

Hearing Date: 10/25/2021 10:00 AM - 10:00 AM
Courtroom Number:
Location:

CHAMBERS COPY

FILED
10/12/2021 10:25 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2019CH07319

15176418

Group Exhibit 2

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

LAUNDRY ROOM LEASE AGREEMENT

LESSEE: CSC ServiceWorks, Inc.
 Address: 3280 Green Pointe Parkway Norcross, GA
 30092

LESSOR [REDACTED]
 Address: [REDACTED] GA 30265

Execution Date: 3/15/2017

In consideration of the mutual covenants, duties and obligations set forth herein, 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 [REDACTED] GA 30265 containing 72 apartment or condominium 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 following pay-per-use laundry equipment (the "Equipment"):

Quantity	Make	Description	Model
1.00	SPEED QUEEN	SQ washer FL Quantum coin drop 120/60/1~ front control	SFNNCASP113TW01
1.00	SPEED QUEEN	SQ dryer Quantum coin drop electric 240/60/1~ front control	SDENCAGS173TW01
2.00	SPEEDQUEEN	SQ washer TL Quantum coin drop 120/60/1~	SWNNC2SP113TW02
2.00	SPEEDQUEEN	SQ dryer Quantum coin drop electric 240/60/1~ rear control	SDENCRGS173TW02

Lessor warrants and represents that 72 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.

2. The term of this Lease (the "Original Term") shall be for a period of Ten (10) years beginning 04/28/17 or the date of installation of the Equipment, whichever is later (the "Commencement Date").

3. Lessee agrees to pay Lessor as rent (the "Rent") from the income of the Equipment, Monthly, in arrears, having first deducted the cost of smart cards, credit/debit card fees, refunds, expenses attributable to vandalism on the Equipment, voice and data charges, all applicable fees and/or taxes, including, but not limited to, 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, an amount equal to: 0% up to \$30 per machine per month, then 80% over, paid Monthly. The base amount per machine per day shall be adjusted annually to reflect increases or decreases in the Consumer Price Index (CPI) of the Bureau of Labor Statistics of the United States Department of Labor- seasonally adjusted for U.S. average.

4. Lessor agrees that Lessee shall have the right to determine the quantity and type of Equipment on the Leased Premises, the dates and times of collection, and the price of each machine cycle.

5. 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.

6. 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.

7. 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. Original Lessor also covenants that in the event the Premises is sold or transferred, it will act in good faith to have this Lease assigned to the Purchaser and for the Purchaser to accept such an assignment of this Lease, and should such an assignment take place, the Lessor shall have no further liability to the Lessee. However, if an assignment of this Lease is not agreed upon between the Lessee and the purchaser, then and in any such event,

FILED DATE: 10/12/2021 10:25 PM 2019CH07319



this Lease may be terminated by the Original Lessor with a written notice of no less than thirty (30) days and upon said termination neither party shall have any further liability to the other pursuant to the terms hereof.

8. 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).

9. This Lease shall be construed according to the laws of the state in which the Premises are located. If any provision of this Agreement 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 Agreement.

10. 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.
- 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, 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, when requested, with true and accurate information regarding the number of in-unit hook-ups of laundry equipment.
- 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 terminate this Lease and remove all of the Equipment and all obligations of Lessee under this Agreement shall cease.
- H. Either party may terminate this Agreement and recover damages, including but not limited to incidental and consequential damages if: a) The other party commits any material breach of this Agreement which is not capable of being remedied; or b) The other party commits a breach of this Agreement which is capable of being remedied and fails to remedy the breach within 30 days after receipt

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

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.

- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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

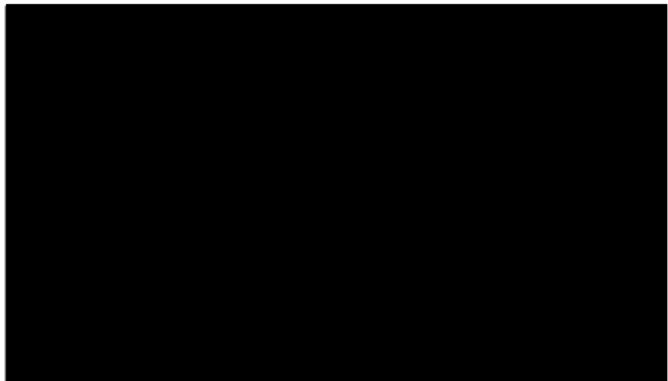
Executed as a sealed instrument as of the date first appearing above.

LESSEE: CSC ServiceWorks, Inc.

By: *Ad He*
Authorized Agent/Sales Representative

Date: 3/17/17

Witness: *Mindy S. Almon*



FILED DATE: 10/12/2021 10:25 PM 2019CH07319



Schedule A

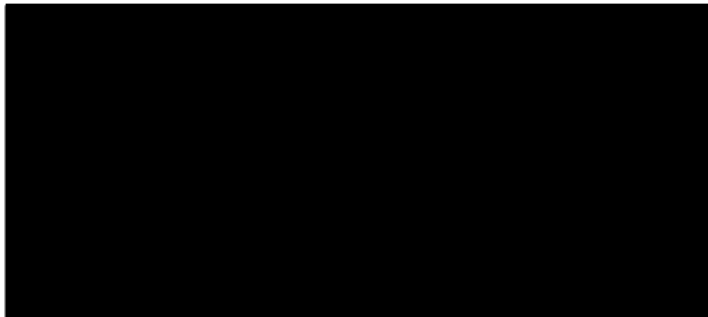
1. Leased Premises Description

Location Name	Address	Room Name
[REDACTED]		

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

3. Vend Price Increase Schedule:

Vend Year	Top Load Washers	Front Load Washers	Dryers
1	1.50	1.50	1.50
2	1.50	1.50	1.50
3	1.50	1.50	1.50
4	1.50	1.50	1.50
5	1.75	1.75	1.75
6	1.75	1.75	1.75
7	1.75	1.75	1.75
8	1.75	1.75	1.75
9	2.00	2.00	2.00
10	2.00	2.00	2.00



ML

3/1/11

LESSEE (Sales Representative)

Date

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

LAUNDRY ROOM LEASE

10-21-20870

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

Building Address: _____

Execution Date: August 14, 1997 Commencement Date: August 24, 1997

No. of Bldgs: _____ No. of Apts: 27 Approx. Area of Premises in Sq. Ft: 176'

Lessee: MACKE LAUNDRY SERVICE, L.P. Lessor: _____

Address: 32910 ALVARADO-NILES ROAD, SUITE 150 Address: _____

UNION CITY, CA 94587

Rental: FIFTY PERCENT (50%) OF THE MONTHLY LAUNDRY REVENUE.

