

TERMS AND CONDITIONS OF RENTAL CONTRACT.

To our Lessee ("Renter"): We appreciate Your choice of Silver Chef LLC ("SilverChef") for leasing equipment. This Rental Contract (also referred to as a "Lease") governs the terms and conditions of your renting of equipment from Us. This Rental Contract is a Lease. In this Lease the following definitions apply: "You" or "Your" refers to each of the Lessee(s) which sign this Lease. "We," "Us" or "Our" refers to Silver Chef LLC, a Delaware Limited Liability Company.

1. Overview.

This Lease covers equipment, fixtures, inventory, and goods (all together, "Equipment") as described in the Lease description above. The Lease description above may include invoices and/or other documents to describe the equipment. This Lease is intended to be a "finance lease" under Article 2A of the Uniform Commercial Code except for the refurbished equipment refurbished and supplied by SilverChef and designated as Certified Used Equipment supplied by SilverChef (referred to as the "Refurbished Equipment Supplied by SilverChef" or "Certified Used Equipment"). Pursuant to Article 2A of the Uniform Commercial Code, Lessee is entitled to the promises and warranties provided to Lessor by the equipment supplier. Lessee may communicate with the supplier of the equipment ("Supplier" or "Vendor") to receive an accurate and complete statement of said promises and warranties, including any disclaimers and limitations of them or of remedies. Each and every item of equipment included in this Lease includes all replacements, replacement parts, repairs, returns, substitutions, additions, accessories, and accessions. SilverChef offers limited warranties for its Certified Used Equipment. SilverChef's full warranty coverage inclusions and exclusions can be found on the SilverChef website at www.SilverChef.com. To the extent of discrepancies or inconsistencies between this Lease and the limited warranties provided by SilverChef, this Lease and the terms of this Lease apply and govern. Similarly, to the extent that the legal impact or ramifications of the limited warranties are inconsistent with the terms of this Lease or Article 2A of the UCC, then this Lease only applies.

2. Your Unconditional Requirement to Pay Us.

2.1 Your payment obligations to Us are irrevocable and non-cancellable.

2.2 You Agree to make the Upfront Payment to Us upon signing of this contract. You acknowledge that until the Upfront Payment is received by Us that the Equipment will not be delivered.

2.2 You agree to accept the Equipment when it is delivered and to sign the Delivery and Acceptance Receipt(s). We may at our discretion confirm by telephone that You have accepted the Equipment and this telephone verification of your acceptance of the Equipment shall have the same effect as a signed Delivery and Acceptance Receipt. Likewise, We may at our discretion confirm with a Supplier that delivery has occurred and this verification of delivery with a Supplier shall in our reasonable discretion have the same effect as a signed Delivery and Acceptance Receipt.

2.3 Your rental payments ("Rental Payments" or "Lease Payments") covering the Equipment are due weekly on the day of the week of Equipment delivery or tender of delivery of the Equipment, whichever date is earlier, or any date reasonably

designated by Us in writing ("Rental Commencement Date") and continuing on the same day of each and every following week through the end of the lease term.

2.4 EXCEPT FOR CERTIFIED USED EQUIPMENT SUPPLIED BY SILVER CHEF THE LESSEE'S OBLIGATION TO MAKE RENTAL PAYMENTS UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO ANY ABATEMENT, SET OFF, DEFENSE, OR

COUNTERCLAIM, FOR ANY REASON WHATSOEVER.

2.5 AS TO CERTIFIED USED EQUIPMENT SUPPLIED BY SILVERCHEF LESSEE'S OBLIGATION TO MAKE RENTAL PAYMENTS UNDER THIS LEASE SHALL ALSO BE ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO ANY ABATEMENT, SET OFF, DEFENSE,

OR COUNTERCLAIM, FOR ANY REASON WHATSOEVER, EXCEPT AS SPECIFICALLY AND UNAMBIGUOUSLY MODIFIED IN WRITING BY A WARRANTY ISSUED BY SILVER CHEF LLC.

2.6 You bear the entire risk of loss of or damage to the Equipment during the lease term (including any and all supplemental, renewal or continuing lease terms) except as specifically and unambiguously modified in writing.

2.7 YOUR OBLIGATION TO PAY US, "COME HELL OR HIGH WATER" IS A FUNDAMENTAL TERM. BY EXECUTING THIS LEASE, EXCEPT AS SPECIFICALLY

AND UNAMBIGUOUSLY MODIFIED IN WRITING FOR CERTIFIED USED EQUIPMENT SUPPLIED BY SILVER CHEF LLC, THE LESSEE TO THE MAXIMUM EXTENT ALLOWED BY LAW HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UCC AS ADOPTED BY THE STATE OF WASHINGTON INCLUDING, WITHOUT LIMITATION, THE RIGHT TO (I) CANCEL THIS LEASE; (II) REPUDIATE THIS LEASE; (III) REJECT THIS LEASE; (IV) REVOKE ACCEPTANCE OF THE EQUIPMENT; (V) RECOVER DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY OR ANY OTHER REASON; (VI) CLAIM A SECURITY INTEREST IN ANY REJECTED PROPERTY IN LESSEE'S POSSESSION; (VII) DEDUCT ALL OR ANY PART OF CLAIMED DAMAGES RESULTING FROM LESSOR'S DEFAULT; (VIII) ACCEPT PARTIAL DELIVERY OF THE EQUIPMENT; (IX) "COVER" BY MAKING ANY PURCHASE OR LEASE OF EQUIPMENT IN SUBSTITUTION OF THE EQUIPMENT; (X) RECOVER ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANTICIPATORY PROFITS, FROM LESSOR FOR ANY REASON.

