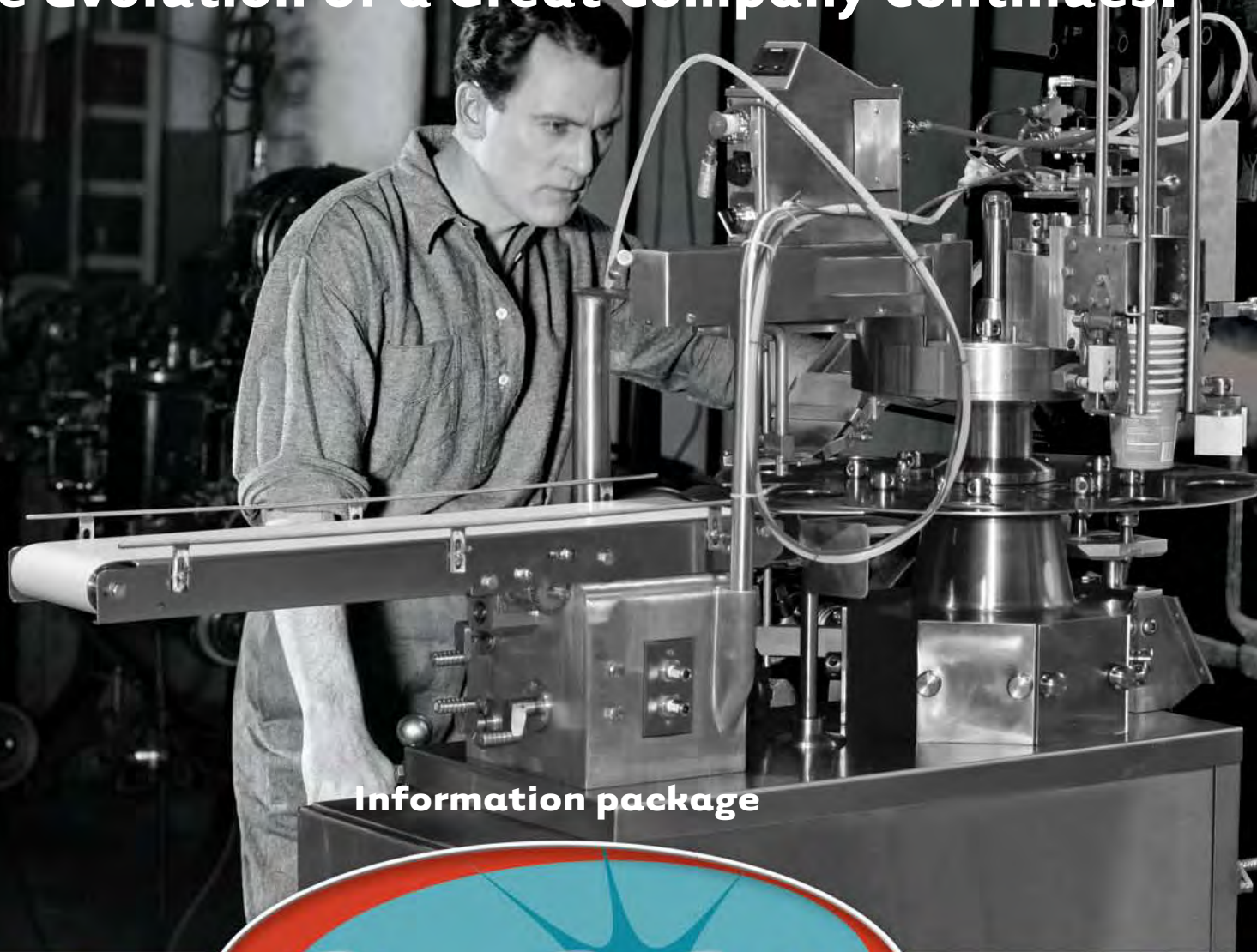


The Evolution of a Great Company Continues.



Information package



Ice Cream Filling Equipment

Our line of Flex E Fill™ equipment has long been the unmatched industry standard and is recognized across North America as the workhorse of the filling room. Our Flex-E-Fill team of professionals is here to provide you with the parts, service and attachments that you need to keep your production lines running smoothly.

