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, in our discretion, you provide us a portion of a signed agreement and we later receive the full signed agreement. After the lease term expires, if you desire to continue leasing the Dispenser pursuant to this Agreement, you agree to be bound by this Agreement (or the applicable, the similar Agreement), and you shall be deemed to have accepted it (i) by signing and delivering it, or an acknowledgment of it, (ii) by delivering (directly or indirectly) an order referencing a Dispenser of ours and/or conditions in any form delivered by you or 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 entered into effect by Lessor and Lessee. ANY 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:

1. Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them herein. Each party represents and warrants that it is not an affiliate of any of the other party, and the 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).

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 consent. In the event of termination, Lessee shall return the Dispenser to Lessor at the expense of the Lessee. Lessee shall not alter, modify or remove 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, OR ANY INJURY OR DAMAGE TO PROPERTY (WHETHER SUCH INJURY OR DAMAGE OCCURS TO PERSONS OR PROPERTY OF LESSEE OR TO THIRD PARTIES) RESULTING FROM OR CONNECTED TO THE USE OF THE Dispenser OR ANY PART, MATERIAL OR REPLACEMENT THEROF (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 losses, damages, claims, liabilities, 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 that the Dispenser bears one or more Gehl Foods trademarks, tradenames, service marks or logos and shall not use the Dispenser in any manner which is inconsistent with or infringes on 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.

11. 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 manner which is inconsistent with or infringes on 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.

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 permission.