3. Tax Adjustment.

At any time, the Lessor may adjust taxes to be paid by Lessee which may be included in the Weekly Rent to reflect actual changes in tax rates or amounts. The Lessor shall at the request of Lessee provide the Lessee with specific details of any such change.

4. Your Basic Payment Terms.

- 4.1 You authorize Us in our sole discretion to increase the Rental Payments by not more than ten percent (10%) to reflect changes in the final cost of the Equipment over the estimated cost of the Equipment, including all other items as reflected in the final invoice(s) to Us from the Vendor. At your written request, We will notify You of any such increase and provide to you the back-up documentation as to such increase.
- 4.2 Late Payments: If you fail to make any payment within five (5) days of the payment due date ("Grace Period"), You shall pay Us a service charge of ten percent (10%) of the payment due ("Late Payment Fee"). You agree that this charge is a reasonable estimation of the cost to Us to collect a late payment and is not intended to be a penalty. You agree to pay Us simple interest on all unpaid invoiced amounts at the rate of one and one-half (1.5%) per month (or the maximum rate allowed by law, whichever is less) calculated daily from the Due Date until the date paid, in addition to service charge.
- 4.3 At Our request, You agree that You will complete all documents to enable Us to make automatic withdrawals from Your bank account.
- 4.4 You must pay us an NSF charge of \$35 for each and every electronic withdrawal which does not clear and for each check for which there are insufficient funds.
- 4.5 Advanced payments and security deposits may be comingled with Our general funds and You shall not be entitled to any interest. Security deposits can be applied to the last Rental Payment due in reverse order until exhausted. Security Deposit can be applied by Silver Chef, LLC against any cost to either transport the Equipment or repair and service the equipment once returned.
- 4.6 This Lease is not a loan; however, if any payment, charge, or fee in this Lease or any Lease is for any reason deemed somehow usurious by any court or governmental entity, then the amount that is excessive will be applied to the last payments due in reverse order. In the event any excess remains after such application, said amount will be refunded to You and You will hold Us harmless, and You will not make any claims against Us on such basis;
- 4.7 Rental Payments, documentation fees, transaction fees, Late Payment Fees, taxes and all other sums due or to become due from Lessee to Lessor hereunder may each be referred to herein as a "Payment Obligation" and together as the "Payment Obligations."

TIME IS OF THE ESSENCE FOR THE PERFORMANCE OF THE PAYMENT OBLIGATIONS. Lessor's waiver of any one or more Payment Obligations (and Lessor's waiver of any other obligation of any kind or nature) shall not be deemed a waiver of any other Payment Obligation or obligation. No obligation of any kind or nature can be waived by Lessor except in writing and signed by Lessor.

5. Commercial Transaction

This is a Commercial Transaction, and Equipment is for Business Purposes Only. We have entered into this Lease based upon Your representation to Us that the Equipment will be used exclusively for business purposes and it will not be used for personal, family or household purposes.

You also agree that only persons thoroughly trained in the operation of the Equipment in accordance with manufacturer's specifications and procedures may operate the Equipment.

6. No Warranty by Us; Lessee's Disclaimer of Warranties.

6.1 LESSEE ACKNOWLEDGES THAT AS TO ANY AND ALL EQUIPMENT THAT IS NOT CERTIFIED USED EQUIPMENT SUPPLIED BY SILVER CHEF LLC: (I) THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY AND MANUFACTURE SELECTED BY LESSEE; (II) LESSOR IS NOT A MANUFACTURER OR DEALER FOR THE EQUIPMENT (III) NEITHER THE MANUFACTURER, SUPPLIER, VENDOR NOR ANY REPRESENTATIVE OF ANY SUCH PERSON OR PARTY IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF ANY LEASE; AND (IV) LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT, EXPRESS, IMPLIED OR OTHERWISE.

6.2 LESSEE ACKNOWLEDGES THAT AS TO ANY AND ALL EQUIPMENT THAT IS CERTIFIED USED EQUIPMENT SUPPLIED BY SILVER CHEF LLC: (I) THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY AND MANUFACTURE SELECTED BY LESSEE (NOT BY SILVERCHEF); (II) NO ONE WHO IS NOT AN EMPLOYEE OF SILVERCHEF IS AN AGENT OF SILVERCHEF OR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF ANY LEASE WITH SILVERCHEF; (III) LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT, EXPRESS, IMPLIED OR OTHERWISE EXCEPT AS SPECIFICALLY SET FORTH IN WRITING BY SILVERCHEF.

6.3 Lessee acknowledges that Certified Used Equipment Supplied by SilverChef comes with a 90 DAY WARRANTY (Parts and Labor) from SilverChef. This 90 DAY WARRANTY from SilverChef is inapplicable and without import as to any other equipment.

