



LETTER OF GUARANTY

CENTRAL VALLEY MEAT COMPANY hereby known as the Seller, guarantees that no articles of food (“Products”) sold by Seller to Buyer, EJ Foods **ITS COMPANIES AND AFFILIATES**, during the period in which this guaranty is effective will be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act of June 25, 1938 (the “Federal Act”), or within the meaning of any state food and drug law, the adulteration and misbranding provisions of which are identical with or substantially the same as those found in the Federal Act (the “State Acts”), and that such goods will not be produced or shipped in violation of Sections 404 or 301(d) of said Federal Act. Seller further guarantees that all products produced for Buyer will be made with, packaged and labeled in accordance with such specifications, and will meet the quality standards established from time to time by Buyer.

Seller represents that it has implemented HACCP Food Safety Systems in its production facility as required by the USDA/FSIS. Seller further guarantees that no articles of food sold by Seller to Buyer during the effective period of this guaranty will contain any food additive not approved or permitted under the Food Additives Amendment of 1958 to said Federal Act, whichever Act is applicable. In addition, Seller guarantees that no articles of food sold by Seller to Buyer during the effective period of this guaranty are classified as hazardous materials subject to Department of Transportation Regulations contained in 49 CFR 170-189.

If Buyer discovers that any of the Products fail to meet the guaranty provided herein, Buyer shall provide reasonable notice to Seller.

Seller agrees to comply, at all times while any of the Products are being offered for sale by Buyer, with Buyer’s Certificate of Insurance requirements.

This guaranty shall continue to be effective until it is revoked by either party by the giving of ten days written notice to the other party. This guaranty revokes any prior guaranties provided by Seller and may not be amended or abridged by any document issued by Buyer which has not been accepted and signed by Seller. No revocation of this Guaranty shall be effective as to any product which is ordered prior to its revocation.

By THall

Name: Terri Hall

Title: Food Safety / QA manager
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Date: 12/21/19