DECORATION ALLOWANCE: \$2,550.00

In Consideration of the Mutual Covenants and Conditions Stated Below, the Lessor and Lessee Agree as Follows:

- LEASE OF LAUNDRY ROOM(S):** Lessor leases to Lessee what is commonly known as the "laundry room(s)" and/or "laundry area(s)" (hereafter sometimes referred to as "the laundry room") being a specific room(s) or area(s) designated by Lessor and known to the parties on the premises described above in "Building Address," contiguous to plumbing and electrical fixtures, for the purpose of installing, operating, servicing and repairing coin operated and/or pay for use washers, dryers and other equipment. A further description, photograph, or drawing of the laundry room(s) may be attached hereto at any time.
- OPERATION OF EQUIPMENT:** Lessee shall service and maintain the laundry equipment at its sole expense, except for such damages or repairs caused by Lessor, its agents or employees. Any claim by Lessor of inadequate service must be made by Certified or Registered Mail, addressed to Lessee, returned receipt requested. Lessee shall then have a reasonable opportunity thereafter (not less than 72 hours from the receipt of such notice) to repair or replace any machines not in working order. Lessee shall determine selection of laundry room equipment and all charges for the use thereof.
- ACCESS TO LAUNDRY ROOM(S):** Lessee shall have exclusive use, control and possession of the laundry room. Tenants of the Building shall have free and unobstructed access to the laundry room for the purpose of using the facilities. Lessee grants unto Lessor a revocable license for Lessor to enter the premises and to provide janitorial and housekeeping services for the laundry room including, but not limited to, lint removal from dryers, traps, and vent pipes.
- RENTAL:** As payment to the Lessor for the rental of the laundry room, Lessee shall pay to Lessor at the above address or at such address designated by Lessor and after the deductions set forth below, if any, the rent stated above shall be paid Quarterly, or if requested by Lessor in writing, Monthly, having first deducted therefrom any refunds paid to occupants of the Building and/or any Federal, State or Local fees, taxes or any other applicable charges. Any monies deposited in equipment installed by Lessee shall be the property of Lessee and shall be removed and collected by Lessee at such times or intervals which Lessee in its sole discretion deems advisable.
- EXCLUSIVE LAUNDRY EQUIPMENT:** Lessor represents that there is no other laundry equipment presently in the laundry room and that there is no other lease presently in effect or other lease which will be in force or effect upon commencement of this Lease in connection with the operation of any metered or nonmetered laundry equipment in the Building for use by Tenants. Lessor shall not during the term of the Lease or any renewal thereof, install, use or permit any other person, tenant, firm or business to install or use any laundry equipment anywhere in the Building, except as may be provided herein. If Lessor desires to lease the laundry room at the expiration of this Lease and any renewal hereof or at any time up to one year thereafter to any other person or entity for the purpose of operating coin operated and/or pay for use laundry equipment, then Lessee shall be granted the right to meet any bona fide, sincere offer for such an actual and/or proposed lease. Lessee shall have thirty (30) days from the receipt of an executed copy of such a lease by Certified or Registered Mail, return receipt requested, to exercise its first right of refusal.
- UTILITIES:** Lessee may connect its laundry equipment to and through electric, water, gas, sewer lines and ventilation in the Building. Lessor shall provide all such utilities for Lessee's use and at no charge to Lessee. Lessor shall maintain all such utilities in good working order for the proper operation and maintenance of the laundry equipment.
- CONDITION OF THE PREMISES:** Lessor warrants that at the time of installation there will be no building code violation(s) which adversely affects the ability of Lessee to install, operate or maintain its laundry equipment and that the premises shall have adequate utilities and lighting, including venting, ventilation and floor drainage. Lessor shall be responsible for and hold Lessee harmless from any damage or injury to any person or property arising from any defect in the laundry room or laundry room premises, the failure of Lessor to keep the laundry room or laundry room premises in good repair and the failure of Lessor to provide adequate drainage for the laundry equipment. Should the laundry equipment be damaged due to any of the foregoing, Lessee may charge against the rent due to Lessor amounts paid by Lessee to repair or replace the damaged equipment.
- SECURITY:** Lessor shall be responsible for and hold Lessee harmless from any damage or injury to any person or property arising from the failure of Lessor to provide adequate security for the laundry room and Lessee's equipment therein. Lessee shall have the option to terminate this Lease upon written notice to Lessor if: (a) Lessor fails to provide adequate security and Lessee's equipment is burglarized or vandalized; or (b) theft, vandalism or attempted theft at the premises becomes so excessive as to substantially affect Lessee's ability to perform under this Lease. If Lessee elects to terminate, Lessor shall refund to Lessee the pro rata portion of any advanced rentals, construction allowances, leasehold improvements, or other advances paid by Lessee.
- TITLE TO EQUIPMENT:** Title to all laundry equipment and any fixtures, wiring, plumbing, ducts and accessories supplied or installed by Lessee shall at all times remain in and be held by Lessee and Lessor shall have no right to subject Lessee's personal property to any encumbrances. Lessee shall have the sole right to repair, remove and disconnect Lessee's laundry equipment, other than personal property or fixtures located in the leased premises.
- INSURANCE:** Lessee agrees to procure liability insurance coverage in the amount of \$16,000,000.00 insuring against risks of personal injuries or property damage out of use or operation of Lessee's equipment, but Lessee shall not be responsible for any loss or damage caused by a breach of Lessor thereunder.
- TERM:** This Lease shall expire in 7 years from the commencement date. Notwithstanding the foregoing, this Lease shall automatically renew for successive terms of equal duration to the original term unless Lessee gives written notice to Lessor of its intention not to renew by Certified or Registered Mail, return receipt requested, at least sixty days prior to the expiration of the original or any successive term. At the expiration of the first successive term or any successive term thereafter, this Lease shall continue to automatically renew for additional successive terms of equal duration to that of the original term unless either party gives written notice of its intention not to renew by Certified or Registered Mail, return receipt requested, at least sixty days prior to the expiration of any successive term. Should installation of Lessee's laundry equipment not be accomplished by the Commencement date stated above, the term of this Lease shall be measured from the date of the last installation of laundry equipment.
- AUTHORITY TO EXECUTE:** Each party hereto warrants that it has the authority to execute this Lease and perform the functions herein. Lessor represents and warrants that it is a party with authority to enter in this Lease according to the terms hereof, buyer in possession with authority to contract, or duly authorized managing agent of the Building and that it has good right and lawful authority to execute this Lease. Lessee represents and warrants that it is the owner, beneficiary, agent or authorized operator of a laundry equipment/room business.
- SUCCESSORS:** It is the parties' intent that this Lease is a lease of real property in the above described premises. This Lease is assignable and shall be binding and shall inure to the benefit of the Lessor and Lessee and their respective successors and assigns including, but not limited to, any future owners, beneficiaries, grantees, parties in interest or lessor of the Building; it being the intention of the parties that the interest granted to Lessee herein shall run with the land and Building. Lessor represents that upon transfer of the Building, Lessor shall notify transferee of the Lease. Failure of Lessor to so notify the Lessor's successor in title or interest shall not serve to relieve any successor of Lessor of its obligations hereunder. If the property is sold or management is changed subsequent to a written notice of termination but prior to the end of the relative term, then said notice shall be null and void and deemed rescinded.
- ENTIRE AGREEMENT:** This Lease represents the entire agreement between the parties and this Lease may not be amended, altered or modified unless in writing duly executed by both parties. All of the material and information as above and hereinafter stated as may be typed, written or printed at or before the execution is part and parcel of this Lease. Both parties reserve the right to insert correct legal description. This Lease or a Memorandum of Lease may be recorded by either party, the costs of which shall be assessed to the recording party. The provisions of this Lease shall be severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions. In the event of any litigation or arbitration between Lessor and Lessee or their successors or assigns regarding this Lease or regarding possession of the premises, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to all other relief.
- GOVERNING LAW:** This Lease shall be governed by the laws of the State where the demised premises are located or as otherwise may be specifically provided for herein.