Packaging Perfection for over 60 Years.



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Flex E Fill™

Features & Benefits

- Small foot print – it doesn't take up much space
- Portable – it can be moved easily onto or off of the production floor
- Quick and easy to change from size to size (attachments)
- Simple mechanical and electrical components
- Dedicated parts and service department
- Field service technicians located strategically across North America
- Easy to operate
- Durable and reliable
- Wash down construction
- Lidding can be accomplished either by elevator lidder, spin rod lidder, pick and place or shuttle
- Present applications range from 3 ounce to 64 ounce round and scround sizes

The Flex-ε-Fill™ filling system is known for its versatility and simplicity, the rotary filler handles both round and non-round containers.

Technical Information

- Electrical 240 Volts 3 phase @ 7 amps
- Air 10 cfm @ 80 psi
- Dimensions: 40 X 67 X 60
- Weight 950 pounds
- Designed to work with continuous freezer
- Spin rod lidder – 120 Volts @ 8 amps
- Elevator lidder – 120 Volts @ 8 amps
- Machine speed – 20 to 120 cups per minute depending on size and product.

Give us a call to discuss your filling equipment needs.



Stanpac supplies ice cream packaging to dairies throughout the United States, Canada and many locations world wide.

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FILLING EQUIPMENT PROGRAM

GENERAL INFORMATION

IMPORTANT INFORMATION ABOUT STANPAC'S Flex-E-Fill™ PROGRAM:

- The equipment will be shipped from Stanpac, Inc. (Smithville, Ontario) to the customer's destination. The freight charges will be billed to the customer with the first lease charge. Freight quotes are available upon request.
 - A \$600 crating charge will be added to the first bill. This is fully refundable upon return of the crate to Stanpac at the customer's expense (customer pays return freight on crate).
 - Minimum term of lease is 1 year.
 - Lease charges will commence 1st day of the month following delivery.
 - Installation and training will be provided by one of Stanpac's service technicians.
 - Lead-time for Flex-E-Fill™ machines is approximately 8 weeks from order.
- If you would like to place an order for Flex-E-Fill™ equipment, please contact your sales-representative.

TO ORDER PARTS OR TO SCHEDULE SERVICE, PLEASE CONTACT:

EVELYN MADILL

Flex-E-Fill™ PARTS AND SERVICE COORDINATOR

TEL: (905) 957-3326 EXT. 2249

evelynm@stanpacnet.com

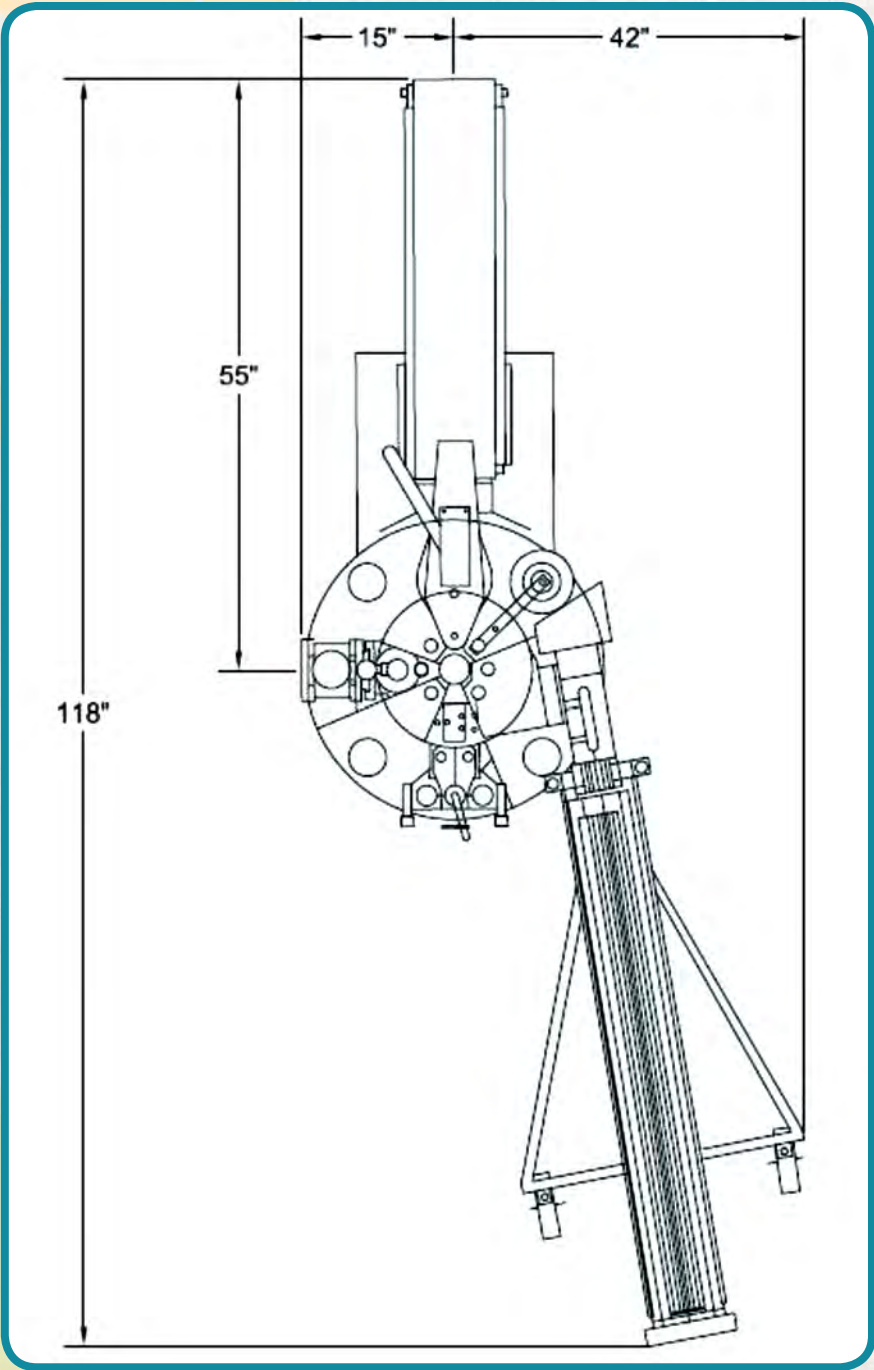


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FOOTPRINT (WITH LID SPINNER)

