

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

D.S. Ridgeside, Inc., Brendon Park Associates, LLC, D.S. Poplar Village, Inc., Windover DE, LLC, and South Wind Apartments, LLC, individually and on behalf of all similarly-situated entities,

Plaintiffs,

v.

CSC ServiceWorks, Inc., individually and as successor to Coinmach Corporation, Mac-Gray Services, Inc., and Mac-Gray Services, LLC, as a subsidiary of Coinmach Corporation

Defendants.

Civil No.: _____

CLASS ACTION COMPLAINT

CLASS ACTION COMPLAINT

INTRODUCTION

1. Plaintiffs D.S. Ridgeside, Inc., Brendon Park Associates, LLC, D.S. Poplar Village, Inc., Windover DE, LLC, and South Wind Apartments, LLC (collectively, “Plaintiffs”) bring this lawsuit on behalf of themselves and all similarly situated entities for breach of leases pursuant to Rule 23 of the Federal Rules of Civil Procedure against CSC ServiceWorks, Inc., individually and as successor in interest to Coinmach Corporation (collectively “CSC ServiceWorks”), and Mac-Gray Services, Inc. (“Mac-Gray Services”).

2. Defendants have breached their Leases¹ (“Leases”) with Plaintiffs and all other CSC ServiceWorks’ and Mac-Gray Services’ lessors in the State of Tennessee (the “Class” or

¹ “Leases” also include Laundry Room Lease Agreements or other similarly titled agreements entered into between CSC ServiceWorks and Mac-Gray Services with similarly situated entities to Plaintiffs.

“Class Members”), by unilaterally modifying its Leases and deducting a 9.75% Administrative Fee (hereinafter “Administrative Fee”) from its rental obligations owed to Plaintiffs and Class Members.

3. Neither Plaintiffs nor the Class Members agreed to pay this Administrative Fee and this Administrative Fee was never included in the terms of the Leases with CSC ServiceWorks or Mac-Gray Services.

PARTIES

PLAINTIFFS

4. Plaintiff D.S. Ridgeside, Inc. (“Ridgeside”) is a Tennessee corporation having its principal place of business in Tennessee. Ridgeside owns Ridgeside Apartments at 6320 Hixson Pike, in Hixson, Tennessee.

5. Plaintiff Brendon Park Associates, LLC (“Brendon Park”) is a Tennessee limited liability company having its principal place of business in Tennessee. Brendon Park owns Brendon Park Apartments located at 9123 Grayland Drive in Knoxville, Tennessee.

6. Plaintiff D.S. Poplar Village, Inc. (“Poplar Village”) is a Tennessee corporation having its principal place of business in Tennessee. Poplar Village owns the Poplar Village apartment complex located at 1414 Poplar Avenue in Murfreesboro, Tennessee.

7. Plaintiff Windover DE, LLC (“Windover”) is a Delaware limited liability company having its principal place of business in Tennessee. Windover owns Windover Apartments complex located at 301 Cheshire Drive in Knoxville, Tennessee. Windover DE, LLC is the successor to Windover, LLC.

8. Plaintiff South Wind Apartments, LLC (“South Wind”) is a Tennessee limited liability company having its principal place of business in Tennessee. South Wind owns South

Wind Apartments at 549 Southwinds Drive, Franklin, Tennessee. South Wind Apartments, LLC is the successor to G&I IV South Wind, LP.

DEFENDANTS

9. Defendant CSC ServiceWorks, Inc. (“CSC ServiceWorks”) is a Delaware corporation authorized to and doing business in many states, including Tennessee. CSC ServiceWorks’ corporate headquarters is located at 303 Sunnyside Boulevard, Suite 70, Plainview, New York 11803. CSC ServiceWorks also maintains an office at 800 Longview Road, Knoxville, Tennessee 37115.

10. CSC ServiceWorks can be served through its registered agent, CT Corporation System located at 300 Montvue Road, Knoxville, Tennessee 37919-5546.

