

SETTLEMENT AGREEMENT AND RELEASE

The Chemical Toxin Working Group Inc. dba Healthy Living Foundation Inc. ("HLF") and British Delights, Ltd., (together "Company") enter into this Settlement Agreement ("Agreement"). HLF and Company are referred to individually as a "Party" or collectively as "Parties." The Parties agree as follows.

Introduction

The "Matter" arises out of the Notice(s) of Violations of California Health & Safety Code §25249.5, et seq. ("Proposition 65") that HLF served to Leslie A. Parsons & Sons (Burry Port) Limited, British Delights, Ltd., Walmart Inc., Wal-mart Stores East, LP on October 9, 2022, California Attorney General's number 2022-02397 (referred to as "Notice" or "NOV"). In the Notice(s), HLF alleges that the following products require a Warning for cadmium and lead under Proposition 65: Parsons pickled cockles and Parsons pickled mussels ("Covered Product(s)").

The Parties enter into this Agreement in order to fully resolve all claims, demands, and allegations regarding the Notice(s) and for the purpose of avoiding prolonged litigation. Nothing in this Agreement shall be construed as an admission of the Parties of any fact, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by the Parties of any fact, issue of law, or violation of law including but not limited to Proposition 65. Nothing in this Agreement or any document referred to shall be construed as giving rise to any presumption or inference of admission or concession by the Parties as to any fault, wrongdoing or liability.

1. Definitions

- 1.1. "Effective Date" is the date on which this Agreement is fully executed by the Parties.
- 1.2. "Compliance Date" is the date that is 30 days after the Effective Date.
- 1.3. "Expose," "Exposure" are used in this Agreement as defined in Cal. Code Regs., tit. 27, § 25102(i) and means to cause to ingest, inhale, contact via body surfaces or otherwise come into contact with a chemical listed in Proposition 65. An individual may come into contact with a listed chemical through water, air, food, consumer products.
- 1.4. "Violative Daily Exposure Level" is an exposure to more than 0.5 micrograms of lead and/or lead compounds per day and/or more than 4.1 mcg of cadmium per day.
- 1.5. "Consumer Information" is used in his Agreement as defined in Cal. Code Regs., tit. 27, § 25600.1(c) and includes warnings, directions for use, ingredient lists, and nutritional information. Consumer Information does not include the brand name, product name, company name, location of manufacture, or product advertising.
- 1.6. "Warning" is a warning compliant with the Safe Drinking Water and Toxic Enforcement Act of 1986 and accompanying regulations at Title 27, California Code of Regulations, Article 6 Clear and Reasonable Warnings, and amendments thereto.
- 1.7. "Warning Symbol" is a black exclamation point in a yellow equilateral triangle with a black outline, except that if the sign or label for the Products does not use the color yellow, the symbol may be in black and white.

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1.8. "Distributor" is any entity or individual that sells Covered Products.

1.9. "Reasonably Foreseeable" means that a reasonable inquiry would have revealed to the Company that a Distributor could sell Covered Products to California. Some, but not all examples of such circumstances include: where the Distributor sells products online/over the internet, telephone, telephone applications (apps), or mail-order; maintains or intends to maintain storage, warehouse(s), brick-and-mortar retail establishment(s) located in California.

1.10. "Distribute into the State of California" means to directly or indirectly sell Covered Product in California; ship Covered Product for sale in California, including to sell Covered Product to a Distributor that Company knows, or for which it is Reasonably Foreseeable that such distributor will sell Covered Product in California.

2. Company's Duties

2.1. Beginning as of the Effective Date, the Company shall not Distribute into the State of California Covered Product(s).

3. Settlement Payments.

3.1 In satisfaction of all claims for civil penalties and attorneys' fees and costs related to the Notices, Company shall pay a total settlement amount of \$148,000 (the "Settlement Amount") within 10 days of the Effective Date by wire transfer to HLF's counsel escrow account, for which HLF's counsel will give Company the necessary account information no later than two days after the Effective Date.

HLF shall be solely responsible for allocating the Settlement Amount pursuant to Section 3. Upon request, HLF or its legal counsel shall supply the Company with a completed W-9 form. The Settlement Amount shall be allocated as follows:

3.2. \$29,600 shall be considered a "civil penalty," of which HLF shall remit seventy-five percent (75%) to the "Safe Drinking Water and Toxic Enforcement Fund" managed by the State of California's Office of Environmental Health Hazard Assessment.

3.3. \$118,400 shall be considered reimbursement of HLF's attorneys' fees and costs related to the Matter.

3.4. Except as expressly set forth in this Section 3 and 12 below, the Parties shall bear their own costs, expenses, and attorneys' fees related to this Matter.

4. Binding Effect; Claims Covered and Released.

4.1. This Agreement is a full, final, and binding resolution between HLF and the Company of any violation of Proposition 65 related to the NOV that were or could have been asserted by HLF. HLF, on behalf of itself, and its respective principals, officers, directors, employees, parents, subsidiaries, executors, administrators, attorneys, successors, and assigns (collectively, the "Releasers"), releases and discharges the Company and its successors in interest, and each of their respective direct and indirect corporate parents, subsidiaries, as well as the past, present and future owners, shareholders, directors, officers, employees, attorneys, insurers, representatives, franchisees, members, licensees, successors and assigns of all such persons or entities, and also each entity who directly or indirectly buys, distributes, markets or sells the Covered Product(s), including but not limited to, upstream manufacturers, downstream distributors, wholesalers, customers, retailers, and marketplaces, including but not limited to Walmart Inc., Wal-Mart Stores, Inc., Wal-Mart Stores East, Inc., Wal-Mart Stores East, LP, Walmart Apollo, LLC, Wal-Mart.com, Inc., Wal-Mart.com USA, LLC, and each of their respective direct and indirect corporate parents, subsidiaries and affiliates, as well as their past, present and future owners, shareholders, directors, officers,

