Supply Agreement

This Supply Agreement is made on February 12, 2024 between Hartwell Precision Components Ltd, a company incorporated in England and Wales (the "Supplier"), and Brightwater Foods, a Delaware corporation (the "Customer").

The Supplier makes stainless-steel components for food filling lines. The Customer wishes to buy them for its plants on the terms below.

2.1 Term. This Agreement starts on March 1, 2024 and ends on February 28, 2029, unless terminated earlier under clause 14.

3.1 Minimum purchase. The Customer shall buy components to an annual value of not less than $12,400,000, at the prices in Schedule 2.

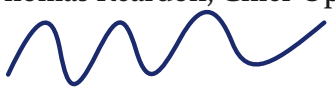
14.1 Either party may terminate this Agreement by written notice if the other party commits a material breach and does not remedy it within 30 days of being notified of it.

14.2 Either party may terminate on 60 days' notice if control of the other party changes.

19.1 Neither party may assign or transfer this Agreement, or any of its rights or obligations under it, without the prior written consent of the other party.

21.1 Notices to the Customer shall be sent to 400 Harbor Drive, Suite 1200, Baltimore, MD 21202, for the attention of the General Counsel.

For the Supplier
Thomas Reardon, Chief Operating Officer



Signature

For the Customer
Laura Bennett, General Counsel



Signature