

**SELLER'S CONTINUING INDEMNITY, HOLD HARMLESS  
AND GUARANTY/WARRANTY OF PRODUCTS**

This Indemnity, Hold Harmless and Guaranty/Warrants of Products (the "Agreement") is effective as of January 1, 2022, as issued to and on behalf of PFD OPCO, 12300 SE Carpenter Dr., Clackamas, Oregon 97015 (hereinafter "Buyer") by LJD HOLDINGS, INC., dba BandD Foods, 3494 S. TK Ave., Boise, Idaho 83705 for itself and its agents, affiliates, subsidiaries, joint ventures and associated entities (hereafter "Seller").

1. Seller's Guarantees.

a. Seller guarantees that the articles comprising each shipment or other delivery ("Articles") hereafter made by or through the Seller to or on the order of Buyer, its affiliates or assigns shall not be: (1) adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act as amended (the "Act"); (2) Articles which under the provisions of Section 404 or 505 of the Act may not be introduced into interstate commerce; and (3) adulterated or misbranded or otherwise in violation of any federal, state or local law.

b. Seller guarantees that if any Article shipped or delivered contains a color additive, such color additive is from a batch certified in accordance with the applicable regulations promulgated under the Act.

c. Seller guarantees that the Articles shall be merchantable, fit for their intended purpose, and free and clear from all liens and encumbrances.

2. Indemnification of Buyer.

a. Seller shall indemnify and hold Buyer, its affiliates and its successors and assigns (as to each, an "Indemnified Party") harmless from and against any and all charges, actions, and proceedings (including investigations) brought by any governmental authority against an Indemnified Party related to any violation for which Seller is responsible by reason of the guarantees given in Section 1 of this Agreement, including all reasonable expenses (including attorney's fees) incurred by such Indemnified Party as a result thereof.

b. Seller shall indemnify and save each Indemnified Party harmless from and against any and all claims for injury or damage made by third parties against an Indemnified Party for or on account of any adulteration, impurity, unwholesomeness or other problem related to any Article for which Seller is responsible by reason of the guarantees given in Section 1 of this Agreement, including all reasonable expenses (including attorney's fees) incurred by such Indemnified Party as a result thereof.

c. Seller shall keep in force at all times while any of said Articles are being offered for sale by Buyer and its affiliates, either as components or as finished products, general liability insurance with both "products" and "contractual" coverage in amounts satisfactory to Buyer, and to furnish Buyer with a certificate from a financially

responsible insurance company evidencing to Buyer's sole satisfaction that such insurance is in force, naming Buyer as an additional insured, and providing that such coverage may not be cancelled or materially changed without thirty (30) days prior written notice to Buyer.

3. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Idaho without regard to its conflict of laws rules. Buyer consents to the jurisdiction and venue of the State and Federal courts located in Ada County, Idaho with respect to any disputes or claims arising out of or relating to this Agreement, and agrees not to assert that any such court is an inconvenient forum.

The guarantees, covenants and terms of indemnification stated herein are continuing and shall cover all goods sold to Buyer by or through Seller.

SELLER:

LJD HOLDINGS, Inc. dba BandD Foods

By: Gary W Shaw  
Print Name: Gary W. Shaw  
Title: Chief Administrative Officer