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employees, attorneys, insurers, representatives, franchisees, members licensees, successors and assigns (collectively, "Released Parties"), from and against any and all claims, demands, actions, causes of action, suits, liabilities, damages, penalties, fees, costs and expenses, related to all alleged violations arising under Proposition 65 for unwarned exposures to cadmium, cadmium compounds, lead, and lead compounds from the Covered Products prior to the Effective Date which shall also be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of HLF of any nature, character or kind, whether known or unknown, suspected or unsuspected, arising out of alleged or actual exposures to cadmium, cadmium compounds, lead, and lead compounds in Covered Products before the Compliance Date.

4.2. HLF, on its own behalf only, and Company, on its own behalf only, further waive and release any and all claims they may have against each other for all actions or statements made or undertaken in the course of seeking or opposing enforcement of Proposition 65 in connection with the Notice(s).

4.3. It is possible that other claims not known to the Parties, arising out of the facts alleged in the Notices, and relating to the Covered Products, will develop or be discovered. HLF on behalf of itself only, and Company on behalf of itself only, acknowledge that this Agreement is expressly intended to cover and include all such claims up through and including the Effective Date, including all rights of action therefore. The Parties acknowledge that the claims released in §§ 4.1 and 4.2, above, may include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil Code § 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HIS, WOULD HAVE MATERIALLY AFFECTED HIS OR HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

HLF and Company each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

4.4. The Parties agree that compliance by the Company with this Agreement constitutes compliance with Proposition 65 with respect to exposure to cadmium, cadmium compounds, lead, and lead compounds from use of the Covered Products.

4.5. If HLF alleges that Company has failed to comply with this Agreement, prior to filing an action or a notice of violation as to any Released Party, HLF shall first provide Company thirty (30) days' advance written notice of the alleged violation(s). HLF shall provide testing results, lot numbers, photographs of the Covered Product packaging for the Covered Product at issue. The Parties shall meet and confer during such thirty (30) day period in an effort to resolve the matter informally without the need for litigation. If the matter is not resolved within 30 days, HLF can file a litigation and recover all applicable costs and attorney fees.

4.6. This release shall not apply to any Distributor or Retail Seller who fails to provide an internet warning after the Compliance Date for Covered Products sold to consumers in the State of California.

5. Modification

5.1. This Agreement contains the entire agreement between the Parties with regard to settlement of this Matter, and supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth in this Agreement.

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5.2. Except as provided in this Section 7, this Agreement may be modified only by a written agreement of the Parties.

5.3. If, in the future, there is a Proposition 65 regulation that specifies a naturally occurring allowance for cadmium, lead, and lead compounds in the Covered Products, or there is any other change in the law that Company believes warrants a modification to this Agreement, Company may notify HLF of its intent to modify the Agreement and the Parties shall meet and confer to discuss any appropriate modification.

5.4. If a dispute should arise concerning a modification of this Agreement, then the Parties shall meet and confer in good faith to attempt to resolve the dispute, but if it cannot be resolved in that manner, either Party may present the dispute to the court for resolution.

6. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective owners, principals, shareholders, members, managers, officers, directors, employees, successors, and assigns.

7. No inference, assumption or presumption shall be drawn, and no provision of this Agreement shall be construed against any of the Parties, based upon the fact that one of the Parties and/or one of the Parties' attorneys prepared and/or drafted all or any portion of this Agreement. It is conclusively presumed that the Parties participated equally in the preparation and drafting of this Agreement.

8. This Agreement shall be deemed to have been entered into in the State of California and governed and interpreted by the laws of the State of California, regardless of the physical locations of the individuals executing this Agreement.

9. The Parties acknowledge that they have a right to consult an attorney and they have consulted their attorneys with respect to the terms and conditions of this Agreement or by signing this Agreement hereby acknowledge they have made the decision not to consult with an attorney in this Matter. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing this Agreement.


10. Any legal action to enforce this Agreement or related to this Matter may be brought in any California State court. In any legal action brought to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. This Agreement may be signed in counterparts, and each counterpart, as well as any e-mail copy or electronically stored on a cloud software copy of this Agreement, or any other counterpart, shall be deemed to be original.

12. All notices required to be given to either Party under this Agreement shall be in writing and sent to the following recipients by (1) (a) first-class mail or (b) overnight delivery, and (2) by email.

For HLF:

Poulsen Law P.C.
282 11th Avenue, Suite 2612
New York, New York, 10001
Tel: +1 (646) 776 5999
Tel: + 1(650) 296 1014 Direct
ap@poulsenlaw.org


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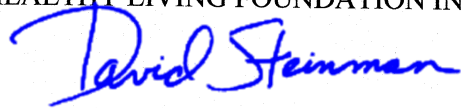
For Company:

British Delights
Attn: Stephen J Murray
Address: 63 Powers Road
Westford, MA 01886
Email: britdel@comcast.net

13. Each of the individuals who executes this Agreement represents and warrants he/she has the authority to execute this document and bind the respective Parties to the terms and conditions of this Agreement, and has read, understood, and agreed to all the terms and conditions in this Agreement.

DATED: July 28, 2023

THE CHEMICAL TOXIN WORKING GROUP INC.
DBA HEALTHY LIVING FOUNDATION INC.



Chief Officer

DATED: July 28, 2023

By: BRITISH DELIGHTS

Name: Stephen J. Murray

Title: PRESIDENT

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