



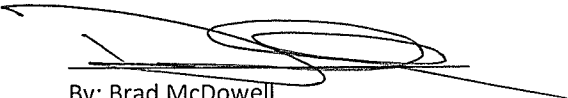
### CONTINUING GUARANTEE

Processor hereby states that each and every article contained in and comprising each shipment or other delivery hereafter made by Processor of the Product, is hereby guaranteed, as of the date of each shipment or delivery, to be:

- 1) Not adulterated or misbranded within the meaning of the Federal Meat Inspection Act (FMIA) and/or Federal Food, Drug and Cosmetic Act (FFDCA), as amended (if applicable), and not an Article which may not, under the provisions of Section 404 and 505 of the FFDCA be introduced into interstate commerce;
- 2) Not adulterated or misbranded within any other applicable federal, state or local laws in which the definitions of adulteration or misbranding are identical or substantially similar to the FMIA and FFDCA.
- 3) Registered, if required, under the Federal Insecticide, Fungicide or Rodenticide Act, and in compliance with the requirements of said Act. Not banned or misbranded within the meaning of the terms of the Federal Hazardous Substances Act;
- 4) Not an article which cannot be legally transported or sold under the provisions of any Federal, State, or local law; and
- 5) Free from any color additive which are not derived from a batch certified by the Vendor, its subsidiaries, divisions, affiliates, divisions or units in accordance with the FFDCA, and all other amendments thereto and all regulations issued under the Act.

This Guarantee shall not render Processor liable for any incidental or consequential damages of whatsoever nature nor shall it extend to the benefit of persons or corporations other than Processor or its affiliates.

**WASHINGTON BEEF, LLC,**  
a Washington limited liability company

  
By: Brad McDowell

Its: President