

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) between Environmental Research Center, Inc. (“ERC”) and Beam Organics, Inc. (“Beam Organics”) is effective on the date on which it is fully executed by both Parties (“Effective Date”). ERC and Beam Organics are referred to individually as a “Party” and collectively as the “Parties.” The Parties agree as follows:

1. This matter arises out of the Notices of Violation of California Health & Safety Code §25249.5, *et seq.* (also known as “Proposition 65”) that ERC served on Beam Organics on June 13, 2025, June 24, 2025, and August 22, 2025 (collectively referred to as the “Notices”) with regard to the products identified below (referred to as the “Covered Products”):

- **Beam Kids All-In-One Greens Superpowder Chocolate Flavor – Lead**
- **Beam Protein 100% Grass-Fed Whey Protein Isolate for Muscle Recovery & Performance Chocolate Peanut Butter Flavored (Lead)**

2. The Parties enter into this Agreement in order to fully resolve and settle all claims, demands, and allegations regarding the Notices and for the purpose of avoiding prolonged litigation. Nothing in this Agreement shall be construed as an admission of the Parties of any fact, finding, 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, finding, issue of law or violation of law. 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. This Section shall not diminish or otherwise affect the obligations, responsibilities, and duties of the Parties under this Agreement.

### **3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS**

In consideration of the following covenants and conditions contained in this Agreement, the Parties have provided the releases as set forth in Section 6 below:

**3.1** Beginning ninety (90) days after the Effective Date (the “Compliance Date”), Beam Organics shall be permanently enjoined from manufacturing for sale in the State of California, “Distributing into the State of California,” or directly selling in the State of California, any Covered Products which expose a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of lead per day, unless such Covered Products meet the warning requirements under Section 3.2.

**3.1.1** As used in this Agreement, the term “Distributing into the State of California” shall mean to directly ship Covered Products into California for sale in California or to sell Covered Products to a distributor that Beam Organics knows will sell the Covered Products in California.

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**3.1.2** For purposes of this Agreement only, including future enforcement of this Agreement, the “Daily Lead Exposure Level,” shall be measured in micrograms, and shall be calculated using the following formula: micrograms of lead per gram of product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the product label), multiplied by servings of the product per day (using the largest number of recommended daily servings appearing on the label), which equals micrograms of lead exposure per day. If the label contains no recommended daily servings, then the number of recommended daily servings shall be one.

### **3.2 Clear and Reasonable Warnings**

If Beam Organics is required to provide a warning pursuant to Section 3.1, one of the following warnings must be utilized (“Warning”):

#### **OPTION 1:**

**WARNING: [or] CA WARNING: [or] CALIFORNIA WARNING:** Consuming this product can expose you to chemicals including [lead] which is [are] 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](http://www.P65Warnings.ca.gov/food).

#### **OPTION 2:**

**WARNING: [or] CA WARNING: [or] CALIFORNIA WARNING:** Risk of [cancer and] reproductive harm from exposure to lead. See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

#### **OPTION 3:**

**WARNING: [or] CA WARNING: [or] CALIFORNIA WARNING:** Can expose you to lead, a [carcinogen and] reproductive toxicant. See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

The Warning shall begin either with the word “**WARNING**,” or the words “**CA WARNING**” or “**CALIFORNIA WARNING**” as indicated above, in all capital letters and bold print. Beam Organics shall use the phrase “cancer and” in the Option 1 and Option 2 Warnings and the phrase “carcinogen and” in the Option 3 Warning if the “Daily Lead Exposure Level” for Covered Products may be greater than 15 micrograms of lead as determined pursuant to the quality control methodology set forth in Section 3.4 and/or if Beam Organics has reason to believe that another Proposition 65 chemical is present in any Covered Products at a level requiring the cancer warning. As identified in the brackets, the Warning shall appropriately reflect whether there is lead, or multiple chemicals, as may be applicable, present in each of the Covered Products, but if there is a chemical present at a level that requires a cancer warning, the chemical requiring use of the phrase “cancer and” or “carcinogen and” in the Warning shall always be identified.

