

AgriForaging Food Safety
27905 State Highway
Andes, NY 13731

Line #	Quantity	Item #	Description	Each Price	Total Price
1	1 Each	102390	Kill Floor Beef restrainer with drop floor and side discharge panel, includes manual head lock device and slide up entrance gate, stainless steel construction. Overall dimensions: 98-in. long knocking area x 30-in. wide x 81-in. high		\$22,995.00
2	1 Each	509833	Cash Cowpuncher .25R 5414R		1,595.00
3	1 Each	509860	Cash Magnum XL .25 Stunner		1,995.00
4	1 Box	509911	.25 red power load 6G cartridge (1,000 per box)		125.00
5	1 Box	509915	.25 black power load 4G cartridge (1,000 per box) 7754		125.00
6	1 Each	017721	Model ES electric hog stunner		3,200.00
7	2 Each	10 52 49	Stainless steel sheep prod tip for 'ESS' stunner	75.00	150.00
8	1 Each	100204	BAUMANN MDL CSDM BM20S-STAINLESS STEEL Scalding/Dehairer		39,995.00
9	1 Each	100250-100	Portable gambrel table		1,495.00
10	1 Each	010207	Hog singeing nozzle, 'LP' gas, lever handle valve and pilot light, "Bunsen" burner rated at 45,000 BTU's per hour, 11-in. overall length		450.00
11	1 Each	010204	10-ft. long length of hose for hog singeing nozzle		150.00
12	1 Each		Bleeding I-beam		4,725.00
13	2 Each	100402	"Budgit" 2,000-lb. load capacity hoist with hook mount, 2.5 horsepower motor, 32 f.p.m. lifting speed, 25-ft. chain, 16-ft. control cable, 5-ft. power cord, 230 volt, 60 Hertz, 3 phase	3,750.00	7,500.00
14	2 Each	011180	I-beam trolley, 1-ton capacity CBTP0100	300.00	600.00
15	1 Each	100395	"Budgit" 1,000-lb. load capacity hoist with hook mount, 1 horsepower motor, 32 f.p.m. lifting speed, 20-ft. chain, 16-ft. control cable, 5-ft. power cord, 230 volt, 60 Hertz, 3 phase		3,500.00

THIS PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE ATTACHED TERMS AND CONDITIONS

AgriForaging Food Safety
27905 State Highway
Andes, NY 13731

Line #	Quantity	Item #	Description	Each Price	Total Price
16	1 Each	10 03 46	Air-hydraulic transfer platform, stainless steel construction, 30-in. x 42-in. platform elevates from 54- to 102-in. high, complete with boarding ladder, control valves, filter/oiler/regulator, 90 p.s.i. working pressure		11,495.00
17	2 Each		EFA model 620 air dehider	2,500.00	\$5,000.00
18	1 Each		CM-200 Down hide puller with two independent platforms, stainless steel, includes hydraulic power unit, 2.2Kw, 2000mm piston stroke		35,000.00
19	1 Each	100075	Stainless steel head flushing cabinet, 30-in. x 30-in. x 5-ft./6-in. high, furnished with stainless steel head hook, 6-ft. of 3/4-in neoprene hose with valve and 18-in. long brass nozzle		2,395.00
20	1 Each	100284-200	30-in. x 30-in. head work table with "Durasan" top and two removable cattle loops, stainless steel frame		1,495.00
21	1 Each	10 03 43	Eviscerating dropper/spreader, air with manually operated hand valves, 90-in. high x 64-in. wide x 14-in. deep overall, 90- to 100 p.s.i. working pressure		15,995.00
22	1 Each	100355	Pneumatic beef spreader, 36-in., complete with trolley stop, 8-ft./2-in. rail section with pawl and slider		3,495.00
23	1 Each	017237	EFA model 287		7,650.00
24	1 Each	017034	EFA 287 balancer		2,000.00
25	1 Each	017238	EFA 287 blades- 10 pack		205.90
26	1 Each	10 09 77	Model 'A' stainless steel saw sterilizer, 32-in. x 34-in. x 12-in., with hole and guard for electric heat		1,495.00
27	1 Each	10 14 06	Electric heating element with thermostat for saw sterilizer, 6,000 Watt, 230 volt, 60 Hertz, 3 phase		1,995.00
28	1 Each	10 03 48	Standard air-hydraulic evisceration platform, stainless steel construction, 30-in. wide x 42-in. long, complete with foot-operated valves, airline oiler/filter, cylinder and internal piping, 90 p.s.i. working pressure		10,995.00
29	1 Each	10 03 48	Standard air-hydraulic splitting platform, stainless steel construction, 30-in. wide x 42-in. long, complete with foot-operated valves, airline oiler/filter, cylinder and internal piping, 90 p.s.i. working pressure		10,995.00

