

CSC SERVICEWORKS^A
LAUNDRY LEASE AGREEMENT

LESSEE: CSC ServiceWorks, Inc.

**LESSOR: Golden Arrow Condominium Association,
Inc.**

Address: 3701 Flamingo Rd Miramar, FL 33023

Address: 299 SW 7th Street Boca Raton, FL 33432

Execution Date: 03/12/2019

In consideration of the mutual covenants, duties and obligations set forth in this Laundry Lease Agreement (the "Agreement"), Lessor and Lessee hereby agree as follows:

1. Lessor warrants and represents that Lessor is the owner, or authorized agent of the owner, of a certain property named Golden Arrow Condominium located at 299 SW 7th Street Boca Raton, FL 33432 containing 40 units (the "Premises"). Lessor does hereby rent to the Lessee that part of the Premises, as set forth in the attached **Schedule A** (the "Leased Premises"). Lessee shall have exclusive use and possession of the Leased Premises to install, operate and maintain therein the pay-per-use laundry equipment also set forth in the attached **Schedule A** (the "Equipment").
2. Lessor warrants and represents that 0 units are plumbed with their own washer or dryer connections. During the Term as defined herein, Lessee shall also have the exclusive right to lease any additional laundry space which Lessor designates within the Premises including, without limitation, any expansion of the Leased Premises, upon the same terms and conditions as set forth in this Lease.
3. The term of this Lease (the "Original Term") shall be for a period of Three (3) years beginning 03/29/2019 or the date of installation of the Equipment, whichever is later (/ /) (the "Commencement Date"). Lessor and Lessee agree the Original Term shall be automatically extended for successive additional terms of **one year** (each an "Extended Term"), upon the same terms and conditions as herein contained unless Lessor or Lessee provides written notice by certified mail, return receipt requested, of its election not to extend the lease, and such notice is received by the other party at least sixty days prior to the expiration of the Original Term, or Extended Term as applicable. The Original Term and the Extended Term collectively are hereinafter referred to as the "Term".
4. Notwithstanding Section 3 above, Lessee is committed to providing its clients with a best-in-class experience by providing equipment and service-levels which reflect that commitment. If, within one (1) year of the Commencement Date of this agreement, Lessor reasonably believes that Lessee has not met this commitment, Lessor agrees to give notice of such to Lessee, in accordance with the notice provisions of this Agreement (Section J). If, within thirty (30) days thereafter, Lessee has not made a reasonable improvement in response to Lessor's expressed concerns, Lessor shall have the right to immediately terminate this Agreement. In the event of a termination of this Agreement under this provision, Lessor agrees to immediately repay Lessee any sign-on bonuses or advanced payments, of any kind, made by Lessee, on a pro-rata basis.
5. Lessee agrees to pay Lessor as rent (the "Rent") from the income of the Equipment monthly, in arrears, having first deducted the cost of any refunds, the base rent set forth below. Lessee shall deduct from the base rent due hereunder the cost of smart cards, credit/debit card fees, expenses attributable to vandalism on the Equipment, voice and data charges, all applicable fees and/or taxes, including, but not limited to, administrative fees, sales, use, excise, personal property or real estate taxes payable by Lessee in connection with the use and possession of the Leased Premises and the operation of the Equipment. Base rent shall be an amount equal to: 50% of net revenue for each installed machine.
6. Lessor agrees that Lessee shall have the right to determine the quantity and type of Equipment on the Leased Premises, and the dates and times of collection. Lessor agrees that Lessee shall determine the vend price for the Equipment in its sole discretion predicated on Lessee's proprietary vend management system. The parties agree that pricing shall be based on fair market value and shall increase or decrease throughout the Term in order to be consistent with other pricing in similar demographic and area as the Leased Premises.
7. Lessor hereby warrants and represents that the signatories to this Lease have full power and authority to enter into this Lease. Lessor and its representatives or agents further warrant and represent that there is no other lease, license, or other instrument granting to another party the same or similar right in and to the Leased Premises or the Premises.

8. Lessee shall insure against liability for bodily injury or property damage caused by Lessee up to an amount of not less than \$10 million. Lessee shall name Lessor as an additional insured under such policy for injuries or damages due to Lessee's negligence occurring in the Leased Premises and shall furnish a certificate of insurance evidencing such coverage upon request by Lessor. Notwithstanding the foregoing, Lessee shall not be responsible for injury or damage caused by a breach of this Lease by Lessor.

9. This Lease, in all respects, shall be construed as a lease for real property and not a license. This Lease shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto, including, but not limited to, a successor as a result of the sale or conversion of the Premises to any other owner or form of ownership including condominiums. Lessor also covenants that in the event the Premises is sold or transferred, it shall be a condition of any such sale or transfer that the prospective purchaser or transferee take an express assignment of the Lease at the time of transfer of deed and be bound by all of its terms and conditions. Failure of the Lessor to secure said assignment shall, at Lessee's option, constitute a breach of the Lease and shall not serve to relieve Lessor or the purchaser or transferee of any of the obligations under the Lease which shall continue for the remainder of the Term.