The Warning shall be securely affixed to or printed upon the label of any Covered

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Products, and it must be set off from other surrounding information and enclosed in a box. In addition, for any Covered Products sold over the internet by Beam Organics, the Warning shall appear on the checkout page when a California delivery address is indicated for any purchase of any Covered Products. An asterisk or other identifying method must be utilized to identify which product on the checkout page is subject to the Warning. In addition, if Beam Organics is required to provide a warning pursuant to Section 3.1, for any Covered Products sold over the internet, the Warning may be provided through a clearly marked hyperlink using the word “WARNING” or “CA WARNING” or “CALIFORNIA WARNING” in all capital and bold letters on the Covered Products’ primary display page so long as the hyperlink links to a page prominently displaying the Warning without content that detracts from the Warning. A Warning is not prominently displayed if the purchaser has to search for it in the general content of the website.

If Covered Products require a warning pursuant to Section 3.1 and are being sold by an online third-party seller or downstream reseller (collectively referred to as “Third-Party Seller(s)”), who is subject to Proposition 65 and known to and authorized by Beam Organics to sell such Covered Products to California consumers, and Beam Organics cannot itself add a warning to the authorized Third-Party Seller’s website because Beam Organics lacks control over such authorized Third-Party Seller’s website, then Beam Organics must (a) notify the authorized Third-Party Seller and/or its authorized agent, in writing, of the authorized Third-Party Seller’s duty to provide an internet warning when selling Covered Products to California consumers, and (b) comply with 27 C.C.R. § 25600.2 (2025) including, but not limited to, by providing the information required by 27 C.C.R. § 25600.2 (2025), including the warning language options required by this Agreement for Covered Products sold on the internet to California consumers, to any such authorized Third-Party Seller (or its authorized agent). The written notice required by this Section shall instruct the Third-Party Seller that it is responsible for providing the Warning on its website for Covered Products sold over the internet to California consumers and that the Warning shall be provided with such conspicuousness, as compared with other words, statements or designs, as to render the Warning likely to be seen, read, and understood by an ordinary individual prior to sale. Confirmation of receipt of the written notice and any renewed written notices, whether provided electronically or in writing, must be requested from the authorized Third-Party Seller, or its authorized agent, to which Beam Organics sent the written notice. If Beam Organics is unable to obtain such confirmation of receipt, Beam Organics cannot rely on this paragraph or 27 CCR § 25600.2 (2025) in lieu of providing the Warning on the label of the Covered Products.

If Covered Products require a warning pursuant to Section 3.1, the Warning shall be at least the same size as the largest of any other health or safety warnings also appearing on the website or on the label and in no event less than six (6) point type. No statements intended to or likely to have the effect of diminishing the impact of, or reducing the clarity of, the Warning on the average lay person shall accompany the Warning. Further, no statements may accompany the Warning that state or imply that the source of the listed chemical has an impact on or results in a less harmful effect of the listed chemical.

If Covered Products require a warning pursuant to Section 3.1, Beam Organics must display the Warning with such conspicuousness, as compared with other words, statements or designs on the label, or on its website, as applicable, to render the Warning likely to be read and

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understood by an ordinary individual under customary conditions of purchase or use of the product. Where a sign or label used to provide the Warning for Covered Products includes consumer information about the Covered Products in a language other than English, the Warning must also be provided in that language in addition to English.

For purposes of this Agreement, the term “label” means a display of written, printed or graphic material that is printed on or affixed to Covered Products or its immediate container or wrapper.

In the event that the Office of Environmental Health Hazard Assessment adopts one or more final regulations or legislation providing that Proposition 65 warnings as to lead in the Covered Products are no longer required, a lack of warning by Beam Organics will not thereafter be deemed a breach of this Agreement, subject to ERC’s right to contest the applicability of any such regulation or regulation to the Covered Products or chemicals at issue.