THIS PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE ATTACHED TERMS AND CONDITIONS

AgriForaging Food Safety
27905 State Highway
Andes, NY 13731

Line #	Quantity	Item #	Description	Each Price	Total Price
30	1 Each	10 03 48	Standard air-hydraulic wash and trimming platform, stainless steel construction, 30-in. wide x 42-in. long, complete with foot-operated valves, airline oiler/filter, cylinder and internal piping, 90 p.s.i. working pressure		10,995.00
31	1 Each	101468	Model 'MS-202' digital rail scale with Model '480' electronic weight indicator, 750-lb. x 0.5-lb. graduation, furnished with pound/kilogram conversion switch, 110 volt, 60 Hertz, single phase, field programmable, cross-tare-net computation, digital readout is in NEMA 4 stainless steel enclosure, wall-mounted, pre-calibrated for field installation		\$3,150.00
32	1 Each	017010	EFA Model '63' breaking saw, 115 volt		3,400.00
33	1 Each	017012	EFA model 63 replacement blade		108.95
34	1 Each		EFA balancer		600.00
35	4 Each	505511	HEATING ELEMENT W/DIAL 1100W SS	99.36	397.44
36	4 Each	505556	Deluxe knife sterilizer, 6-in. wide x 12-in. high x 12-in. deep, 16 gauge stainless steel, overflow drain	152.95	<u>611.80</u>
Total - Kill Floor:					<u>\$218,074.09</u>

THIS PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE ATTACHED TERMS AND CONDITIONS

AgriForaging Food Safety
27905 State Highway
Andes, NY 13731

Line #	Quantity	Item #	Description	Each Price	Total Price
			Rail System		
37	46 Each	100459	Unfabricated round edge bar stock (track) ½-in. x 2½-in. x 20-ft. long, electroplated finish	237.95	\$10,945.70
38	12 Each	105160	Fabricated track section consisting of ½-in. x 2½-in. x 7-ft. long round edge bar stock, bent 90° at center (no mounting holes), black mill finish	110.00	1,320.00
39	500 Each	100461	Forged steel hanger, 12-in. drop, 3/8-in. x 2½-in., electroplated mill finish	17.50	8,750.00
40	44 Each	000040	Automatic Rail Switches	350.00	15,400.00
			Trolleys		
41	300 Each	102295	Heavy duty beef trolley assembly, with 4 ⁵ / ₈ -in. diameter wheel and 3/8-in. x 1 ³ / ₄ -in. heat treated frame (black finish) (2,000-lb. limit). Stainless steel trolley hook, 7-in. long x 5/8-in. diameter (#4006). Welded Swivel	40.00	12,000.00
42	300 Each	102278	Stainless steel trolley hook, 7-in. long x 5/8-in. diameter (#4006)	9.95	2,985.00
43	1 Each	01 21 73-200	Large trolley dolly, stainless steel construction, 800-lb. load capacity, 34-in. long x 23-in. wide x 41-in. high		<u>1,995.00</u>
			Total – Track:		<u>\$53,395.70</u>

