



STAR-K KOSHER CERTIFICATION

AGREEMENT

This agreement made and entered into, in duplicate, this tenth day of November, 2014 by and between the **STAR-K CERTIFICATION, INC.**, a body corporate, party of the first part, sometimes hereafter referred to as the "COUNCIL", and **GRANDI RISO SPA**, a body corporate, party of the second part, sometimes hereafter referred to as the "MERCHANT".

WITNESSETH

WHEREAS, the Council is a body duly incorporated for the purposes of kosher supervision, and

WHEREAS, the Merchant hereby requests the Council to grant the Council's kosher supervision to **ARBORIO RICE AND CARNAROLI RICE** manufactured by the Merchant at:

GRANDI RISO SPA
Via Fronte Primo Tronco, 20
Pontelagorino-Codigoro (FE), ITALY 44020

AND WHEREAS, the Council is willing to grant said supervision and issue certificates of kosher endorsement under the terms and conditions provided hereafter:

IT IS THEREFORE AGREED BETWEEN THE PARTIES HERETO:

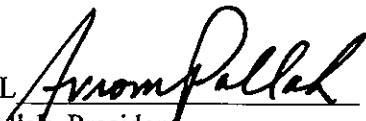
THAT the Star-K Kosher Certification, hereby grants the requested supervision of the Council under the following conditions:

1. The Merchant agrees to abide by all requirements set forth by the Council regarding the production of kosher certified products. The Council shall be the sole authority and certifying agency as to the Kashrus (conformity with the Jewish Dietary Laws) of the above mentioned products.
2. The Merchant agrees to produce all products kosher certified by the Council exclusively at plants acceptable to the Council.
3. The Merchant agrees to forward all written inquiries concerning the implementation of kashruth standards to the Council. However, copies of the kashrus certificate issued by the Council to the Merchant may be disseminated freely by the Merchant.
4. The Merchant agrees to allow a representative of the Council to enter all above mentioned facilities of the Merchant during regular production hours in order to supervise the implementation of kosher-related regulations.
5. The Merchant agrees to request approval from the Council for the use of any ingredients for kosher approved products made by the Merchant other than those previously approved by the Council.
6. The printing of the Star-K on any label, container or package must be with the written approval of the Council. The Merchant agrees to submit art work for approval by the Council before packaging material bearing the Star-K symbol is actually printed.
7. The Merchant agrees that the Star-K insignia and label are to be used only on those products endorsed by the Council.
8. Upon request from the Council, the Merchant agrees to request from its suppliers, a statement certifying that they will not change their formulas and/or raw materials used in kosher approved products without first notifying the Council in advance.
9. The Merchant agrees to request from its suppliers any information that may be required by the Council in ascertaining the Kashrus of approved kosher products.
10. The Merchant agrees to request from its suppliers that the Council's representatives shall have the right to inspect those suppliers and processes at all times during regular business hours should such inspection be deemed necessary.
11. All purchase invoices and inventory records relevant to kosher certification shall be made available for inspection upon request by the Council.
12. Upon request, the Council shall have access to all formulae, manufacturing procedures and production records used by the Merchant. However, the Merchant need not submit to the Council actual percentages of the individual components that he uses in the formulation of a product.
13. The Merchant agrees that upon discontinuance of supervision by the Council, it will not label its products with the Star-K endorsement and will not advertise in any mode whatsoever that its products are endorsed by the Council.

14. The Merchant agrees that at the termination of this agreement all unused labels and containers bearing the Star-K be destroyed or obliterated under the supervision of the Council at no expense to the Council.
15. In the event of any breach of the kashrus provisions of this agreement by the Merchant and so determined solely by the Council, the Council will notify the Merchant by registered mail that such a breach has occurred. It will then be up to the Council to determine whether its endorsement shall be withdrawn immediately or whether correction of the breach will be accepted. Should such a breach result in the immediate withdrawal of the Star-K endorsement, the Council reserves the right to notify the public through such media as it shall select, that the product or company is no longer supervised and endorsed by the Council. Under these circumstances, the Merchant shall be prohibited from using any form of the Council's endorsement as of the date of withdrawal of endorsement and any remaining unused containers, labels, or wrappers bearing the Council's endorsement shall be destroyed or the endorsement obliterated therefrom in the presence of a representative of the Council, within ten (10) days after such date. Nothing contained in this paragraph shall relieve the Merchant from paying the stipulated sum agreed to be paid to the Council herein. The Council shall not be held liable for any consequential damage that the Merchant may incur as a result of such termination.
16. The Council covenants and agrees that it will not communicate or divulge to, or use for the benefit of, any other person, partnership, association, or corporation, any trade secrets, formulas, or secret processes used or employed by the Merchant in or about its business, that may be communicated to Council by virtue of this licensing agreement.
17. The Merchant agrees to pay the Council a two thousand five hundred dollar (USD \$2,500.00) annual fee, plus USD \$500.00 for share of travel expenses for annual plant inspection.
18. This agreement shall run from November 1, 2014 to October 31, 2015 and shall be renewed automatically for an additional one year period on each ensuing November 1st unless either party notifies the other by registered mail 45 days in advance of the expiration date. At the time of renewal the above mentioned supervisory fee may be subject to review by the contracting parties.
19. In the event that the Merchant or any of his suppliers makes any changes which may not be acceptable to the Council, the Council shall have the right to withdraw its endorsement. In such event, the Merchant shall be prohibited from using the labels which bear the Star-K for that product and the Council will have the right to notify the public of its termination of endorsement of that product through whichever media it sees fit. Unused labels bearing the Star-K endorsement of that product shall be destroyed as stated in Paragraph 15 above.
20. The Merchant agrees not to affix the Star-K symbol on any private label unless receiving written permission from the Council authorizing the use of the Star-K and specifically listing the name of the private label.
21. Merchant acknowledges that the Letter of Kosher Certification issued by Council may be posted on the Council's website and made available to other Kosher certifying agencies.

22. In the event that the Merchant sells either all or part of his ownership in GRANDI RISO SPA the Council reserves the right to discontinue its certification. A new application may be submitted to the Council with the understanding it is entirely up to the discretion of the Council whether or not to grant kosher certification.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement by their corporate officers hereunto duly authorized:

COUNCIL 
Avrom Pollak, President
STAR-K Certification, Inc.
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MERCHANT 
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export@grandiriso.com

DATE 11-10-2014

DATE 17-11-2014