



**HALE AND HEARTY SOUPS, INC.
ASSET AGREEMENT**

The Parties to the Agreement are:

The Company: Hale and Hearty Soups, LLC. (H&H), with corporate offices at 90 Broad St., Suite 1201., NY, NY 10004, Fax 212-255-3052; and

The Customer: _____, with corporate offices at _____, Fax: _____

Request Date: _____

Distributor supplying Products to Customer: _____

Assets Requested (list all EQ or POS):

Program Commitment:

Company will loan agreed upon assets to Customer for if Customer abides by the terms and conditions set forth herein. All assets shall remain the property of Company in perpetuity.

Depletions

Customer will authorize and require distributors, subject to appropriate confidential agreements, to furnish Company with monthly reports of each Product that Customer purchases during the prior month to support the use of loaned assets.

Equipment and Point-Of Sale (POS)

Company shall make available branded (for front of house) or non-branded (for back of house) equipment for loan provided Customer is in good standing and compliant with the terms and conditions set forth herein. All Company branded merchandise including but not limited to soup warmers (Bain Maries), kettles, posters, menu boards, soup indicator cards (SIC), etc. is to be used exclusively for the serving and promotion of Company soups. No changes or manual adjustments may be performed on any Company provided assets. All equipment and printed materials shall remain the sole property of Company always in perpetuity.

Equipment may be made available on loan for locations that achieve the following minimum weekly volume thresholds.

- Double Warmer = 15 bulk cases per week
- Single Warmer or Kettle = 8 bulk cases per week

POS may be made available to promote the sale of the Company soups if they are the only soups being offered and that no alterations have been made to the recipes upon receipt. Company may remove equipment and POS if criteria is not being followed including but not limited to Customer's use of Hale & Hearty marks to promote homemade or competitive soups, Customer changing the recipe in any manner, etc.

Termination

Either party may terminate this Agreement if the other party fails to comply with a material term or condition of the Agreement and does not remedy the failure within thirty (30) days after receiving written notice thereof specifying the default. Upon termination, Customer agrees to return all Company assets in good working order and condition or be invoiced for missing or broken items.

Indemnification

Each party agrees to indemnify, defend and hold the other harmless from and against all claims, demands, actions, liabilities, damages, costs, losses and expenses including, without limitation, reasonable attorneys' fees and other costs of litigation which the other may incur, suffer or be required to pay due to (1) any breach of its obligations, assurances or guarantees under this Agreement, or (2) any negligent or wrongful act or omission. The indemnification outlined in this paragraph shall survive the termination or expiration of this Agreement. Notwithstanding anything set forth herein, in no event shall either party be liable for, and each of them specifically waives any right to recover from the other, hereunder or at law or equity, any indirect, special, incidental or consequential damages, including without limitation, any damages related to lost profit, economic loss, loss of goodwill, damage to reputation, lost sales, lost margin, economic hardship, or damage to trade relations or relationships however caused.



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No Use of Company's Name or Marks

Each party agrees that it shall have no right to, or interest in, any service mark or trademark of the other party or any of its affiliates and no party shall, in any manner, use such words or marks, in the promotion of its business, without the other party's prior written consent.

Compliance with Laws and Regulations

Each party shall comply with all applicable federal, state and local employment and other laws, government regulations and orders.

Governing Law

This Agreement shall be construed and interpreted per the law of the State of New York, excluding the conflict-of-law principles thereof. Any action regarding this Agreement or its enforcement shall, unless the designated courts deny jurisdiction, be subject to the exclusive jurisdiction of the courts of the State of New York, New York County, and of the United States having jurisdiction in the State of New York, New York County.

Assignment

Either party may transfer this Agreement to any successor to all or substantially all of its business and assets provided the transferor assumes all of the transferee's obligations under this Agreement. Any transfer of this Agreement will not release the transferor of its obligations under this Agreement.

Waiver

No waiver of any right or remedy in respect to any occurrence or event on one occasion will be deemed a waiver of such right or remedy in respect of such an occurrence or event on any other occasion. Any waiver must be in writing signed by party charged with the waiver.

Agreements

This Agreement contains the entire agreement of the parties and cancels all prior agreements, oral or written, related to the subject matter hereof. This Agreement may not be modified except by an instrument in writing executed by both parties. This Agreement shall remain enforceable regardless if the signing parties change during the term.

Severability

Any provision of this Agreement which is prohibited by or unlawful or unenforceable under any applicable law of any jurisdiction will be ineffective as to such jurisdiction without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived, to the end that this Agreement be deemed to be a valid and binding Agreement enforceable in accordance with its terms.

AUTHORIZED USE PERMISSION:

Usage of this Hale and Hearty branded food warmer is limited to pre-approved Hale and Hearty Soups foodservice operators to use in conjunction with Hale and Hearty Soups only. The Hale and Hearty branded food warmer may not be transferred to use in any other location or business, even if operated by the same proprietor, without prior authorization and consent by Hale and Hearty Soups.

If at any point during the length of the relationship between Hale and Hearty Soups and you, the undersigned, it is determined that the branded food warmer is being improperly used or operated in such a way which is not in compliance with the above outlined agreement, Hale and Hearty reserves the right to expeditiously remove the unit from your food service establishment without any prior notice.

Hale and Hearty Soups is not responsible for any loss or claim of special or consequential damages arising from the use of the product.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and pledge in good faith to have the authority to enter into as to the date first set forth above.