THIS PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE ATTACHED TERMS AND CONDITIONS

AgriForaging Food Safety
27905 State Highway
Andes, NY 13731

Line #	Quantity	Item #	Description	Each Price	Total Price
			Processing Room		
44	1 Each	000040	Eaze-Off Motorized Carcass Dropper <ul style="list-style-type: none"> • Powder coated finish • Left or right hand • Rail height/desired drop • 2,000 HD motor 		\$4,200.00
45	1 Each	100761	Cutting table 60-in. x 120-in. x 36-in. cutting table, poly top cutting surface, two 8-in. holes for trim buggy/gondola. Stainless steel construction.		3,500.00
46	2 Each	100764	Cutting table, 30-in. x 72-in. x 34-in.	1,895.00	3,790.00
47	2 Each	100763	Cutting table, 30-in. x 96-in. x 34-in.	2,000.00	4,000.00
48	2 Each		Thompson MK6 Band Saw, 230V	13,995.00	27,990.00
49	1 Each		Biro Pro-9HD Tenderizer		2,995.00
			Grinding and Portioning		
50			Column hoist, 120L buggies		17,995.00
51		310010-100	Thompson 3000 Mixer/Grinder on stand on feet, 480V, 52 head 12hp		25,745.00
52			Thompson 3000 Mixer/Grinder on stand on casters, 480V, 52 head 12hp, w/ Gemini Inlet		27,240.00
53		580013-600	Frey F163 Vacuum Stuffer w/ Lift		84,995.00
54	1 Each	580052	DHGA twist linker		6,995.00
55	1 Each		CDC200 Clipper w/ Auto Looper		31,995.00
			Patties/Bricks		
56	1 Each		DMFB Forming/Portioning Line, 230V		46,995.00
	1 Each		Brick Forming Head		10,995.00
			Curing and Cooking		
57	1 Each		IS-300-C-A Injector w/ Computer Control		39,995.00
58	2 Each	490030	LT-30 Vacuum Tumbler	14,695.00	29,390.00
59	2 Each		UKM Mauting 2002.E 480V Single Truck Smokehouse w/ Touch Panel, Variable Speed Fan, Multizone Changing Flaps, Pass Through	105,995.00	211,990.00

THIS PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE ATTACHED TERMS AND CONDITIONS

9 March 2021

AgriForaging Food Safety
27905 State Highway
Andes, NY 13731

Page 6 of 8 Pages

Line #	Quantity	Item #	Description	Each Price	Total Price
60	8 Each		Smoking Trolley M200/16H	1,595.00	12,760.00
61	300 Each	300060	Mauting Smoketicks	16.00	4,800.00
62	100 Each	300093	SCREENS, SS, 39-3/8X39-3/8 STD 5/8" SPACING	160.00	16,000.00
63	500 FT	350048	NON-STICK MAT, 48" WIDE x 1/2" MESH,BLUE	7.00	3,500.00
64	1 Each		Classic 25 Slicer with Exit Conveyor		60,990.00
Total - Processing Room:					<u>\$678,855.00</u>

THIS PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE ATTACHED TERMS AND CONDITIONS

9 March 2021

AgriForaging Food Safety
27905 State Highway
Andes, NY 13731

Page 7 of 8 Pages

Line #	Quantity	Item #	Description	Each Price	Total Price
Packaging and Labeling					
65	2 Each	903003	Ultravac® 2100 Double Chamber Vacuum Packaging Machine, 12-in. lid	19,950.00	\$39,900.00
66	1 Each		UltraShrink 2818 Dip Tank		8,795.00
67	2 Each		Bulldog Rollstock Machine (Budgetary)	110,000.00	220,000.00
68	1 Each		Espera 5911 Weigh Price Labeler		60,000.00
69	1 Each		Espera 3000 Weigh Price Labeler		<u>15,500.00</u>
Total - Packaging and Labeling:					<u>\$344,195.00</u>

