

GEHL FOODS, LLC STANDARD LEASE AGREEMENT

BECAUSE EQUIPMENT AND OPERATOR NEEDS CONSTANTLY CHANGE, OUR DISPENSERS ARE NEVER SOLD. WE LEASE ALL OF OUR DISPENSERS PURSUANT TO AN AGREEMENT SUCH AS THIS ONE. YOU NEED TO SIGN THIS AGREEMENT BEFORE WE CAN PROCESS YOUR ORDER; however, we may waive the requirement for a signature, if, for example, you are part of a group that has entered into an agreement like this one for your benefit, if you are bound by its terms and if it is in effect on the day you submit your order (the "Similar Agreement"). YOU AGREE TO BE BOUND BY THIS AGREEMENT (OR IF APPLICABLE, THE SIMILAR AGREEMENT), AND YOU SHALL BE DEEMED TO HAVE ACCEPTED IT (1) BY SIGNING AND DELIVERING IT, OR AN ACKNOWLEDGMENT OF IT, (2) BY DELIVERING (DIRECTLY OR INDIRECTLY) AN ORDER REFERENCING A DISPENSER OF OURS, AND/OR (3) BY ACCEPTING RECEIPT OF A DISPENSER OF OURS. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU OR ON YOUR BEHALF OR ANY ATTEMPT TO VARY, IN ANY DEGREE, ANY OF THE PREPRINTED TERMS OR CONDITIONS OF THIS OFFER (AND/OR THE OFFER IN THE SIMILAR AGREEMENT) IN THE ACCEPTANCE SHALL NOT OPERATE AS A REJECTION OF THIS OFFER (AND/OR THE OFFER IN THE SIMILAR AGREEMENT), BUT SHALL INSTEAD BE DEEMED TO BE A MATERIAL ALTERATION HEREOF (AND THEREOF). THIS OFFER (AND/OR THE OFFER IN THE SIMILAR AGREEMENT) SHALL BE DEEMED ACCEPTED WITHOUT SAID ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS OR SAID VARIANCES (EXCEPT TO THE EXTENT WE ACCEPT CHANGES TO SECTION 3 OF THIS AGREEMENT), AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN. Except to the extent otherwise provided above and/or in any applicable Similar Agreement: This Standard Equipment Dispenser Lease Agreement (this "Agreement") includes the statement above and is by and between Gehl Foods, LLC, a Wisconsin limited liability company, as lessor ("Lessor"), and the Lessee. As used in this Agreement, the "Lessee" shall mean the individual, organization or entity who signed this Agreement as lessee, or if unsigned, the individual, organization or entity ordering or receiving one or more Gehl Foods Dispenser(s) (the "Dispenser"). Agreeing to be bound by this Agreement through Lessor's on-line system (by clicking through the order process) shall be the equivalent of a manual signature hereto. This Agreement is made, entered into and effective as of the earlier of (1) any date set forth below the signature of the Lessee, (2) the date an order for the Dispenser is received, or (3) the date the Dispenser is shipped (the "Effective Date").