Lessee: MACKE LAUNDRY SERVICE, L.P.

By: [Signature]

Title: AUTHORIZED AGENT
147q

DISK AUG 22 1997



**Laundry
Lease Packet
LAUNDRY ROOM LEASE AGREEMENT**

LESSEE: CSC ServiceWorks, Inc.
Address: 13315 Carowinds Blvd. Charlotte, NC
28273

LESSOR: [REDACTED] WV
Address: [REDACTED]
24701

Execution Date: 02/01/2017

In consideration of the mutual covenants, duties and obligations set forth herein, 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 [REDACTED] Wv 24701 containing 4 apartment or condominium 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 following pay-per-use laundry equipment (the "Equipment"):

<u>Quantity</u>	<u>Make</u>	<u>Description</u>	<u>Model</u>
1.00	SPEEDQUEEN	SQ washer TL Quantum coin drop 120/60/1~	SWNNC2SP113TW02
1.00	SPEED QUEEN	SQ dryer Quantum coin drop electric 240/60/1~ front control	SDENCAGS173TW01

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.

2. The term of this Lease (the "Original Term") shall be for a period of Ten (10) years beginning 04/14/2017 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 equal duration as the Original Term (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 six months, but not more than one year, 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". After any automatic renewal the Lessor can request replacement of all single load washers and dryers, to be replaced with new machines. If Lessee declines to replace machines the Lessor may cancel the agreement with 30 days written notice.

3. 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 revenue, paid Monthly. Notwithstanding the above, Lessee shall be entitled to earn as minimum compensation an amount equal to \$.84 for each installed machine for each calendar day of the applicable year. Lessee may deduct from Rent otherwise due, or invoice Lessor for the deficit, if necessary to attain said minimum compensation. Lessor shall pay Lessee's invoice within ten (10) days of receipt. The minimum compensation amount per machine per day shall be adjusted periodically to reflect increases in the Consumer Price Index (CPI) of the Bureau of Labor Statistics of the United States Department of Labor- seasonally adjusted for U.S. average.

4. Lessor agrees that Lessee shall have the right to determine the quantity and type of Equipment on the Leased Premises, the dates and times of collection, and the price of each machine cycle.

5. 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.

6. 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

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

request by Lessor. Notwithstanding the foregoing, Lessee shall not be responsible for injury or damage caused by a breach of this Lease by Lessor.

7. 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.

8. 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).

9. 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.

10. 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.
- 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

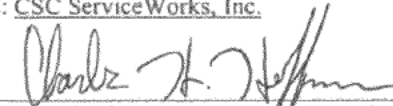
an agreement with Lessee, Lessee shall be entitled to (1) reduce the Rent by a proportionate amount and receive a pro-rata refund (directly related to the percentage of units affected) for all initial expenses (including prepaid rent and renovation allowances) incurred by Lessee in excess of the capital 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.

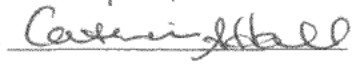
AUTHORIZED SIGNATURES

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

LESSEE: CSC ServiceWorks, Inc.

By: 
Authorized Agent/Sales Representative

Date: 2/27/17

Witness: 



FILED DATE: 10/12/2021 10:25 PM 2019CH07319



Schedule A

1. Leased Premises Description

Location Name

Address

Room Name

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

Vend Increase Schedule:

Vend Year	Top Load Washer	Front load Washer	Dryer
1	\$1.75	\$1.75	\$1.50
2	\$1.75	\$1.75	\$1.50
3	\$1.75	\$1.75	\$1.50
4	\$1.75	\$1.75	\$1.75
5	\$1.75	\$1.75	\$1.75
6	\$1.75	\$1.75	\$1.75
7	\$1.75	\$1.75	\$1.75
8	\$2.00	\$2.00	\$1.75
9	\$2.00	\$2.00	\$1.75
10	\$2.00	\$2.00	\$1.75

Charles J. Hoffman 2/27/17

LESSEE (Sales Representative)