THIS PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE ATTACHED TERMS AND CONDITIONS

AgriForaging Food Safety
27905 State Highway
Andes, NY 13731

Line #	Quantity	Item #	Description	Each Price	Total Price
			Summary Sheet: Kill Floor Rail System Processing Room Packaging and Labeling <div style="text-align: right;">Net Total:</div>		\$218,074.09 \$53,395.70 \$678,855.00 \$344,195.00 <u>\$1,294,519.79</u>
			*Note: The net total does not include the options highlighted in green.		

NOTES: Items quoted are priced Ex Works Kansas City, Missouri. Prices and terms hereon are valid for thirty days from date. Shipping dates are based on recent availability of material and production facilities. All prices are exclusive of any Federal, state, local or foreign taxes, duties, and customs or like charges, including state and local sales or use taxes. If applicable, state and local sales tax will be added to the total unless Customer provides UltraSource with a tax-exempt certificate.

SHIPMENT: To be determined after receipt of signed UltraSource sales agreement terms and conditions and down payment.

PAYMENT TERMS: To be determined.

TERMS AND CONDITIONS (50/40/10; one-year warranty)

UltraSource LLC ("UltraSource") and the customer named herein ("Customer") agree that the following terms and conditions shall govern the sale, delivery, installation, and use of the equipment described herein ("Equipment").

1. **Sale and Purchase of Equipment.** UltraSource agrees to sell to Customer, and Customer agrees to purchase from UltraSource, the Equipment at the prices set forth herein.

2. **Taxes.** All prices are exclusive of any federal, state, local or foreign taxes, duties, customs or like charges, including state and local sales or use taxes. If applicable, state and local sales tax will be added to the total unless Customer provides UltraSource with a tax-exempt certificate.

3. **Terms of Payment.** The aggregate purchase price shown herein is payable by Customer to UltraSource as follows:

- Credit card (MasterCard, Visa, American Express, Discover); or
- Bank wire transfer; or
- Irrevocable letter of transfer; or
- Fifty percent (50%) upon signing this agreement; Forty percent (40%) prior to shipment of the Equipment to Customer; and Ten percent (10%) thirty (30) days following shipment of the Equipment to Customer.

4. **Shipment.** UltraSource shall ship the Equipment to Customer at the address herein, or such other location as Customer shall designate in writing. Customer shall pay all shipping costs, duties, clearing charges, insurance costs and other costs incident to delivery of the Equipment to Customer. Risk of loss shall pass to Customer at the time of delivery by UltraSource to the carrier.

5. **Cancellation.** At any time within thirty (30) days following the date of acceptance hereof by UltraSource, Customer may terminate this agreement upon written notice to UltraSource and upon the payment to UltraSource of a cancellation fee in the amount of twenty percent (20%) of the purchase price of the Equipment. Within thirty (30) days after termination, UltraSource shall return to Customer any funds theretofore received hereunder from Customer, less the amount of the cancellation fee payable by Customer to UltraSource. Any such termination by Customer shall be ineffective if written notice thereof is received by UltraSource after the date the Equipment is shipped to Customer by UltraSource. Special or custom orders (such as tooling or custom machinery) are excluded from this cancellation policy and are non-refundable and non-cancelable.

6. **Installation.** Installation and final hook-up of the Equipment to utilities shall be the sole responsibility of Customer. An UltraSource service technician will be available to Customer for consultation during installation or at any time thereafter at UltraSource's then prevailing daily rate plus reasonable travel and lodging expenses, all of which shall be paid by Customer.

