AMENDED AND RESTATED SETTLEMENT AGREEMENT

(Attorney General No. 2026-04322)

1. INTRODUCTION

1.1. The Parties.

This Amended and Restated Settlement Agreement ("Agreement") is entered into by and between Center for Consumer Safety, LLC ("CCS"), a California limited liability company, and HealthSmart Foods, Inc. ("HealthSmart"). CCS and HealthSmart are collectively the "Parties." CCS is proceeding in the public interest under the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.6 et seq. ("Proposition 65"), which requires that consumers receive a clear and reasonable warning before exposure to chemicals known to the State of California to cause cancer or reproductive harm.

1.2. Consumer Product Description.

The product covered by this Agreement is ChocoRite Chocolate Supreme Nutritional Shake Mix, ASIN B000QACCTG, in all package sizes (the "Product"), a nutritional shake mix that HealthSmart has manufactured, distributed, sold, or offered for sale in the State of California. CCS alleges the Product exposes consumers to lead. Lead is listed under Proposition 65 as a chemical known to the State of California to cause cancer and to cause birth defects or other reproductive harm.

1.3. Notice of Violation.

On September 8, 2026, CCS served HealthSmart Foods, Inc., Amazon.com Services LLC, and the requisite public enforcement agencies with a 60-Day Notice of Violation, assigned Attorney General No. 2026-04322 (the "Notice"), alleging a failure to warn California consumers of exposure to lead from the Product. No public enforcer has commenced or is diligently prosecuting the allegations set forth in the Notice, and no complaint has been filed.

1.4. No Admission.

HealthSmart denies the factual and legal allegations in the Notice and maintains that the Product has at all times complied with all applicable laws. Nothing in this Agreement shall constitute or be construed as an admission by HealthSmart of any fact, finding, conclusion, issue of law, or

violation of law, nor shall compliance with this Agreement constitute or be construed as any such admission. This Section shall not diminish or otherwise affect HealthSmart's obligations under this Agreement.

1.5. Effective Date.

The "Effective Date" is November 9, 2026, the date on which all Parties received notice that the Settlement Agreement between them executed on that date (the "Original Agreement") had been fully executed.

1.6. Representation by Counsel.

HealthSmart acknowledges that counsel for CCS does not represent it, that it has had the opportunity to consult counsel of its choice regarding this Agreement, and that it has not relied on any statement or advice of CCS or its counsel in entering into this Agreement.

1.7. Amendment and Restatement.

This Agreement amends and restates the Original Agreement in its entirety and supersedes it. All dates and deadlines under this Agreement, including the Compliance Date and the payment deadlines in Sections 3.1 and 3.2, run from the Effective Date and are not affected by the date on which this Agreement is executed.

2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS

2.1. Overview.

Commencing on the Compliance Date, HealthSmart shall be permanently enjoined from manufacturing, importing, distributing for sale in California, or selling in California any Product manufactured on or after the Compliance Date that is not a Compliant Product as defined in Section 2.2, unless that Product bears a clear and reasonable Proposition 65 warning in accordance with Sections 2.3 and 2.4. The "Compliance Date" is the date four (4) months after the Effective Date.

2.2. Compliant Products.

The Product shall be deemed to comply with Proposition 65 with respect to lead, and to be exempt from any Proposition 65 warning requirement for lead, if its lead content results in a

Daily Lead Exposure Level of no more than 0.5 micrograms per person per day ("Compliant Product"). The "Daily Lead Exposure Level" shall be calculated by multiplying (1) the micrograms of lead per gram in the Product by (2) the grams of the Product in a single serving as set forth on the package label.

As used in this Section 2, "distributed for sale in California" means to sell, offer for sale, ship, or distribute the Product in or into California, whether directly or through one or more third-party retailers, distributors, or e-commerce marketplaces that HealthSmart knows will sell the Product in California.

2.3. Warning Obligation and Scope.

Where a Product manufactured on or after the Compliance Date is not a Compliant Product, HealthSmart shall not distribute it for sale in California unless it bears a warning that complies with Section 2.4.

2.4. Product Warnings.

A warning provided under this Agreement shall be prominently 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, and shall be clearly associated with the specific Product, in compliance with California Code of Regulations, Title 27, Article 6, Clear and Reasonable Warning Requirements, §§ 25601, 25602, 25607.1 and 25607.2. In every warning provided under this Agreement, the word "WARNING:" shall appear in capital letters and in bold print.

2.4.1. Full Warning.

> "**WARNING:** Consuming this product can expose you to 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."

2.4.2. Short-Form Warnings.

In lieu of the warning in Section 2.4.1, HealthSmart may use any of the following:

(a) "**WARNING:** Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food."

(b) "**WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov/food."

(c) "**WARNING**: Cancer and Reproductive Harm – www.P65Warnings.ca.gov/food." This form may be used only on Products manufactured and labeled before January 1, 2028, regardless of the date of sale.