### **3.3 Conforming Covered Products**

Conforming Covered Products are Covered Products for which the “Daily Lead Exposure Level” is no greater than 0.5 micrograms of lead per day as determined by the exposure methodology set forth in Section 3.1.2 and the quality control methodology described in Section 3.4.

### **3.4 Testing and Quality Control Methodology**

**3.4.1** Beginning within one year of the Effective Date, Beam Organics shall arrange for lead testing of the Covered Products at least once a year for a minimum of three (3) consecutive years by arranging for testing of one randomly selected sample of each of the Covered Products, in the form intended for sale to the end-user, which Beam Organics intends to sell or is manufacturing for sale in California, directly selling to a consumer in California or “Distributing into the State of California.” If tests conducted pursuant to this Section demonstrate that no Warning is required for the Covered Products during each of the three (3) consecutive years, then the testing requirements of this Section will no longer be required as to the Covered Products. However, if during the three-year testing period, Beam Organics reformulates the Covered Products, Beam Organics shall test that Covered Product annually for at least two (2) consecutive years after such reformulation.

**3.4.2** For purposes of measuring the “Daily Lead Exposure Level,” the lead detection result of the one randomly selected sample of the Covered Products will be controlling.

**3.4.3** All testing pursuant to this Agreement shall be performed using a laboratory method that complies with the performance and quality control factors appropriate for the method used, including limit of detection and limit of quantification, sensitivity, accuracy and precision that meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (“ICP-MS”) achieving a limit of quantification of less than or equal to 0.005 mg/kg for lead.

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**3.4.4** All testing pursuant to this Agreement shall be performed by an independent third-party laboratory certified by the State of California or accredited by the State of California, a federal agency, the National Environmental Laboratory Accreditation Program or similar nationally recognized accrediting organization to perform the particular method of detection and analysis in question as to the Covered Products.

**3.4.5** Nothing in this Agreement shall limit Beam Organics' ability to conduct, or require that others conduct, additional testing of the Covered Products, including the raw materials used in their manufacture.

**3.4.6** Upon ERC's written request, Beam Organics shall deliver lab reports obtained pursuant to Section 3.4 and related QA/QC documentation to ERC. Beam Organics shall retain all such lab reports and related QA/QC documentation for a period of two years from the date of each test. Any request by ERC for lab reports and related QA/QC documentation shall be made prior to the expiration of the two-year time period identified in this section 3.4.6 and such request shall not be made more than once per year.

**3.4.7** The testing and reporting requirements of Section 3.4 do not apply to any Covered Product for which Beam Organics provides a Warning, continuously and without interruption from the Compliance Date, pursuant to Section 3.2 of this Agreement. In the event a Warning is provided after the Compliance Date but Beam Organics thereafter ceases to provide the Warning, Beam Organics may only do so after it has tested such Covered Product, and Beam Organics shall be required to comply with the testing requirements of Section 3.4 prior to ceasing to provide the Warning, unless Beam Organics can establish and show to ERC that the cessation in providing the Warning was a temporary error that was resolved when discovered.

**4.** Beam Organics shall make a total payment of \$40,000.00 ("Total Settlement Amount") by wire transfer to ERC's account within 14 days of the Effective Date ("Due Date"), for which ERC will give Beam Organics the necessary account information. The Total Settlement Amount shall be allocated as follows:

**a.** \$3,000.00 shall be considered a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit 75% (\$2,250.00) of the civil penalty to the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety Code §25249.12(c). ERC will retain the remaining 25% (\$750.00) of the civil penalty.

**b.** \$3,401.58 shall be considered a reimbursement to ERC for its costs incurred as a result of bringing this matter to Beam Organics' attention and negotiating a settlement.