6.4 Lessee acknowledges that as to any and all equipment that is leased by SilverChef and designated as 'New' that the equipment comes with a manufacturer's warranty (where

applicable) and no warranty or representations from SilverChef.

6.5 Lessor shall not be responsible to Lessee or any other person or party for any damages whatsoever resulting from the delivery, installation, use, operation, performance or condition of the Equipment or any delay or failure by a Supplier in delivering and/or installing any item of Equipment or performing any service for Lessee. In relation to Certified Used Equipment the Lessor will only be responsible to the Lessee for any damages resulting from a defect in the Certified Used Equipment (within 90 days of delivery) as specifically set forth and limited in the warranty, and only if the Equipment was used in the correct manner and by a trained operator.

6.6 For all Equipment which is not Certified Used Equipment supplied by SilverChef, the Lessor transfers and assigns to Lessee its rights (if any) against the Supplier and manufacturer during the Lease Term and during any supplemental and renewal terms. Lessor authorizes Lessee, at Lessee's expense, to assert against the Vendor or manufacturer or dealer during the Lease Term (and during any supplemental and renewal terms), all of Lessor's rights under a warranty or promise (if any exists) relating to the Equipment which is not Certified Used Equipment supplied by SilverChef.

6.7 In addition to Lessee's other rights, Lessee may communicate with a Supplier or manufacturer or dealer to receive an accurate and complete statement of such Supplier's or manufacturer's or dealer's promises and warranties with respect to the Equipment, including any disclaimers and limitations thereof.

6.8 For all Equipment which is not Certified Used Equipment supplied by SilverChef, Lessee acknowledges and agrees that in the event Lessee is not satisfied with the selection, delivery, installation, appearance, maintenance, size, manufacturing, performance, or specifications of the Equipment in any way, Lessee shall only look to persons or companies other than Lessor for a remedy or to make a claim. The Lessee may look to SilverChef to remedy a claim relating to performance of Certified Used Equipment supplied by SilverChef, if and only if such claim is made within 90 days of delivery of the Equipment and the claim is clearly covered by a written warranty from SilverChef.

6.9 The only warranty from Lessor to Lessee (except for a written warranty supplied by SilverChef for Certified Used Equipment supplied by SilverChef) is that so long as no Event of Default exists and while the Lease is in effect, the Lessee's possession and use of the Equipment will not be interfered with by the Lessor or anyone rightfully claiming an interest through the Lessor except as provided in the Lease. Section 6 survives the termination or cancellation of this Agreement and/or any Lease.

6.10 None of You or any Guarantor, any of Your or any Guarantor's subsidiaries nor any director or officer of any of the foregoing is an individual or entity that is owned or controlled by persons that are Blocked Person(s). "Blocked Person" means any person or entity (A) that is now or at any time on a list of Specially Designated Nationals issued by the Office of Foreign Assets Controlled ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identifications list; (B) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government; or (C) otherwise designated by the United States or any regulator

having jurisdiction or regulatory oversight over Us or our financing source, to be a person with whom We or they are not permitted to extend credit to or with regard to whom a buyer relationship may result in penalties against Us or limitations on a creditor's ability to enforce a transaction.

7. Notice of Encumbrances and Location Change. Lessee shall keep the Equipment free of any and all liens and encumbrances except for the interests of Lessor. If a lien or encumbrance is sought against the Equipment or is asserted against the Equipment, Lessee shall immediately give Lessor notice of same. Lessee shall give Lessor notice within 15 days of any change in the principal place of business of Lessee. Lessee shall provide written notice to Lessor, not less than 30 days prior to a contemplated change to its name, jurisdiction of organization, and/or the primary location of the Equipment. Lessee shall under no circumstances remove the Equipment for any purpose outside the state to which it is delivered for lease to the Renter.

8. Inspection of Equipment

Lessor or Lessor's agents may enter upon any premises where the Equipment is located upon 24-hour notice to Lessee to inspect the Equipment or to confirm compliance with any Lease.

9. Software.

We are not responsible for any software or any obligations owed by You to anyone under any license concerning software.

10. Taxes and Government Compliance.

You agree to pay when due all taxes, including but not limited to personal property and use taxes, relating to this Lease and Your lease of the Equipment. You will comply with all rules, regulations, statutes and ordinances of every kind and nature. You will pay all registration and license fees and all other government charges or fees of any nature imposed on the use or possession or lease of the Equipment. You are solely responsible for such compliance.

11. Insurance.

11.1 For the term of any and all Leases (including any supplemental or renewal terms) and/or while Lessee has any obligations to Lessor under a Lease, You agree to obtain, at Your expense, a) "special form" property insurance protecting the Equipment for its full replacement value against loss, damage, destruction, or theft and naming Us as a loss payee on a "Lessor's Loss Payable" endorsement ("Property Insurance"), and b) public liability insurance, with limits not less than \$1,000,000.00 combined single limit for any one occurrence, naming Us as an additional insured ("Liability Insurance") with notice of cancellation. All insurance shall also cover assignee of Lessor.

11.2 You agree to provide Us satisfactory written proof of compliance with the Property and Liability Insurance requirements of section 11.1 immediately at the beginning of each Lease and/or any subsequent request from Us. Proof of Property Insurance shall consist of the ACCORD 28 "Evidence of Commercial Property Insurance" form or its equivalent.