Date



FILED DATE: 10/12/2021 10:25 PM 2019CH07319

LAUNDRY SPACE LEASE AGREEMENT

CHAMBERS COPY

This lease is between CSC ServiceWorks, Inc., a Delaware corporation, with its principal office at 22122 1st Ave., West Lynnwood, WA 98036 hereinafter called Lessee, and [REDACTED] WA 98057, hereinafter called Lessor. In consideration of the mutual covenants hereinafter contained, and the duties and obligations set forth, the parties agree as follows:

- 1.) The Lessor hereby leases to the Lessee the exclusive use and possession of those certain areas, spaces and or rooms being the laundry facilities of the Lessor's premises located at [REDACTED] WA 98499-3318 (hereinafter "Leased Premises")
- 2.) The Lessee agrees to install at the Leased Premises the following pay-per-use laundry equipment; 4 washers and 4 dryers. (hereinafter "Equipment"). The Lessee agrees to service and keep the Equipment in good repair at its own cost and expense. Vending prices shall be determined by Lessee. Title to the Equipment will remain with the Lessee at all times. Lessor agrees that Lessee shall have the right of quiet enjoyment of the Leased Premises, including unobstructed access and egress to the Leased Premises at all times.
- 3.) The Lessor shall not move or remove, disconnect or tamper with the Equipment for any reason whatsoever and Lessor further agrees that it will not permit any other pay-per-use or free laundry machines for the use of its tenants on the premises whether the same be owned and operated by the Lessor or others, unless such machines are placed on the Leased Premises pursuant to an agreement with Lessee. The Lessor will promptly report any machine malfunction to the Lessee.
- 4.) The Lessor shall, at its own expense, clean the common areas of the Leased Premises and maintain same in good condition and repair. Lessor shall provide to the Lessee, and bear the expense of, electricity, plumbing, water, gas, sewage disposal, drainage, and all other utilities required for the proper and safe use of the Equipment. The Lessor shall be responsible for ensuring that the Leased Premises comply with all state, county or municipal building and safety codes including fire safety codes.
- 5.) Lessee agrees to pay Lessor as rent from the income of the Equipment, in arrears, having first deducted the cost of any refunds, rent of 0% up to \$30 per machine per month, then 90% over, paid Monthly. Lessee shall deduct from rent otherwise due hereunder any sales, use, or property taxes and/or license and occupancy fees, associated with the possession of the Leased Premises and any vandalism, operational and administrative fees associated with the use of the Equipment.
- 6.) This lease is for a term of Ten (10) years from the date hereof and shall not be amended except upon mutual written consent of the parties. The described lease term for later constructed sections or phases of the premises shall commence on completion of such construction. This lease shall be automatically renewed for successive month-to-month terms unless either party notifies the other by certified mail, return receipt requested, of its intent to terminate. All terms and conditions of this lease shall apply to the renewed terms of this lease.
- 7.) This lease shall be binding upon and inure to the benefit of the heirs, assigns, personal representatives and successors of the parties hereto. If any litigation results in connection with this lease, the prevailing party shall be entitled to reasonable attorney's fees and costs from the other party.
- 8.) This lease is entered into by Lessor through its duly authorized agent or owner with full knowledge of the contents hereof and acquiescence thereto by the owner of the Leased Premises.
- 9.) Lessor is responsible for all security and maintenance of the Leased Premises. Lessor is responsible for any claims of personal injury or property damage arising from lack of appropriate security. Lessor is responsible for any theft or vandalism of the Equipment, including consequential damages and lost revenue to Lessee. Lessee shall repair/replace such stolen/vandalized Equipment as needed and invoice Lessor, with the right to set off against future rent due. Lessor shall pay Lessee's invoice within ten (10) days of receipt. In the event that vandalism becomes excessive 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 remove the Equipment with thirty days' notice.
- 10.) Lessor represents and warrants that there is no other lease license or agreement in effect covering the premises and will defend Lessee against all claims to the contrary.

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

ACCEPTED: Date: 4-24-17

LESSOR:
By: [REDACTED]

LESSEE: CSC ServiceWorks, Inc.
By: [Signature]
Area Sales Manager
[Signature] Witness
[Signature] Witness

LAUNDRY ROOM LEASE AGREEMENT

LESSEE: CSC ServiceWorks, Inc.
Address: 55 Madison Circle Drive
East Rutherford, NJ 07073

LESSOR: [Redacted]
Address: [Redacted] NJ 07002

Execution Date: 4/6/17

In consideration of the mutual covenants, duties and obligations set forth herein, 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 [Redacted] NJ 07002 containing 24 apartment or condominium 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 following pay-per-use laundry equipment (the "Equipment"):

Table with 4 columns: Quantity, Make, Description, Model. Rows include: One (1) ESD Cash-to-Card Value Transfer Machine 11-117-012; Three (3) Speed Queen Single-Load Electric Dryers SDENYAGS173TW01; Three (3) Speed Queen High-Efficiency Front-Load Washers SFNNYASP113TW01

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.

2. The term of this Lease (the "Original Term") shall be for a period of Eight (8) years beginning on the date of installation of the Equipment, (the "Commencement Date"). Lessor and Lessee agree the Original Term shall be automatically extended for successive additional terms of one month duration (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 thirty (30) 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".

3. 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 revenue, paid Monthly. Notwithstanding the above, Lessee shall be entitled to earn as minimum compensation an amount equal to \$1.64 for each installed machine for each calendar day of the applicable year. Lessee may deduct from Rent otherwise due, or invoice Lessor for the deficit, if necessary to attain said minimum compensation. Lessor shall pay Lessee's invoice within ten (10) days of receipt. The minimum compensation amount per machine per day shall be adjusted periodically to reflect increases in the Consumer Price Index (CPI) of the Bureau of Labor Statistics of the United States Department of Labor- seasonally adjusted for U.S. average.

4. Lessor agrees that Lessee shall have the right to determine the quantity and type of Equipment on the Leased Premises, the dates and times of collection, and the price of each machine cycle.

5. 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.

6. 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

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

request by Lessor. Notwithstanding the foregoing, Lessee shall not be responsible for injury or damage caused by a breach of this Lease by Lessor.

7. 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.

8. 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).

9. 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.

10. 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.
- 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.
- 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.~~

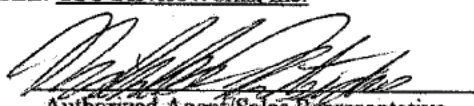
- G. If, in the reasonable discretion of the Lessee, service to the Equipment becomes excessive as a result of Lessor's or any user's misuse of the Equipment, unwarranted requests for service, interruption in the supply of any utilities, or vandalism to the Equipment or the Leased Premises, Lessee may, 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.

