and affiliates and their respective officers, directors, agents and employees harmless from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to (i) any breach of this Agreement by CSI, including any breach of the representations and warranties made by CSI, (ii) any intentional or negligent acts or omissions by CSI, its employees or agents, (iii) any activities of CSI relating to, concerning, or based on the import, distribution, sale, marketing or marking of the Raw Materials, or (iv) any claims or causes of action relating to product liability or for injury to property or person arising from any defects in the Raw Materials.

8 . 2 NAI will defend, indemnify and hold CSI, its subsidiaries and affiliates and their respective officers, directors, agents and employees harmless from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to (i) any breach of this Agreement by NAI, including any breach of the representations and warranties made by NAI, its employees or agents.

8 . 3 Each party will use reasonable efforts to notify the other promptly of any claim for which such party believes it is entitled to indemnification under this Section 8 and which such party desires the other to defend. However, a party's failure to provide such notice or delay in providing such notice will relieve the indemnifying party of its obligations under this Section 8 only if and to the extent such delay or failure materially prejudices the indemnifying party's ability to defend such claim. The indemnified party will have the right to participate in the defense of such claim with its own counsel. No settlement of a claim will be binding on the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed.

8 . 4 In no event shall either party be liable for any indirect, special, incidental or consequential damages (including, without limitation, damages for loss of profits or expected savings or other economic losses, or for injury to persons or property) arising out of or in connection with this Agreement or its subject matter regardless of whether such party knows or should know of the possibility of such damages. NAI's aggregate liability for all damages of any kind relating to this Agreement or its subject matter shall not exceed the amount of License Fees paid by CSI to NAI under this Agreement. The foregoing exclusions and limitations shall apply to all claims and actions of any kind, whether based on contract, tort (including but not limited to negligence), or any other grounds, but shall not include claims of indemnity arising under Section 8.1 or 8.2 above.



**9. INSURANCE.**

9.1 CSI shall, at its sole cost and expense, procure and maintain comprehensive or commercial general liability insurance in amounts not less than \$2,000,000 per incident and \$3,000,000 annual aggregate naming NAI as an additional insured. Such general liability insurance shall provide product liability coverage and broad form contractual liability coverage with a minimum of \$3,000,000 of product liability insurance. Copies of insurance certificates evidencing such insurance shall be provided to NAI upon request.

**10. TERM AND TERMINATION.**

10.1 The term of this Agreement shall begin on the Effective Date and, unless sooner terminated as provided herein, shall continue until March 31, 2015.

10.2 NAI and CSI acknowledge and agree that prior to the Effective Date and from on or about March 31, 2011, they had an understanding covering the subject matter of this Agreement, which understanding was as set forth in that certain Agreement to Sublicense by and between NAI and CSI effective as of July 1, 2011 (the "Prior Agreement"). The Prior Agreement terminated in accordance with its terms on March 31, 2014. NAI and CSI expressly agree that any sales by CSI of Raw Materials that but for the termination of the Prior Agreement would have been covered by, subject to and/or otherwise made pursuant to the Prior Agreement shall be considered to have been made under the Prior Agreement and subject to the terms and conditions thereof.

10.3 Either party may terminate this Agreement upon ninety (90) days written notice to the other party. In the event of termination by either party, NAI agrees to purchase any inventory of Raw Material from CSI that is (i) in CSI's possession at the time of notice of termination, (ii) in transit to CSI from a supplier of Raw Material and (iii) part of any commercially reasonable outstanding purchase order(s) issued by CSI prior to a notice of termination that CSI is unable to cancel after taking all reasonable and necessary measures.

10.4 Upon termination of this Agreement, Sections 1, 3.2, 4.4, 6, 7, 8, 10.4, 11 and 12 will survive.

**11. CONFIDENTIAL INFORMATION AND NON-DISCLOSURE.**

11.1 Each party shall be prohibited from disclosing or appropriating to its own use, or to the use of any third party, any proprietary, secret, or confidential information of the other party. Examples of confidential information that may be disclosed by one party to the other party include but are not limited to: information pertaining to products, product development, research, marketing information, promotional or advertising strategies, processes, future projects, intellectual property, and any information that is not in the public domain or is not readily available to the public. This confidentiality obligation shall not apply to: (i) information which at the time of the disclosure is in the public domain; (ii) information which, after disclosure, becomes part of the public knowledge by publication, or otherwise, except by breach of this Agreement; (iii) information that was in the possession of either party at the time of disclosure by the other party; (iv) information that was received by either party from third parties, provided such information was not obtained by said third parties, directly or indirectly, from either party on a confidential basis, or (v) information that is required to be disclosed by law, provided that the disclosing party promptly notifies the other party and cooperates reasonably with the other party's efforts to contest or limit the scope of such order. This confidentiality obligation shall exist at all times this Agreement is in force and for a period of three (3) years following termination or expiration of this Agreement.

11.2 CSI acknowledges that NAI may be required to disclose this Agreement in its filings made with the United States Securities and Exchange Commission and in connection with any legal proceedings and consents to such disclosure.

## 12. **GENERAL.**

12.1 Assignment. This Agreement may not be assigned by either party to any other entity or person without the prior written consent of the other party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon all of the parties to this Agreement and their respective successors and permitted assigns.