Proof of Liability Insurance shall consist of the ACCORD 25 form or its equivalent.

11.3 Each insurer must agree, by endorsement upon the policy or policies, that it will give Lessor not less than 30 days prior written notice before such policy or policies are cancelled or materially altered; and (i) that first party property damage losses shall be payable solely to Lessor except as otherwise required by law and (ii) that no act or omission of Lessee or any of its officers, agents, employees or representatives, or any other persons shall affect the obligation of the insurer(s) to pay the full amount of any loss.

11.4 Lessee hereby irrevocably authorizes Lessor, in its sole discretion, to make, settle and adjust claims under such policy or policies of physical damage insurance and to endorse the name of Lessee on any check or other item of payment for the proceeds thereof.

11.5 If You fail to provide proof of Property and Liability Insurance, or if Your insurance terminates for any reason without immediate reinstatement, You agree that We may (but are not required to) obtain property and liability insurance from an insurer of Our choosing, in such form and amounts as We deem reasonable to protect Our interests. Such insurance We obtain shall protect the Equipment and Us, but will not name You as an insured. You agree to pay Us a periodic charge for this insurance We obtain ("Insurance Charge") that includes: a) a premium that may be higher than if You maintained insurance separately, b) a finance charge of up to 1.5% per month on any premium advances made by Us or Our agents, and c) related billing and processing fees; each of which may generate a profit to Us and Our agents. The Insurance Charge is in addition to Your Rental Payments to Us. We agree to discontinue billing the Insurance Charge upon receipt of satisfactory proof of insurance from You.

12. Event of Loss.

Without reducing any insurance related obligations, an "Event of Loss" shall mean any of the following: (i) the actual or constructive partial or total damage, theft, loss or destruction of Equipment to an extent that makes repair uneconomical or renders the Equipment permanently unfit for its intended use; or (ii) the condemnation, confiscation, requisition, seizure, forfeiture or other taking of title to or use of such Equipment. **LESSEE SHALL NOTIFY LESSOR IN WRITING WITHIN FIVE (5) DAYS OF THE OCCURRENCE OF AN EVENT OF LOSS. THE OCCURRENCE OF ANY EVENT OF LOSS SHALL NOT REDUCE, ABATE OR IMPAIR ANY OF THE PAYMENT OBLIGATIONS OR LESSEE'S OTHER OBLIGATIONS. LESSEE BEARS ALL RISK OF LOSS.**

13. Repairs.

Upon the occurrence of any damage to any Equipment not constituting an Event of Loss, Lessee, at its cost and expense, will immediately repair and restore such

Equipment to the same condition as existed prior to the date of such occurrence (assuming such Equipment was then in the condition required by this Lease). Provided (and only if) no Event of Default has occurred, upon receipt of evidence reasonably satisfactory to Lessor of completion of such repairs, Lessor will apply any insurance proceeds received on account of such occurrence to the cost of such repairs and restoration.

14. Maintenance.

Lessee shall maintain the Equipment in good operating order and condition, according to reasonable and customary business and professional practices, all at Lessee's sole expense. Lessee shall protect the Equipment from deterioration other than ordinary wear and tear and will not use the Equipment for any purpose other than that for which it was designed. Except as otherwise specifically agreed by Lessor in writing, Lessee shall maintain the Equipment as required and/or recommended by the Supplier, the manufacturer, and any governmental or regulatory authority. Nothing in this paragraph reduces the requirements set forth elsewhere in this Lease. LESSEE

SHALL NOT REPLACE, ALTER, MODIFY OR OTHERWISE SELL, CHANGE OR EXCHANGE THE EQUIPMENT WITHOUT LESSOR'S PRIOR WRITTEN

CONSENT. You acknowledge that We have no obligation for the performance of maintenance related to any maintenance agreement and You shall hold us harmless from any claims related to any maintenance agreement.

15. Upgrade of Equipment.

At any time during the Initial Rental Term, the Lessee may make an application in writing to SilverChef to upgrade the Equipment. SilverChef has absolute discretion in deciding whether or not to agree to an upgrade of the Equipment. If SilverChef approves an application by the Lessee to upgrade the Equipment, the Lessee shall (i) return the Equipment to SilverChef as directed by SilverChef; (ii) enter into a new Rental Contract for the new equipment; (iii) provide to SilverChef any and all information requested by SilverChef to evaluate the requested upgrade; and (iv) take any other actions reasonably requested by SilverChef to facilitate the upgrade of the equipment. Equipment including but not limited to furniture, small wares, custom built equipment and fixtures cannot be upgraded

16. Offer to Purchase

16.1 The Lessee may make an offer to purchase the Equipment from SilverChef at any time, provided that the Lessee is not in default.

16.2 SilverChef may, in its sole and absolute direction, accept or reject any offer from the Lessee to purchase the Equipment.

16.3 Any agreement to and sale by SilverChef and purchase by the Lessee of the Equipment will be contingent on: i) the Lessee purchasing the Equipment on an "as is, where is" basis in whatever state, condition or location it may be at the time of the sale; and ii) to the fullest extent permitted by law, all guarantees, conditions and warranties which might otherwise be implied into the terms of the sale pursuant to this clause by law being excluded.

