



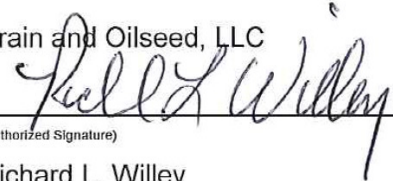
EDIBLE OIL REFINERY  
 7036 ZION CHURCH RD  
 SALISBURY, MD 21802  
 (410)543-3770

PRODUCT GUARANTEE AND INDEMNIFICATION AGREEMENT

We (the undersigned) guarantee to you (the above named corporation) that any products comprising each shipment or other delivery hereinafter made by us to you or any of your affiliates, as of the date of such shipment or delivery, and insofar as applicable, shall on such date not be adulterated or misbranded within the meaning of the Federal Food, Drug & Cosmetic Act, as amended, and shall not be a product which may not, under the provisions of Sections 404 and 505 of said Act, be introduced into interstate commerce. Additionally, said products shall on such date conform to all applicable Consumer Product Safety Standards, bans and rules issued under the Federal Consumer Product Safety Act (the "FCPSA") and the Federal Hazardous Substances Act ("FHSA") and shall on such date not be a product which is a banned hazardous product under the FCPSA, or a banned hazardous substance under the FHSA. In addition and insofar as applicable, said products have been inspected by the United States Department of Agriculture and, as of the date of such shipment or delivery shall not be adulterated or misbranded within the meaning of the Federal Meat Inspection Act, as amended, and shall not be a product which may not, under the provisions of Parts 302 or 325 of said Act, be introduced into interstate commerce. We further guarantee that any said product shall comply with all other applicable federal laws, rules and regulations of all political subdivisions of the United States of America, including HACCP, and with the applicable laws, rules and regulations of the respective states and their respective political subdivisions, whether now or hereinafter acted. All guarantees made herein are subject to the fact that we do not guarantee against such products becoming adulterated or misbranded within the meaning of any law, rule or regulation by reason of your negligence or misconduct or otherwise by causes beyond our control.

We agree that if any products now or hereinafter shipped by us are found to violate any of the above referenced laws, rules and regulations, or are otherwise rendered unmarketable by any authorities administering same, we shall accept return of the product, if said product shall not have been seized or condemned by the governmental authority, and shall refund to you the cost thereof as billed to you together with any reasonable and necessary transportation charge incurred in said return. If any such product shall have been seized by the governmental authority, we shall refund to you the cost thereof as billed to you, but we will be entitled to defend, in our own name, and at our own expense, any such seizure, and to obtain possession of such products in the event that we are successful in such defense.

We further agree that if any claim shall be made against you alleging any trademark, copyright, patent or any other license infringement or injury and/or damage from the use or purchase of any product shipped by us to you, we shall indemnify, defend, and hold you harmless of and from any and all liability arising by virtue of such claim, including costs, expenses and attorneys' fees, provided that the injury or damage is not due to the negligence or misconduct of you, your successors, agents, employees or other third parties, or causes beyond our control, and that you shall give us prompt notice of such claim. We agree that upon said notification, we shall assume your defense with counsel acceptable to us. We enclose a Certificate of Insurance with respect to our Products Liability Insurance, which provides a Broad Form Vendor's Endorsement. This Agreement shall constitute a continuing guarantee of the matters above stated, which shall be subject to termination by written notice from us.

Perdue Grain and Oilseed, LLC  
 By:   
(Authorized Signature)  
 Name: Richard L. Willey  
 Title: President  
 Date: February 12, 2015