12.2 Entire Agreement. This Agreement and any attachments, schedules and/or exhibits hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement supersedes and replaces all prior or contemporaneous understandings, negotiations, commitments, writings and agreements between the parties hereto, whether written or oral, express or implied, with respect to its subject matter. Each party to this Agreement acknowledges that no representations, warranties, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

12.3 Severability. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction (or, if applicable, an arbitrator), the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Agreement. Any provision of this Agreement held invalid, illegal or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid, illegal or unenforceable.

12.4 No Implied Waivers: Amendment. No waiver of any term, provision or condition of this Agreement in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement. No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by the both parties.

12.5 Attorneys' Fees. If any arbitration or legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees incurred in connection with such arbitration or legal proceeding. The term "prevailing party" shall mean the party that is entitled to recover its costs in the proceeding under applicable law, or the party designated as such by the court or the arbitrators.

12.6 Governing Law. The laws of the state of California (without giving effect to its conflicts of laws principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Any action or proceeding arising out of or relating to this Agreement or arising out of or in any manner relating to the relationship between the parties shall only be brought in the state or federal courts in the County of San Diego, California, and each of the parties hereto submits to the personal jurisdiction of such court (and of the appropriate appellate courts wherever located) in any such action or proceeding, and selects the courts in the County of San Diego, California for proper venue in any such action or proceeding.

12.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

12.8 Construction. The captions and headings contained in this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof. Each party acknowledges that such party, after negotiation, has reviewed and revised this Agreement. The terms of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto.

12.9 Relationship of the Parties. The terms and provisions of this Agreement shall not in any respect be construed to constitute NAI or CSI as the agent, employee, partner or joint venturer of the other. All persons employed by any party in connection with this Agreement shall be the employees or agents of that party and under no circumstances shall a party's employees or agents be deemed to be employees or agents of any other party. In the event any parties utilize common vendors or contractors, each party utilizing such common vendor or contractor will maintain such a relationship and any obligations, agreements and accounts with such common vendor or contractor separate and distinct from any other party's. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

12.10 Further Assurances. The parties agree (i) to furnish upon request to each other such further information, (ii) to execute and deliver to each other such other documents, and (iii) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

12.11 Publicity. Subject to Section 11.2, the parties agree that no press release, or public announcement of this Agreement or concerning the activities and transactions contemplated herein shall be issued without the prior written consent of both parties to the content of such release or public announcement, except as may be required by law.

12.12 Notice. All notices, consents, waivers and other communications required or permitted under this Agreement must be in writing and will be deemed to have been given by a party (a) when delivered by hand; (b) one day after deposit with a nationally recognized overnight courier service; or (c) five days after deposit in the United States mail, if sent by certified mail, return receipt requested; in each case costs prepaid and to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate by notice to the other parties).

If to NAI:

Natural Alternatives International Inc.  
1185 Linda Vista Drive Suite 105  
San Marcos, CA 92078  
Attn: Chief Executive Officer  
Telephone: (760) 736-7742

If to CSI:

Compound Solutions, Inc.  
1930 Palomar Point Way  
Carlsbad, CA 92008  
Attn: Chief Executive Officer  
Telephone: (760) 739-9881

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**NAI**

Natural Alternatives International, Inc.,  
a Delaware corporation

/s/ Mark A. LeDoux  
Mark A. LeDoux, Chief Executive Officer

**CSI**

Compound Solutions, Inc.,  
a California corporation

/s/ Matthew Titlow  
Signature

Printed Name: Matthew Titlow

Title: CEO

Signature Page to Agreement to License

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**EXHIBIT A**

**Raw Materials**

1. Beta-alanine

Exhibit A

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**EXHIBIT B**

**Form of License Agreement**

(attached)

Exhibit B

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## CARNOSYN® BETA-ALANINE LICENSE AGREEMENT

13. **Acceptance of Agreement.** By purchasing and accepting delivery of the raw material known as beta-alanine (the “Raw Material”) from Compound Solutions, Inc. (“CSI”), you agree to the terms and conditions and agree to be bound by this License Agreement (“Agreement”) with Natural Alternatives International, Inc. (“NAI”). This Agreement shall apply to the initial purchase and all subsequent purchases of the Raw Material.

14. **Certain Definitions.** “Field of Use” means dietary supplements. The Field of Use does not include the use of the Raw Material and/or Patent Rights for animals or for any human medical or pharmaceutical related use or for use in any product of any kind for which claims are made or that is otherwise marketed in any way as to suggest sustained or time release of the Raw Material. “Licensed Products” means any products incorporating or made from the Raw Material obtained from CSI or any material, substance, component or product derived or developed from or based upon the Raw Material obtained from CSI and covered in whole or in part by any of the claims of the Patent Rights. Licensed Product shall not include Raw Material purchased from CSI that contains or is mixed or comingled with any beta-alanine obtained from any source other than CSI. “Patent Rights” means the rights of NAI in information, discoveries, concepts, techniques, designs, processes, technology and inventions claimed in the following United States patents, any reissues, reexaminations, or extensions, continuations, continuations-in-part, or divisionals of any of the following United States patents, and any international counterparts to the following United States patents, including the inventions and discoveries described, covered and claimed therein and foreign equivalents identified under Section I at <http://www.camosyn.com/patents>. “Trademark Rights” means NAI’s rights as the owner of the following registered trademarks: (i) CARNOSYN (standard character mark), Registration No. 3,146,289; (ii) CARNOSYN CARNOSINE SYNTHESIZER (standard character mark), Registration No. 3,121,544; and (iii) CARNOSYN CARNOSINE SYNTHESIZER & Design, Registration No. 3,091,092.