16.4 The Lessee acknowledges and agrees that, in the event of any purchase of the Equipment

by the Lessee: i) no warranties will be given by SilverChef to the Lessee or any other purchaser of the Equipment, regarding the state, condition or location of the Equipment; and ii) if SilverChef is not in possession of the Equipment at the time of the sale, SilverChef will not be obliged to deliver possession of the Equipment to the Lessee and it will be the Lessee's sole and absolute responsibility to obtain possession of the Equipment.

17. Rental Expiration And 28 Day Month to Month Rental; End of Term Options.

17.1 At the "Rental Expiration Date" (which is the last day of the Initial Rental Term), this Lease automatically converts to a 28 day month to month rental (the "Renewal Term") commencing on the day after the Rental Expiration Date unless: (i) the Lease has been terminated (pursuant to the terms of the Lease) at an earlier date; (ii) the Lessor and Lessee have reached an unambiguous alternative agreement in writing, such as the SilverChef 'Easy-Own' product; (iii) a mandatory provision of law operates to prohibit the conversion in which case the Lease ends at the Rental Expiration Date; (iv) the Equipment is returned the day of the Rental Expiration Date.

17.2 Nothing in this Lease shall oblige the Lessor to accept the conversion to a Renewal Term, but may instead request return of the Equipment. If the Lease is converted to a Renewal Term, the Lessee will continue to rent the Equipment from Lessor at a weekly rent equal to the Weekly Rent (plus all of Lessee's other obligations, representations, and promise) as set forth in this Lease with the Renewal Term automatically extending for consecutive 28-day periods ("Additional Renewals") until terminated by either or both Lessor or Lessee with 28 day's notice of termination of the Renewal Term or Additional Renewal Term.

18. Return Requirements.

18.1 Return Condition of the Equipment

Notwithstanding anything to the contrary in this Lease (except as unambiguously set forth), Lessee shall, at Lessee's sole cost and expense, return all, (not part) of the Equipment to Lessor's designee immediately upon expiration of the initial Lease Term (or at such other time as is specifically provided in the Lease such as upon termination of the Renewal Term or Additional Renewal Term), and with respect to each item of Equipment, as applicable, the following must all be true upon return of the Equipment (as applicable to the Equipment): (i) All safety equipment must be in place and meet applicable federal, state and other governmental standards; (ii) All covers and guards must be in place with no sheet metal, plastic or cowling damage; (iii) All parts, pieces, components and optional equipment must be present, installed and operational; (iv) All accessories and accessions shall be returned in proper order; (v) All motors shall operate smoothly without overheating and shall have good bearings and bushings; (vi) All electronic controls shall operate per manufacturers' specifications; (vii) All electrical systems shall be able to provide electrical output as specified by the manufacturer; (viii) All Equipment must have a generally

clean appearance; (ix) All Equipment must be free from excessive wear necessitating major component repair or replacement; and (x) All Equipment attachments, if any, must be in good operating condition.

18.2 Return Performance of the Equipment Each item of Equipment must be able to operate according to manufacturer's specifications.

18.3 Required Purchase/Stipulated Loss Value If any item of Equipment is damaged or does not meet the standards set forth above for the return condition or for the return performance, or if Lessee fails to discharge Lessee's obligations set forth under this Lease with regard to any item of Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such item of Equipment (unless the Lessor in its sole discretion agrees otherwise in writing). The "Stipulated Loss Value" for Equipment shall be an amount equal to: (i) the total of all Rental Payments and other amounts past due (if any) under the Lease with respect to such Equipment, plus (ii) all future payments due under the Lease with respect to such Equipment discounted at 5%, plus (iii) the greater of the booked residual value of the equipment or the then estimated Fair Market Value of such Equipment as reasonably determined by Lessor as of the end of the Initial Lease Term (assuming no loss or damage, and all maintenance as required herein).

18.4 Security Deposit

The Renter is responsible for the expenses of returning the equipment plus payment of all other monies due under this Lease; and the security deposit is available to SilverChef to be used toward the monies owed to SilverChef, including any expenses associated with the return of the Equipment.

19. Default and Remedies.

19.1 If you do not pay any sum by its due date, or you breach any other term of this Lease or any other agreement with us, then you will be in default of this Lease. If you default, we may require that you pay: 1) all past due amounts under this Lease; and 2) all future amounts owed for the unexpired term. Upon a default, we may also choose to repossess the Equipment. Upon an Event of Default, You are also obligated to immediately turn over to Us any and all Equipment in the same condition originally delivered to You, less reasonable wear and tear, unless specifically waived in writing by Us. If we do not choose to repossess the Equipment, you will also pay to us our booked residual value for the Equipment. We can also use any and all remedies available to us under the UCC or any other law. You agree to pay all the costs and expenses, including attorney's fees and any collection agency costs, we incur in relation to the default and any dispute related to this Lease or the Equipment. You also agree to pay interest on all past due amounts, from the due date until paid, at the lower of

one and one-half (1.5%) percent per month or the highest lawful rate.

