



KANE BEEF

P.O. BOX 9254

CORPUS CHRISTI, TEXAS

CONTINUING GUARANTEE

The undersigned, Sam Kane Beef Processors, LLC (Seller), hereby states that each and every article contained in and comprising each shipment or other delivery hereafter made by seller, to or on the order MDI (Buyer), is hereby guaranteed, as of the date of each shipment or delivery, to be:

- Not intentionally altered or misbranded within the meaning of the Federal Meat Inspection Act and/or Federal Food, Drug and Cosmetic Act, as amended (if applicable), and not an Article which may not, under the provisions of Section 404, 505 or 512 of such Act be introduced into interstate commerce;
- To be wholesome and produced under and in accordance to all applicable rules and regulations governing sanitary and safe food supply.
- Registered, if required, and not intentionally altered or misbranded within the meaning of the terms of the Federal Insecticide, Fungicide and Rodenticide Act, or any other applicable Federal, State or local law and Seller has placed Buyer's name on record with the Environmental Protection Agency or similar agency as a registered distributor if such action is required;
- Not banned or misbranded within the meaning of the terms of the Federal Hazardous Substances Act;
- Not an article which cannot be legally transported or sold under the provisions of any Federal, State or local law; and
- If an article which is or which contains a color additive, such color additive is or will be from a batch certified by the Seller, its Subsidiaries, if any, or its suppliers, in accordance with the Federal Food, Drug and Cosmetic Act, as amended, and all regulations issued under said Act.
- Each and every article contained in each shipment or other delivery hereafter made by Seller to the Buyer or to the order of the Buyer is guaranteed to be produced in compliance with the Fair Labor Standards Act of 1938, as amended, and of the regulations and orders of the administrator of the Wage and Hour Division issued under Section 14 thereof.

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

This is a continuing Guarantee, subject to revocation by Seller upon fifteen (15) working days written notice to Buyer.

Nathan Pond, Director of Food Safety
Sam Kane Beef Processors, LLC
August 11, 2017