



LETTER OF CONTINUING GUARANTEE

Medallion Foods, Inc. ("Seller") certifies that all items produced and/or manufactured are done so using good manufacturing practices and are clean, wholesome, and safe for human consumption. However, all items so produced are not considered ready-to-eat and should only be consumed after further processing (e.g., boiling in water for the specified time).

Furthermore, Seller certifies that all items produced and/or manufactured meet FDA and GFSI guidelines and regulations and all product specifications associated with the products and all ingredients statements are accurate and complete, with ingredients listed in order of predominance.

Each article contained in any delivery from Seller made to Alpine Foods Inc. ("Buyer") is hereby guaranteed, as of the date of such delivery: (a) to not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, (the "Act"); (b) to not be an article which cannot be introduced into interstate commerce under the provisions of the Act; and (c) to be in compliance with all applicable federal, state, and local laws. The parties acknowledge, however, that some of the products covered by this Guarantee may be subject to extensive and exclusive federal regulation, that such federal regulation often preempts state and local laws, and therefore compliance with such federal laws and regulation will satisfy each of the Seller's obligations herein.

Seller agrees to defend, indemnify, and hold harmless Buyer from any actions or lawsuits, brought by any third-party against the Buyer, for the recovery of damages for any illness caused by Seller's actual breach, supported by *prima facie* evidence, of the guarantee set forth in this document ("Claims"). Seller shall have no responsibility, however, with respect to any Claims brought by any such third-parties which allege any independent negligence or misconduct on the on the part of the Buyer, and in no event shall Seller be liable to Buyer or any third-party, under any circumstance, for any lost profits, lost business, damage to goodwill or reputation, or degradation in value of brands, recall costs, or any indirect, consequential, incidental, special, punitive or exemplary damages.

As a condition of Seller's obligations under this Guarantee, Buyer shall give written notice to Seller immediately following discovery of any actual or threatened Claims, provide Seller all information Seller deems necessary to evaluate the merits of the same, and allow Seller to defend and resolve any Claims at its own discretion and through a representative or attorney of its own choosing. Buyer's failure to comply with this provision will negate Seller's obligations under this Guarantee.

This Guarantee shall be governed by, and construed in accordance with, the laws of the State of Washington. Any action upon the Guaranty shall be brought exclusively in the Courts of Washington. Medallion Foods is registered under the Bioterrorism Act. The registration number is 15279290392. This is a continuing guarantee, subject to revocation on written notice thereof.

Date: 10/26/2021
Name: Medallion Foods, Inc
Address: 18420 50th Ave E
Tacoma, WA 98446
By: Brian Kelly – Quality Control Manager