

LAUNDRY SPACE LEASE

Lessor:

Seventh Moorings Condominium, Inc
18601 NE 14 Avenue
N. Miami Beach, FL 33179

Lessee:

Aaxon Holdings Inc., DBA Aaxon Laundry Systems
6100 N. Powerline Road
Ft. Lauderdale, FL 33309

Leased Property Location Identified As:

Seventh Moorings Condominium
18601 NE 14 Avenue
N. Miami Beach, FL 33179

That space identified as the laundry space, consisting of the identifiable separate room or rooms; or particular alcove or space is designated as Laundry Space and is the space leased pursuant to this agreement.

No. of Laundry Rooms: 3 Approximate Size of Room or Rooms: N/A No. of Laundry, Alcoves or Spaces if not in Rooms: N/A
No. of Apt. Units in Complex: 52

Aaxon Holdings, Inc., its successors and assigns, hereinafter called Lessee, does hereby agree with Seventh Moorings Condominium, Inc., its heirs, successors, administrators and assigns; hereinafter called Lessor, at the location identified on the cover sheet (or as further described by the legal description if attached and made a part hereof) does enter into this Lease as follows:

- Lease Term, Usage and Expiration Date:** In consideration of the mutual covenants contained herein, Lessor agrees to lease all space designated for by this lease in the residential complex described above, on an exclusive basis, to Lessee for a period of eight years. Said space is located inside a residential building or in a separate building, or in space on the property. As more fully stated elsewhere, the particular space has been pointed out to Lessee, and Lessee relies on such representation and in the event of any question, the parties agree that the Lessee's identification of the space shall be conclusive. Commencement date of the Lease shall be the first day of the month following the month in which Lessee's equipment is installed. Expiration of the Lease term, for the entire complex, unless renewed, shall be in years from the first day of the month following the month in which the installation is completed.
- Rental Terms:** Lessee will pay rental for said space including sales tax and less any use or property taxes and/or license or occupational fees and any expenses attributable to vandalism or theft computed on 50% of the gross revenue derived from the laundry equipment. Said rental payment will be paid to the office of the Lessor quarterly by check, provided, however, that the Lessee shall always be entitled to retain for each day of the rental period, the cash equivalent of the price of one washing cycle per installed washer and one drying cycle per installed dryer, and rental due shall be adjusted accordingly.
- Use of Premises, Equipment, Title and Access:** The Lessee does agree to operate at, on, or in the demised premises a self-service laundry. Title to said equipment shall remain with the Lessee at all times. Lessor agrees that Lessee shall have the right to quiet enjoyment of the demised premises, including unobstructed access to and from until the expiration of the Lease term or any extension thereof.
- Maintenance, Repairs and Utility:** Lessee shall have the risk and responsibility for its own equipment placed on the premises. The vend price of the equipment shall be determined by Lessee. Lessor shall be responsible and have the risk for structural repairs to the premises and all systems providing utilities to the space. Lessor will supply, install and maintain all necessary facilities in the demised premises required for the operation of said laundry equipment, including electricity, gas, if required, inlet hot and cold water service, water disposal, duct work, painting, flooring and lighting and provide daily janitorial service and lint disposal at their cost and expense.
- Constructive Eviction and Exclusive:** The Lessor shall not move or remove, disconnect or tamper with the Lessee's machines or restrict access for any reason whatsoever. Lessor further agrees that it will not permit any other coin, token or free laundry machines for the use of its tenants or unit owners on the premises whether the same be owned and operated by the Lessor or others. The Lessor shall promptly report any machine malfunction to the Lessee. A breach of the covenants contained in this paragraph or in Paragraphs Three (3), Four (4) or Five (5) shall be deemed to constitute Constructive eviction and the remedies described herein shall apply.
- Notices:** All notices required under this lease shall be Registered or Certified Mail, in writing, to the addresses of the Lessor and Lessee described herein until further written notice.
- Renewal or Cancellation:** Lessee shall have an option to extend this Lease, upon identical terms and conditions as set forth herein for one (1) successive periods of eight (8) years each, such options to be considered exercised unless Lessee notifies Lessor to the contrary at least three (3) months prior to the end of the original Lease term or the end of the first renewal term thereof. In the event that Lessor exercises its right of cancellation, Lessee is hereby given a right of first refusal to meet any bonafide contract for the lease of space, or the lease of equipment, or the purchase of equipment matching the economic terms of such offer. Lessor shall be obligated to enclose a copy of such offer with its notice of cancellation. Anything herein contained to the contrary notwithstanding the right of first refusal shall run a period of one year from the later of either the effective date of the cancellation notice or the removal of the Lessee's equipment. If the net receipts of Lessee from said equipment are less than one cycle (usage) per day, per machine, in any three (3) month period, Lessee may reduce amount of equipment or cancel this Lease upon thirty (30) days prior written notice, and shall be entitled to receive a pro-rated share of any leasehold monies paid to Lessor or any leasehold improvements made by Lessee to Lessors property. In the event that the laundry space, as designated for by this lease, becomes inoperable, (i.e., hurricane, fire, etc.) for any reason whatsoever, the lease term will extend one year for every two months that the laundry space is inoperable.
- Effective Date and Replacement:** The parties herewith agree that this Lease is binding and effective from the date of its execution, the term herein, however, shall expire as of the date described in Paragraph One. Regardless of what is stated elsewhere, this Lease shall automatically extend the original lease term and/or any renewal thereof on a one time basis on the same terms and conditions for a period of eight (8) years from the date on which 50% or more of the laundry equipment in the demised premises is replaced by new equipment. Lessee agrees to give Lessor fifteen (15) days written notice in advance of installing any such replacement equipment. Failure of the Lessor to notify Lessee within fifteen (15) days not to install shall be deemed a mutual consent to such replacement and Lease extension. The effective date of the extended Lease term shall be the first day of the month following the month in which the installation is completed. For purposes of this paragraph and paragraph One (1), the delivery records of the Lessee shall be conclusive. Vend prices for top loaders and dryers shall be \$ 1.00 .