7. **Warranty.** UltraSource warrants that the Equipment will, upon shipment to Customer, conform to the description and specifications set forth herein and will be free from defects in material and workmanship under normal and proper use and service for a period of one (1) year following delivery of the Equipment to Customer. Ninety-day (90) warranty on labor. UltraSource's sole obligation under this warranty shall be to repair or replace, at its option, the defective Equipment or parts at no charge to Customer. As a condition of this warranty, Customer must obtain instructions from UltraSource regarding the return of any defective Equipment or parts and return such Equipment or parts, freight prepaid, together with a written description of the claimed defect, to UltraSource's plant. In addition, either Customer or UltraSource may terminate this agreement at any time during the thirty (30) day period following the date the Equipment is first installed and operable if Customer is not satisfied that the Equipment conforms to the descriptions and specifications set forth herein and UltraSource states that it is unable to cure such alleged failure to conform. After the expiration of such thirty (30) day period, such Equipment shall be deemed to conform to such description and specifications.

UltraSource will not be responsible for, and this warranty will not cover, damage to the Equipment caused by accident or any damage due to (i) improper service or operation of the Equipment, (ii) alteration of the Equipment or any use of the Equipment for any purpose other than its intended purpose, or (iii) abuse of or failure to properly maintain the Equipment. Further, this warranty will not cover normal wear items including, but not limited to, seal bars, all gaskets, Teflon® tape, backup strips, seal elements, bladders, and/or air/oil pump filters. In addition, regular maintenance of the vacuum pump is a condition of the warranty. All maintenance must conform to the specifications of the vacuum pump manufacturer, including regular oil changes and air/oil filter changes using specified replacement oil and filters (see owner's manual for UltraSource part numbers). All replacement items must likewise meet the specifications of the vacuum pump manufacturer and any substitutions could invalidate the warranty.

8. **Exclusive Remedy and Limitation of Liability.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 7 AND 10, ULTRASOURCE MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR AGENT OF ULTRASOURCE HAS THE AUTHORITY TO GRANT ANY OTHER WARRANTY TO CUSTOMER, WRITTEN OR ORAL, UNLESS SUCH WARRANTY IS SET FORTH IN WRITING AND SIGNED BY AN OFFICER OF ULTRASOURCE. THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 7 AND 10 ARE GIVEN IN SATISFACTION OF ANY AND ALL OBLIGATIONS OR LIABILITIES OF ULTRASOURCE TO CUSTOMER, OR ANY THIRD PARTY, WITH RESPECT TO THE EQUIPMENT (WHETHER SUCH LIABILITIES OR OBLIGATIONS ARISE OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE). WITHOUT LIMITING THE FOREGOING, ULTRASOURCE SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY TO CUSTOMER, OR ANY THIRD PARTY, WITH RESPECT TO THE EQUIPMENT. FURTHER, IN THE EVENT OF RETURN OF THE EQUIPMENT OR PARTS, ULTRASOURCE SHALL NOT BE LIABLE FOR ANY DAMAGES TO CUSTOMER'S PREMISES CAUSED BY REMOVAL OF THE EQUIPMENT NOR SHALL ULTRASOURCE BE OBLIGATED IN ANY WAY TO RESTORE THE SAME. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY LOSS, DAMAGE OR INJURY RELATED TO THE EQUIPMENT SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT OR PARTS OR, IN THE CASE OF A PATENT OR COPYRIGHT INFRINGEMENT ACTION, DEFENSE OF SUCH ACTION AS PROVIDED IN SECTION 10. IN NO EVENT SHALL ULTRASOURCE'S LIABILITY TO CUSTOMER EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE

EQUIPMENT. WITHOUT LIMITING THE FOREGOING, ULTRASOURCE SHALL NOT BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUES, EVEN IF ULTRASOURCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ULTRASOURCE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE YIELD, QUALITY OR CHARACTERISTICS OF CUSTOMER'S PRODUCT THAT MAY RESULT FROM PROCESSING BY THE EQUIPMENT.

