

## CONTINUING PRODUCT GUARANTEE

---

Hormel Foods Corporation (HFC)

1 Hormel Place, Austin MN 55912 - including its subsidiaries and divisions:

Alma Foods LLC	Hormel Foods Corporate	Mexican Accent LLC
Applegate Farms LLC	Services LLC	Mountain Prairie, LLC
Burke Marketing Corporation, dba	Hormel Foods Int'l Corp.	Osceola Food LLC
Burke Corporation	Hormel Foods Sales LLC	Progressive Processing LLC
Century Foods International LLC	Hormel Health Labs LLC	Rochelle Foods LLC
Columbus Manufacturing Inc	Jennie-O Turkey Store Inc	Swiss American Sausage Co., a
Dan's Prize Inc.	Jennie-O Turkey Store Sales	division of Provena Foods Inc.
Dold Foods LLC	LLC	Skippy Foods, LLC
Fontanini Foods, LLC	Justin's LLC	
	Lloyds Barbeque Company LLC	

(collectively "Hormel Foods") hereby guarantees that each food product hereafter shipped or delivered by it to any location, distributor, store, office or warehouse of:

**PACIFIC FOOD DISTRIBUTORS  
12300 SE CARPENTER ROAD  
PO BOX 2810  
CLACKAMAS OR 97015**

(the "Buyer") is, on the date of such shipment or delivery,

a) As to FDA regulated food products: not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (FDCA) as amended, and is not a product which may not, under the provisions of sections 404 and 505 of the FDCA, be introduced into interstate commerce; or

b) As to USDA-FSIS regulated food products: not adulterated or misbranded within the meaning of the Federal Meat Inspection Act (FMIA) or Poultry Products Inspection Act (PPIA), as applicable.

This guarantee shall not apply to misbranding arising out of the use of Buyer-applied or supplied labels, or any label elements required by Buyer.

Hormel Foods' civil liability, if any, shall be determined by its General Terms of Sale applicable to sales of said products by Hormel Foods and by normal judicial processes.

Hormel Foods agrees to indemnify, defend and hold Buyer harmless from and against any claim, demand, cause of action, liability or loss directly or indirectly arising from or proximately connected with Hormel Foods' breach of the Guarantee set forth above, except to the extent caused by Buyer's (including its agents or employees') acts or omissions, or breach of any agreement between the parties.

This is a continuing guarantee subject to revocation at any time by written notice to Buyer. This continuing guarantee agreement is not assignable and revokes any prior guarantee agreement between the parties.

**Signed at Austin, Minnesota, this 20th day of January, 2020.**

HORMEL FOODS CORPORATION  
1 Hormel Place, Austin, MN 55912-3680

BY:



JEFF B. HORNER  
Risk Manager