19.2 You waive your right to receive presentment for payment, notice of non-payment and demand, notice of default, notice of an event of default, notice of intent to accelerate, notice of an intent to exercise remedies, notice of protest, and notice of dishonor. Our acceptance of a late payment or other performance does not waive Our right to receive timely payments and performance, and does not waive any Event of Default. **TIME IS OF THE ESSENCE IN YOUR PERFORMANCE OF YOUR OBLIGATIONS IN THIS LEASE.**

19.3 Lessee waives rights to possession of all equipment after the occurrence of an event of default and all claims of loss arising from or out of lessor's recovery of the equipment. After the occurrence of an Event of Default, the Lessor may in its sole discretion directly or by its representative, and without notice or liability or legal process, enter upon any premises where any Equipment is located, take possession of or render unusable the same and either store it on said premises without charge or remove the same (any damages occasioned by such taking of possession, storage or removal being hereby waived by Lessee), and the repossession or rendering inoperable of the Equipment shall not terminate any obligation, of any kind or nature, of Lessee to Lessor. Likewise, Lessor may instruct Lessee to assemble and deliver the Equipment to such location and to such person(s) or party(ies) as Lessor reasonably designates and Lessee shall comply with such instructions promptly and in accordance with the return provisions hereof at Lessee's expense, and the repossession or rendering inoperable of the Equipment shall not terminate any obligation of Lessee.

19.4 No delay or failure on Our part in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of any of Our rights, remedies, powers, or privileges. Nothing herein relieves You of any obligations, responsibilities, covenants or representations. You shall pay Us any and all attorney fees and costs We incur as a result of any default by You of any term or condition of this Lease whether or not suit is filed. No remedy of Lessor referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Us at law or in equity, under the Uniform Commercial Code, or otherwise. The exercise or beginning to exercise by Us of any one or more remedies shall not preclude the simultaneous or later exercise by Us of any or all other remedies. No delay or failure on Our part in exercising any right or remedy shall operate as a waiver of any kind under this Lease. We may, at Our discretion, obtain both a money judgment and an order for

repossession simultaneously or separately. The net proceeds from any disposition of Equipment will be applied against all monies to which We are entitled. We are entitled to recover from You all costs We incur in enforcing this Lease, including by way of illustration, court costs, attorney fees, and costs for recovery, storage, transportation and repair of the Equipment. You are also responsible for reimbursing any encumbrancer or owner of real estate for the cost of repair or for any physical injury caused by the removal of any Equipment (including fixtures) from any real property.

19.5 To the maximum extent allowed by law, You waive all defenses you may have against Us in any action We bring against You. All our rights and remedies survive termination or cancellation of this Lease to the maximum extent allowed by law.

19.6 After a judgment is obtained against You, You shall continue to be liable for all attorney fees and costs incurred in collecting on such judgment. In addition to all other rights provided in this Lease, Lessor may exercise any and all common law rights and privileges as well as any and all rights and remedies under the Uniform Commercial Code or as otherwise provided by statute.

20. Indemnification and Hold Harmless. You agree to indemnify, reimburse and hold Us harmless, and defend Us, from any claim, demand, suit, judgment, cause of action, loss, damages, cost and expense, including attorney fees, by reason of Your use, maintenance, operation, condition or possession of the Equipment. You waive all rights to hold Us liable to You or Your employees for injuries or damage to property by reason of any use, maintenance, operation, condition or possession of the Equipment under any legal theory, including but not limited to strict liability in tort. Likewise, if any third party, person or entity, for example, an injured person or another creditor or a unit of government, names Us in a suit, We have the right to charge any and all costs, attorney fees, expenses, and damage awards back to You. At Our request You shall hire attorneys (whom We shall reasonably select) to defend Us and You shall pay for the attorneys. This section survives the termination or cancellation of this Lease.

21. Credit Investigation.

21.1 YOU AUTHORIZE US AND ANY OF OUR POTENTIAL ASSIGNEES TO OBTAIN CREDIT BUREAU REPORTS, BANK AND TRADE REFERENCES, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE APPROPRIATE ON YOU, ANY GUARANTOR, OR ANY SIGNATORY TO THIS LEASE. WE RESERVE THE RIGHT TO SUBMIT THIS LEASE AND ANY RELATED DOCUMENTATION OR

INFORMATION WE OBTAIN, WITHOUT ANY NOTICE, TO ANY POTENTIAL SOURCE OF FINANCING OR TO ANY POTENTIAL ASSIGNEE. In addition to the forgoing,

You hereby acknowledge that You and any Guarantor have authorized Us or any of Our subsidiaries or affiliated companies, funding sources and Our successors, assignees and designees to investigate and share Your creditworthiness and credit capacity in connection with the establishment, maintenance and collection of Your account and to furnish information concerning Your account, including insurance information to credit reporting agencies, Our assignees and others whom may lawfully receive such information.

21.2 You agree to provide Us financial statements and copies of tax returns upon Our request, now or in the future. We may monitor and investigate Your credit and the credit of any guarantor or signatory to this Lease or to any Schedule at any time. These authorizations are intended to be continuous and shall survive the expiration, cancellation and/or termination of this Lease and/or a Lease. We may provide information to credit reporting agencies.

21.3 Lessee shall promptly provide any and all information that Lessor deems necessary to comply with any law or regulation, such as for example, the USA PATRIOT Act.

