

Laundry Space Lease

THIS LEASE, entered into this 22nd Day of December, 2017 by and between Winston Towers 100 Association, Inc., hereinafter called Lessor, and Commercial Laundries, Inc. a Florida Corporation, hereinafter called Lessee, is for a period of four (4) years, commencing upon complete execution of this Lease. Lessee warrants that final installation will occur within 60 days of execution.

SECTION A- LESSOR WARRANTS, REPRESENTS AND AGREES:

To Lease all Laundry rooms (Premises) at the following described complex known as Winston Towers 100 Located at 250 174th St., Sunny Isles Beach, Florida 33160, together with the exclusive right to operate laundry equipment in the Premises described below as:

Number of Apartments 407 Number of rooms: 22 Number of Alcoves or spaces: _____

Sizes of rooms or spaces: _____

1. To grant to Lessee the right of quiet enjoyment of the Premises, to grant to Lessee, its agents and patrons, ingress and egress at all reasonable times to the Premises, to provide all required utility connections and service at its own expense and to daily maintain and keep in good repair said Premises including all utility facilities but excluding Equipment owned by Lessee;
2. Not to remove, disconnect or tamper with Lessee's Equipment for any reason nor permit the installation of other laundry machines, of any type, anywhere in the Complex without the written consent of the Lessee and to promptly report any machine malfunction to Lessee. A breach of the covenants contained in this paragraph or in paragraph two (2) above shall be deemed to constitute Constructive Eviction and the remedies described herein shall apply;
3. That title to Lessee's installed laundry and/ or auxiliary Equipment shall remain with the Lessee at all times under any and all circumstances;
4. That equipment malfunctions, under this lease, do not cover loss or damage caused by misuse, vandalism or theft, or unnecessary calls for repair, or interruption in the supply of utilities. At its option, Lessee may charge Lessor for such repairs and/ or loss of income or property, and deduct such charges from the next rental payment(s) due.
5. That for purpose of compliance with the Americans with Disabilities Act ("ADA"), the Lessor may, at its sole expense, equip any disabled tenant's residential unit(s) with laundry utility connections for use by the disabled tenant for their laundry needs. Lessee shall not be obligated to provide any equipment or services to any such disabled tenant's individual residential unit(s). Otherwise, no Resident units are to be equipped with laundry utility connections or equipment. The Lessor represents and warrants that there is no other lease, license, or agreement in effect covering the Premises for the provision of laundry equipment and shall save and hold Lessee harmless, including its reasonable attorney's fees, from all claims to the contrary.

SECTION B - LESSEE WARRANTS, REPRESENTS AND AGREES:

1. To furnish and install in the demised premises 44 Quantum frontload washers (SFNNXASP115TW01) and 44 Quantum electric dryers (SDENXRGS173TW02) and one card dispensing VTM (accepts credit/debit and/or cash) for the use of the residents of the complex. The initial vend price shall be \$1.50 to wash and \$1.50 to dry.
2. To promptly respond, in the event of Equipment malfunction, to request to repair and/or replace said equipment and to collect the cash derived from the actual use of the Equipment (GROSS USE RECEIPTS), at irregular intervals in accordance with currently accepted security practices.
3. Lessee shall respond to service calls made by lessor within (8) eight working hours of receipt of same. Failure to do shall in a penalty equal to the cost of two cycles per day per inoperative machine.

4. In the event a washer or dryer breaks down five (5) or more times within a thirty day period (exclusive to vandalism, misuse, or lessor's failure to maintain the building utilities) lessee shall replace that machine at its cost with like machine.

5. To pay as rental, in arrears, the sum of 50% of the monthly Gross Use Receipts, less card sales and related merchant account service fees, any applicable sales, use or property taxes and / or license fees. Said rental shall be paid monthly by check.

6. To keep in force at least a \$1,000,000.00 liability insurance policy covering its operations at the above described complex.

SECTION C- BOTH PARTIES AGREE:

1. That in the event of constructive eviction or any other breach of this lease by Lessor, Lessee shall be entitled to recover from Lessor as and for liquidated damages, and not as penalty, seventy-five percent (75%) of the actual monthly average Gross Use Receipts, multiplied by the number of months from the date of the breach to the expiration of this lease including all remaining renewal periods.

2. That the Lessee shall have an option to renew this lease for two (2) successive periods of three (3) years each. Such options are exercised by notifying Lessor at least 90 days in advance of expiration.

3. That Lessee or Lessor shall never be in default, for any reason, until thirty (30) days' prior written notice and opportunity to cure. All notices under this lease must be by certified return receipt mail. This agreement shall be governed by the laws of the State of Florida and the parties agree to submit to the jurisdiction of the Courts of Dade County, Florida as to any dispute to the exclusion of any other jurisdiction. That all provisions of this Lease are severable and the invalidity of any provision(s) shall not invalidate the remaining provisions.

4. That this lease incorporates all oral promises between the parties, can only be amended in writing signed by both parties, is the only agreement between the parties, and is entered into by Lessor through its duly authorized agent with full knowledge of the contents hereof and acquiescence thereto by owner of the complex and shall be transferable and binding upon and inure to the benefit of the heirs, executors, successors and assigns of each of the parties hereto. Failure of the Lessor to secure an assumption of this Lease by a purchaser or transferee shall not serve to relieve any subsequent Lessor of its obligations hereunder.