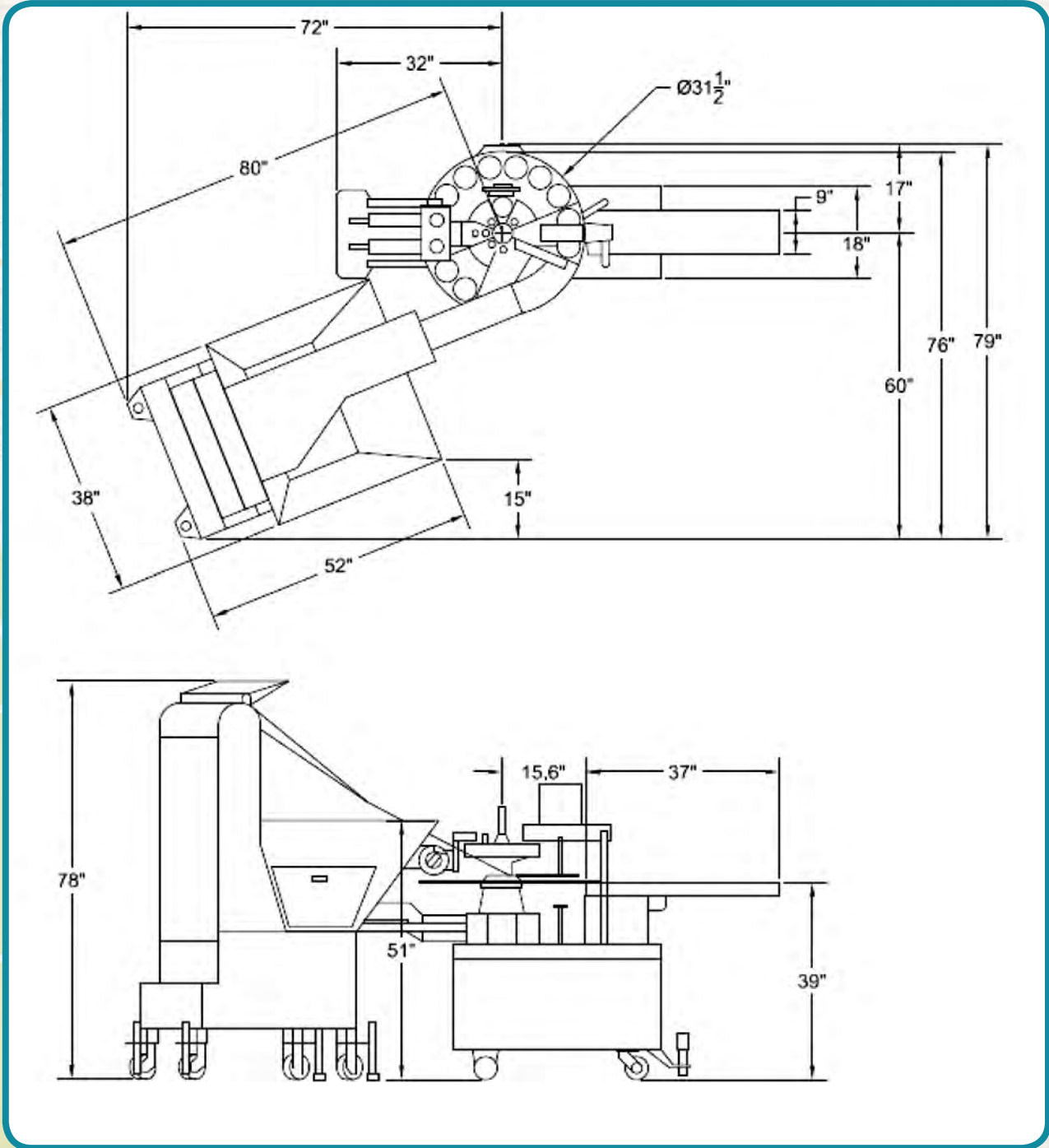


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FOOTPRINT (WITH LID ELEVATOR)



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EQUIPMENT LEASE

STANPAC INC. and XXXXXX

Effective as of XXX (hereinafter the "Lease")

1. Stanpac, Inc. ("Lessor") leases to XXXXXX ("Lessee") the equipment ("Equipment"). The Equipment, which is in good physical condition as of the date of this Lease, and the rent amounts for the equipment ("Rent") are described in Schedule A. The Rent is subject to change by Lessor. Lessee agrees to pay all taxes related to the Equipment.
2. Lessor is the owner of the Equipment and is authorized to the lease of the Equipment. Lessee shall at all times identify the Lessor as the owner and provide Lessor free access to the Equipment upon reasonable notice or immediately, in case of emergency.
3. Lessee shall permit only trained employees to use the Equipment and shall comply with all laws governing the operation and maintenance of the Equipment. Lessee shall not modify or relocate the Equipment without Lessor's written consent.
4. Lessee shall not use the Equipment for any other use than to fill packaging purchased from the Lessor. Lessee shall not use the Equipment for any other purpose without the express written consent of the Lessor.
5. Lessee shall keep the Equipment in good operating condition and shall provide regular maintenance for the Equipment as described in service manual. Lessee shall only purchase replacement parts and services required for maintenance of the Equipment from the Lessor. Lessor shall provide service to the Equipment as described in Schedule B.
6. Either party may terminate this Lease upon thirty (30) days' notice. Lessor may terminate this Lease immediately upon the occurrence of one of the following events of default:
 - a) Lessee's failure to pay Rent when due;
 - b) Lessee's failure to observe any term or condition of this Lease;
 - c) discontinuance or sale of Lessee's business; or
 - d) Lessee's insolvency or assignment of its assets for the benefit of its creditors.
7. Upon the occurrence of an event of default, Lessor may, in addition to the above, exercise any one or more of the following additional and non-exclusive remedies:
 - a) recover from Lessee any amounts incurred under this Lease;
 - b) restore damaged/modified Equipment to its original condition at Lessee's expense;
 - c) take possession of any portion or all of the Equipment; and
 - d) terminate any other Leases between Lessor to Lessee.
8. Lessee shall ship the Equipment prepaid to the Lessor's facility within 10 days of termination.
9. If the Equipment is not returned in good operating condition, is damaged or is lost, Lessee shall reimburse Lessor for any cost of repairing, restoring or replacing the Equipment.

