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SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties. This Settlement Agreement is entered into by and between Ramy Eden ("Eden") and Palm Canyon Petroleum, Inc. ("Palm"). Eden and Palm are collectively referred to as the "Parties," and each individually as a "Party." Eden alleges that Palm is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6, et seq. ("Proposition 65").

1.2 General Allegations. Eden alleges: Palm exposed individuals to the chemical unleaded gasoline at the service station located at 205 E. 15th Street, Imperial, California without first providing individuals the health hazard exposure warning required by Proposition 65. Unleaded gasoline is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer. Palm denies these allegations.

1.3 Description of Subject Location. The location covered by this Settlement Agreement is the service station located at 205 E. 15th Street, Imperial, California ("Subject Location").

1.4 Notice of Violation and Court Action. On November 14, 2023, Eden claims to have served Palm and various public enforcement agencies with a notice of violation regarding the Subject Location which was assigned Attorney General Number 2023-03584 ("Notice"). The Notice alleged that Palm was in violation of California Health & Safety Code § 25249.6, for failing to provide the requisite warnings to customers and other individuals who came onto the premises of the Subject Location. To date, no public enforcer has diligently prosecuted the allegations set forth in the Notice. On or around July 26, 2024, Plaintiff filed a court complaint in the Superior Court of the State of California, County of Imperial, against Palm alleging that it failed to provide the requisite warnings to customers and other individuals who came onto the premises of the Subject Location ("Complaint"). This court action was assigned court case number ECU003641("Court Action"). Palm denies the allegations contained in the Notice and the Complaint.

1.5 No Admission. As stated above, Palm denies the material, factual, and legal allegations contained in the Notice and Complaint and maintains that, to the best of its knowledge, the Subject Location has been, and is, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Palm of any fact, finding, conclusion, issue of law, or violation of law; nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Palm of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Palm. However, this section shall not diminish

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or otherwise affect the obligations, responsibilities and duties under this Settlement Agreement. Notwithstanding the allegations in the Notice, Palm maintains that it has not violated Proposition 65.

1.6 Effective Date. The term "Effective Date" shall mean the date on which the Court approves this Settlement Agreement.

2. INJUNCTIVE RELIEF: WARNINGS

2.1 Clear and Reasonable Warning. As of the Effective Date, and continuing thereafter so long as Palm operates a service station at the Subject Location, Palm shall cause to be displayed at the Subject Location a clear and reasonable exposure warning as set forth in this section 2.1. The warning shall consist of the following text:

> ⚠ **WARNING**: Breathing the air in this area or skin contact with petroleum products can expose you to chemicals including benzene, motor vehicle exhaust and carbon monoxide, which are known to the State of California to cause cancer and birth defects or other reproductive harm. Do not stay in this area longer than necessary. For more information go to www.P65Warnings.ca.gov/service-station

The words "**WARNING**" shall be in all capital letters and in bold font, followed by a colon. The warning symbol to the left of the words "**WARNING**" shall be a black exclamation point in a yellow equilateral triangle with a black outline. The symbol must be in a size no smaller than the height of the words "**WARNING**".

The warning shall be posted on a sign at each gas pump at the Subject Location and the warning must be printed in no smaller than 22-point type and be enclosed in a box. If other signage at the Subject Location is provided for the public in a language other than English, the warning must be provided in English and that other language.

2.2 Compliance with Warning Regulations. The Parties agree that Palm shall be deemed to be in compliance with this Settlement Agreement by either adhering to § 2.1 of this Settlement Agreement, providing warnings that comply with Health and Safety Code § 25249.6, or complying with any rules or regulations for warnings applicable to gas stations adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") after the Effective Date.

3. PENALTIES PURSUANT TO HEALTH & SAFETY CODE § 25249.7(b)

Pursuant to California Health and Safety Code § 25249.7(b)(2), and in settlement of all the claims alleged

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in the Notice or referred to in this Settlement Agreement, Palm shall pay a total of $2,500.00 two thousand five hundred dollars) as a Civil Penalty in accordance with this Section. The Civil Penalty payment shall be allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Penalty remitted to OEHHA and the remaining 25% of the Penalty remitted to Eden. The Civil Penalty payments shall be delivered to the addresses identified in § 3.2, below.

