

**CORPORATE OFFICE**

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Professional Laundry Systems

LEASE

THIS LEASE AGREEMENT is entered into this 9th day of June, 2000, by and between The Arthur K. Dick and Eva G. Dick Family Trust, (hereinafter referred to as "LESSOR"), and JETZ SERVICE CO., INC. (hereinafter referred to as "LESSEE"). Lessor by these premises does lease to Lessee, and Lessee does hereby accept the exclusive possession of the room or rooms, described below and located on the real property and improvement of 4 units located at 901 E. 13th St., Hutchinson, KS. Lessor warrants and represents that only -0- units are plumbed with their own washer or dryer connections.

1. **Representation of Owner or Agent.** Lessor does hereby warrant and represent that it is the owner of the property, or the authorized agent thereof, acting with full authority to enter into this agreement.

2. **Exclusive Use and Possession of Leased Premises.** Lessor hereby leases to the Lessee and Lessee hereby rents the following from the Lessor:

A. Approximately 80 square feet of usable area on the main floor(s) of apartment building(s) located upon the real property described on Exhibit A, attached hereto and made a part hereof, which is commonly known as the 901 E. 13th St. apartments at the following street address:

901 E. 13th St.
Hutchinson, KS

B. This lease includes the exclusive use and possession of the laundry facility, together with free ingress and egress thereto for Lessee and its customers twenty-four (24) hours a day, seven (7) days a week.

3. **Term.** The primary term of this lease shall be for seven (7) year(s) from the date of installation of laundry equipment. This lease shall be automatically renewed for successive periods of time as above specified in this section unless canceled by either party by written notice to the other by certified mail to the appropriate address specified herein received at least one hundred eighty (180) days prior to the expiration of the then existing term. In any event the Lessee is hereby given a right of first refusal to meet any competitive bid to continue providing laundry service if this lease is not renewed and Lessor agrees to provide Lessee with a complete copy of any competitive bid which it is willing to accept. Lessee shall have thirty (30) days to agree to provide services on the terms of such competitive bid. Time is of the essence of this lease.

4. **Rent.** Lessee shall retain the first \$ 38.00 per month (\$ 19.00 x 2 machines) or 50 %, whichever is greater, of the gross receipts taken from the aforesaid machines during the term of this lease. The balance to be paid to Lessor as rent, after deduction from such rent of any taxes attributable to the laundry operations or income at the leased premises such as gross receipts, sales, use or other such tax. Lessee shall permit Lessor to have a representative present when collections are made from machines, provided Lessor notifies Lessee in writing of such request. **Base amount to be adjusted to C.P.I. annually.**

5. **Equipment.** Lessee will be permitted to place personal property and equipment in the leased premises, and the title to such property shall remain at all times that of the Lessee, and at the conclusion of the term of this lease, or any renewal thereof, Lessee will be permitted to remove such personal property and equipment which is remaining on the leased premises.

6. **Insurance.** Lessee agrees to maintain throughout the term of this Agreement general liability insurance covering the described leased premises for bodily injury and property damage in a combined primary and excess amount of not less than \$2,000,000 for each occurrence with a \$2,000,000 annual aggregate. Lessee further agrees to hold the Lessor harmless for claims of liability caused by any negligent act of the Lessee on the leased premises. Lessee does not assume responsibility for any injury, loss or damage caused by equipment tampering, vandalism, acts of God or other occurrences beyond Lessee's control.

7. **Waiver of Subrogation.** Lessor and Lessee mutually waive any and every claim which arises or may arise in its favor and against the other during the term of this lease for any and all loss or damage to real or personal property which is covered by valid and collectible property insurance policies, to the extent that this waiver loss or damage is recoverable under said insurance policies. Lessor and Lessee agree to provide notice of such to each insurance company issuing any policies on property subject to this agreement so as to prevent the invalidation of such insurance by reason of this waiver.

8. **Utilities and Maintenance.** Lessor does hereby agree that it will provide all utility and venting service necessary for proper operation and maintenance of the laundry equipment which the Lessee deems fit to place within the leased premises; that the Lessee hereby grants to Lessor, as part of said lease, the right to come on to the premises to perform all necessary janitorial and maintenance services for the leased premises, including but not limited to maintaining the leased premises in good repair and cleanliness. The Lessee shall not be responsible for property damage or personal injury due to lack of or inadequacy of a floor drain in the leased premises.

9. Home Office Approval. This lease, and any modification and/or addendum(s) to this lease, shall require written approval of Lessee's Home Office before becoming effective, and shall immediately become effective upon such approval, with or without notification to Lessor.

10. Non-Competition Clause. Lessor agrees that during the life of this lease, Lessor shall not furnish, provide, lease, rent or in any manner cause to be installed or enter into any agreement with any one other than Lessee to furnish, provide, lease, rent or in any manner cause to be installed washers and/or dryers in any of the rental units or any other location at the 901 E. 13th St. Apartments, without the express written consent of Lessee. The provisions of this paragraph shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of Lessor.

No water softener

11. Laundry Maintenance. During the term of this lease, Lessor shall provide to Lessee all utilities including hot and cold water systems, ~~water softener~~ and maintain all other systems within the leased premises, keeping them in good repair and in a neat and orderly condition, free of litter or dirt so as to be attractive to Lessor's tenants and Lessee's customers. In the event Lessor shall fail to provide such services, Lessee may but shall not be obligated to provide the same and in the event Lessee provides such services it may deduct any and all necessary costs or expenses associated therewith from sums due Lessor hereunder.

12. Lease and Not a License. This lease shall be construed in all respects as a lease and not a license and the parties agree that their relationship is that of landlord and tenant under the laws of the State of Kansas. Venue for any legal proceedings shall be in Shawnee County, Kansas. This lease or a memorandum thereof may be recorded at Lessee's expense in the Land Records of the jurisdiction where the leased premises are located.

13. All Locations. Both parties to this agreement agree that this Lease will apply to all locations and addresses generally associated with this project.

14. Attorney Fees. In addition to any other remedy Lessee may have under this Lease, if Lessee incurs any expense, including reasonable attorneys fees, by reason of the default or breach of this Lease by Lessor, Lessee shall be entitled to recover such expense.

15. Covenants Running with the Property. The provisions of this agreement shall be covenants running with the ownership of the real property described on Exhibit A and shall be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, executors, administrators, successors, or assigns including, without limitation, any person or entity who shall obtain ownership of the real property by assignment, contract for sale, warranty deed, quit claim deed, or by operation of law through a judicial foreclosure or bankruptcy sale.

16. Entire Agreement. This agreement contains the entire agreement of the parties. There are no representations, warranties, or agreements other than those expressly set forth herein. No other agreement, representations or warranty and no modification or waiver thereof shall be binding unless reduced to writing and signed by both parties.

LESSEE: JETZ SERVICE CO., INC.

LESSOR:

BY: *Joualee W. Sommer*

BY: The Arthur K. Dick and Eva G. Dick Family Trust
Owner

APPROVED BY HOME OFFICE

BY: *[Signature]*

BY: *Arthur K. Dick*

Trustee
Title of Authorized Agent

Lessee's Mailing Address
Jetz Service Co., Inc.
901 NE River Road
Topeka, KS 66616

PAY RENT TO:
NAME: The Arthur K. Dick and Eva G. Dick Family
Mailing Address: Trust % Arthur Dick
315 W. 6th Ave., Buhler, KS 67522