

DSM: BL/PK Location #: **ON0041710** Doc ID: LR-11707-W3G7W4

LAUNDRY ROOM LEASE & SERVICE AGREEMENT

This agreement is between Coinamatic Canada Inc., 301 Matheson Blvd. W., Mississauga, ON L5R 3G3 ("Coinamatic") and the Landlord described below.

1. LANDLORD. Full Legal Name and Address of Building Owner ("Landlord"): CARLETON CONDOMINIUM CORP # 12

158-A MCARTHUR AVE VANIER, ON K1L 7E7

2. PREMISES.

Building Address ("the Building"): 158 MCARTHUR AVE, VANIER, ON K1L 7E7.

- 3. AGREEMENT TERM. The term of this lease ("Lease") will be 72 month(s), commencing on JUNE 1, 2017.
- 4. PAYMENT SCHEDULE. The rent payable by Coinamatic to the Landlord will be SIXTY-SIX PERCENT (66.00%) of the Revenues, calculated on a daily basis, payable MONTHLY in ARREARS. Coinamatic shall be entitled to a minimum compensation of ONE DOLLAR AND TWENTY-SIX CENTS (\$1.26) per laundry machine per day, adjusted annually by the Consumer Price Index, the Landlord being liable for any deficiency.

The terms and conditions on page 2 of this Laundry Room Lease & Service Agreement are an integral part of this agreement.

SIGNED a	_{at} Ottawa	this	29th	day of	March	20 <u>17</u> .	
COINAMATIC CANADA INC.				LANDLORD / AGENT			
HOME OFFICE: COINAMATIC CANADA INC. 301 MATHESON BLVD. W.				I have the authority to bind the Landlord.			
MISSISSA	AUGA, ON L5R 3G3				,		
Per:				Per:	Maria		
	lan ADAMSON				Yawar Kha	an	
Its:	Director, Administration	1		Its:	Property M	lanager and Agent	
	(title)				(title)	
Date:							

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(158 MCARTHUR AVE, VANIER, ON K1L 7E7) MARCH 28, 2017