22. Assignment. You have no right to sell, transfer, assign, or lease the Equipment or any of Your rights under this Lease or under any Lease. We may assign this Lease or any Lease and the related rights (including Our rights in the Equipment) without notice to You, and You hereby consent to such assignment. Additionally, Our assignee may reassign this Lease and any Lease without notice to You. **You agree to sign such documents as any assignee may reasonably request.** Each and every assignee shall have all the rights but none of Our obligations under this Lease. Upon assignment, Your obligations to any assignee shall be absolute, not subject to any abatement, reduction, recoupment, defence, or setoff. Each and every assignee shall be entitled to exercise all rights and remedies of Lessor with respect to all of Your obligations assigned to such assignee, and all references herein to "Lessor" shall include Lessor's assignee (and any subsequent assignee), except that assignee(s) shall not be chargeable with obligations or liabilities of Lessor hereunder. Lessee agrees that in the event of any assignment by Lessor (or an assignee), and upon notice, Lessee shall pay directly to an assignee, without abatement, deduction, or setoff, all amounts due under the assigned Lease.

23. Executed Rental Contract.

Concurrently with the execution of this Lease and concurrently with the execution of related documents, the Lessee shall deliver to Lessor for possession by Lessor fully executed copies of this Lease and all related documents (whenever executed). Said documents are, and will be, the only copy marked "Original". A duplicate of all these documents will be provided to Lessee(s) at the request of Lessee(s). **THE LESSEE SHALL NOT RETAIN OR CONTROL AN "ORIGINAL" OR AUTHORITATIVE COPY OF THIS LEASE EXCEPT AS SPECIFICALLY AGREED TO BY LESSOR IN WRITING.** Likewise, the lessee shall not control an authoritative record or records of electronic chattel paper without the specific unambiguous written agreement of Lessor.

24. Entire Lease, Severability and Execution of this Lease.

This Lease (and specifically related ancillary documents such as a Delivery and Acceptance Receipt) is the entire contract between the parties, and it supersedes all prior oral or written Leases or understandings between the parties except as otherwise expressly set forth in writing. We cannot waive any rights or remedies of any kind or nature except as We may specifically agree in writing signed by Us. No covenant, warranty, representation, or obligation with which You are required to comply under this Lease can be modified or amended except in a writing signed by Us. If any provision of this Lease is unenforceable, then that provision will be disregarded and the remainder of the Lease will remain in full force and effect. This Lease may be signed by the parties with original ink signatures or electronically and in counterparts. Photocopies of signatures, fax copies of signatures, and pdf copies of signatures are deemed original signatures for the purposes of enforcement of this Lease.

25. Title; Additional Assurances; Lessor Owns the Equipment.

Lessee shall have no right, title, or interest in the Equipment except as expressly set forth in the Lease. To protect Lessor's rights in the Equipment in the event the Lease is determined to be a security agreement (despite the intention of the parties), Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment described in the Lease or in any invoices that contain descriptions of the Equipment, and in all attachments, accessions, accessories, proceeds and products thereof, including but not limited to the proceeds of insurance, whether existing now or in the future. Further, Lessor may file any and all UCC Financing Statements or other documents as Lessor deems necessary to protect its interest in the Equipment. Lessee will, at its expense, obtain all titles, registrations, registration plates, permits, and licenses, as well as any and all renewals thereof, required for the lawful ownership, use, and operation of the Equipment. Lessee shall: (i) cause such of the Equipment as is tiltable to be titled with the Lessor or its designee as owner; and (ii) cause all such certificates of title to be promptly furnished to Lessor and all certificates of registration (and, where required by applicable law, a copy of the Lease) to be retained in the units of the Equipment. Lessee shall not place any of the Equipment into operation until same has been properly titled, registered and licensed. The Equipment shall remain personal property even though it may be installed in or attached to real property. Lessee shall keep the Equipment free from all liens and encumbrances, except for those of Lessor, and shall defend Lessor's title to the Equipment at Lessee's expense. Likewise, You shall pay for the removal of any liens and encumbrances. Lessee shall cause the Equipment to be marked with labels, plates or other markings requested by Lessor or required by law. Lessee shall keep the Equipment numbered with the original identification and/or serial numbers and/or VIN numbers intact. Lessee will deliver to Lessor any documents and take such further action as Lessor may request to carry out the intent and purposes of the Lease including, without limitation, lien searches, financing statements, and fixture filings. You shall make all alterations or additions or replacements to the Equipment that are required by the manufacturer or by

law. Otherwise, You will not make any alterations, additions or replacements to the Equipment without Our prior written consent. All alterations, additions and replacements will be part of the Equipment at no cost to Us, and will be considered permanent accessions and permanent attachments to the Equipment unless otherwise agreed by Us in writing.

26. No representations for Financial Statement or Tax Purposes.

LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANY ASSIGNEE THEREOF MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCOUNTING TREATMENT OF THE LEASE OR THE TIMING OF THE ACCRUALS OF THE RENTALS UNDER ANY LEASE FOR FINANCIAL STATEMENT OR TAX PURPOSES. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANY ASSIGNEE THEREOF ACT IN THE CAPACITY OF A FIDUCIARY OF LESSEE; LESSEE HAS OBTAINED OR WILL OBTAIN TAX AND ACCOUNTING ADVICE FROM LESSEE'S OWN PROFESSIONALS. LESSEE IS RESPONSIBLE TO OBTAIN ATTORNEYS OR OTHER APPROPRIATE PROFESSIONALS TO REVIEW THIS LEASE AND EXPLAIN IT.