15. **Obligations Related to Third Parties.** This Agreement is intended to bind you and any third party including, but not limited to, suppliers, formulators, contract manufacturers, customers, distributors, and/or resellers for which you purchase and/or accept delivery of the Raw Material. To the extent you are purchasing and/or accepting delivery of the Raw Material on behalf of such third party, you shall promptly provide a copy of this Agreement to the third party upon your receipt of the Agreement. The License granted in Section 4 is contingent upon your compliance with this Section. Failure to comply with this Section shall constitute a material breach of the Agreement and will render the license granted herein to you and/or such third party void. You agree to accept liability for and to defend, indemnify and hold NAI, its subsidiaries and affiliates and their respective officers, directors, agents and employees harmless for any such third party’s actions that implicate the claims, losses, liabilities, damages, costs and expenses identified in Section 9. You represent and warrant to NAI that all such third parties agree to be bound by this Agreement unless you otherwise notify NAI within ten (10) days of your receipt of this Agreement.

16. **Grant of License.** Subject to the terms of this Agreement, NAI hereby grants to you a worldwide, non-exclusive, non-transferable, non-assignable, non-sublicenseable, royalty-free (i) license of NAI’s rights under the Patent Rights to manufacture, have manufactured, offer for sale, and/or sell Licensed Products within the Field of Use using or incorporating beta-alanine purchased from CSI (the “Patent License”), and (ii) license to use and reproduce the trademarks comprising the Trademark Rights solely to advertise, market, and promote the Licensed Products within the Field of Use (the “Trademark License”). The Patent License and Trademark License are expressly limited to the Raw Material purchased from CSI. The Patent License and Trademark License granted herein shall not include Raw Material purchased from CSI that contains or is mixed or comingled with any beta-alanine obtained from any source other than CSI.

17. **Product Labeling Requirements.** You agree to appropriately mark any Licensed Products made by you or on your behalf with all applicable patent numbers of the Patent Rights and foreign equivalents under which such Licensed Products are covered, or to employ a virtual marking by labeling Licensed Products with the following language “covered by one or more patents identified at [www.camosyn.com](http://www.camosyn.com)” in compliance with 35 U.S.C. §287(a). You further agree to reproduce the mark “CamoSyn®”, and any other applicable trademarks comprising the Trademark Rights, on any Licensed Products made by you or on your behalf pursuant to and in accordance with the Trademark License. In addition to this License Agreement, you shall also receive instructions from CSI regarding product labeling that are incorporated herein by reference. You shall, upon request by NAI or CSI, provide copies of labels used on Licensed Products to NAI for inspection and approval. To the extent NAI’s approval is necessary, it shall be provided to you within three (3) business days of NAI’s receipt of the necessary labels for inspection.



18. **Ownership of Rights.** You acknowledge and agree the Patent Rights and the Trademark Rights are and will remain the sole and exclusive property of NAI, and that NAI is the owner of all proprietary rights and intellectual property rights associated therewith including without limitation all trademarks, trade dress, trade names, logos, domain names and service marks, together with all translations, adaptations, derivations and combinations, including all associated goodwill, and all applications, registrations, reservations and renewals in connection therewith, whether or not registered for the Patent Rights or the Trademark Rights. Except as otherwise permitted herein, you will not take any action inconsistent with NAI's ownership of and rights under the Patent Rights and Trademark Rights. You will not contest or aid others in contesting the validity, enforceability or NAI's ownership of and/or rights in the Patent Rights and Trademark Rights.

19. **Prosecution and Enforcement of Patent Rights and Trademark Rights.** NAI will have sole control over, but, subject to below, no obligations to you with respect to, the filing, prosecution, and maintenance (collectively, the "Prosecution") of the Patent Rights and the Trademark Rights. You will not have any right to participate in the Prosecution of any Patent Rights and/or Trademark Rights. During the term of this Agreement, NAI agrees to use commercially reasonable efforts to maintain and protect the Patent Rights and Trademark Rights, to make any necessary filings, and to pay any necessary fees or other amounts due with respect thereto. NAI shall have sole control over enforcement and defense of all Patent Rights and Trademark Rights. NAI shall be entitled to any and all damages awarded as a result of or agreed to in a monetary settlement of any such claim of infringement.