- 5. The Landlord/Agent hereby leases to Coinamatic to have and to hold as the demised premises all the laundry room(s) located in the Building (the "Laundry Room(s)").
- 6. Coinamatic is hereby granted the exclusive right to occupy the Laundry Room(s) in the Building and the exclusive right to provide laundry washers and dryers and related equipment (collectively the "Equipment") in the Building for the term of this Lease.
- 7. Coinamatic will provide and maintain at its cost the Equipment in the Laundry Room(s) for the use of the Building's occupants. All Equipment installed or provided is, and shall at all times remain, Coinamatic's property and are not fixtures. The price charged for use of the Equipment will be established from time to time by Coinamatic. The Landlord
- 8. The term "Revenues" means the value loaded onto smart cards from Coinamatic reload devices net of merchant fees or the value of money collected from coin vended washers and dryers. In either case, Revenues shall be net of any sales or consumption taxes. Where minimum compensation or a base amount applies, the Landlord is responsible for any deficiency. The rent payable to the Landlord shall be reduced by the value of any Smart Card tokens used to activate a laundry washer or dryer.
- The Landlord shall be responsible for all licences, permits and other similar charges or taxes if any, whether they are applicable on the date of signature of this Lease or subsequently.
- 10. Coinamatic may, but shall not be obligated to, perform any obligation of the Landlord under this Lease related to the safe and proper operation of the Landry Room and having done so, may deduct any disbursements made from any amount owed to the Landlord. Except in emergency situations, Coinamatic shall provide prior written notice before performing any such Landlord obligation.
- 11. The Landlord shall be responsible for the following items, at its expense:
 - 11.1 providing and maintaining in good order the Laundry Room(s), and all hot and cold water, gas and electrical supplies ("Utilities") and fully operational Utilities connections; functional floor drains and sewer outlets, proper ventilation and ducting that meet all safety and building codes and comply with the washer and dryer specifications, and providing janitorial services and sanitary cleaning for the Laundry Room(s) and Equipment; telephone line and telephone line fees for smart card vended Equipment, and the purchase of additional smart cards beyond the initial no charge allotment; and
 - 11.2 provide, as would a prudent landlord, safety and security for the Building and the Laundry Room(s); and
 - 11.3 provision of liability and property insurance on the Building and Laundry Room(s), and shall be responsible for any costs, expenses, claims or damages related to the use of the Laundry Room(s) except where said costs, expenses, claims or damages are caused by the negligence of Coinamatic employees or by the malfunction of the Equipment.
- 12. The Landlord agrees: not to modify the form, use or location of the Laundry Room(s); not to restrict free access to the Building(s) occupants and the employees and agents of Coinamatic; on a best efforts basis, not to permit en suite washers and dryers in the Building; not to disconnect or remove the Equipment or permit same to be disconnected or removed during the term of this Lease or any renewal hereof. Upon expiry of the term of this Lease, the Landlord and Coinamatic agree that the terms hereof shall continue to apply until retrieval of the Equipment from the Laundry Room(s) by Coinamatic and the Equipment will not be disconnected or removed from the Laundry Room(s) unless either party provides the other at least 30 days prior written notice.
- 13. Coinamatic shall, at its own expense, carry commercial general liability insurance on the Equipment and for the negligence of Coinamatic employees and agents. Coinamatic shall not be liable, in any event, for any consequential damage or loss or for any costs, losses, expenses, claims or damages where the Laundry Room(s) does not have a floor drain which effectively handles the escape of water.
- 14. If, for reasons beyond the control of Coinamatic, Revenues are insufficient to support the operation of the Laundry Room(s) or the costs of said operation increase making the Laundry Room(s) uneconomical to Coinamatic, and the Landlord and Coinamatic are unable to agree on and implement corrective actions to rectify the situation, Coinamatic may terminate this Lease upon sixty (60) days prior written notice to the Landlord.
- 15. The Landlord, for the Building and the Laundry Room(s) and Coinamatic, for the Equipment, shall conform to all applicable Federal, Provincial and Municipal laws and regulations at its expense, and shall immediately notify the other in writing of any notice of non-compliance with such laws or regulations which might affect the other.
- 16. The Landlord and Coinamatic specifically agree that this Lease and any extensions or renewals hereof shall enure to the benefit and obligation of and shall bind their respective successors and assigns; this Lease is the only agreement between the parties in respect of the subject matter hereof and supersedes all other oral or written proposals or statements, and that this Lease may be altered only by written agreement of the parties.
- 17. The terms of this Lease take effect from the date of installation of Equipment and the term of this agreement detailed at clause 3 is increased for the period of any early installation.
- 18. Any notice required under this Lease may be sent by registered mail or delivered personally to Coinamatic or the Landlord at the address set out at the beginning of this Lease (or such address as Coinamatic or the Landlord may send each other in writing). If a notice is sent by registered mail, it will be deemed delivered five (5) business days after mailing.
- 19. The Landlord covenants and agrees that as long as Coinamatic is paying the rent hereby reserved and performing its obligations contained herein, Coinamatic may enjoy the rights and benefits of this Lease for the term granted hereby without any interruption or interference from the Landlord or from any other person lawfully claiming by, from, or under the Landlord.
- 20. This Lease has been approved by the Landlord and Coinamatic and notwithstanding any rule or maxim of law to the contrary, any ambiguity or uncertainty will not be construed against either the Landlord or Coinamatic by reason of authorship of any of its provisions.
- 21. The parties confirm that it is their wish that this Agreement as well as all other documents relating to this Agreement, including notices, be drawn up in English only. Les parties aux présentes confirment que c'est leur volonté que la présente convention de même que tous les documents, y compris les avis, s'y rattachant, soient redigés en anglais seulement.

Coinamatic Initial:	Landlord Initial:			
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ADDENDUM

The following is an addendum to a lease dated MARCH 28, 2017, between Coinamatic Canada Inc. ("Coinamatic"), and CARLETON CONDOMINIUM CORP # 12, Landlord, on property located at 158 MCARTHUR AVE, VANIER, ON K1L 7E7.

- 1. Upon execution of a new lease agreement for the above captioned location(s), Coinamatic will provide a one-time only laundry room signing bonus in the amount of SEVEN HUNDRED FIFTY DOLLARS (\$750.00). It is agreed between CARLETON CONDOMINIUM CORP # 12, and Coinamatic that should the ownership or management change on the above captioned location(s), CARLETON CONDOMINIUM CORP # 12, will repay Coinamatic a portion of the SEVEN HUNDRED FIFTY DOLLARS (\$750.00) signing bonus. The amount to be repaid will be SEVEN HUNDRED FIFTY DOLLARS (\$750.00) divided by the total term of the lease of as stated in clause 3 of the lease effective JUNE 1, 2017 times the number of months remaining in the lease at the time the Ownership or management change takes place.
- 2. Upon execution of a new lease agreement for the above captioned location(s), it is hereby agreed and understood that the price charged for use of the equipment will not be modified without the agreement of both parties.

SIGNED a	t Ottawa	this	29th	day of	March	20 <u>17</u> .	
COINAMA	ATIC CANADA INC.			LANI	DLORD / AGE	ENT	
HOME OFFICE: COINAMATIC CANADA INC.				I have the authority to bind the Landlord.			
301 MAT	HESON BLVD. W.						
MISSISSA	UGA, ON L5R 3G3					/ .	
Per:				Per:		lava /	
	lan Adamson				Yawa	r Khan	
Its:	Director, Administration			Its:	Prope	erty Manager and Agent	
	(title)					(title)	
Date: _							

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