9. **Federal Acceptance.** The Equipment shall conform to and be in compliance with applicable rules and regulations governing acceptance by the United States Department of Agriculture ("USDA"). Because the United States Department of Labor does not issue acceptance letters (as does the USDA), UltraSource cannot guarantee that the Equipment will comply with the Federal Occupational Safety and Health Act and the regulations issued thereunder.

10. **Security Agreement.** Customer hereby grants to UltraSource a purchase money security interest in the Equipment as security for the performance by Customer of all of Customer's payment obligations hereunder, together with the right, without liability, to repossess the Equipment, with or without notice, in the event of default by Customer in the payment of all or any part of Customer's payment obligations hereunder. Customer shall execute and deliver to UltraSource such further instruments as may be necessary to perfect the security interest herein granted under the Uniform Commercial Code or similar laws of any appropriate jurisdiction, and Customer hereby appoints UltraSource as Customer's attorney-in-fact to execute any and all such instruments in the event Customer fails, for whatever reason, to execute such instruments. In the event of default by Customer, UltraSource shall have all rights and remedies of a secured party under the Uniform Commercial Code or similar laws of any appropriate jurisdiction, in addition to all other rights and remedies under this agreement.

11. **Delay in Performance.** UltraSource shall not be liable for any damages or penalties as a result of any delay in UltraSource's performance hereunder when such delay is due to the elements, acts of God, delay in transit, delay in delivery by any vendor of UltraSource or any other cause beyond the reasonable control of UltraSource.

12. **Warning (applicable to packaging equipment).** While this machine is often used for food packaging and vacuum cooking, there are inherent risks associated with this packaging technique that could cause serious illness or death to the consumer of the food product. If you are using this machine for a food application, you must consult with a reputable food technologist or specialist in vacuum/modified atmosphere packaging (M.A.P.) to review the safety of your application and, if using gas flushing or M.A.P., determine the level and frequency of your final package gas testing and quality control to assure that the gas input level and mix are correct and safe.

In order to ensure proper shelf life of the food product packaged in this machine, you must contact a reputable food technologist or specialist in vacuum/modified atmosphere packaging (M.A.P.) to review and develop the appropriate gas mixture for your package, and you must perform quality control and gas analysis on your finished M.A.P. packages.

The undersigned, as a condition of purchasing this packaging machine, agrees to have all operators read and understand the operating manual before use and to ensure all operators and management abide by all warnings, which will help assure the operator's safety and the integrity and safety of the packages produced.

13. **General.** This agreement shall be binding upon UltraSource and Customer only after Customer has signed this agreement. This agreement is the complete and exclusive statement of the understanding between the parties and supersedes all written or oral proposals and all other communications between the parties relating to the subject matter of this agreement. Customer may not assign or transfer any of Customer's rights, duties or obligations under this agreement without the prior written consent of UltraSource. This agreement may be amended, modified or supplemented only by a written agreement between Customer and UltraSource that is signed by an officer of UltraSource. UltraSource shall not be bound by any additional or different terms or conditions on any form of Customer unless UltraSource agrees to such terms and conditions in a writing signed by an officer of UltraSource. The waiver or failure of either party hereto to exercise in any respect any right provided for hereunder shall not be deemed a waiver of any further right hereunder. If any provision of this agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement. The laws of the State of Missouri shall govern this agreement. Customer unconditionally and irrevocably accepts and submits to the jurisdiction of the United States District Court for the Western District of Missouri and the courts of the State of Missouri with respect to any legal action, suit or proceeding arising out of or in connection with this agreement. To the extent permitted by law, Customer agrees to reimburse UltraSource for all reasonable attorney's fees incurred in connection with enforcing any of UltraSource's rights under this agreement, including, without limitation, any reasonable attorney's fees incurred by UltraSource in any bankruptcy proceeding involving Customer.

CUSTOMER:

Printed Name

By: _____

Title: _____

The foregoing is accepted and agreed to as of the ___ day of _____, 20__.

ULTRASOURCE LLC:

By: _____