20. **Representations and Warranties.** You represent and warrant that (i) all Licensed Products will be of the best quality and will be free of defects in materials and workmanship; (ii) the Licensed Products and the manufacture, sale, marketing and distribution of such Licensed Products will comply with the terms of this Agreement, including, without limitation, the product labeling requirements, and all applicable international, federal and state laws governing and/or related thereto as in effect from time to time; (iii) you have the full right, power and authority to enter into this Agreement, to perform your obligations and duties under this Agreement, and that the performance of such obligations and duties does not and will not conflict with or result in a breach of any other agreements to which you are bound or any judgment, order or decree by which you are bound; and (iv) you are in compliance with all laws, regulations, government policies and procedures pertaining to the subject matter of this Agreement. Nothing in this Agreement shall be construed as giving rise to: (a) a warranty or representation by NAI as to the validity, enforceability, or scope of any right included in the Patent Rights or Trademark Rights; (b) a warranty or representation by NAI that any Licensed Products made or sold under any license or sublicense granted in accordance with this Agreement will not infringe, directly or indirectly, any patent or other intellectual property rights of any third party under the laws of the United States or any other jurisdiction; or (c) an obligation to furnish any know-how not provided in the Patent Rights or Trademark Rights or any services other than those expressly specified in this Agreement.

21. **Indemnity; Limitation on Liability.** You agree to defend, indemnify and hold NAI, its subsidiaries and affiliates and their respective officers, directors, agents and employees harmless from and against any and all claims, losses, liabilities, damages, costs and expenses (including attorneys' and experts' fees) directly or indirectly arising from or relating to (i) any breach of this Agreement by you, including any breach of the representations and warranties made by you, (ii) any intentional or negligent acts or omissions by you, or your officers, employees or agents, (iii) any activities by you relating to, concerning, or based on the manufacture, sale, marketing, marking or distribution of the Licensed Products, or (iv) any claims or causes of action relating to product liability or for injury to property or person arising from any defects in the Licensed Products. NAI will have the right to participate in the defense of such claim with its own counsel, to be paid by you. No settlement of a claim will be binding on NAI without NAI's prior written consent. In no event shall NAI be liable for any indirect, special, incidental or consequential damages (including, without limitation, damages for loss of profits or expected savings or other economic losses, or for injury to persons or property) arising out of or in connection with this Agreement or its subject matter regardless of whether NAI knows or should know of the possibility of such damages. NAI's aggregate liability for all damages of any kind relating to this Agreement or its subject matter shall not exceed the amount NAI receives for Raw Material purchased by you from CSI under this License Agreement. The foregoing exclusions and limitations shall apply to all claims and actions of any kind, whether based on contract, tort (including but not limited to negligence or strict liability), fraud, misrepresentation or any other grounds.

2 2 . **Termination.** This Agreement shall automatically terminate upon the expiration or termination of NAI's Patent Rights or Trademark Rights, as applicable, or the use, manufacture, or sale of the Licensed Products using Raw Material purchased from CSI, which is accompanied by this License Agreement, is complete, whichever is sooner. NAI may terminate this Agreement after notice to you if you materially fail to comply with any term or covenant in this Agreement and such failure continues for more than thirty (30) days after written notice of such breach from NAI. Upon termination of this Agreement, Sections 2, 3, 6, 7, 8, 9, 10 (with respect to this last sentence), 11 and 12 will survive.

2 3 . **Records.** You shall maintain accurate and complete records of all of your purchases and sales of Raw Material and products containing Raw Material for the term of this Agreement and for at least two years thereafter, including dates, quantities and identity of the seller(s) for your purchases and dates, quantities and identity of your customers. NAI shall have a right to audit and inspect your books and records pertaining to beta-alanine purchases and sales, Raw Material and Licensed Products, not more than once each calendar year, at NAI's expense, by an independent auditor selected by NAI and accepted by you, which acceptance shall not be unreasonably withheld. You shall also maintain accurate and complete records sufficient to demonstrate compliance with the marking provisions set forth in Section 4 herein and that NAI's Trademark rights were used properly under this agreement. For purposes of clarity and to avoid any misunderstanding, you shall maintain records sufficient to determine which products contain beta-alanine, how much beta-alanine is included in each product, the identity of the source of the beta-alanine and all other information sufficient to confirm such information contained in this Section 10.

2 4 . **General Provisions.** This Agreement may not be amended or modified except with the express written consent of NAI. You may not assign this Agreement to any other entity or person without the prior written consent of NAI. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon each of the parties and their respective successors and permitted assigns. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect. No waiver of any term of this Agreement in any one or more instances shall be deemed to be, or be construed as, a further or continuing waiver of any such term or as a waiver of any other term of this Agreement. The laws of the State of Delaware (without giving effect to its conflicts of laws principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees incurred in connection with such legal proceeding. Any action or proceeding arising out of or relating to this Agreement or arising out of or in any manner relating to the relationship between the parties shall only be brought by you in the state or federal courts in the County of San Diego, California, and each of the parties hereto submits to the personal jurisdiction and venue of such court. You acknowledge and agree that any actual or threatened breach of this Agreement by you will constitute immediate and irreparable harm to NAI for which monetary damages would be an inadequate remedy and that injunctive relief is an appropriate remedy for such breach. The captions and headings contained in this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof. The terms of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto.

Any inquiries regarding this License Agreement between NAI and you, should be directed to Kenneth Wolf, CFO and COO, NAI, at (760) 744-7340.

/s/ Kenneth Wolf  
Kenneth Wolf, CFO, COO  
Natural Alternatives International, Inc.