27. Notices. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail, or deposited in the United States mails addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms.

28. Governing Law and Choice of Forum.

This Lease was accepted and entered into in the State of Washington, and this Lease and all matters and disputes relating to this Lease shall be governed in accordance with the laws of the State of Washington. The application of Washington law to this Lease (including any ancillary documents) is a material and fundamental term of this Lease, and We are relying on Your agreement that Washington law applies in our willingness to enter into this Lease. To the maximum extent allowed by law, Washington law applies regardless of any conflicts of law rules. We may in Our discretion, bring any legal action against You in any state or federal court in Pierce County, Washington. You agree that personal jurisdiction over You exists in Pierce County, Washington. You specifically agree to waive any right to transfer venue, and You understand and agree that such waiver by You is an inducement for Us to enter into this Lease. You agree that You will not sue Us for any claim more than one year after the event on which You base Your claim. (Such limitation does not apply to limit Us.) Further, You agree that in the event there is any dispute relating to or arising in connection with this Lease, You shall not be entitled to indirect, special, punitive or consequential damages in connection with any action arising under or in any way related to this Lease.

29. Miscellaneous.

You agree that We are authorized to correct patently incorrect information in this Lease and in any related documents, and You agree we can fill in terms omitted by

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obvious mistake, or terms to be filled in later. We can correct patently incorrect arithmetic errors, numerical errors, date errors, cost errors, and equipment description errors. We can update numbers as necessary to comply with the terms of this Lease, such as for example, to update tax amounts or government charges; or as another example, for upward adjustments in Rental Payments as provided in this Lease. We have the right to amend or correct the Rental Payment amounts for which You are obligated without Your additional consent. All representations and terms in this Lease in Our favor survive termination and cancellation of this Lease to the maximum extent allowed by law so that We can enforce its rights and remedies, and receive Our reasonable contractual expectations. The Lease sets forth the entire understanding and agreement between the parties and may not be modified except in a writing signed by both parties. The titles to the sections of this Lease shall not be considered in the interpretation of this Lease. If there is more than one Lessee, the obligations of any co-lessee are joint and several. The necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships, limited liability companies and/or individuals, whether male or female, shall in all cases be assumed as though fully expressed. Likewise, plural nouns shall be read as singular and singular nouns as plurals where context requires. The individual(s) executing this Lease on behalf of Lessee personally warrant that they are doing so pursuant to due authorization as required by Lessee's articles, bylaws and/or Lessee's membership, partnership or operating agreement. **LESSEE'S REPRESENTATIONS, WARRANTIES, COVENANTS, AND DUTIES SURVIVE THE CANCELLATION OR TERMINATION OF THIS LEASE TO THE MAXIMUM EXTENT ALLOWED BY LAW.** If any provision of this Lease is invalid or unenforceable in whole or in part, the remainder of the Lease shall not be affected; thus, that invalid or unenforceable provision will be disregarded and the remainder of the Lease will remain in full force and effect. This Lease shall inure to the benefit of and be binding upon the respective successors and assigns of the parties to this Lease, provided, however, that this Lease shall not under any circumstances be binding upon Lessor until accepted by Lessor at its offices which are or are deemed to be in Washington. You agree to sign such documents as Lessor reasonably requests to fulfill any purposes of this Lease or otherwise protect the interests of Lessor. If despite the intention of the parties, this Lease or a related Schedule is determined by a court of competent jurisdiction to be for a loan of monies, it is the express intent of the parties hereto that a Court decision that this Lease is a loan shall not be binding on Lessor as to any other lease or lessee. Likewise, to the extent, if any, a court of competent jurisdiction finds that this Lease contains an interest rate in excess of the rate allowed to be charged, such finding shall not be binding on Lessor as to any other lease or lessee. Any change in any of the terms and conditions of this Agreement must be in writing and signed by Us. We are authorized to make adjustments and revisions in this Lease as specifically provided in this Lease, such as for example, upward adjustments in Rental Payments related to the proportional increase in the actual cost of the Equipment over the Estimated Cost of the Equipment.

Lessee shall execute any additional documents as Lessor requests to fulfill the purposes and intent of this Lease and/or to protect Lessor's interest in the Equipment. We may file this Agreement in any public record.

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30. Jury Waiver.

YOU WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY ON ANY MATTER OR DISPUTE OR DEFAULT ARISING OUT OF THIS LEASE OR RELATED TO THIS LEASE.

This jury waiver applies to any disputes with any assignee. By signing, the signatory represents that he/she has complete authority to sign this Lease and to bind the Lessee, and that all organizational formalities and requirements have been complied with. By signing, You represent and acknowledge that You have read and understand the terms and conditions of this Lease.

31. Additional Security. As security for all payments due and owing by Lessee to Lessor, and in addition to all Lessor's rights under this Lease, Lessee separately and independently hereby grants to Lessor a blanket security interest in all goods, inventory, equipment, accounts, accounts receivable, fixtures, chattel paper, letter of credit rights, and intangible property now existing or hereafter arising, and in all proceeds including insurance proceeds thereof, in which Lessee has an interest (all together, the "Collateral.") Lessor may file any one or more UCC financing statements as Lessor deems appropriate.