10. Lessee and Lessor may enter into a notice or memorandum of Lease in recordable form. Lessee may record same at the appropriate registry. Lessor further agrees that Lessee may post notice labels on its machines in the laundry room(s).

11. This Lease shall be construed according to the laws of the state in which the Premises are located. If any provision of this Lease shall, for any reason, be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision. Lessor and Lessee agree that any court of record in the county in which the Premises are located or corresponding United States District Court shall have jurisdiction with respect to any proceedings arising under this Lease.

12. Any terms and conditions set forth in any duly signed addendum or schedule are expressly incorporated by reference. Each party represents that it understands and agrees to the terms and conditions of this Lease.

GENERAL TERMS AND CONDITIONS OF LEASE

- A. Subject to reasonable security measures, Lessee and residents of the Premises shall have access to the Leased Premises at all times. If the Leased Premises are kept locked, Lessee is to be furnished with keys and/or entry code(s), as necessary, sufficient to provide access thereto, and to ensure Lessee's ingress, egress or use of the Leased Premises.
- B. Title to the Equipment shall remain with Lessee at all times. Lessor shall not move or remove, disconnect, or tamper with the Equipment for any reason whatsoever unless expressly authorized by Lessee. If Lessee's business is interrupted as a result of Lessor's acts or omissions, then Lessee may extend the current Term of the Lease for a period of time equal to the period of such interruption by written notice to Lessor.
- C. Lessor is responsible for the following related to the Leased Premises:
 - a. Cleaning the Leased Premises, including windows, and maintaining same in good condition and repair and ensuring that the Premises comply with all state, county or municipal building and safety codes including fire safety codes;
 - b. Providing electricity, plumbing, hot and cold water, gas, sewage disposal, drainage, and all other utilities required for the proper and safe use of the Equipment as well as cleaning and maintaining the dryer vent system that is external to the laundry room.
 - c. If required to operate the Equipment, providing internet access including installation and operating costs associated with the internet connection as well as 110v power outlet.
 - d. Promptly notifying Lessee in the event that the Equipment ceases to operate in a normal manner.
- D. Lessee is responsible for the following services to the Lessor and related Equipment and Leased Premises:
 - a. Providing password protected on-line access to Lessor's account information and a Web-based system for requesting a service call directly to Lessee's designated service technician.
 - b. Cleaning and maintaining, on an as-needed basis, flexible and rigid venting from the back of the dryers to the interior wall and ceiling surfaces.
 - c. Servicing the Equipment on a regular basis and maintaining same in good operating condition. Responding to service calls placed via Lessee's toll free service number, CSC ServiceRequest APP, or online service website in two (2) business days.
- E. Lessor warrants that the Leased Premises have adequate utilities, floor drainage, and proper venting, and that there are no building code violations that will adversely affect Lessee's ability to install, operate or maintain its Equipment at the Leased Premises.
- F. If, at any time during the Term, Lessor grants permission to individual units to install laundry equipment, or provides laundry hookups for the installation of laundry equipment, unless such machines are placed on the Premises pursuant to an agreement with

Lessee, Lessee shall be entitled to (1) reduce the Rent by a proportionate amount and receive a pro-rata refund (directly related to the percentage of units affected) for all initial expenses (including prepaid rent and renovation allowances) incurred by Lessee in excess of the capital cost of the Equipment, or (2) at the sole option of Lessee, terminate this Lease and recover damages for material breach of the Lease. Lessor shall provide Lessee with true and accurate information regarding the number of in-unit hook-ups of laundry equipment. For the use of any in-unit laundry equipment, Lessor shall pay a monthly rental fee not less than the amount of the then current market rate as determined by Lessee in its reasonable discretion.