Exhibit B

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## SR CARNOSYN® BETA-ALANINE LICENSE AGREEMENT

25. **Acceptance of Agreement.** By purchasing and accepting delivery of the raw material known as beta-alanine (the “Raw Material”) from Compound Solutions, Inc. (“CSI”), you agree to the terms and conditions and agree to be bound by this License Agreement (“Agreement”) with Natural Alternatives International, Inc. (“NAI”). This Agreement shall apply to the initial purchase and all subsequent purchases of the Raw Material.

26. **Certain Definitions.** “Field of Use” means dietary supplements for which claims are made or that is otherwise marketed and sold as a sustained or time release formulation of the Raw Material. The Field of Use does not include the use of the Raw Material and/or Patent Rights for animals or for any human medical or pharmaceutical related use. “Licensed Products” means any products incorporating or made from the Raw Material obtained from CSI or any material, substance, component or product derived or developed from or based upon the Raw Material obtained from CSI and covered in whole or in part by any of the claims of the Patent Rights. Licensed Product shall not include Raw Material purchased from CSI that contains or is mixed or comingled with any beta-alanine obtained from any source other than CSI. “Patent Rights” means the rights of NAI in information, discoveries, concepts, techniques, designs, processes, technology and inventions claimed in the following United States patents, any reissues, reexaminations, or extensions, continuations, continuations-in-part, or divisionals of any of the following United States patents, and any international counterparts to the following United States patents, including the inventions and discoveries described, covered and claimed therein and foreign equivalents identified under Section II at <http://www.camosyn.com/patents>. “Trademark Rights” means NAI’s rights as the owner of the following registered trademarks: SR CARNOSYN (standard character mark), U.S. Registration No. 4,147,282 and its corresponding foreign trademark rights for SR CARNOSYN.

27. **Obligations Related to Third Parties.** This Agreement is intended to bind you and any third party including, but not limited to, suppliers, formulators, contract manufacturers, customers, distributors, and/or resellers for which you purchase and/or accept delivery of the Raw Material. To the extent you are purchasing and/or accepting delivery of the Raw Material on behalf of such third party, you shall promptly provide a copy of this Agreement to the third party upon your receipt of the Agreement. The License granted in Section 4 is contingent upon your compliance with this Section. Failure to comply with this Section shall constitute a material breach of the Agreement and will render the license granted herein to you and/or such third party void. You agree to accept liability for and to defend, indemnify and hold NAI, its subsidiaries and affiliates and their respective officers, directors, agents and employees harmless for any such third party’s actions that implicate the claims, losses, liabilities, damages, costs and expenses identified in Section 9. You represent and warrant to NAI that all such third parties agree to be bound by this Agreement unless you otherwise notify NAI within ten (10) days of your receipt of this Agreement.

28. **Grant of License.** Subject to the terms of this Agreement, NAI hereby grants to you a worldwide, non-exclusive, non-transferable, non-assignable, non-sublicenseable, royalty-free (i) license of NAI’s rights under the Patent Rights to manufacture, have manufactured, offer for sale, and/or sell Licensed Products within the Field of Use using or incorporating beta-alanine purchased from CSI (the “Patent License”), and (ii) license to use and reproduce the trademarks comprising the Trademark Rights solely to advertise, market, and promote the Licensed Products within the Field of Use (the “Trademark License”). The Patent License and Trademark License are expressly limited to the Raw Material purchased from CSI. The Patent License and Trademark License granted herein shall not include Raw Material purchased from CSI that contains or is mixed or comingled with any beta-alanine obtained from any source other than CSI.

29. **Product Labeling Requirements.** You agree to appropriately mark any Licensed Products made by you or on your behalf with all applicable patent numbers of the Patent Rights and foreign equivalents under which such Licensed Products are covered, or to employ a virtual marking by labeling Licensed Products with the following language “covered by one or more patents identified at [www.camosyn.com](http://www.camosyn.com)” in compliance with 35 U.S.C. §287(a). You further agree to reproduce the mark “SR CarnoSyn®”, and any other applicable trademarks comprising the Trademark Rights, on any Licensed Products made by you or on your behalf pursuant to and in accordance with the Trademark License. In addition to this License Agreement, you shall also receive instructions from CSI regarding product labeling that are incorporated herein by reference. You shall, upon request by NAI or CSI, provide copies of labels used on Licensed Products to NAI for inspection and approval. To the extent NAI’s approval is necessary, it shall be provided to you within three (3) business days of NAI’s receipt of the necessary labels for inspection.

Exhibit B

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30. **Ownership of Rights.** You acknowledge and agree the Patent Rights and the Trademark Rights are and will remain the sole and exclusive property of NAI, and that NAI is the owner of all proprietary rights and intellectual property rights associated therewith including without limitation all trademarks, trade dress, trade names, logos, domain names and service marks, together with all translations, adaptations, derivations and combinations, including all associated goodwill, and all applications, registrations, reservations and renewals in connection therewith, whether or not registered for the Patent Rights or the Trademark Rights. Except as otherwise permitted herein, you will not take any action inconsistent with NAI's ownership of and rights under the Patent Rights and Trademark Rights. You will not contest or aid others in contesting the validity, enforceability or NAI's ownership of and/or rights in the Patent Rights and Trademark Rights.