HALE AND HEARTY SOUPS, LLC.

CUSTOMER: _____

BY:

BY:

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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OPERATION INSTRUCTIONS:

- 1) Fill warmer food wells **with at least 10 quarts** of fresh hot tap water before turning on.
- 2) Switch to **ON**, by turning the temperature dial clockwise to the desired setting. (The amber light will turn on to indicate the unit is working)
- 3) Set thermostat to **HI** (1 full turn clockwise) and begin pre-heating the warmer water for 20 minutes.
- 4) Place adapter plate on the unit with soup pan or bain-marie insets in position.
- 5) Pour soup into inset pans. **Note:** Soup must be in liquid state and never frozen.
- 6) **Heat soup to 165°F within a 1.5 - 2-hour period. (Remember to frequently stir soup gently with a clean spoon to ensure even heating and minimize burning)**
- 7) **Once soups have reached the “safe” temperature of 165°F hold for at least 15 seconds, then reduce heat to setting 3 or 4 (or yellow zone on thermostat) and hold at 155°F for serving.**
Important soups must never be served below **145°F** to avoid bacteria contamination, or above **165°F**. Soups must be held at **155°F** and cannot exceed this temperature to avoid over cooking or product breakdown.

OPERATING TIPS:

- 1) The warmer food wells must have enough water in it before turning the unit on (see #1 Operation Instructions).
- 2) **Continually check water levels throughout the day as water will evaporate if temperature is kept at too high a temperature (over 155°F).**
 - a) ***Important*** the food warmer will quickly burn out if the water level is not properly maintained.
 - b) Food wells may discolor (turn brown) if allowed to run dry or to boil down.
- 3) **Do not** lift, move or carry the warmer when operating.
- 4) **Do not** move the unit while it contains food or water.
- 5) Always unplug warmer when not in use for risk of burning it out or setting fire.
- 6) Turn **OFF**, by turning the temperature dial counter-clockwise to the 0 setting.

CLEANING INSTRUCTIONS: - *Important* the food wells must be cleaned after every use.

- 1) Switch **OFF** the power and disconnect from the source. (Warmer must be switched off and unplugged while cleaning, maintaining, or moving.)
- 2) Allow the warmer to cool down, then empty the water basin, and wash clean.
- 3) Remove soup pans or bain-maries and lids and clean thoroughly with soft plastic scouring pad, sponge or cloth.
- 4) Clean outside of food warmer by wiping down with a warm damp cloth. (**Do not** immerse the warmer in water or use hose to clean.)
- 5) Wipe clean food wells with soft cloth to dry.

CLEANING TIPS:

Use warm soapy water for cleaning. Harsh cleaning agents may cause damage when used for a prolonged period on stainless steel.

Food spillage, calcium build-up and chlorides from water must be removed. A small amount of cream of tartar added to the water in food wells before each use will minimize calcium build-up and aid in cleaning.

NEVER use chlorinated cleaners or other harsh caustic cleaners on warmer. These cleaners can cause food wells to rust, pit and corrode.

NEVER use steel wool scouring pads. The steel wool can be impregnated into the stainless steel and cause rusting or pitting.



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Hale and Hearty Soup Warmer Specifications

Cook & Hold Soup Kettle

Model Number: 1024107 (Black) / 1024108 (Stainless)

Electrical Specs: 120 Volt, 800 Watts, 6.6 Amps



***Branding optional**

Glenray® Premium

- Black powder coat or stainless steel shell
- 10.5 qt. (9.9 L) capacity
- 120 volt, 60 Hz, 800 watt, 6.6 amp
- 14-3/4 in. (37.47 cm) high, 13-5/16 in. (33.81 cm) dia., 11-1/2 lb. (5.2 kg)
- Improved interior insulation helps maintain product temperatures and improves performance and efficiency
- Includes stainless steel food insert, stainless steel hinged lid, stainless steel ladle and 24 product cards
- Adjustable temperature control settings up to 205° F
- Power cord length of 60"
- Rethermalizes refrigerated product at 35° F to 160° F in approximately 42 minutes
- Cooler exterior surfaces
- NSF listed for rethermalization
- 1-year warranty
- Value: \$213

Minimum Weekly Case Volume: 8 cases of bulk soup



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Hale and Hearty Soup Warmer Specifications

Single Bain Marie

Model Number: HH17M

Electrical Specs: 120 Volt, 700 Watts, 5.83 Amps



SINGLE BAIN MARIE

Single well food warmer with menu board topper.

17.5”L x 14.25”W x 31”H

Electrical Specs: 120V, 700 Watts,
5.83 Amps

Value: \$415

Unit height with menu board: 20.00”

Unit height without menu board: 9.00”

Unit width: 17.50”

Unit depth: 14.00”

Minimum Weekly Case Volume: 8 cases of bulk soup



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Hale and Hearty Soup Warmer Specifications

Double Bain Marie

Model Number: HH27M

Electrical Specs: 120 Volts, 900 Watts, 7.5 Amps



DOUBLE BAIN MARIE

Double well food warmer with menu board topper. Can use two units to create 4-well (with separated menu board toppers)

22.5”L x 14.25”W x 31”H

Electrical Specs: 120V, 900 Watts, 7.5 Amps

Value: \$500

Unit height with menu board: 30.75”

Unit height without menu board: 12.25”

Unit width: 26.50”

Unit depth: 14.50”

Minimum Weekly Case Volume: 15 cases of bulk soup