**c.** \$33,598.42 shall be distributed to ERC for its in-house legal fees.

**d.** In the event that Beam Organics fails to remit the Total Settlement Amount owed under Section 4 of this Agreement on or before the Due Date, Beam Organics shall be deemed to be in material breach of its obligations under this Agreement. ERC shall provide written notice

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of the delinquency to Beam Organics via electronic mail. If Beam Organics fails to deliver the Total Settlement Amount within five days from the written notice, the Total Settlement Amount shall become immediately due and payable and shall accrue interest at the statutory judgment interest rate provided in the Code of Civil Procedure section 685.010, and any release provisions in Section 6 that are for the benefit of Beam Organics and/or the Released Parties (as defined in Section 6.1) shall be suspended and waived during the period of time that transpires until the Total Settlement Amount is paid in full. Additionally, Beam Organics agrees to pay ERC's reasonable attorneys' fees and costs for any efforts to collect the payment due under this Agreement.

**5.** Except as expressly set forth in Section 4, the Parties shall bear their own costs, expenses, and attorneys' fees related to the Notices.

**6. Binding Effect; Claims Covered and Released**

**6.1** This Agreement is a full, final, and binding resolution between ERC, on behalf of itself, and Beam Organics and its respective past and present owners, officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers, franchisees, licensees, customers (not including private label customers of Beam Organics), distributors, Online Marketplace Hosts (an entity that hosts an online marketplace but that never has physical possession of the products sold through its online marketplace), wholesalers, retailers, and all other upstream and downstream entities in the distribution chain of any Covered Products, and the predecessors, successors, and assigns of any of them (collectively, "Released Parties").

**6.2** ERC, on behalf of itself, hereby fully releases and discharges the Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have been asserted from the handling, use, or consumption of the Covered Products, as to any alleged violation of Proposition 65 or its implementing regulations arising from the failure to provide Proposition 65 warnings on the Covered Products regarding lead up to and including the Compliance Date that can or could have been asserted by ERC, on its own behalf, on behalf of its past and current agents, representatives, attorneys, successors and assignees (collectively "Releasors"). However, Third-Party Sellers that do not provide a Warning within a reasonable time after being instructed or notified by Beam Organics to do so as outlined in Section 3.2, are not released from liability for violations of Proposition 65.

**6.3** ERC, on its own behalf only, and Beam Organics 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 Notices up to and including the Compliance Date, provided, however, that nothing in Section 6 shall affect or limit any Party's right to seek to enforce the terms of this Agreement.

**6.4** It is possible that other claims not known to the Parties, arising out of the facts

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alleged in the Notices, and relating to the Covered Products, will develop or be discovered. ERC, on behalf of itself only, and Beam Organics, on behalf of itself only, acknowledge that this Agreement is expressly intended to cover and include all such claims up to and including the Effective Date, including all rights of action therefor. ERC and Beam Organics acknowledge that the claims released in Sections 6.2 and 6.3 above may include unknown claims, and the Parties nevertheless waive California Civil Code section 1542 as to any such unknown claims. California Civil Code section 1542 reads as follows:

(i) 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.

ERC, on behalf of itself only, and Beam Organics, on behalf of itself only, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542.

**6.5** Compliance with the terms of this Agreement shall be deemed to constitute compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to chemicals in the Covered Products as set forth in the Notices. However, Third-Party Sellers that do not provide a Warning within a reasonable time after being instructed or notified by Beam Organics to do so as outlined in Section 3.2, are not released from liability for violations of Proposition 65.

**6.6** Nothing in this Agreement is intended to apply to any occupational or environmental exposures arising under Proposition 65, nor shall it apply to any of Beam Organics' products other than the Covered Products.

7. Nothing herein shall be construed as diminishing Beam Organics' continuing obligations to comply with Proposition 65.

8. All notices required to be given to either Party to this Agreement by the other shall be in writing and sent to the following agents listed below via first-class mail, or via electronic mail where required. Courtesy copies of notices sent via first-class mail may also be sent via email.