31. **Prosecution and Enforcement of Patent Rights and Trademark Rights.** NAI will have sole control over, but, subject to below, no obligations to you with respect to, the filing, prosecution, and maintenance (collectively, the "Prosecution") of the Patent Rights and the Trademark Rights. You will not have any right to participate in the Prosecution of any Patent Rights and/or Trademark Rights. During the term of this Agreement, NAI agrees to use commercially reasonable efforts to maintain and protect the Patent Rights and Trademark Rights, to make any necessary filings, and to pay any necessary fees or other amounts due with respect thereto. NAI shall have sole control over enforcement and defense of all Patent Rights and Trademark Rights. NAI shall be entitled to any and all damages awarded as a result of or agreed to in a monetary settlement of any such claim of infringement.

32. **Representations and Warranties.** You represent and warrant that (i) all Licensed Products will be of the best quality and will be free of defects in materials and workmanship; (ii) the Licensed Products and the manufacture, sale, marketing and distribution of such Licensed Products will comply with the terms of this Agreement, including, without limitation, the product labeling requirements, and all applicable international, federal and state laws governing and/or related thereto as in effect from time to time; (iii) you have the full right, power and authority to enter into this Agreement, to perform your obligations and duties under this Agreement, and that the performance of such obligations and duties does not and will not conflict with or result in a breach of any other agreements to which you are bound or any judgment, order or decree by which you are bound; and (iv) you are in compliance with all laws, regulations, government policies and procedures pertaining to the subject matter of this Agreement. Nothing in this Agreement shall be construed as giving rise to: (a) a warranty or representation by NAI as to the validity, enforceability, or scope of any right included in the Patent Rights or Trademark Rights; (b) a warranty or representation by NAI that any Licensed Products made or sold under any license or sublicense granted in accordance with this Agreement will not infringe, directly or indirectly, any patent or other intellectual property rights of any third party under the laws of the United States or any other jurisdiction; or (c) an obligation to furnish any know-how not provided in the Patent Rights or Trademark Rights or any services other than those expressly specified in this Agreement.

33. **Indemnity; Limitation on Liability.** You agree to defend, indemnify and hold NAI, its subsidiaries and affiliates and their respective officers, directors, agents and employees harmless from and against any and all claims, losses, liabilities, damages, costs and expenses (including attorneys' and experts' fees) directly or indirectly arising from or relating to (i) any breach of this Agreement by you, including any breach of the representations and warranties made by you, (ii) any intentional or negligent acts or omissions by you, or your officers, employees or agents, (iii) any activities by you relating to, concerning, or based on the manufacture, sale, marketing, marking or distribution of the Licensed Products, or (iv) any claims or causes of action relating to product liability or for injury to property or person arising from any defects in the Licensed Products. NAI will have the right to participate in the defense of such claim with its own counsel, to be paid by you. No settlement of a claim will be binding on NAI without NAI's prior written consent. In no event shall NAI be liable for any indirect, special, incidental or consequential damages (including, without limitation, damages for loss of profits or expected savings or other economic losses, or for injury to persons or property) arising out of or in connection with this Agreement or its subject matter regardless of whether NAI knows or should know of the possibility of such damages. NAI's aggregate liability for all damages of any kind relating to this Agreement or its subject matter shall not exceed the amount NAI receives for Raw Material purchased by you from CSI under this License Agreement. The foregoing exclusions and limitations shall apply to all claims and actions of any kind, whether based on contract, tort (including but not limited to negligence or strict liability), fraud, misrepresentation or any other grounds.

3 4 . **Termination.** This Agreement shall automatically terminate upon the expiration or termination of NAI's Patent Rights or Trademark Rights, as applicable, or the use, manufacture, or sale of the Licensed Products using Raw Material purchased from CSI, which is accompanied by this License Agreement, is complete, whichever is sooner. NAI may terminate this Agreement after notice to you if you materially fail to comply with any term or covenant in this Agreement and such failure continues for more than thirty (30) days after written notice of such breach from NAI. Upon termination of this Agreement, Sections 2, 3, 6, 7, 8, 9, 10 (with respect to this last sentence), 11 and 12 will survive.

3 5 . **Records.** You shall maintain accurate and complete records of all of your purchases and sales of Raw Material and products containing Raw Material for the term of this Agreement and for at least two years thereafter, including dates, quantities and identity of the seller(s) for your purchases and dates, quantities and identity of your customers. NAI shall have a right to audit and inspect your books and records pertaining to beta-alanine purchases and sales, Raw Material and Licensed Products, not more than once each calendar year, at NAI's expense, by an independent auditor selected by NAI and accepted by you, which acceptance shall not be unreasonably withheld. You shall also maintain accurate and complete records sufficient to demonstrate compliance with the marking provisions set forth in Section 4 herein and that NAI's Trademark rights were used properly under this agreement. For purposes of clarity and to avoid any misunderstanding, you shall maintain records sufficient to determine which products contain beta-alanine, how much beta-alanine is included in each product, the identity of the source of the beta-alanine and all other information sufficient to confirm such information contained in this Section 10.

