



CONTINUING GUARANTY AND INDEMNITY

The undersigned, hereafter referred to as "Seller" states that each and every article contained in each shipment or other delivery hereafter made by Seller to you is hereby guaranteed as of the time of such shipment or delivery to be in accordance with the Federal Food, Drug and Cosmetic Act (the "Act") and with any substantially similar State laws and regulations. Seller further states that each and every article shall not be adulterated or misbranded within the meaning of the Act, and regulations thereunder nor within the meaning of any substantially similar state law and is not an article which may not, under the provisions of Section 404 of the Act, be introduced into interstate or intrastate commerce.

The Seller further agrees to defend, indemnify and hold you harmless against you for breach of the said guarantee, provided that you promptly tender such the such claim, action or proceeding and control thereof to Seller, you reasonable cooperate in the defense thereof and it is not alleged that you or a third party's negligence or action(s) caused or contributed to the alleged damage, injury and/or adulteration.

This guaranty and agreement is continuing and shall be in full force and effect and shall be binding upon the Seller with respect to each and every article shipped or delivered to you by the Seller before the receipt by you of written notice of revocation thereof. This guaranty and agreement hereby supersedes any prior guaranty delivered to you by or on behalf of Seller.

Dated this 01st day of January, 2024

BIMBO BAKERIES USA, INC. ("Seller") on behalf of its U.S. subsidiaries, divisions, affiliates and units .

Sincerely,

Corporate Quality Food Safety and Regulatory Team