2.4.3. Foreign Language.

If any label, sign, or shelf tag for the Product uses a language other than English, the warning shall also be provided in that language.

2.4.4. On-Product Warnings.

The warning shall be affixed to, printed on, or otherwise displayed on the Product label or immediate container. The word "WARNING:" shall appear in capital letters, in bold type, followed by a colon, and in a type size no smaller than that used for other consumer safety warnings appearing on the Product. The warning shall be set off from other surrounding information and enclosed in a box, as illustrated in Section 2.4.1.

2.4.5. Internet Warnings.

For Products offered for sale to California consumers through a website operated by HealthSmart, the warning shall appear on the product display page, or by a clearly marked hyperlink using the word "WARNING" on that page, or by otherwise displaying the warning to the purchaser prior to completing the purchase, such that the purchaser does not have to search for it in the general content of the page. Where HealthSmart supplies the Product to a third-party retailer, reseller, or internet seller, including Amazon.com Services LLC, HealthSmart shall provide that seller with the warning and with written notice of the warning requirement as a condition of sale, in the manner contemplated by California Code of Regulations, Title 27, § 25600.2(b), which may include submitting the warning through the seller's vendor or seller portal or catalog attributes, provided that HealthSmart retains the portal's electronic record of

each submission. HealthSmart shall not be liable under this Agreement for a third-party seller's removal or failure to display a warning that HealthSmart has provided.

2.5. Compliance with Warning Regulations.

HealthSmart shall be deemed to be in compliance with Proposition 65 and this Agreement by either adhering to this Section 2 or by complying with warning regulations adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") applicable to the Product and the exposures at issue.

2.6. Products Manufactured or Shipped Before the Compliance Date.

This Section 2 shall not apply to any Product manufactured or shipped by HealthSmart before the Compliance Date, including Products held in inventory by HealthSmart or by any retailer or reseller, or already in the stream of commerce, as of the Compliance Date ("Sell-Through Products"). Sell-Through Products are expressly covered by the releases in Section 4, and nothing in this Agreement restricts the sale of Sell-Through Products, provided that, from the Effective Date and for so long as Sell-Through Products are offered for sale, HealthSmart maintains the Proposition 65 warning for lead with each retailer and reseller to which it supplies the Product, in the manner provided in Section 2.4.5, and displays that warning on any website it operates through which the Product is offered for sale to California consumers.

3. MONETARY SETTLEMENT TERMS

In full settlement of all claims referred to in this Agreement, HealthSmart shall pay a total of $22,500, allocated as set forth below.

3.1. Civil Penalty.

Within thirty (30) calendar days of the Effective Date, HealthSmart shall pay a civil penalty of $2,500, allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% ($1,875) remitted to the Office of Environmental Health Hazard Assessment ("OEHHA") and 25% ($625) remitted to CCS.

3.2. Attorneys' Fees and Costs.

The Parties reached an accord on the compensation due to CCS and its counsel under the private attorney general doctrine codified at California Code of Civil Procedure § 1021.5, for all work performed through the Effective Date, including the investigation, the negotiation of this Agreement, and the reporting required by Section 9. Within thirty (30) calendar days of the Effective Date, HealthSmart shall pay $20,000 to Coastal Aegis Law, APC by wire transfer in accordance with Section 3.3.

3.3. Payments.

(a) The amounts owed to CCS under Section 3.1 ($625) and to Coastal Aegis Law, APC under Section 3.2 ($20,000) — $20,625 in the aggregate — shall be made through a single wire transfer to the Coastal Aegis Law, APC Client Trust Account, pursuant to payment instructions provided separately by CCS's counsel following execution of this Agreement. HealthSmart's obligations under Sections 3.1 and 3.2 as to those amounts shall be deemed fully satisfied upon successful transmission of the total payment amount to the designated account.

(b) The payment owed to OEHHA (EIN 68-0284486) under Section 3.1 ($1,875) shall be mailed directly to OEHHA, memo line "Prop 65 Penalties," at: Fiscal Operations Branch Chief, Office of Environmental Health Hazard Assessment, P.O. Box 4010, Sacramento, CA 95812-4010; or for non-United States Postal Service delivery, 1001 I Street, Sacramento, CA 95814.

(c) HealthSmart shall provide CCS's counsel with a copy of the OEHHA payment simultaneously with its delivery.

3.4. Tax Documentation.

CCS shall provide a current Form W-9 and the wire instructions contemplated by Section 3.3(a) to HealthSmart within three (3) calendar days of the Effective Date. Each day of delay beyond that period extends the payment deadlines in Sections 3.1 and 3.2 by one day. CCS provided the Form W-9 and wire instructions to HealthSmart on November 9, 2026.

