

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between Active Health Foods, Inc. (AHFD") a Wyoming Corporation located at 633 West Fifth Street, Unit 2826 Los Angeles, CA. 90071 and Gregory C. Manos ("Manos") located at 6185 Magnolia Avenue Suite #403 Riverside, CA. 92506, collectively referred to as the "Parties" and this Agreement is effective as of December 10, 2021.

RECITALS

WHEREAS on September 15, 2021, in the Superior Court of Riverside California Judge Chad W. Firetag granted the Default Judgment (Case # RIC1513961) filed by Gregory C. Manos for control of Active Health Foods, Inc. to be returned to him and for payment to Gregory C. Manos of \$315,285.00 by Active Health Foods, Inc.

WHEREAS On October 7, 2021, Gregory C. Manos was paid \$15,000 cash and was issued a \$60,000.00 Convertible Note by Active Health Foods, Inc. as payment for his Company purchased by Glen Bonilla.

WHEREAS Active Health Foods, Inc. and Gregory C. Manos agree that it is in the best interest of both Parties to avoid legal action, inconvenience, costs, and expenses by coming to an Agreement for the payment of the \$315,285.00 Judgment and the return of the \$60,000.00 Convertible Note.

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein Active Health Foods, Inc. and Gregory C. Manos agree as follows:

Section 1. Incorporation of the Recitals Clauses.

1.1 Active Health Foods, Inc. and Gregory C. Manos acknowledge that all of the representations set forth in the Recitals of this Agreement are incorporated herein and made a material part of this Agreement. Active Health Foods, Inc. and Gregory C. Manos agree to waive any rule of contract construction or legal presumption that would prohibit any court of competent jurisdiction from construing or enforcing this Agreement based upon the contents of the Recitals above.

Section 2. Settlement Payment, Document Delivery; Release of All Claims.

2.1. Settlement Payment: We have agreed in exchange for the court ordered Default Judgement against Active Health Foods, Inc. in the amount of \$315,285 to be paid to Gregory C. Manos and the Convertible Note issued to Gregory C. Manos as payment for the purchase of the Company for \$60,000 a payment of \$100,000 in cash will be paid by Active Health Foods, Inc. to Gregory C. Manos.

This payment will be made upon the receipt of funds from proceeds raised from the Form 1-A Active Health Foods, Inc. filed with the SEC beginning with the first tranche and all those following until the \$100,000 is paid in Full to Gregory C. Manos and **Gregory C. Manos will not receive a 1099 for the \$100,000 furthermore, "The court will be notified that the \$315,285.00 judgement has been satisfied and the \$60,000.00 Convertible Note will be turned back to Active Health Foods, Inc. when and if the \$100,000.00 is PAID IN FULL to Gregory C. Manos."**

2.2. Release of All Claims: In exchange for the Full Payment of \$100,000 made by Active Health Foods, Inc. to Gregory C. Manos, Gregory C. Manos agrees on behalf of himself, and his successors, assigns, officers, directors, shareholders, attorneys, employees, agents, independent contractors, affiliates, control persons, administrators, any and all persons or business entities acting by and through them, as the case may be, to irrevocably and unconditionally remise, release, acquit, satisfy and forever discharge Active Health Foods, Inc. specifically including Active Health Foods, Inc.'s agents, directors, officers, affiliates, employees representatives, insurance carriers, attorneys, divisions and subsidiaries, (and all agents, directors, officers, employees, representatives, insurance carriers, and attorneys of such divisions and subsidiaries), and its predecessors, successors, administrators and assigns, and all persons acting by, though, under, or in concert with any of them (collectively "Releases"), of and from any and all claims, actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorney fees and costs actually incurred), of any nature whatsoever, known or unknown, in law or equity, arising out from the \$60,000 Convertible Note or the Default Judgement in the amount of \$315,285.00.

2.3. Gregory C. Manos promises not to institute any future suits or proceedings at law or any arbitration or administrative proceedings against Active Health Foods, Inc. after Active Health Foods, Inc. has paid Gregory C. Manos \$100,000 in Full, if payment of the \$100,000 is not made by Active Health Foods, Inc. Gregory C. Manos will have no alternative but to seek legal action.

2.4. This is intended as a full and complete release and discharge all claims that Gregory C. Manos has against Active Health Foods, Inc. and as soon as the final payment of \$100,000 is paid in Full to Gregory C. Manos by Active Health Foods, Inc. Gregory C. Manos will forever release and discharge Active Health Foods, Inc. from any and all liabilities of any nature whatsoever.