LESSOR: 

By: 
Authorized Agent/Sales Representative

By: 

Date: 9/16/17

Date: 

Witness: _____

Witness: 

D. H. CB

LAUNDRY ROOM LEASE AGREEMENT

LESSEE: CSC ServiceWorks, Inc.

LESSOR:

Address: 1216 Northgate Business Parkway
Madison, TN 37115

Address:

TN 37205-3710

Execution Date: 02/21/2017

In consideration of the mutual covenants, duties and obligations set forth herein, 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 [REDACTED] located at [REDACTED] TN 37205-3710 containing 63 apartment or condominium 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 following pay-per-use laundry equipment (the "Equipment"):

Quantity	Make	Description	Model
9.00	SPEEDQUEEN	SQ washer TL Quantum coin drop 120/60/1~	SWNNC2SP113TW02
9.00	SPEEDQUEEN	SQ dryer Quantum coin drop electric 240/60/1~ rear control	SDENCRGS173TW02

Lessor warrants and represents that 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.

2. The term of this Lease (the "Original Term") shall be for a period of Five (5) years beginning 04/28/2017 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 month duration (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 thirty (30) 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".

3. 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: 90% of revenue, paid Monthly, Notwithstanding the above, Lessee shall be entitled to earn as minimum compensation an amount equal to \$.95 for each installed machine for each calendar day of the applicable year. Lessee may deduct from Rent otherwise due, or invoice Lessor for the deficit, if necessary to attain said minimum compensation. Lessor shall pay Lessee's invoice within ten (10) days of receipt. The minimum compensation amount per machine per day shall be adjusted periodically to reflect increases in the Consumer Price Index (CPI) of the Bureau of Labor Statistics of the United States Department of Labor- seasonally adjusted for U.S. average.

4. Lessor agrees that Lessee shall have the right to determine the quantity and type of Equipment on the Leased Premises, the dates and times of collection, and the price of each machine cycle.

5. 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.

6. 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.

7. 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

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

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.

8. Lessor and Lessee 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).

9. 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.

10. 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 Lessor 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:
- 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;
 - 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.
 - 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.
 - 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:
- 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.
 - 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.
 - Servicing the Equipment on a regular basis and maintaining same in good operating condition.
- F. 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 Lessor 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.

FILED DATE: 10/12/2021 10:25 PM - 2019CH07319

- 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

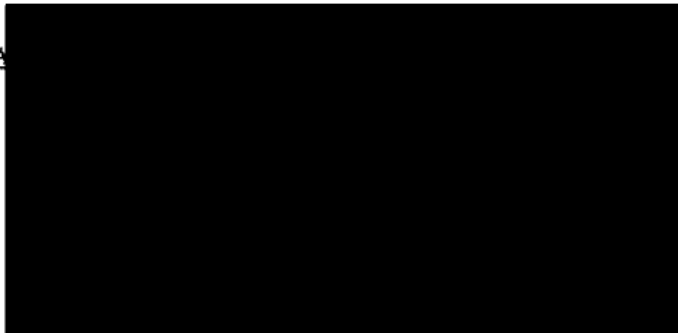
Executed as a sealed instrument as of the date first appearing above.

LESSEE: CSC Service Works, Inc.

By: [Signature]
Authorized Agent/Sales Representative

Date: 2-27-17

Witness: [Signature]



Schedule A

1. Leased Premises Description

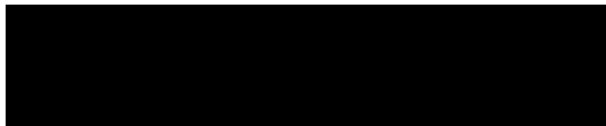
Location Name	Address	Room Name
[REDACTED]		

2.

Vend Year	Top Load Washer	Front Load Washer	Dryer
1	1.25	1.25	1.25
2	1.25	1.25	1.25
3	1.50	1.50	1.50
4	1.50	1.50	1.50
5	1.75	1.75	1.75

[Handwritten Signature] 2-27-17

 LESSEE (Sales Representative) Date



FILED DATE: 10/12/2021 10:25 PM 2019CH07319



LAUNDRY ROOM LEASE AGREEMENT

LESSEE: CSC ServiceWorks, Inc.

LESSOR:

Address: 1216 Northgate Business Parkway
Madison, TN 37115

Address: [REDACTED] TN 38464

Execution Date: 03/24/2017

In consideration of the mutual covenants, duties and obligations set forth herein, 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 [REDACTED] TN 38464 containing 99 apartment or condominium 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 following pay-per-use laundry equipment (the "Equipment"):

<u>Quantity</u>	<u>Make</u>	<u>Description</u>	<u>Model</u>
1.00	ESD	Esd Basic Value Adder	11-117-012
3.00	SPEED QUEEN	SQ washer FL Quantum card ready 120/60/1~ front control	SFNNYASP113TW01
11.00	SPEED QUEEN	SQ washer TL Quantum card ready 120/60/1~	SWNNY2SP113TW01
11.00	SPEEDQUEEN	SQ dryer Quantum card ready electric 208/60/1~ rear control	SDENYRGS153TW01
25.00	Esd	Esd Card Reader	11-000-1216
110.00	ESD	ESD smart card with MG logo w/ eng & span disclaimer on back	12-235-008

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.

2. The term of this Lease (the "Original Term") shall be for a period of Seven (7) years beginning 05/17/2017 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 month duration (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 thirty (30) 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".

3. 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 revenue, paid Monthly.

4. Lessor agrees that Lessee shall have the right to determine the quantity and type of Equipment on the Leased Premises, the dates and times of collection, and the price of each machine cycle.

5. 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.

6. 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.

7. 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.

8. 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).

9. 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.

10. 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:
- 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;
 - 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.
 - 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.
 - 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:
- 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.
 - 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.
 - Servicing the Equipment on a regular basis and maintaining same in good operating condition.
- 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.

