

ADDENDUM TO SETTLEMENT AGREEMENT

The settlement agreement previously executed on April 8, 2026, between Ema Bell (“Bell”) and Catalina Snacks, Inc. (“Catalina”) has been adapted to include changes requested by the California Office of the Attorney General as follows:

A. Section 2 (Injunctive Relief) Amendment. Section 2 (Injunctive Relief) has been amended by the Parties. It shall now read:

2.0 Overview. As of ninety (90) days after the Effective Date of this Addendum to the Settlement Agreement, Catalina, at its sole discretion, agrees to either (a) manufacture, import, or otherwise source for authorized sale in California only Compliant Products, as defined pursuant to Section 2.1 below, or (b) provide a clear and reasonable Proposition 65 warning on the Covered Product pursuant to Section 2.2 below.

2.1 Compliant Products. The Covered Product shall be deemed to comply with Proposition 65 with regard to Lead and be exempt from any Proposition 65 warning requirements for Lead if the Covered Products’ Lead content is no more than 0.5 micrograms per day (“Compliant Products”). In accordance with current law, the exposure level shall be calculated by multiplying (1) the micrograms of Lead per gram in a Covered Product (using the smaller of the two serving sizes currently listed on the Product), by (2) the grams of the Covered Product per eating occasion, which equals micrograms of Lead exposure per day. As used in this Section 2, “distributed for sale in California” means to directly ship Covered Products into California or to sell Covered Products to a distributor Catalina knows will sell Covered Products in California.

2.2 Clear and Reasonable Warning. Commencing within 90 days after the Effective Date of this Addendum to the Settlement Agreement, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 2.2 and 2.3 must be provided for all Covered Products that Catalina manufacturers, imports, distributes, sells, or offers for sale in California that is not a Compliant Product. There shall be no obligation for Catalina to provide an exposure warning for Covered Products that entered the stream of commerce within 90 days after the Effective Date of this Addendum to the Settlement Agreement. The warning shall consist of either the **Warning** or **Alternative Warning** described in §§ 2.2(a) or (b), respectively:

(a) **Warning.** The “Warning” shall consist of the statement:
CA WARNING: Consuming this product can expose you to chemicals including lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

(b) **Alternative Warning:** Catalina may, but is not required to, use the alternative short-form warning as set forth in this § 2.2(b) (“**Alternative Warning**”) as follows:

CA WARNING: Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

2.3 A Warning or Alternative Warning provided pursuant to § 2.2 must print the word

“WARNING:” in all capital letters and in bold font, followed by a colon. The **Warning** or **Alternative Warning** shall be affixed to or printed on the Products’ packaging or labeling (via Quick Response “QR” Code is acceptable), or on a placard, shelf tag, sign or electronic device, QR Code, or automatic process only if such electronic device or automatic process provides the **Warning** or **Alternative Warning** without the purchaser having to seek it out, provided that the **Warning** or **Alternative Warning** is displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use. A **Warning** or **Alternative Warning** provided via an electronic device or automatic process does not apply to internet purchases, which are subject to the provisions of Section 25602(b). The **Warning** or **Alternative Warning** may be contained in the same section of the packaging, labeling, or instruction booklet that states other safety warnings, if any, concerning the use of the Product and shall be at least the same size as those other safety warnings. Where the **Warning** or **Alternative Warning** is provided on the food product label, it must be set off from other surrounding information, and Catalina shall enclose the **Warning** or **Alternative Warning** in a black box and comply with the content requirements specified in Section 25607.2. If “consumer information,” as that term is defined in Title 27, California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is provided in a foreign language, Catalina shall provide the **Warning** or **Alternative Warning** in the foreign language in accordance with applicable warning regulations adopted by the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”).

In addition to affixing the **Warning** or **Alternative Warning** to the Product’s packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on websites where Catalina offers Products for sale to consumers in California. The requirements of this Section shall be satisfied if the **Warning** or **Alternative Warning**, or a clearly marked hyperlink using the word “**WARNING,**” appears on the product display page, or by otherwise prominently displaying the warning to the purchaser prior to completing the purchase. To comply with this Section, Catalina shall (a) post the **Warning** or **Alternative Warning** on its own website and, if it has the ability to do so, on the websites of its third-party internet sellers; and (b) if it does not have the ability to post the **Warning** or **Alternative Warning** on the websites of its third-party internet sellers, provide such sellers with written notice in accordance with Title 27, California Code of Regulations, Section 25600.2. Third-party internet sellers of the Product that have been provided with written notice in accordance with Title 27, California Code of Regulations, Section 25600.2 are not released in Section 5 of this Agreement if they fail to meet the warning requirements of this Section.

2.4 Compliance with Warning Regulations. The Parties agree that Catalina shall be deemed to be in compliance with this Settlement Agreement by either adhering to § 2 of this Settlement Agreement or by complying with warning regulations adopted by the State of California’s OEHHA applicable to the Product and the exposure at issue.

2.5 Grace Period for Existing Inventory of Products. Covered Products that are manufactured, packed, or labeled before the Effective Date of this Addendum, and 90 days after the Effective Date of this Addendum, shall be permitted to be sold as previously manufactured, packed, or labeled.

2.6 Reformulation Alternative. Catalina may, at its sole discretion, reformulate any Covered Product such that it remains qualified as a Compliant Product under Section 2.1 or other exemption under Proposition 65.

B. Effective Date. For purposes of this Addendum to the Settlement Agreement, the term “Effective Date” shall mean the date this Addendum to the Settlement Agreement is last executed by the Parties.

C. All Other Terms in the Settlement Agreement Remain Unchanged. The Parties agree that, except as expressly modified above, all other terms of the Settlement Agreement remain in full force and effect.


AGREED TO:

Dated:	EMA BELL By: _____
Dated: 06/19/2026	CATALINA SNACKS, INC. By: <u>Sarah Van Houten</u> Its: <u>CFO</u>

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Dated: 6/19/26	EMA BELL By: 
Dated:	CATALINA SNACKS, INC. By: _____ Its: _____