4. CLAIMS COVERED AND RELEASED

4.1. CCS's Release of HealthSmart.

CCS, which serves notices in the public interest pursuant to California Health & Safety Code § 25249.7(d), in its individual capacity only and not in its representative capacity, and not on behalf of the public, releases and discharges HealthSmart and its officers, directors, employees, agents, attorneys, parents, subsidiaries, and affiliated entities, together with every person or entity that directly or indirectly distributes, sells, resells, or offers for sale units of the Product manufactured by HealthSmart, including distributors, wholesalers, retailers, resellers, online sellers and marketplaces, and Amazon.com Services LLC (collectively, the "Releasees"), from all claims for violations of Proposition 65 based on exposure to lead from the Product sold or distributed in California on or before the Effective Date, and from Sell-Through Products sold or distributed in California after the Effective Date, as alleged in the Notice.

Compliance with the terms of this Agreement shall constitute compliance with Proposition 65 with respect to lead in the Product. As to Sell-Through Products sold after the Effective Date, this release does not extend to any Releasee that has been provided the warning under Section 2.4.5 or Section 2.6 and fails to display it.

This release does not extend upstream to any entity that manufactured the Product or any component or ingredient thereof, or to any distributor or supplier that sold the Product or any component or ingredient thereof to HealthSmart.

This release is given by CCS on its own behalf only. It does not release, and shall not be construed to release, any claim brought in the public interest by any other person, or any claim of the Attorney General, a district attorney, a city attorney, or any other public prosecutor.

4.2. HealthSmart's Release of CCS.

HealthSmart, on its own behalf and on behalf of its agents, representatives, attorneys, successors, and assigns, waives all claims against CCS and its attorneys and other representatives arising from the investigation of the allegations in the Notice, the service of the Notice, and the negotiation of this Agreement, through the Effective Date.

5. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining provisions shall not be affected.

6. GOVERNING LAW AND ENFORCEMENT

This Agreement is governed by the law of the State of California and its obligations apply only to Products sold or offered for sale to consumers in California. Nothing in this Agreement relieves HealthSmart of any obligation to comply with other applicable state or federal law. This Agreement may be enforced by the Parties, and by the Attorney General and the public enforcement agencies served with the Notice.

Before commencing any action to enforce this Agreement, the Party seeking enforcement shall give written notice describing the alleged breach with reasonable particularity, and the Parties shall meet and confer to endeavor amicably to resolve the dispute. If the dispute is not resolved within sixty (60) days of that notice, or such longer period as the Parties agree in writing, either Party may file an action to enforce this Agreement. This Agreement inures to the benefit of and binds the Parties' successors and assigns.

7. NOTICE

All notices required under this Agreement shall be in writing and sent by electronic mail, by first-class registered or certified mail, return receipt requested, or by a recognized overnight courier, to the addresses below. Notice by electronic mail is effective upon transmission, provided that any notice of alleged breach given under Section 6 shall be sent both by electronic mail and by registered or certified mail or overnight courier.

To HealthSmart:

Roger Burkhart, VP of Sales and Operations
HealthSmart Foods, Inc.
1325 Newton Ave
Evansville, IN 47715
rburkhart@healthsmartfoods.com

To CCS:

Jordan Trent Jones
Coastal Aegis Law, APC
200 Clock Tower Place, Suite D101-E
Carmel, CA 93923
jtjones@coastalaegislaw.com

Any Party may change its notice address by written notice to the other Parties.

8. COUNTERPARTS AND PDF SIGNATURES

This Agreement may be executed in counterparts and by electronic or PDF signature, each of which shall be deemed an original and all of which together constitute one agreement.

9. COMPLIANCE WITH REPORTING REQUIREMENTS

CCS and its counsel shall comply with the reporting requirements of California Health & Safety Code § 25249.7(f) and California Code of Regulations, Title 11, § 3003, including submission to the Attorney General of this Agreement together with a Report of Settlement within five (5) days after this matter is subject to a settlement. CCS's counsel shall submit this Agreement to the Attorney General as a supplement to the Report of Settlement submitted for the Original Agreement.

10. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes the Original Agreement and all prior negotiations, representations, and understandings with respect to that subject matter, whether written or oral.

11. MODIFICATION

This Agreement may be modified only by a writing signed by all Parties.

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12. AUTHORIZATION

Each signatory represents that he or she has full authority to execute this Agreement on behalf of the Party for whom he or she signs, and that the Party has read, understood, and agreed to all of its terms.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the dates set forth below.

CENTER FOR CONSUMER SAFETY, LLC

By: Trent Jones

Name: Jordan Trent Jones

Title: Counsel for Center for Consumer Safety, LLC, duly authorized to execute on its behalf

Date: November 13, 2026

HEALTHSMART FOODS, INC.

By: _____

Name: Jeff Greder

Title: President

Date: November 12, 2026