2.5. This Agreement constitutes a settlement and release of all claims against Active Health Foods, Inc. and is being entered into solely to avoid the burden, inconvenience, and expense of litigating those claims.

Section 3. Miscellaneous Provisions.

3.1. Notices: All notices or offers of other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made (1) if delivered personally (2) upon receipt by facsimile transmission (with written confirmation of receipt) or confirmed by electronic mail (3) after the expiration of the second business day following the deposit of documents sent by overnight delivery service and (4) five business days of transmission by regular mail all made to the parties at the following addresses:

If to Active Health Foods, Inc.:

Active Health Foods, Inc.
633 West Fifth Street, Unit 2826
Los Angeles, CA 90071

If to Gregory C. Manos:

Gregory C. Manos
6185 Magnolia Avenue Suite #403
Riverside, California 92506

The addresses by either Party may be changed by notice in writing to the other Party.

3.2. Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed and enforced to the extent possible or modified in such a way as to make it enforceable, and the invalidity, illegality or unenforceability thereof shall not affect the validity, legality or enforceability of the remaining provisions of this Agreement.

3.3. Binding on Affiliated Third Parties: This Agreement shall inure to the benefit of and shall be binding upon Active Health Foods, Inc. and Gregory C. Manos and their respective agents, representatives, executors, administrators, trustees, personal representatives, partners, directors, officers, shareholders, agents, attorneys, insurers, employees, representatives, predecessors, successors, heirs and assigns.

3.4. Governing Law: This Agreement shall be governed in accordance with the laws of the State of California and will be settled by court action in the State or Federal Courts located in Riverside, California. The prevailing party in any action will be entitled to recovery of all costs and attorney fees.

3.5. Counterparts: This Agreement may be executed in multiple counterparts all of which shall be deemed originals, and with the same effect as if all Parties had signed the same document. All counterparts shall be construed together with and shall constitute one Agreement, but in making proof, it shall only be necessary to produce one such counterpart. A facsimile transmission shall be as valid and enforceable as an original.

3.6. Entire Understanding: This Agreement is the entire, final, and complete agreement of the Parties regarding this Agreement and supersedes and replaces all prior or existing written and oral agreements between Active Health Foods, Inc. and Gregory C. Manos or their representatives.

3.7. Further Assurances: The Parties agree to execute and deliver to each other such other documents, and to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out this Agreement.

3.8. Amendments: This Agreement shall not be amended or otherwise modified unless in writing signed by Active Health Foods, Inc. and Gregory C. Manos.

3.9. Acknowledgment: Active Health Foods, Inc. and Gregory C. Manos acknowledge that (1) Each has read this Agreement and have consulted with their respective attorneys concerning its contents and legal consequences and have requested any changes in language necessary or desirable to effectuate their intent and expectations so that the rule of construction of contracts construing ambiguities against the drafting party shall be inapplicable and (2) They have taken all corporate actions and obtained all corporate authorizations, consents and approvals as are conditions precedent to their authority to execute this Agreement and thus warrant that they are fully authorized to bind the Party for which they execute this Agreement and (3) There has been and will be no assignment or other transfer of any claim released herein, or any part thereof, and each Party agrees to defend, indemnify, and hold harmless the other party from any claims, obligations, or other liabilities, including specifically attorney's fees and costs incurred, which result from the assertion by any third party of a right to any claim which is released by this Agreement. The foregoing warranties and representations shall survive the execution and delivery of this Agreement.

3.10. Assignment: This Agreement shall be binding upon and inure to the benefit of each Party hereto or to such Party's heirs, executors, administrators, successors and assigns and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

3.11. Confidentiality: Each of the Parties represents and agrees that it will keep the terms, provisions, and amounts in this Agreement confidential and they will not without consent from the other Party disclose, divulge, or furnish such confidential information to any person other than their immediate families, their attorney and accountant (all of whom will be bound by this confidentiality provision) except as required by law or, if necessary, to any applicable taxing authorities.

IN WITNESS WHEREOF, the parties have signed this agreement upon the date first written above.

ACTIVE HEALTH FOODS INC



Glen Bonilla
CEO, President, Secretary, Treasurer, and Sole Director



Gregory C. Manos