3 6 . **General Provisions.** This Agreement may not be amended or modified except with the express written consent of NAI. You may not assign this Agreement to any other entity or person without the prior written consent of NAI. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon each of the parties and their respective successors and permitted assigns. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect. No waiver of any term of this Agreement in any one or more instances shall be deemed to be, or be construed as, a further or continuing waiver of any such term or as a waiver of any other term of this Agreement. The laws of the State of Delaware (without giving effect to its conflicts of laws principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees incurred in connection with such legal proceeding. Any action or proceeding arising out of or relating to this Agreement or arising out of or in any manner relating to the relationship between the parties shall only be brought by you in the state or federal courts in the County of San Diego, California, and each of the parties hereto submits to the personal jurisdiction and venue of such court. You acknowledge and agree that any actual or threatened breach of this Agreement by you will constitute immediate and irreparable harm to NAI for which monetary damages would be an inadequate remedy and that injunctive relief is an appropriate remedy for such breach. The captions and headings contained in this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof. The terms of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto.

Any inquiries regarding this License Agreement between NAI and you, should be directed to Kenneth Wolf, CFO and COO, NAI, at (760) 744-7340.

/s/ Kenneth Wolf  
Kenneth Wolf, CFO, COO  
Natural Alternatives International, Inc.

Exhibit B

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**SCHEDULE 1**

**License Fees**

\$7.00 for each kilogram of Raw Material sold by CSI.

Schedule 1

TARCHINI REAL ESTATE SA - Manno, Centro Galleria 3, further mentioned as landlord and represented by Mr. Silvio Tarchini (VAT # CHE-100.072.922)

and

NAIE NATURAL ALTERNATIVES INTERNATIONAL EUROPE SA – Manno, Centro Galleria 1, further mentioned as tenant, represented by Mr. Mark LeDoux and Mr. Fausto Petrini (VAT # CHE-105.013.401)

enter the following

**LEASE CONTRACT**

1.  
TARCHINI REAL ESTATE SA – Manno, lease to NAIE NATURAL ALTERNATIVES INTERNATIONAL EUROPE SA – Manno a surface of 8'153.39 sqm, located in the building Centro Galleria 1, Map 433 in Manno, first and second floors, including the use of 12 indoor parking places identified as # 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 87, including the use of 29 outdoor parking places identified as # 101, 102, 103, 144, 145, 146, 148, 149, 150, 151, 152, 154, 155, 156, 157, 158, 159, 164, 165, 166, 230, 231, 232, 233, 234, 235, 236, 237.
2.  
The leased surface is highlighted in yellow in the attached layouts, the areas are identified as # 1, 2, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 17, 18, 22, 25, 31.
3.  
The tenant will use the areas as offices, laboratory, warehouse and production, in agreement with the current regulations.

4.

The lease is effective as of July 01, 2014 for a 5-year duration having a binding expiry on June 30, 2019. Nonetheless, the tenant has the faculty to renew the present contract for additional 5 years, by means of a written registered letter to address to the landlord one year ahead.

4 a.

The present contract supersedes the previous dated September 03, 2012 entered by TARCHINI REAL ESTATE SA and NAIE SA.

### **LEASE**

5.

Starting July 01, 2014 to December 31 2015, the yearly lease is fixed at CHF 1'590'987,- (one million five hundred ninety thousand nine hundred eighty seven/00 Swiss francs) VAT excluded, property expenses included, payable in advance with quarterly settlements on January 01, April 01, July 01 and October 01 of every year.

Starting January 1, 2016, the yearly lease will be fixed at CHF 1'390'234,- (one million three hundred ninety thousand two hundred thirty four Swiss francs) VAT excluded, payable in advance with quarterly settlements on January 01, April 01, July 01 and October 01 of every year.

Overdue settlements of the quarterly lease portions will be increased by an interest rate of 7% (seven percent).

Upon 1 month delay of the lease portion payment,s the landlord has the faculty to initiate a legal recovery, being the present contract an acknowledgement of indebtedness as per article 82 – LEF (National Law on Failure & Insolvency).

6.

The existing deposit # 550557-10 of CHF 45'103.70 executed on May 07, 2003 in favor of the landlord at the Credit Suisse bank guarantees any subsequent duty deriving from the present contract.



## LEASE INDEXING

7.

The lease is index-linked. It will be yearly adjusted to the national cost of living index with one-month notice.

Contract initial index: 335.10.

The first adjustment may occur on January 01, 2017.

8.

In the event the tenant, for whatever reason, would not leave the leased areas at the contract termination date or at any extended date settled by the judge, the tenant already agrees to pay to the landlord a lease equivalent to 150% of the last lease for the months the tenant will occupy the areas, against the landlord's will.

9.

All costs for lightening, power or whatever energy used in the leased areas are at the tenant's expenses.

10.

The lease includes the property expenses, as well as administration costs, routine maintenance and operating expenses of the shared utilities.

The following expenses, costs or taxes are included in the lease:

- Heating
- Air conditioning of the offices
- Shared spaces lightening and powering
- Shared spaces drinkable water
- Sewage and cleansing
- Gardening and maintenance of the shared areas
- Snow removal
- Cleaning of the shared spaces.

In the event the tenant's activity would cause a high usage of heating or any other utility, causing an increase in cost above the average, such costs will be at the tenant's expenses.

Beside the above mentioned expenses, the property expenses include all expenses as stated in the “Catef” lease contract (Camera Ticinese dell’Economia Fondaria = Tessin Association of the real estate owners).