**FOR ENVIRONMENTAL RESEARCH CENTER, INC.:**

Chris Heptinstall, Executive Director, Environmental Research Center  
3111 Camino Del Rio North, Suite 400  
San Diego, CA 92108  
Tel: (619) 500-3090  
Email: chris.heptinstall@erc501c3.org

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**With a copy to:**

Charles W. Poss  
Environmental Research Center, Inc.  
3111 Camino Del Rio North, Suite 400  
San Diego, CA 92108  
Ph: (619) 500-3090  
Email: charles.poss@erc501c3.org

**FOR BEAM ORGANICS, INC.:**

Kevin Moran  
Beam Organics, Inc.  
92 Reservoir Park Drive  
Rockland MA 02370  
Email: kevin@beamtlc.com

**With a copy to:**

Jennifer K. Singh  
Amin Wasserman Gurnani, LLP  
515 South Flower Street, 18<sup>th</sup> Floor  
Los Angeles, CA 90071  
Ph: (213) 933-2562  
Email: jsingh@awglaw.com

**9.** After executing this Agreement, ERC will submit to the California Attorney General a Report of Settlement. In addition, ERC will provide to the California Attorney General a signed copy of this Agreement. The Parties acknowledge and agree that the Parties shall provide as much information as is reasonably requested by the California Attorney General, or any other governmental agency, regarding the Notices, the settlement, and this Agreement.

**10.** This Agreement contains the entire agreement between the Parties with regard to settlement of the Notices, and supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to the Notices as set forth in this Agreement. This Agreement may be amended or modified as to injunctive terms only in whole or in part at any time only by an agreement in writing executed by the Parties.

**11.** 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, agents, successors, and assigns.

**12.** 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.

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13. If any provision, term, or section of this Agreement is found to be invalid, illegal, or unenforceable, then all remaining provisions, terms, or sections shall continue in full force and effect and remain binding on the Parties. If any provision, term, or section of this Agreement is determined to be unenforceable, then such provision, term, or section may be modified so that the unenforceable provision, term, or section is enforceable to the greatest extent possible.

14. 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 at the time of execution.

15. The Parties acknowledge by signing this Agreement that they have a right to consult an attorney and that they have either consulted their attorney(s) with respect to the Notices and the terms and conditions of this Agreement or have made the decision not to consult with an attorney regarding the Notices and the terms and conditions of this Agreement. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing this Agreement.

16. Any legal action to enforce this Agreement shall be brought in the county of Alameda of the State of California. ERC shall be entitled to seek its reasonable attorneys' fees and costs that are necessary and required to enforce the Agreement pursuant to and to the extent allowed under California Code of Civil Procedure section 1021.5.

17. Any modification to this Settlement Agreement shall be in writing and signed by the Parties. In the event that the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Covered Products and the chemical at issue, which are different from those set forth above, or makes final approved revisions to regulations applicable to Proposition 65, the Covered Products, and the chemical at issue, including to 27 CCR § 25600.2, then Beam Organics shall be entitled to seek a modification of this Agreement so that it is in accord with such new regulations or regulatory changes by OEHHA, and such modification shall not be unreasonably withheld by ERC.

18. This Agreement may be signed in counterparts, and each counterpart, as well as any facsimile, e-mail, copy of this Agreement, or any other counterpart, shall be deemed to be an original.

19. Each of the individuals who execute this Agreement represents and warrants they have the authority to execute this document and bind the respective Parties to the terms and conditions of this Agreement, and have read, understand, and agree to all the terms and conditions in this Agreement.

*Signatures on Following Page*

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DATED: 1.23.2026 BEAM ORGANICS, INC.

By: Kevin Moran  
Title: Co-CEO

DATED: 1/23/2026 ENVIRONMENTAL RESEARCH CENTER, INC.

By: Chris Heptinstall  
Title: Executive Director

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