



CONTINUING GUARANTY

The undersigned, Cargill, Incorporated, hereby states that each and every article subject to the Federal Food Drug and Cosmetic Act, as amended, and contained in or comprising each shipment hereafter made by Cargill, Incorporated, Cargill Cocoa & Chocolate, Inc. and/or Toshoku America, Inc. (collectively, the "Sellers"), to or on the order of Ag Provisions. ("Buyer"), is hereby guaranteed, as of the time and place of such shipment, to be:

1. Not adulterated or misbranded within the meaning of Sections 402 or 403 of the U.S. Federal Food, Drug and Cosmetic Act, as amended, ("FFDCA"), including without limitation the FDA Food Safety Modernization Act ("FSMA");
2. Not an article which may not, under the provisions of Section 404 of the FFDCA, if applicable, be introduced into interstate commerce; and
3. If an article which is or which contains a color additive, such color additive (where color additive regulations require certification) is or will be from a batch certified by a Seller or its suppliers, in accordance with the FFDCA.

All domestic and foreign facilities that were engaged in the manufacture, processing, packing or holding of each and every such article (excluding only "food contact substances" as defined in the FFDCA) are registered with the U.S. Food and Drug Administration, if required to be registered by the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, as amended, and regulations promulgated thereunder as (the "Bioterrorism Act"). Seller will comply with all the recordkeeping requirements of the Bioterrorism Act applicable to "Non-Transporters" with respect to each such article.

EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

In no event will any Seller be liable to Buyer, or to any other person or entity, for any indirect, incidental, consequential, special, punitive or exemplary damages of Buyer or any other person or entity, including, without limitation, lost profits, lost business, damage to goodwill or reputation and/or degradation in value of brands, trade names, trademarks, service names or service marks, whether arising out of breach of contract, warranty, tort (including, without limitation, negligence, failure to warn or strict liability), contribution, indemnity, subrogation, or otherwise.

This guarantee does not apply to misbranding of articles to the extent the misbranding results from Seller's compliance with Buyer's specifications and labeling directions.

This Guaranty shall not extend to the benefit of persons or entities other than Buyer. This Guaranty is subject to revocation by a Seller upon written notice to Buyer.

CARGILL, INCORPORATED

on behalf of itself, Cargill Cocoa & Chocolate, Inc. and Toshoku America, Inc.

By: Ann Zieser
Title: FSQR Customer Relations CoE Manager - NA
Date: January 19, 2021