



October 26, 2021

Continuing Guarantee Under Federal Food Cosmetic Act

In consideration of the purchase, from time to time of certain food products from the undersigned, JTM FOODS, LLC (hereinafter called "Seller"), by Affiliated Foods Amarillo (hereinafter called "Buyer"), the Seller:

- A) Expressly warrants that all of its products distributed to the Buyer, in each case, only during and until the expiration date for each such product, shall be safe for human consumption and will comply with all applicable laws and regulations, including but not limited to packaging and label requirements and the requirements of the United States food and drug laws. Such requirements shall expressly include all FDA requirements that may apply to Sellers products distributed in individual and bulk unit quantities. Seller further warrants that, to its knowledge, the Seller's products distributed to the Buyer and their sale shall not infringe on any intellectual property rights of third parties;
- B) Does hereby guarantee, that the food or other products included in each shipment or delivery hereafter made by the Seller to, or on the order of the Buyer, is on such date: (1) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; (2) not a commodity that may not, under the provisions of Section 404 or 505 of said Act, be introduced into interstate commerce; and (3) not adulterated or misbranded within the meaning of the food and drug laws of any state or municipality that are applicable to such products;
- C) The seller further guarantees that if an food article contains an allergen, said allergen has been, is and will be identified as present in the ingredient listing.
- D) This is a letter of Continuing Guaranty subject, however, to revocation at any time by written notice to the Buyer.

This agreement shall be effective as of Tuesday October 26, 2021.

JTM FOODS, LLC