DRAFT

10. Lessee shall maintain necessary and appropriate types of insurance that a prudent and reasonable person in the same situation as the Lessee would maintain, naming the Lessor as an additional insured. Proceeds from any loss to the Equipment shall be payable directly to Lessor.
11. Lessor is not liable for any claims for damages (indirect, special, incidental, consequential or otherwise, including without limitation lost profits), whether arising in tort, contract or otherwise. With respect to other liabilities, the Lessor is not liable for more than the amounts paid by Lessee to Lessor pursuant to this Lease.
12. Lessee shall indemnify and save harmless Lessor and all parties related thereto from and against all liabilities, obligations, losses, damages, death or injury to any person, claims, demands, penalties, actions, costs and expenses of whatever kind and nature, in contract, tort or otherwise, arising out of or in any way connected with or caused by the use of the Equipment, regardless of when, how and by whom operated, or any failure on the part of Lessee to perform or comply with any conditions of this Lease.
13. Lessor makes no representation or warranty of any kind, express or implied, with respect to the design, operation or condition of the Equipment, or any part thereof, including, but not limited to, any warranty of merchantability, fitness for a particular purpose, with respect to patent infringement or otherwise.
14. Lessee shall not assign this Lease without Lessor's prior written consent, which consent shall not be unreasonably withheld.
15. This Lease shall not be amended except in writing and no waiver by Lessor of any of Lessee's covenants or any breach hereof shall be effective unless made in writing.
16. This Lease shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
17. In the event that any provision of this Lease is deemed as a matter of law to be unenforceable or null or void, such provision shall be deemed severable from this Lease and this Lease shall continue in full force and effect as if said provision were not contained herein.

DRAFT

Dated as of the _____ day of _____, _____.

STANPAC INC.

XXXXXXXX

Per: _____ Per: _____

Name: _____ Name: _____

I have authority to bind the Corporation.

I have authority to bind the Corporation.



EQUIPMENT LEASE

SCHEDULE A

LESSEE

Company:
 Address:
 City, State:
 Zip/Postal Code:
 Tax ID#:

EQUIPMENT LOCATION (if different than above):

Company:
 Address:
 City, State:
 Zip/Postal Code:
 Tax ID#:

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EQUIPMENT:

- Flex-E-Fill™ Machine
 Serial Number:
 Pint Attachment
 Monthly Rental Charge: \$ _____
 Stipulated Loss Valve: \$ _____

- XXX Attachment
 Monthly Rental Charge: \$ _____
 Stipulated Loss Value: \$ _____

- Rents are due in advance, on or before the first day of each calendar month.

EQUIPMENT LEASE

SCHEDULE B

LESSEE:

Company:
Address:
City, State:
Zip/Postal Code:
Tax ID#:

EQUIPMENT LOCATION (if different than above):

Company:
Address:
City, State:
Zip/Postal Code:
Tax ID#:

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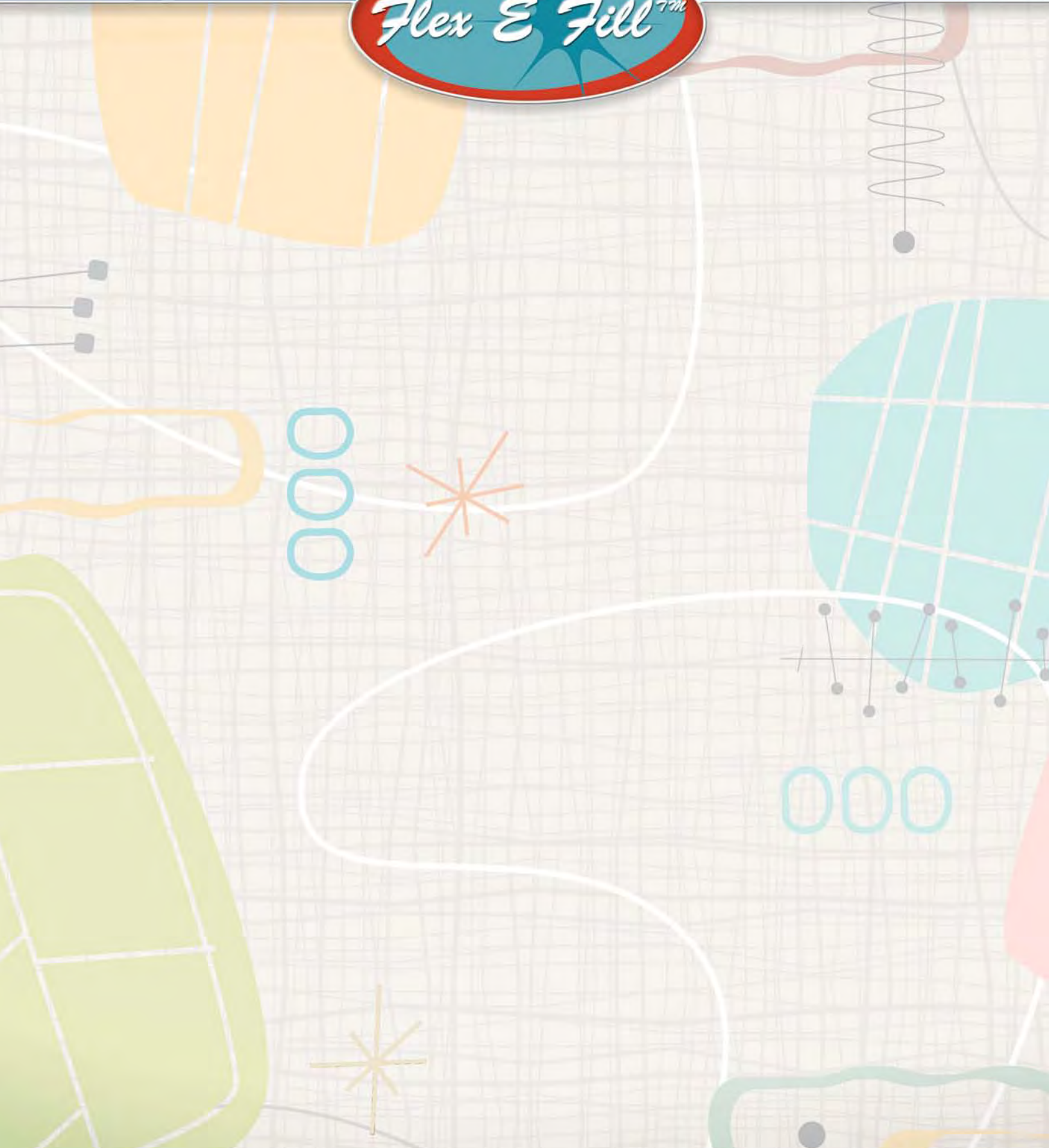
SERVICE VISITS:

- Each Leased Flex-E-Fill™ will receive ____ service visits per calendar year.
- Additional visits will be charged based on the following:
- \$_____ per hour for travel and in-plant time.
- Expenses including but not limited to airfare and/or mileage and lodging.

PARTS:

Lessee will be billed for parts, FOB Stanpac.

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A dark blue rectangular box with a thin white border. Inside, the text "Good people" is in a white sans-serif font, "WHO MAKE" is in a smaller white sans-serif font, "Great" is in a large, white, cursive script font, and "PACKAGING" is in a small white sans-serif font. At the bottom, the "STANPAC" logo is displayed in white, with a stylized underline.

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