- G. If, in the reasonable discretion of the Lessee, service to the Equipment becomes excessive as a result of Lessor's or any user's misuse of the Equipment, unwarranted requests for service, interruption in the supply of any utilities, or vandalism to the Equipment or the Leased Premises, Lessee may, in addition to any other remedies available to Lessee, terminate this Lease and remove all of the Equipment and all obligations of Lessee under this Lease shall cease.
- H. If at any time after the Commencement Date the occupancy rate of the units in the Premises becomes less than eighty percent (80%), or in any three (3) consecutive month period the Equipment usage does not exceed an average of three (3) cycles per machine per day, Lessee shall be entitled to: (1) pay Rent on a quarterly basis; (2) reduce the amount of Equipment; and/or (3) remove the Equipment and terminate the Lease with 30 days' notice. Lessor shall provide Lessee with true and accurate information regarding the occupancy rate of the Premises.
- I. Either party may terminate this Lease and recover damages, including but not limited to incidental and consequential damages if: a) The other party commits any material breach of this Lease which is not capable of being remedied; or b) The other party commits a breach of this Lease which is capable of being remedied and fails to remedy the breach within 30 days after receipt of written notice of the default or within such longer period as may be specified in the notice of default. The prevailing party shall be entitled to recover all costs and reasonable attorney's fees incurred to enforce the Lease.
- J. Any notices concerning the Lease shall be sent by certified mail, return receipt requested, or via recognized overnight mail service with delivery tracking receipt, to the address shown on the first page of this Lease, or such other address as specified by the parties in writing. Notice shall be effective upon receipt.
- K. Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the Leased Premises free from any eviction or interference by Lessor, provided Lessee pays the Rent and otherwise performs its obligations.
- L. Lessor is responsible for security, including maintenance and repair of all doors, gates, hinges, frames, and door strikes. Lessor is responsible for any claims of personal injury or property damage arising from lack of appropriate security. Lessee shall repair or replace vandalized Equipment as needed and invoice Lessor, with the right to set off against any Rent due hereunder. Lessor shall pay Lessee's invoice within ten (10) days of receipt.
- M. A failure to exercise any right or remedy hereunder shall not operate as a waiver thereof. The rights, and remedies, herein provided are cumulative and not exclusive of any rights or remedies provided by law or in equity.
- N. Lessor and Lessee expressly agree this Lease contains the entire agreement between the Lessor and Lessee and supersedes all prior or contemporaneous oral or written agreements, and may not be modified, except as provided for herein, unless said modification is contained in a writing signed by the Lessor and Lessee.

AUTHORIZED SIGNATURES

Executed as a sealed instrument as of the date first appearing above.

LESSEE: CSC ServiceWorks, Inc.

By: [Signature]
Authorized Agent/Sales Representative

Date: 4/5/2019

Witness: [Signature]

Witness: [Signature]

LESSOR: Golden Arrow Condominium Association, Inc.

By: [Signature]
Authorized Agent

Date: 4-5-19

Witness: [Signature]

Witness: [Signature]

Schedule A

1. Leased Premises Description

Location Name	Address	Room Name
Laundry Room 1		Room 1 - <u>299</u> Bldg
Laundry Room 2		Room 2 - <u>290</u> Bldg

2. Equipment Detail

Room Name	Quantity	Equipment Description
Room 1	1	ESD Value Adder Card Reload Station
	2	SpeedQueen or Maytag Top Load Washers
	2	SpeedQueen or Maytag Electric Dryers
Room 2	2	SpeedQueen or Maytag Top Load Washers
	2	SpeedQueen or Maytag Electric Dryers

3. Other (accessories, renovations, etc.):

CSC will issue 45 smart cards ahead of installation of the equipment to the Association for distribution (1 per unit). Each card will come pre-loaded with \$3.00 value.

Virtual new:

condos@spectrym.net


LESSEE (Sales Representative) 4/5/19 Date


LESSOR 4/5/19 Date

PRO-RATA ADDENDUM

This Addendum ("Addendum") is attached to and made part of the Lease Agreement by and between Golden Arrow Condominium Association, Inc ("Lessor") and CSC ServiceWorks, Inc. ("Lessee") dated 3-12-2019 for the property located at 299 SW 7th Street Boca Raton, FL 33432 ("Lease Agreement").

Lessee shall make a one-time payment to Lessor in the amount of \$800.00 ("Allowance") within 30 days of installation completion. In the event that the Lease Agreement is terminated by Lessor prior to the expiration of its term, Lessor warrants that the unearned pro rata share of the Allowance will be refunded to Lessee within ten (10) days following termination of the Lease Agreement. The term of this Addendum is 36 months. The monthly value of this Addendum is \$22.22 for pro rata determination. Lessee's acceptance of the pro rata refund shall not preclude further exercise of other rights and remedies to which it is entitled under the Lease Agreement. The Allowance is paid for the Original Term only and does not renew with the Lease Agreement.

Lessee and Lessor shall comply with all other terms and conditions of the Lease Agreement which are to remain in full force and effect, and not be modified, altered, or amended in any manner by this Addendum except as expressly set forth herein.

In the event of any conflict between the provisions of the Lease Agreement and the provisions of this Addendum, this Addendum shall govern in all respects.

LESSOR: Golden Arrow Condominium
Association, Inc.

BY:

SIGNATURE, AUTHORIZED AGENT

LESSEE:

CSC ServiceWorks, Inc.

NAME:

SIGNATURE, AUTHORIZED AGENT

DATE:

4-5-19

DATE:

4-5-19

NAME:

PRINT NAME, AUTHORIZED AGENT

NAME:

Kelli Bodinizzo

PRINT NAME, AUTHORIZED AGENT