11. CSC ServiceWorks is a successor to Coinmach Corporation (“Coinmach”), a Delaware corporation that was authorized to do business in many states, including Tennessee.

12. Defendant Mac-Gray Services, Inc. (“Mac-Gray Services”) is a Delaware corporation authorized to and doing business in many states, including Tennessee. Mac-Gray Services’ corporate headquarters is located at 303 Sunnyside Boulevard, Suite 70, Plainview, New York 11803.

13. Mac-Gray Services can be served through its registered agent, Corporation Services Company located at 2908 Poston Avenue, Tennessee 37203-1312.

14. On its website, CSC ServiceWorks describes itself as follows:

With over one million machines in service, CSC ServiceWorks is the leading provider of multifamily residential and commercial laundry solutions, as well as tire inflation and vacuum vending services at convenience stores and gas stations alike nationwide.

Our family of companies includes: Coinmach, Mac-Gray, Air Valet, Appliance Warehouse, ASI Campus Laundry Solutions, Super Laundry, Kwik Wash, SDi Laundry Solutions, AIR-serv and Sparkle Solutions.

United, our companies are comprised of over 3,000 dedicated CSC ServiceWorks professionals throughout the United States, Canada and Europe.

JURISDICTION AND VENUE

15. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332 as the parties are citizens of different states and the amount in controversy exceeds \$75,000.

16. This Court has specific, personal jurisdiction over Defendants because: a) Defendants purposefully conducted activities in the Middle District of Tennessee (and throughout the State of Tennessee) and this litigation resulted from leases Defendants entered into in the Middle District of Tennessee (and throughout the State of Tennessee); b) Defendants purposefully availed themselves of the privilege of conducting business in the Middle District of Tennessee by entering into Leases with Tennessee citizens; c) Defendants' contacts in the Middle District of Tennessee have a substantial enough connection to make this Court's exercise of jurisdiction over them reasonable; and d) Defendants have consented to this Court's exercise of jurisdiction in accordance with the terms of certain Leases.

17. Venue is proper in the Middle District of Tennessee under 28 U.S.C. §1391.

FACTUAL ALLEGATIONS

18. Plaintiff Ridgeside entered into a Lease with CSC ServiceWorks, Inc. on February 9, 2016. A true and correct copy of the Lease is attached as **Exhibit A**.

19. The Lease attached as **Exhibit A** is for a seven-year term and commenced on April 20, 2016, or the date of installation of Equipment as defined in the Lease. See **Exhibit A**.

20. The Lease sets forth the financial arrangements between Ridgeside and CSC ServiceWorks. Specifically, Paragraph 1 of the Lease attached as **Exhibit A** states: "Lessee

[CSC ServiceWorks, Inc.] will pay as rent to Lessor [Ridgeside] 50% of the gross collected revenues per month from the Equipment less: refunds to users, credit/debit card fees, any applicable local, state and/or federal sales, use, occupational, mercantile, excise, stamp, rental and/or personal property tax and/or license fee, any and all taxes and/or fees attributable to or assessed against the Equipment or services rendered in relation to the Equipment other than taxes or fees based solely on Lessee's net income or net worth and any expenses attributable to vandalism. Rent shall be paid monthly to the address specified in the Notices section of this Lease. On-site counting will be provided, at Lessor's request, at a charge of 5% of collection."

See **Exhibit A, Para. 1.**

21. Additionally, Paragraph 5 of the Lease attached as **Exhibit A** provides, in relevant part: "Lessor agrees that in the event the Equipment is vandalized or subjected to theft or attempted theft, Lessee may repair the Equipment and deduct the cost of such repairs from the rent provided that Lessor is notified in advance of the cost of such repairs. In addition, Lessee may notify Lessor in writing of the problem and recommend prevention measures; in the event Lessor does not substantially complete prevention measures with 15 days of such written notice, Lessee may terminate the lease. In no event shall the Lessee be deemed to have committed a breach hereunder unless it shall have written notice of Equipment, service or repair problems and shall have had a reasonable opportunity to cure same. Notwithstanding the foregoing, Lessor shall bear no responsibility or liability for any maintenance, damage, or loss of Equipment." See

Exhibit A, Para. 5.

