

Dishmachine Lease Agreement

TH	IS AGREEMENT is between Ecolab Inc. (("Ecolab"), and PASEO VILLAGE CENTER (Business/Account Name)				
	SEO VILLAGE CENTER Complete Corporate Name)	11611 PASEO GRANDE BLVD.FORTMYERS,FL.33912 (Street Address, City, State)				
(Phone	2398346300 (Fax #)	(Email)				
	livery address (if different from account add					
Ado	dress where Equipment will be located (if n	not account or delivery addresses):				
Ord	der Type: Change of Machine Pri	icing Program: Standard/Tier PO Number:				
	quested Delivery Date: <u>5/2/2014</u>	Contact Name: SCOTT KANERVA Ph Num: 2397775584				
Cor	ntract name: R&M GROUP	Contract Number: 1J047				
		Dishmachine Serial Number: H-5647				
1.	EQUIPMENT. Ecolab will provide:					
	(a) Dishmachine Equipment: Style of Machine: High Town Sine	ala Daalz - Maahina Madal) - ES 2000HT				
	Style of Machine: High Temp Sing Voltage					
	(b) Optional Equipment:					
	Booster: None					
	(c) Parts and Service. Parts and servic	ee to maintain the Equipment in good condition.				
Z .	"Equipment"), Customer agrees to make	leasing to Customer the warewashing and other equipment identified above (the the following payments and purchases:				
	(a) Delivery, Installation & Program Start-up Fee: \$ 0.00 (payable upon Customer signature); and					
	(b) Base Rate: A base lease rate of \$ 134.95 for each monthly service period (payable in advance); and					
	(c) Minimum Product Purchases: Customer also agrees to purchase a monthly minimum of \$ 175.00					
	(the "Monthly Minimum") of Ecolab Institutional chemical products ("Products") from Ecolab or an approved distributor. Neither the start-up fee (if any) nor base lease rate apply towards this requirement. If Customer's average monthly purchases					
		secutive months are less than the Monthly Minimum, Ecolab may charge the customer an				
		charge is equal to the Monthly Minimum (stated above) less the actual purchases of				
	Ecolab products those months the pr	roduct purchases did not meet the Monthly Minimum.				
	(d) The price for the Products and paym	nent terms will be as agreed and stated on each invoice.				
		Customer has read and understood PAYMENT terms Customer Initials				
3.	TERM: This Agreement will continue for	or 1 year(s) beginning on the day the Equipment is delivered (the "Initial Term")				
	and will continue from year-to-year thereafter (each year being a "Renewal Term") unless either party provides the other with at					
	least 60 days written notice prior to the en	nd of the Initial Term or the then-current Renewal Term.				
4.	TERMINATION; EARLY TERMINA	TION DAMAGES. A party may only terminate this Agreement before the end of the				
	Initial Term or a Renewal Term (if any) if the other party has materially breached this Agreement (i.e., failed to meet its					
	obligations under this Agreement) and fails to cure (i.e., correct) that breach within 60 days of receiving written notice. If this					
		efore the end of the then-current term (except if Customer terminates pursuant to this				
		reement) Customer must promptly pay to Ecolab an amount equal to (i) the sum of the nultiplied by (ii) the lesser of 3 or the number of months remaining in the then-current				
		ermination. Customer and Ecolab agree that this is equal to or less than the reasonable				
		ab for the early termination of this Agreement.				
	Customer has read and understood TE	ERMINATION and EARLY TERMINATION damages terms Customer Initials				
	Remit 60 day notice to earlyleasecancels(\widehat{w} ecolab.com or fax 651-204-3592				

5. NOTICE OF CHANGES. The prices under this Agreement will remain in effect for a minimum of one year. Thereafter, Ecolab may increase the base lease rate and any additional charges and extended service prices at any time upon notice to Customer. In the event of a price increase, Customer may terminate this Agreement by giving 60 days' written notice to Ecolab. To be effective, notice must be received by Ecolab within 30 days after the price increase takes effect. Where applicable, Customer must pay any sales tax and any personal property taxes levied upon the Equipment.

- 6. LOSS AND DAMAGE. Customer is responsible for any loss, damage, theft, or destruction of the Equipment while on Customer premises and beyond Ecolab's control. In addition, Customer is responsible for any damage or destruction caused by the removal of the Equipment by another person or entity other than Ecolab.
- 7. **DELIVERY**. Delivery will be at Customer's request or as soon thereafter as is practicable. Customer must provide plumbing and electrical hookups and any and all required governmental permits. Customer will provide all utilities (including, without limitation, electricity, 140 degree F hot water and maintain water hardness no higher than 8 grains per gallon) necessary to operate the Equipment.
- 8. **DEFAULT**. Customer will be in default under this Agreement if Customer fails to comply with any terms of this Agreement (time being of the essence), if the Equipment is moved, substantially damaged or encumbered, Customer dies, is dissolved or becomes insolvent, or any action for the benefit of creditors is taken with respect to Customer. Upon default, Customer's rights under this Agreement will, at the option of Ecolab and without notice to Customer, be terminated (but Customer's outstanding obligations under this Agreement will survive any termination) and Ecolab will have the right to take immediate possession of the Equipment and to exercise any other remedies available to it in law or in equity. If Customer fails to surrender the Equipment within 30 days from the effective date of termination, Ecolab will invoice Customer for the fair market value of the Equipment and any other outstanding payments due to Ecolab. Customer must pay all reasonable costs incurred by Ecolab, including, without limitation, collection costs and reasonable attorneys' fees, to collect any amounts due Ecolab, or to enforce any Ecolab right, under this Agreement.
- 9. OWNERSHIP. The Equipment (including but not limited to dispensing equipment) will at all times be the sole and exclusive property of Ecolab. Customer will have no right of ownership of such property, but only the right to use the Equipment subject to this Agreement. The Equipment will remain personal property and not become a fixture of any building. Customer will not remove the Equipment without prior written approval of Ecolab. Customer agrees that Ecolab may file and the Customer will execute documentation as Ecolab deems necessary to evidence Ecolab's ownership. Upon termination of this Agreement, Customer must return the Equipment in as good a condition as when received, reasonable wear and tear excepted. Customer may not change, alter, or repair the Equipment, or use any detergents or sanitizers in the operation of the Equipment except those provided by Ecolab or approved by Ecolab in writing. Upon termination of this Agreement or upon Customer default, Ecolab may enter Customer's premises for removal of the Equipment.
- 10. GENERAL. Customer is solely liable for all claims including, but not limited to, Workers' Compensation claims, resulting from the operation or use of the Equipment or work thereon by Customer's employees or agents. Customer may not assign this Agreement without Ecolab's prior written consent. This Agreement will be binding upon each of the parties hereto and their representative heirs, successors, and assigns. Ecolab will not be liable for consequential or any other damages which may result from any cause beyond the reasonable control of Ecolab including, but not limited to, acts of God or government, supply or labor shortages, or transportation delays.

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT OF THE PARTIES. THIS AGREEMENT MAY NOT BE MODIFIED EXCEPT BY A WRITTEN AMENDMENT SIGNED BY BOTH PARTIES

Owner:		Ecolab Assoc: JOHN	NHUMBERT
Print Owner Name: Authorized Signature Owner Name:	116174	Employee # 3 Account No. 19914	+123 4623
Customer Authorized Date:		Typed Date	
or Office Use Only - Phase II Lease Agreement This Agreement will not be binding upon Ecolab Inc. unless and until i	t is countersigned below by a proper official at Eco	olab's offices in Eagan, Minnesota	Rev. 3/5/2013
Accepted:	Title:	Date:	