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

- 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

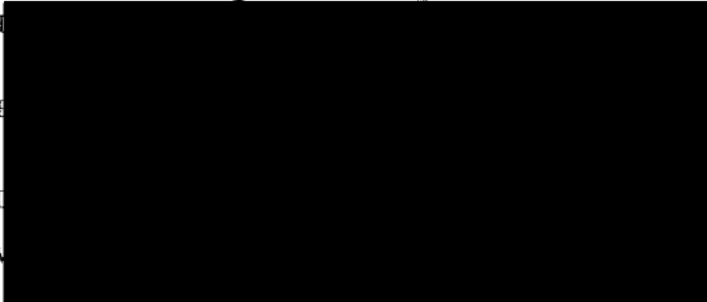
Executed as a sealed instrument as of the date first appearing above.

LESSEE: CSC ServiceWorks, Inc.

By: [Signature] 4-3-17
Authorized Agent/Sales Representative

Date: 4-3-17

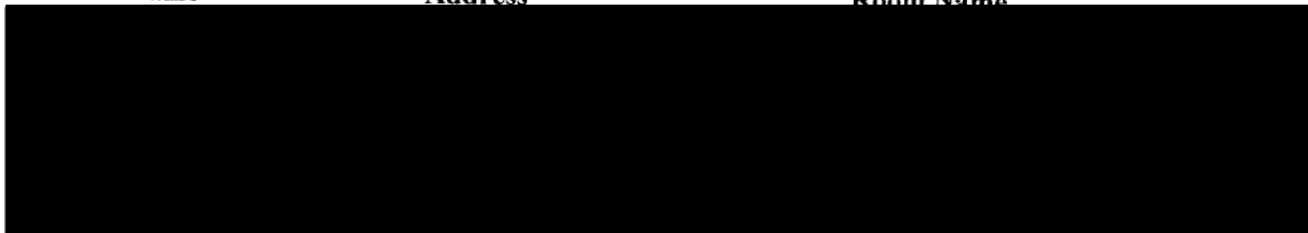
Witness: [Signature]



CHAMBERS COPY
Schedule A

1. Leased Premises Description

Location Name Address Room Name



2.

Vend Year	Top Load Washer	Front load Washer	Dryer
1	1.25	1.25	1.25
2	1.25	1.25	1.25
3	1.35	1.35	1.25
4	1.35	1.35	1.25
5	1.35	1.35	1.25
6	1.35	1.35	1.35
7	1.35	1.35	1.35

LESSEE (Sales Representative)

4-3-17

Date



FILED DATE: 10/12/2021 10:25 PM 2019CH07319

LAUNDRY ROOM LEASE AGREEMENT

LESSEE: CSC ServiceWorks, Inc.
Address: 216 Commerce Parkway Pelham, AL 35124

LESSOR: [Redacted]
Address: [Redacted] GA 30144

Execution Date: 03/16/2017

In consideration of the mutual covenants, duties and obligations set forth herein, 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 [Redacted] Al 35758 containing 240 apartment or condominium 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 following pay-per-use laundry equipment (the "Equipment"):

Table with 4 columns: Quantity, Make, Description, Model. Lists various laundry equipment including SQ washers, SQ dryers, and Heartland Waverider Interface Cell M-G with booster.

Lessor warrants and represents that 240 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.

2. The term of this Lease (the "Original Term") shall be for a period of Nine (9) years beginning 05/17/2017 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 equal duration as the Original Term (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 six months, but not more than one year, 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".

3. 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: 40% of revenue, paid Monthly. Notwithstanding the above, Lessee shall be entitled to earn as minimum compensation an amount equal to \$1.22 for each installed machine for each calendar day of the applicable year. Lessee may deduct from Rent otherwise due, or invoice Lessor for the deficit, if necessary to attain said minimum compensation. Lessor shall pay Lessee's invoice within ten (10) days of receipt. The minimum compensation amount per machine per day shall be adjusted periodically to reflect increases in the Consumer Price Index (CPI) of the Bureau of Labor Statistics of the United States Department of Labor- seasonally adjusted for U.S. average. The base amount per machine per day shall be adjusted periodically to reflect increases in the Consumer Price Index (CPI) of the Bureau of Labor Statistics of the United States Department of Labor- seasonally adjusted for U.S. average.

4. Lessor agrees that Lessee shall have the right to determine the quantity and type of Equipment on the Leased Premises, the dates and times of collection, and the price of each machine cycle.

5. 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.

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

6. 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.

7. 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.

8. 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).

9. 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.

10. 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.
- 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.

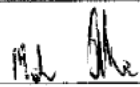
FILED DATE: 10/12/2021 10:25 PM 2019CH07319

- 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.

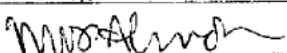
AUTHORIZED SIGNATURES

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

LESSEE: CSC ServiceWorks, Inc.

By: 
Authorized Agent/Sales Representative

Date: 3/17/17

Witness: 



Schedule A

1. Leased Premises Description

Location Name Address Room Name



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

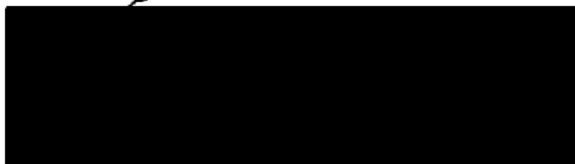
Vend Year	Top Load Washer	Front load Washer	Dryer
1	\$1.50	\$1.50	\$1.50
2	\$1.50	\$1.50	\$1.50
3	\$1.50	\$1.50	\$1.50
4	\$1.50	\$1.50	\$1.50
5	\$1.75	\$1.75	\$1.50
6	\$1.75	\$1.75	\$1.50
7	\$1.75	\$1.75	\$1.75
8	\$1.75	\$1.75	\$1.75
9	\$1.75	\$1.75	\$1.75

[Handwritten signature]

3/1/17

LESSEE (Sales Representative)

Date



PRO-RATA ADDENDUM

This Addendum ("Addendum") is attached to and made part of the Lease Agreement by and between SPMK XXI Charleston Oaks, LLC ("Lessor") and CSC ServiceWorks, Inc. ("Lessee") dated 03/16/2017 for the property located at [REDACTED] AL 35758 ("Lease Agreement").