22. Paragraph 9 of the Lease attached as **Exhibit A** states: "In the event any action is instituted to enforce any provision of this Lease, the prevailing party shall be entitled to reasonable attorney fees, court costs and expenses." See **Exhibit A, Para. 9.**

23. The Lease attached as **Exhibit A** is a valid contract that was entered into between parties capable of contracting and contained mutual obligations and valid consideration.

24. Plaintiff Brendon Park entered into a Lease with Mac-Gray Services, Inc. on June 12, 2013. A true and correct copy of this Lease is attached as **Exhibit B**.

25. The Lease attached as **Exhibit B** is for a seven-year term that commenced on July 12, 2013, or the date of installation of Equipment as defined in the Lease. See **Exhibit B**.

26. The Lease sets forth the financial arrangements between Brendon Park and Mac-Gray Services. Specifically, Paragraph 3 of the Lease attached as **Exhibit B** states: “Lessee [Mac-Gray Services, Inc.] agrees to pay Lessor [Brendon Park] as rent (the “Rent”) from the income of the Equipment, Monthly in arrears, an amount equal to: 55% of revenue, paid Monthly, less cost of 50% credit/debit card transaction processing fees, refunds, expenses attributable to vandalism on the Equipment, 50% of internet air card charges for change point system. Lessor agrees that Lessee shall have the right to determine the amount of Equipment to be installed and the price of each machine cycle.” See **Exhibit B, Para. 3** (emphasis in original).

27. Paragraph G under General Terms and Conditions of Lease attached as **Exhibit B** states: “In the event of a material breach of the Lease by either party, the non-breaching party shall be entitled to declare the Lease terminated and shall be entitled to recover damages, including but not limited to incidental and consequential damages the non-breaching party may be entitled to recover. Failure to exercise this provision shall not constitute a waiver of either party’s causes of action under this Lease or otherwise. The prevailing party shall be entitled to recover all costs and reasonable attorney’s fees incurred to enforce the Lease.” See **Exhibit B, Para. G under General Terms and Conditions** (emphasis in original).

28. The Lease attached as **Exhibit B** is a valid contract that was entered into between parties capable of contracting and contained mutual obligations and valid consideration.

29. Plaintiff Poplar Village entered into a Lease with CSC Serviceworks, on May 10, 2016. A true and correct copy of this Lease is attached as **Exhibit C**.

30. The Lease attached as **Exhibit C** is for a seven-year term that commenced on June 1, 2016, or the date of installation of Equipment as defined in the Lease. *See* **Exhibit C**.

31. The Lease sets forth the financial arrangements between Poplar Village and CSC Serviceworks. Specifically, Paragraph 1 of the Lease attached as **Exhibit C** states: “Lessee [CSC Serviceworks, Inc.] will pay rent to Lessor [D.S. Poplar Village, Inc.] 50% of the gross collected revenues per month from the Equipment less: refunds to users, any applicable local, state and/or federal sales, use, occupational, mercantile, excise, stamp, rental and/or personal property tax and/or license fee, any and all taxes and/or fees attributable to or assessed against Equipment or services rendered in relation to the Equipment other than taxes or fees based solely on Lessee’s net income or net worth and any expenses attributable to vandalism. Rent shall be paid monthly to the address specified in the Notices section of this Lease. On-site counting will be provided, at Lessor’s request, at a charge of 5% of collection.” *See* **Exhibit C, Para. 1**.