3.1 Date for Payment of Civil Penalty. Within five (5) days of the later of the Effective Date or receipt of IRS W-9 forms for Eden and OEHHA, Palm shall issue two separate payments for the Civil Penalty payment: one payment made by check payable to "OEHHA" in the amount of $1,875.00 (one thousand eight hundred seventy five dollars); and one check made payable to (b) "Ramy Eden" in the amount of $625.00 (six hundred twenty five dollars). Each of the Civil Penalty payments shall be delivered to the addresses identified in § 3.2, below.

3.2 Payment Procedures.

(a) Issuance of Payments. Payments shall be delivered as follows:

(i) The payment owed to Eden, pursuant to § 3, shall be delivered to address set forth in Eden's IRS Form W-9.

(ii) The Civil Penalty payment owed to OEHHA shall be delivered directly to OEHHA (Memo Line "Prop 65 Penalties") at one of the following addresses (depending on whether delivery is made via United States Postal Service or a different courier):

For United States Postal Service Delivery:
Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA 95812-4010

For Non-United States Postal Service Delivery:
Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street
Sacramento, CA 95814

(b) Copy of Payment to OEHHA. Palm agrees to provide Eden's counsel with a copy of the check payable to OEHHA, simultaneous with its penalty payments to Eden, which copy shall be delivered to the address provided in § 8(a), as proof of payment to OEHHA.

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(c) Tax Documentation. Eden agrees to provide IRS W-9 forms for, each of the following payees under this Settlement Agreement:

(i) "Ramy Eden" whose address and tax identification number shall be provided within three (3) business days after this Settlement Agreement is fully executed by the Parties;

(ii) "Jarrett Charo APC" (EIN: 84-2408511) at the address provided in Section 8(a); and

(iii) "Office of Environmental Health Hazard Assessment" (EIN: 68-0284486)1001 I Street, Sacramento, CA 95814.

4. REIMBURSEMENT OF FEES AND COSTS

The Parties acknowledge that Eden and his counsel offered to reach preliminary agreement on the material terms of this dispute before reaching terms on the amount of fees and costs to be reimbursed to them. The Parties thereafter reached an accord on the compensation due to Eden and his counsel under general contract principles and the private attorney general doctrine and principles codified at California Code of Civil Procedure § 1021.5, for all work performed through the settlement of this matter. Under these legal principles, Palm shall reimburse Eden's counsel for fees and costs incurred as a result of investigating and bringing this matter to their attention and negotiating a settlement in the public interest in the total amount of $10,000.00 (ten thousand dollars). Within five (5) days of the later of the Effective Date or receipt of the IRS W-9 form for Jarrett Charo APC, Palm shall issue one check payable to "Jarrett Charo APC" in the amount of $10,000.00 (ten thousand dollars) and deliver it to the address identified in § 8(a), below.

5. RELEASE OF ALL CLAIMS

5.1 Release of Palm and affiliated entities. This Settlement Agreement is a full, final and binding resolution between Eden, acting solely on his own behalf, and Palm of any violation of Proposition 65 that was or could have been asserted by Eden or on behalf of his past and current agents, representatives, attorneys, successors, and/or assigns ("Releasors") against Palm and its respective parents, subsidiaries, assigns, predecessors, successors, affiliated entities, directors, officers, members, marketplaces, employees, agents, and attorneys ("Releasees"), based on the alleged failure to warn about exposures to unleaded gasoline under Proposition 65 at the Subject Location up through the Effective Date, as alleged in the Notice and/or Complaint. Compliance with the terms of this Settlement Agreement constitutes compliance with Proposition 65 with respect

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to exposures to unleaded gasoline at the Subject Location, as set forth in the Notice and/or Complaint. Releasors hereby waive any and all claims against Releasees, for any and all actions taken or statements made (or those that could have been taken or made) by Releasees, relating to enforcement of Proposition 65 concerning exposure to Unleaded Gasoline (Wholly Vaporized) at the Subject Location.

5.2 Release of Eden. Palm on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors and/or assignees, hereby waive any and all claims against Eden, his attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Eden and/or his attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against them in this matter, or with respect to the Subject Location.