11.  
The landlord will insure the building against fire, whilst the tenant will insure his properties stored in the leased areas against fire, water damages, natural events etc.

#### **MODIFICATIONS INTO THE LEASED AREAS**

12.  
The tenant is allowed to modify the leased areas at his own expenses and whereas those modifications are necessary to his specific activity, previous written agreement by the landlord.

13.  
Upon lease contract termination, the leasehold improvements to walls and building will remain the property of the landlord, with no obligation of refunding from his side, in the event such modifications cannot be removed without causing damages to the structure.

14.  
The tenant will pay all costs such as electrical connections to the existing central heating, power system, phone lines already installed in the leased areas. The RAISI certifications and all future controls to the electrical system, as legally stated, are at his costs as well (Low tension regulations – OIBT).

All electric connections or installations in building Galleria 1 must be carried out by contractors hired by Tarchini Real Estate SA.

The phone connections will be ruled by a separate contract between the landlord and tenant. The tenant is not allowed to use external phone, fax, telex lines if not connected to the Alcatel main switchboard.

Parking signals, logos, signs will be placed by the company SPM S.A. and costs invoiced to the tenant. It is forbidden to place any type of panel, commercial, logo without prior approval by the landlord.

**DISPUTE AND LITIGATION**

15.

Governing Law for any dispute, where not regulated by the present contract, is the Pretura di Lugano (Court of Lugano).

16.

This contract is undersigned in two originals, one for each party.

IN WITNESS WHEREOF,  
Manno, June 05, 2014

**The Landlord :**

**TARCHINI REAL ESTATE SA**

/s/ Silvio Tarchini  
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**The Tenant :**

**NAIE NATURAL ALTERNATIVES INT.  
EUROPE SA**

/s/ Mark A. LeDoux  
/s/ Fausto Petrini  
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5/6

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TECHNICAL DESCRIPTION OF THE LEASED AREAS

NAIE NATURAL ALTERNATIVES INTERNATIONAL EUROPE SA

BUILDING : Centro Galleria 1 – Manno

FLOOR : first and second

REFERENCES : # 1, 2, 4, 5 ,6, 7, 8, 10, 11, 12, 13, 15, 16, 17, 18, 22, 25, 31

FINISHES :

The areas are let in their present state, except for the warehouse inner walls that the landlord will dismantle at his expenses.

Manno, June 05, 2014

**List of Subsidiaries of  
Natural Alternatives International, Inc., a Delaware corporation**

**State or other Jurisdiction  
of Incorporation or Organization**  
Switzerland

**Name of Subsidiary**

Natural Alternatives International Europe S.A.

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following Registration Statements:

1. Form S-8 No. 333-164689, pertaining to the 2009 Omnibus Incentive Plan.
2. Form S-8 No. 333-131968, pertaining to the 1999 Omnibus Equity Incentive Plan and the 1999 Employee Stock Purchase Plan,
3. Form S-8 No. 333-117020, pertaining to the 1999 Omnibus Equity Incentive Plan
4. Form S-8 No. 333-180195, pertaining to the 2009 Omnibus Incentive Plan
5. Form S-8 No. 333-195967, pertaining to the 2009 Omnibus Incentive Plan
6. Form S-8 No. 333-154160, pertaining to the 2009 Omnibus Incentive Plan
7. Form S-8 No. 333-140185, pertaining to the 2009 Omnibus Incentive Plan

of our report dated September 25, 2014, with respect to the consolidated financial statements of Natural Alternatives International, Inc. included in this Annual Report (Form 10-K) of Natural Alternatives International, Inc. for the year ended June 30, 2014.

/s/ Ernst & Young LLP

San Diego, California  
September 25, 2014

**Certification of Chief Executive Officer  
Pursuant to  
Rule 13a-14(a)/15d-14(a)**

I, Mark A. LeDoux, Chief Executive Officer of Natural Alternatives International, Inc., certify that:

1. I have reviewed this Annual Report on Form 10-K of Natural Alternatives International, Inc.;
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: September 25, 2014

/s/ Mark A. LeDoux

Mark A. LeDoux, Chief Executive Officer

**Certification of Chief Financial Officer**  
**Pursuant to**  
**Rule 13a-14(a)/15d-14(a)**

I, Ken Wolf, Chief Financial Officer of Natural Alternatives International, Inc., certify that:

1. I have reviewed this Annual Report on Form 10-K of Natural Alternatives International, Inc.;
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: September 25, 2014

/s/ Ken Wolf

\_\_\_\_\_  
Ken Wolf, Chief Financial Officer



**Certification**  
**Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**  
**(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), each of the undersigned officers of Natural Alternatives International, Inc., a Delaware corporation, does hereby certify, to such officer's knowledge, that the Annual Report on Form 10-K for the fiscal year ended June 30, 2014 of Natural Alternatives International, Inc. fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) and that information contained in such report fairly presents, in all material respects, the financial condition and results of operations of Natural Alternatives International, Inc.

Date: September 25, 2014

/s/ Mark A. LeDoux  
Mark A. LeDoux, Chief Executive Officer

Date: September 25, 2014

/s/ Ken Wolf  
Ken Wolf, Chief Financial Officer

The foregoing certification is furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code) and is not being filed as part of the Form 10-K or as a separate disclosure document.

