

Simmons Prepared Foods, Inc.
601 N. Hico Street | P.O. Box 430
Siloam Springs, AR 72761



SIMMONS PREPARED FOODS – CONTINUING GUARANTY

Effective Date: January 4, 2023

Simmons Prepared Foods, Inc. ("Simmons") will supply products to Buyer under the following terms and conditions:

1. The product comprising each shipment or other delivery hereafter made by Simmons to, or in the order of Buyer is hereby guaranteed, as of the date of such shipment or delivery, to comply, on such date, with all applicable federal, state and local laws and regulations governing the manufacture, processing, packaging and shipping of such product.
2. This Continuing Guaranty shall be null and void to the extent any violation is proximately caused by the negligence or other wrongful act or omission of Buyer, its contractors, subcontractors or agents.
3. This Continuing Guaranty shall supersede any previous guaranty issued by Simmons to or for the benefit of Buyer. It shall terminate upon the earlier to occur of: (a) the cessation of business between Simmons and Buyer for a period of one (1) year or more; or (b) immediately upon the delivery of written notice by Simmons to Buyer at the address set forth below via Certified U.S. Mail, return receipt requested. For the avoidance of any doubt, any such termination will not affect the applicability or validity of this Continuing Guaranty to shipments or deliveries made between the Effective Date and the date of termination.

SELLER:

Simmons Prepared Foods, Inc.
601 N. Hico Street
P.O. Box 430
Siloam Springs, AR 72761

BUYER:

Vista Food Exchange, Inc.
B101 Center Arcade Hunts Pt.
Bronx, NY 10474
Attn: Quality Assurance

Customer #: 1865

By: 
Print: Brian Dietrich
Title: EVP and Chief Financial Officer