5.3 California Civil Code § 1542. It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to alleged violations of Proposition 65 at the Subject Location will develop or be discovered. Eden on behalf of himself only, on one hand, and Palm, on the other hand, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through the Effective Date, including all rights of action therefor. The Parties acknowledge that the claims released in §§ 5.1 and 5.2, 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 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

5.4. Public Benefit. It is Palm's understanding that the commitments it has agreed to herein, and actions to be taken by it under this Settlement Agreement, would confer a significant benefit to the general public, as set forth in California Code of Civil Procedure § 1021.5 and California Code of Regulations tit. 11, § 3201. As such, it is the intent of Palm that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Palm's alleged failure to provide Proposition 65 service station warnings at the Subject Location, such private party action would not confer a significant benefit on the general public as to the

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Subject Location addressed in this Settlement Agreement, provided that Palm is in material compliance with this Settlement Agreement.

6. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any of the provisions of this Settlement Agreement are deemed by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected but only to the extent the deletion of the provision deemed unenforceable does not materially affect, or otherwise result in the effect of the Settlement Agreement being contrary to the intent of the Parties in entering into this Settlement Agreement.

7. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the law of the State of California and apply within the State of California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable or limited by reason of law generally, or as to unleaded gasoline, then Palm may seek modification of its warning obligations set forth in Section 2 of this Settlement Agreement by following the modification procedures set forth in Section 13 of this Settlement Agreement.

8. NOTICES

Unless specified herein, all correspondence and notices required to be provided pursuant to this Settlement Agreement to any Party shall be in writing and personally delivered or sent to that Party—via: (i) email; (ii) first-class registered or certified mail with return receipt requested; or (iii) overnight or two-day courier—at the following addresses:

(a). For Eden:
Jarrett S. Charo
Jarrett Charo APC
4079 Governor Drive, No. 1018
San Diego, CA 92122
jcharo@charolaw.com

(b). For Palm:

Maria (Mia) Severson, Esq.
AGUIRRE & SEVERSON, LLP
501 W Broadway, Ste. 1050
San Diego, CA 92101
mseverson@amslawyers.com

Either party, from time to time, may specify in writing to the other party a change of address to which all notices

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and other communications shall be sent.

9. COUNTERPARTS: SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile, .pdf signature, or Docusign signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f), COURT APPROVAL, AND RETENTION OF JURISDICTION

Eden agrees to comply with the reporting requirements referenced in California Health & Safety Code § 25249.7(f). Eden shall file in the Court Action a motion for court approval of the Settlement Agreement. Pursuant to California Code of Civil Procedure section 664.6, the Parties hereby stipulate that the court, in the Court Action, shall retain jurisdiction over the Parties to enforce this Settlement Agreement. Should the Court not approve the Settlement Agreement then the Settlement Agreement shall be void.

11. SATISFACTION OF FULL PAYMENT OBLIGATION PRECONDITION TO RELEASORS' RELEASE OF RELEASEES AND DISMISSAL OF THE COURT ACTION

Releasors' release of Releasees set forth in Section 5.1 above shall not become effective unless and until the payment obligations set forth in Sections 3 and 4 above are fully satisfied. Additionally, the Court Action shall not be dismissed unless and until the payment obligations set forth in Sections 3 and 4 above are fully satisfied. Within three (3) days of the full satisfaction of the payment obligations under Sections 3 and 4 above, Eden shall cause to be filed a request for dismissal of the Complaint, with prejudice.

12. MODIFICATION

This Settlement Agreement may be modified only by a written agreement of the Parties and approval by the Court.

13. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement of the Parties and any and all prior negotiations and understandings related hereto shall be deemed to have been merged within it. No representations or terms of agreement other than those contained herein exist or have been made by any Party with respect to the other Party or the subject matter hereof.

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14. AUTHORIZATION

The undersigned are authorized to execute this Settlement Agreement and have read, understood, and agree to each of the terms and conditions contained of this Settlement Agreement.

Agreed and accepted:

Date: 9/12/2025

By: Signed by: 4CD713DCD82B41C... _____

Ramy Eden

Agreed and accepted:

Date:

By: _____

Paul Marcinkowsi, CEO Palm Canyon Petroleum, Inc.