Lessee shall make a one-time payment to Lessor in the amount of \$1,050.00 ("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 108 months. The monthly value of this Addendum is \$9.72 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:	[REDACTED]	LESSEE:	CSC ServiceWorks, Inc.
BY:	[REDACTED]	NAME:	<u>Mark Rosenswike</u> SIGNATURE, AUTHORIZED AGENT
DATE:	[REDACTED]	DATE:	<u>3/17/17</u>
NAME:	[REDACTED]	NAME:	<u>Mark Rosenswike</u> PRINT NAME, AUTHORIZED AGENT

FILED DATE: 10/12/2021 10:25 PM 2019CH07319



LAUNDRY ROOM LEASE AGREEMENT

LESSEE: CSC ServiceWorks, Inc.
 Address: 32910 Alvarado-Niles Rd Union City, CA
 94587

LESSOR: [REDACTED]
 Address: [REDACTED]
 [REDACTED] CA 91364

Execution Date: 2/6/2017

In consideration of the mutual covenants, duties and obligations set forth herein, 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 located at [REDACTED] containing 58 apartment or condominium 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 following pay-per-use laundry equipment (the "Equipment"):

<u>Quantity</u>	<u>Make</u>	<u>Description</u>	<u>Model</u>
3	SPEEDQUEEN	SQ dryer Quantum coin drop electric 240/60/1~ rear control	SDENCRGS173TW02
3	SPEEDQUEEN	SQ dryer Quantum coin drop gas 120/60/1~ rear control	SDGNCRGS113TW02
6	SPEEDQUEEN	SQ washer TL Quantum washer coin drop 120/60/1~ 2.9 cu ft tub	SWNNC2HP113TW15

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.

2. The term of this Lease (the "Original Term") shall be for a period of Seven (7) years beginning 04/12/2017 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 month duration (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 thirty (30) 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".

3. Lessee agrees to pay Lessor as rent (the "Rent") from the income of the Equipment, Monthly, in arrears, having first deducted refunds, expenses attributable to vandalism on the Equipment (Lessee and Lessor responsible evenly which included labor, parts and equipment), all applicable fees and/or taxes, including, but not limited to, 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, an amount equal to: *28% of revenue, paid Monthly. *Please note variable commission scale based on actual gross income per machine per month on schedule A.

4. Lessor agrees that Lessee shall have the right to determine the quantity and type of Equipment on the Leased Premises, the dates and times of collection, and the price of each machine cycle.

5. 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.

6. 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.

7. 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.

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FILED DATE: 10/12/2021 10:25 PM 2019CH07319

8. This Lease shall be construed according to the laws of the state in which the Premises are located. If any provision of this Agreement 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 Agreement.

9. 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

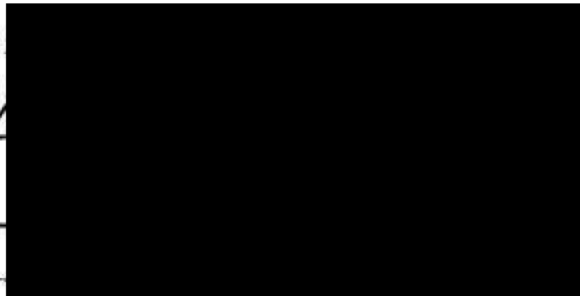
- A. Subject to reasonable security measures, Lessee and residents of the Premises shall have access to the Leased Premises during operating hours which are typically from 8A-7PM daily. If the Leased Premises are kept locked, Lessee is to be furnished with keys and/or entry code(s), as necessary, sufficient 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:
- 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;
 - 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.
 - 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.
 - 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:
- 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.
 - 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.
 - Servicing the Equipment on a regular basis and maintaining same in good operating condition.
- 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, 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, when requested, with true and accurate information regarding the number of in-unit hook-ups of laundry equipment.
- 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 terminate this Lease and remove all of the Equipment and all obligations of Lessee under this Agreement shall cease.
- H. Either party may terminate this Agreement and recover damages, including but not limited to incidental and consequential damages if: a) The other party commits any material breach of this Agreement which is not capable of being remedied; or b) The other party commits a breach of this Agreement 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.

- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.

LESSOR: 

By: 
Authorized Agent/Sales Representative

By: 

Date:  2-9-17

Date: 

Witness: 

Witness: 

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

Schedule A

1. Leased Premises Description


Location Name Address Room Name



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

50% when the average gross monthly collection is equal to or greater than \$52 per machine
40% when the average gross monthly collection is equal to or greater than \$45 per machine
35% when the average gross monthly collection is equal to or greater than \$40 per machine
28% minimum

FILED DATE: 10/12/2021 10:25 PM 2019CH07319



LESSEE (Sales Representative) Date



2-9-17

CHAMBERS COPY
LAUNDRY ROOM LEASE AGREEMENT

LESSEE: CSC Service Works, Inc.
Address: 4770 Pan American Freeway, N.E.
Albuquerque, NM 87109

LESSOR: [REDACTED]
Address: [REDACTED] NM 87505-4251

Execution Date: 01/08/2016

In consideration of the mutual covenants, duties and obligations set forth herein, 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 [REDACTED] NM 87505-4251 containing 132 apartment or condominium 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 following pay-per-use laundry equipment (the "Equipment"):

<u>Quantity</u>	<u>Make</u>	<u>Description</u>	<u>Model</u>
1.00	MISCELLANEOUS	Existing add value station	EX-AVU
4.00	MAYTAG	Maytag hi efficiency frontload washer card rdy / non coin	MHN30PRCWW
8.00	NO-MFG	Maytag washer topload Energy Advantage card ready	MVW18PRBWW
12.00	MAYTAG	Maytag dryer elec Energy Advantage card ready	MDE18PRAYW

Lessor warrants and represents that 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.

2. The term of this Lease (the "Original Term") shall be for a period of Ten (10) years beginning 04/15/2016 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 month to month terms (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 one month 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".

3. Lessee agrees to pay Lessor as rent (the "Rent") from the income of the Equipment, Monthly, in arrears, having first deducted the cost of smart cards, credit/debit card fees, refunds, expenses attributable to vandalism on the Equipment, voice and data charges, all applicable fees and/or taxes, including, but not limited to, 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, an amount equal to: 50% of revenue, paid Monthly.

4. Lessor agrees that Lessee shall have the right to determine the quantity and type of Equipment on the Leased Premises, the dates and times of collection. The price of each machine cycle shall be approved by Lessor before implementation at its sole discretion.

5. 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.

6. 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.

7. 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.

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

8. 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).

9. This Lease shall be construed according to the laws of the state in which the Premises are located. If any provision of this Agreement 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 Agreement.