9. **Assignment:** The Lease shall be binding upon and inure to the benefit of the heirs, assigns, administrators, executors and successors of both the parties hereto. Lessor does represent that in the event the Lessor's property is sold or transferred the Lessor will notify Lessee at least five (5) days before final closing and the purchaser or transferee shall be notified of the existence and the obligations of this Lease. Failure of the Lessor to secure an assumption of this lease by the purchaser or transferee shall not serve to relieve any subsequent Lessor of all obligations of Lessor hereunder.
10. **Breach and Remedies:** 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, a sum of money equal to the number of months remaining of the term of this Lease, multiplied by seventy-five percent (75%) of the average gross receipts collected from the laundry equipment installed in the demised premises up to the date of said breach. In the event of a breach during the initial two years, liquidated damages shall be computed on the estimated average gross receipts anticipated by Lessee. In the event of a breach, either party will be entitled to specific performance of the lease. All Lessee's remedies are cumulative and the exercise of one remedy is not a waiver of any other remedy. If liquidated damages are not allowed, then actual damages may be sought. In the event either party is involved in a legal proceeding arising out of this lease, a breach of the lease, or threatened breach, the prevailing party shall be entitled to reasonable attorney's fees incurred as a result thereof, together with all other costs or any other relief as provided by law. Failure (or delay) to exercise a right under this lease by Lessee shall not constitute a waiver of such right.
11. **Authority:** 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 demised premises.
12. **Interpretation, Venue, Modification:** This Agreement shall be interpreted under, and governed by, the Laws of the State of Florida, The parties hereto agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Broward, State of Florida, and each party hereto waives the right to change of venue or TRIAL BY JURY.
13. **Radon Gas Notice:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit. Pursuant to 404.056(8), Florida Statutes.
14. **Notice of Default:** Lessee shall never be adjudged in default under this Lease until thirty (30) days after receipt of written notice of any alleged violation and thereafter until after a reasonable time, if due to conditions beyond Lessee's control, and Lessee may cure said alleged violation, within the time permitted.
15. **Insurance:** Lessee shall maintain public liability insurance in the minimum sums of \$3,000,000.00 naming Lessor as insured and will provide a certificate of insurance naming Lessor as loss payee.
16. Lessee to furnish and install the following equipment:
 Six (6) Alliance coin-operated commercial topload washers
 Three (3) Alliance coin-operated commercial stack dryers

 All equipment installed shall have the highest energy efficiency rating available.
17. This agreement consists of the cover page, each interior page, the signature page, and attachments and addendums, if any.

ACCEPTED: Date: June 20, 2009

Lessor: 7th Flooring Condominium **Lessee:** Aaxon Holdings Inc. DBA
18601 NE 14 Ave Aaxon Laundry Systems

By: [Signature] **By:** [Signature]

Title: President **Title:** president

Witness: [Signature] **Witness:** [Signature]

Witness: [Signature] **Witness:** [Signature]

ARL-#8-090108

ADDENDUM

Addendum to LAUNDRY SPACE LEASE between Aaxon Holdings, Inc. as Lessee and Seventh Moorings Condominium, Inc., as Lessor:

This Laundry Space Lease supersedes all previous agreements, including the Lease and Maintenance Rental Agreement executed between Lessor and Lessee.

ACCEPTED: Date: June 20, 2009

RENTER: Seventh Moorings Condominium, Inc.

COMPANY: Aaxon Holdings Inc. DBA
Aaxon Laundry Equipment

By: Nilda Rolon

By: [Signature]

Title: President

Title: president

Witness: Carol Schectman

Witness: Linsley Allen

Witness: Chantal Mirvick

Witness: [Signature]