ACCEPTED: Date: JAN 10, 2018

ACCEPTED: Date: JAN 10, 2018

LESSOR: WINSTON TOWERS 100 CONDOMINIUM ASSOCIATION, INC.

LESSEE: COMMERCIAL LAUNDRIES, INC.

By: [Signature]
Signature
NOAMAN PESQUEU
Print Name
PRESIDENT
Title

By: [Signature]
Signature
SH STEWART
Print Name
Pres
Title

Witnesses:
[Signature]
Signature
Felix Kizhner
Print Name
[Signature]
Signature
Aaron Altheim
Print Name

Witnesses:
[Signature]
Signature
Adam Kovacs
Print Name
[Signature]
Signature
[Signature]
Print Name

[Handwritten initials]

**Addendum to Lease between Commercial Laundries (Lessee) and
Winston Towers 100 Condominium Assoc., Inc. (Lessor)**

1. Commercial Laundries will pay \$110,000.00 upon execution of both parties. \$50,000.00 is considered a signing bonus the remainder is advanced commission to be prorated equally over 120 months.
2. In the event that the gross revenues shall fall below \$6,000.00 per month, Commercial Laundries shall always be entitled to retain the first \$3,000.00 as minimum compensation and the rental shall be adjusted accordingly.
3. Online reporting of all credit card transactions will be made available to Lessor.
4. Cycle time will not be changed or modified unless both parties agree in writing.
5. Lessee and Lessor agree that rooms are being leased "as is". Lessee and Lessor acknowledge that the ventilation system may be inadequate and that each relieve each other from breaches of contract related to the vent system.
6. Commercial Laundries agrees to preform vent cleaning once a year.
7. Lessee agrees to indemnify and hold lessor harmless for all claims directly related with the laundry equipment, unless the association is negligent.
8. Lessor may cancel this lease within sixty days of the first renewal by sending notice and simultaneously remit payment in the amount of \$105,000.00 for the equipment on site at which time title to the machines shall transfer to the association. Lessor may cancel this lease within sixty days of the second renewal by sending notice and simultaneously remit payment in the amount of \$70,000.00 for the equipment onsite at which time title to the machines will transfer to the association. Additionally Lessor will return the unused bonus and advanced rent on a prorated basis which includes option periods.

ACCEPTED: Date: JAN 10, 2018

ACCEPTED: Date: JAN 10, 2018

LESSOR: WINSTON TOWERS 100 CONDOMINIUM ASSOCIATION, INC.

LESSEE: COMMERCIAL LAUNDRIES, INC.

By: [Signature]
 Signature
ABRAMAN PESELEV
 Print Name
PRESIDENT
 Title

By: [Signature]
 Signature
[Signature]
 Print Name
[Signature]
 Title

Witnesses: [Signature]
 Signature
Felix Kizhner
 Print Name
[Signature]
 Signature
Aaron Altmann
 Print Name

Witnesses: [Signature]
 Signature
Ardam Kiznes
 Print Name
[Signature]
 Signature
[Signature]
 Print Name

NP



Checking/Cheques Savings/Ahorros

Deposit To The Acc	WINSTON TOWERS 100 ASSOC., INC.
Address/Dirección	250-174TH STREET, OFFICE
City, State, Zip Cod	SUNNY ISLES BEACH, FL 33160
Date/Fecha	Please Sign Here if Cash Received Por favor firme aquí si recibió efectivo

Cash/Efectivo _____

Checks/Cheques 110,000.00

Total 110,000.00

Less: Cash Received _____

Menos: Efectivo Recibido _____

Total Deposit
Deposito Total \$ 110,000.00

Please enter your account number below:
Por favor escriba su número de cuenta abajo:

1100000759420

USE FOR 10 DIGIT ACCOUNT NUMBER
USAR LOS 10 DIGITOS DEL NUMERO DE CUENTA

Laundry

F0008000260
(Rev. 03/2013)

⑆053101121⑆

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CASH ON HAND ALL CheckLock SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COUPLING

COMMERCIAL LAUNDRIES, INC.
8510 NW 56TH ST
DIORAL, FL 33188
DADE (305) 692-7990

RENT 102,996.25 BB&T
TAX 7,003.75 63-9138/2831
LOCATION 110,000.00

38897

1/10/2018

PAY TO THE ORDER OF WINSTON TOWERS 100 CONDO ASSOC

\$ **110,000.00

One Hundred Ten Thousand and 00/100***** DOLLARS

PROTECTED AGAINST FRAUD

WINSTON TOWERS 100 CONDO ASSOC
250 174 STREET, STE 104
SUNNY ISLES BEACH, FL 33160



VOID AFTER 90 DAYS

[Handwritten Signature]



MEMO

SIGNING BONUS/ADV RENT 250 174 ST

⑈038897⑈ ⑆263191387⑆ 1100002642962⑈

COMMERCIAL LAUNDRIES, INC.

38897

WINSTON TOWERS 100 CONDO ASSOC

1/10/2018

213 · Advance Commissions
276 · Lease Acquisition Costs

ADV RENT - 250 174 ST
SIGNING BONUS - 250 174 ST

60,000.00
50,000.00

BB&T-Operating

SIGNING BONUS/ADV RENT 250 174 ST

110,000.00