- 1) Dispenser Leased. Lessor is under no obligation to accept any order or other request for a Dispenser. Subject to the terms and conditions hereinafter, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee the Dispenser having the serial number(s) assigned to such Dispenser by Lessor at the time of shipment.
- 2) Location and Title to the Dispenser. Lessee shall place and utilize the Dispenser exclusively - with Gehl Foods' products only - at the shipping address specified by Lessee to Lessor or such other address as Lessee subsequently specifies to Lessor in writing (the "Permitted Location"). Such Permitted Location shall be subject to the approval of Lessor, which shall not be unreasonably withheld. Lessee shall not remove, nor permit the removal of, the Dispenser from the Permitted Location, or utilize the Dispenser at any other location, without Lessor's prior written authorization. The Dispenser shall at all times remain the sole and exclusive property of Lessor, and Lessee shall have no right (other than the right to use the Dispenser pursuant to this Agreement), title or interest therein (including, without limitation, any right to sell or transfer possession of the Dispenser), except as specifically set forth in this Agreement.
- 3) Placement and Shipping Fee. Lessee shall pay a one-time placement fee for each Dispenser leased to Lessor at Lessor's then-current placement fee in effect, which shall become non-refundable after shipment of the Dispenser. Lessee shall not be required to pay a shipping fee for the Dispenser within the United States.
- 4) Authorized Sauces. Lessee shall be obligated to use only products manufactured by Gehl Foods or its subsidiaries and sold by an authorized distributor of Lessor (the "Exclusive Sauces") in the Dispenser and shall not use any other sauces or other products in the Dispenser at any time.
- 5) Labels and Identification Materials. Lessee shall not alter, modify, remove or deface any labels, identification materials or other marks on the Dispenser without Lessor's prior written authorization. In addition, in the event Lessor supplies Lessee with labels, identification materials or other marks with instructions to affix them to or otherwise display them near the Dispenser, Lessee shall promptly do so and maintain the labels, identification materials and other marks in legible condition.
- 6) Trademarks, Logos, Etc. Lessee acknowledges that the Dispenser bears one or more Gehl Foods trademarks, tradenames, service marks or logos and shall not use the Dispenser in any way that infringes or impairs any such trademarks, tradenames, service marks or logos. Use of the Dispenser to dispense any product other than an Exclusive Sauce constitutes a breach of this Section 6.
- 7) Repairs to Dispenser. Subject to Lessor's receipt of a placement fee, the Dispenser is entitled to participate in Lessor's standard service program described at <http://www.gehls.com/DefaultFile/Pile/pdf/Sellsheets/ServiceProgram.pdf>.
- 8) Maintenance and Care; Risks. Lessee at his, her or its own cost shall clean, maintain and care for the Dispenser properly and in accordance with instructions provided by Lessor and shall comply with all applicable local, state and federal rules or regulations. Lessee shall not alter, modify or improve the Dispenser in any way. SUBJECT TO THE TERMS OF THIS AGREEMENT AND TO THE EXTENT NOT DISALLOWED BY LAW, LESSEE HEREBY ASSUMES ALL RISKS AND LIABILITY FOR THE SAFETY, INSTALLATION, USE, POSSESSION, OPERATION, MAINTENANCE, REPAIR AND CONDITION OF THE DISPENSER AND THE PARTS, MATERIALS AND REPLACEMENTS THEREOF AND FOR ANY INJURY OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY HOWSOEVER ARISING FROM OR INCIDENT TO THE DISPENSER OR ANY PART, MATERIAL OR REPLACEMENT THEREOF (regardless of whether such injury or death occurs to agents or employees of Lessee or to third parties and regardless of whether such damage occurs to Lessee's property or the property of others). To the extent not disallowed by law, Lessee shall save and hold Lessor harmless and indemnify Lessor from and against all loss, damages, claims, penalties, liabilities and expenses (including, without limitation, attorney's fees and all defense costs) in any way related to the Dispenser or a part, material or replacement thereof or to the actual or alleged failure of Lessee to comply with this Agreement.
- 9) Liens on Dispenser. Lessee shall keep the Dispenser free and clear of all levies, liens and encumbrances and shall pay when due all license fees, registration fees, assessments, charges and all municipal, state or federal taxes which may be imposed upon use, custody or possession of the Dispenser.
- 10) Disclaimer of Warranties. LESSEE ACKNOWLEDGES AND AGREES THAT THE DISPENSER IS TAKEN STRICTLY ON AN "AS-IS" BASIS SUBJECT TO LESSEE'S RIGHTS REFERENCED IN SECTION 7 ABOVE AND THE OTHER TERMS AND CONDITIONS OF THIS AGREEMENT. LESSOR HAS NOT MADE ANY, AND TO THE EXTENT NOT DISALLOWED BY LAW, LESSOR HEREBY EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, ARISING OUT OF OR RELATING TO THE DISPENSER AND THE PARTS, MATERIALS AND REPLACEMENTS THEREOF (INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED REPRESENTATIONS AND/OR WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY AND/OR TITLE).
- 11) LIMITATION ON LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, LESSOR SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LESSEE OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE DISPENSER OR THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF LESSOR IS APPRAISED OF THE LIKELIHOOD OF SUCH DAMAGE OCCURRING OR IF SUCH DAMAGE IS OTHERWISE FORESEEABLE.
- 12) No Assignment. Lessee shall not assign this Agreement nor lend or transfer possession of the Dispenser to any other individual, organization or entity without Lessor's prior, express written consent.
- 13) Termination. At any time following the thirtieth (30th) day after shipment, either party, upon thirty (30) days' advance written notice to the other party at the applicable address specified in Section 15, may terminate this Agreement without cause. Upon written notice to Lessee at the address in Section 15, Lessor may immediately terminate this Agreement for cause if: (i) Lessee uses the Dispenser to dispense any product other than an Exclusive Sauce as prohibited by Section 4; (ii) Lessee removes or defaces any of the labels, tags, identification materials or marks referenced in Section 5; (iii) the Dispenser is used by Lessee in an improper manner not in accordance with this Agreement and the use and operating instructions that Lessor provides with the Dispenser; or (iv) Lessee breaches any other material provision of this Agreement. Sections 2, 4, 5, 6, 8, 9, 10, 11, 12, 13 and 14 of this Agreement shall survive any termination.
- 14) Return of the Dispenser. Upon the termination of this Agreement, Lessee shall, pursuant to Lessor's instructions and at Lessee's full expense, uninstall, pack and return the Dispenser to Lessor at its address set forth herein, in the same operating order, repair, condition and appearance as when received by Lessee, reasonable wear and tear excepted.
- 15) Notices. All notices shall be deemed given one (1) business day after being sent to the recipient by fax or email or two (2) business days after being sent by overnight mail. If to Lessor: Gehl Foods, LLC, Equipment Program, PO Box 1004, N116 W15970 Main St., Germantown, WI 53022-8204, Email: sales@gehls.com, Fax No.: 262.250.6847. If to Lessee: to the shipping address or such address as Lessee may notify Lessor of in writing from time to time.
- 16) Severability. If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, the other provisions will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. In furtherance of and not in limitation of the foregoing, Lessee expressly stipulates that this Agreement shall be construed in a manner which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. "Governmental Body" means any federal, state, local, municipal, foreign or other government; governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.
- 17) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings, agreements or representations by or between the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof. Copies of signatures sent via email or other electronic means are the equivalent of written and signed documents.
- 18) Amendment and Waiver. No amendment of any provision of this Agreement shall be valid unless in writing and signed by each of Lessor and Lessee. Any failure of a party hereto to comply with any of its respective obligations hereunder may be waived in writing by the other party. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 19) Successors and Assigns. Subject to the restrictions contained in Section 12 above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives and assigns.
- 20) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ACTION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND EACH PARTY CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. EACH PARTY FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. The rights and remedies provided Lessor under this Agreement are cumulative, are in addition to and do not limit or prejudice any other right or remedy available at law or in equity.



The logo above serves as the signature of Gehl Foods, LLC to the preprinted terms of this agreement