10. 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.
- 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 provides laundry hookups for the installation of laundry equipment, 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, when requested, with true and accurate information regarding the number of in-unit hookups of laundry equipment.
- 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 terminate this Lease and remove all of the Equipment and all obligations of Lessee under this Agreement shall cease.
- H. Either party may terminate this Agreement and recover damages, including but not limited to incidental and consequential damages if: a) The other party commits any material breach of this Agreement which is not capable of being remedied; or b) The other party commits a breach of this Agreement 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.

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

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- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. Lessee agrees to repair or replace inoperable equipment within 10 working days of request for service.
- O. Lessee agrees to deliver payments within 60 days of collection
- P. Lessee agrees to provide estoppel certificates within 5 business days of request to refidocs@macgray.com or waive any rights to enforcement upon a subsequent owner or lender.

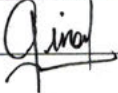
AUTHORIZED SIGNATURES

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

LESSEE: CSC ServiceWorks, Inc.

By: 
Authorized Agent/Sales Representative

Date: 2/5/16

Witness: 

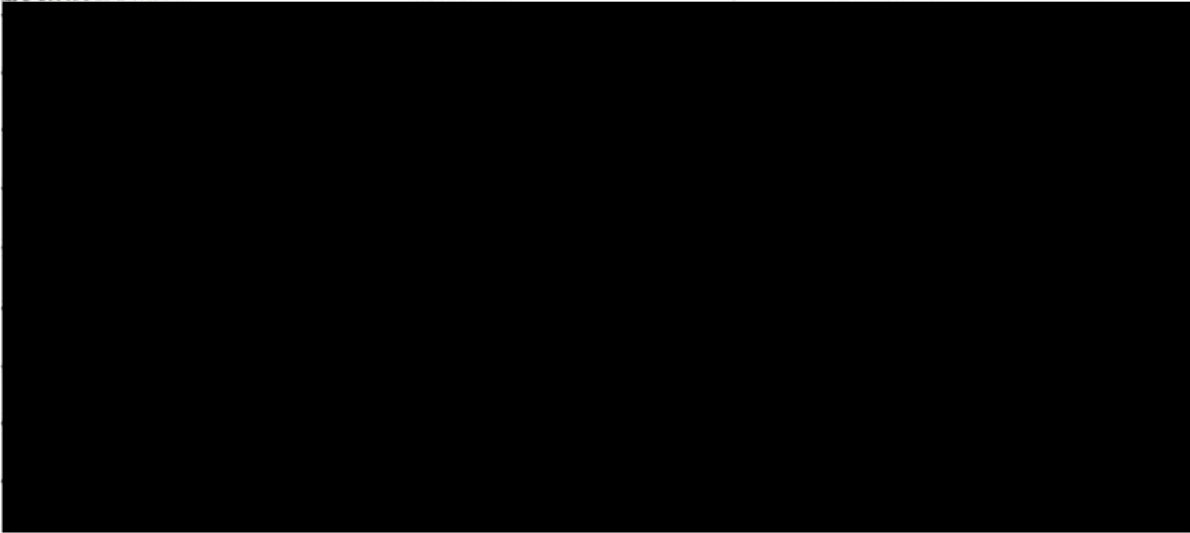


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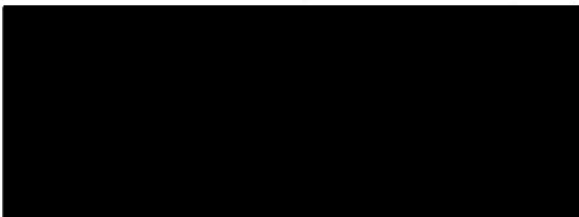
Schedule A

1. Leased Premises Description

Location Name	Address	Room Name
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2. Other (accessories, renovations, etc.):



FILED DATE: 10/12/2021 10:25 PM 2019CH07319

Hearing Date: 10/25/2021 10:00 AM - 10:00 AM
Courtroom Number:
Location:

FILED
10/12/2021 10:25 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2019CH07319

15176418

Exhibit 3

FILED DATE: 10/12/2021 10:25 PM 2019CH07319



May 17, 2017

Dear Client:

At CSC ServiceWorks, we continue to make significant strides in becoming the best-in-class laundry solutions company. And, we hope you have noticed the changes: improvements in the call center experience, service response time in the field, and processes with our sales and operations teams to deliver a superior consumer service experience for your residents.

As the industry leader, we continue to invest in machine technology and have developed innovative payment options and consumer facing systems to enhance the laundry experience. We are implementing data-driven pricing systems to improve resident retention and enhance client revenues. These are just a few of the exciting initiatives underway at CSC that will increase value for our clients and consumers.

We have made and will continue to make significant investments in our people, systems, technology and service delivery, as well as maintaining a commitment to security and sustainability; but we are also facing increased costs in nearly every aspect of our business. In the past, we have offset some of these costs with efficiency improvements and by leveraging our scale, but we are no longer able to absorb these costs alone.

In the past, we have not used provisions in our agreement with you to share these increased costs. As we continue to align your interests (high occupancy rate of satisfied residents) with ours (to achieve an acceptable operating margin) and to jointly provide a great laundry experience for your residents, it is necessary to begin to share the agreed upon costs as outlined in our agreement.

Beginning this month, you will see an Administrative Fee of 9.75% (or approximately .10 cents per day, per machine) deducted from your gross collections. This deduction will help to offset costs related to taxes, vandalism and applicable administrative and other costs. As a benefit to you, going forward you will receive coverage for events related to vandalism (up to \$200 per event). For more information about the Administrative Fee as well as additional benefits you will receive as a CSC customer, visit our website at <http://www.cscsw.com/feetransparency/>.

CSC will also waive any potential claims to recoup its costs related to taxes, vandalism or applicable administrative or other costs which CSC incurred in the past and was entitled to deduct, but did not.

Our 3,000 team members who serve you and your residents, value you as a partner and appreciate your business. As we all continue to work toward providing a best-in-class laundry experience, we look forward to updating you on our progress in the future.

Best regards,

A handwritten signature in black ink, appearing to read "Mark Hjelle". The signature is stylized and somewhat cursive.

Mark Hjelle
Chief Executive Officer

FILED DATE: 10/12/2021 10:25 PM 2019CH07319