32. Additionally, Paragraph 5 of the Lease attached as **Exhibit C** provides, in relevant part: “Lessor agrees that in the event the Equipment is vandalized or subjected to theft or attempted theft, Lessee may repair the Equipment and deduct the cost of such repairs from the rent provided that Lessor is notified in advance of the cost of such repairs. In addition, Lessee may notify Lessor in writing of the problem and recommend prevention measures; in the event Lessor does not substantially complete prevention measures with 15 days of such written notice, Lessee may terminate the lease. In no event shall the Lessee be deemed to have committed a

breach hereunder unless it shall have written notice of Equipment, service or repair problems and shall have had a reasonable opportunity to cure same. Notwithstanding the foregoing, Lessor shall bear no responsibility or liability for any maintenance, damage, or loss of Equipment.” See **Exhibit C, Para. 5.**

33. Paragraph 9 of the Lease attached as **Exhibit C** states: “In the event any action is instituted to enforce any provision of this Lease, the prevailing party shall be entitled to reasonable attorney fees, court costs and expenses.” See **Exhibit C, Para. 9.**

34. The Lease attached as **Exhibit C** is a valid contract that was entered into between parties capable of contracting and contained mutual obligations and valid consideration.

35. Plaintiff Windover entered into a Lease with Mac-Gray Services, Inc. on April 18, 2013. A true and correct copy of this Lease is attached as **Exhibit D.**

36. The Lease attached as **Exhibit D** is for a seven-year term that commenced on May 18, 2013, or the date of installation of Equipment as defined in the Lease. See **Exhibit D.**

37. The Lease sets forth the financial arrangements between Windover and Mac-Gray Services. Specifically, Paragraph 1 of the Lease attached as **Exhibit D** states: “Lessee [Mac-Gray Services, Inc.] will pay as rent to Lessor [Windover] 50% of the gross collected revenues per month from the Equipment less: refunds to users, any applicable local, state and/or federal sales, use, occupational, mercantile, excise, stamp, rental and/or personal property tax and/or license fee, any and all taxes and/or fees attributable to or assessed against Equipment or services rendered in relation to the Equipment other than taxes or fees based solely on Lessee’s net income or net worth and any expenses attributable to vandalism. Rent shall be paid monthly to the address specified in the Notices section of this Lease. On-site counting will be provided, at Lessor’s request, at a charge of 5% of collection.” See **Exhibit D, Para. 1.**

38. Additionally, Paragraph 5 of the Lease attached as **Exhibit D** provides, in relevant part: “Lessor agrees that in the event the Equipment is vandalized or subjected to theft or attempted theft, Lessee may repair the Equipment and deduct the cost of such repairs from the rent provided that Lessor is notified in advance of the cost of such repairs. In addition, Lessee may notify Lessor in writing of the problem and recommend prevention measures; in the event Lessor does not substantially complete prevention measures with 15 days of such written notice, Lessee may terminate the lease. In no event shall the Lessee be deemed to have committed a breach hereunder unless it shall have written notice of Equipment, service or repair problems and shall have had a reasonable opportunity to cure same. Notwithstanding the foregoing, Lessor shall bear no responsibility or liability for any maintenance, damage, or loss of Equipment.” *See **Exhibit D, Para. 5.***

39. Paragraph 9 of the Lease attached as **Exhibit D** states: “In the event any action is instituted to enforce any provision of this Lease, the prevailing party shall be entitled to reasonable attorney fees, court costs and expenses.” *See **Exhibit D.***

40. The Lease attached as **Exhibit D** is a valid contract that was entered into between parties capable of contracting and contained mutual obligations and valid consideration.

41. Plaintiff SouthWind entered into a Lease with Coinmach Corporation on October 10, 2011. A true and correct copy of this Lease is attached as **Exhibit E.**

42. The Lease attached as **Exhibit E** is for a seven-year term that commenced on December 5, 2011, or the date of installation of Equipment as defined in the Lease. *See **Exhibit E.***

43. The Lease sets forth the financial arrangements between SouthWind and Coinmach Corporation. Specifically, Paragraph 2 of the Lease attached as **Exhibit E** states:

“Lessee [Coinmach Corporation] will pay as rent for the Premises the sum of 40% of the all revenue Lessee earns from the Complex thereafter, less: refunds to users, any applicable local, state and/or federal sales, use, occupational, mercantile, excise, stamp, rental and/or personal property tax and/or license fee, any and all taxes and/or fees attributable to or assessed against the Equipment or services rendered in relation to the Equipment other than taxes or fees based solely on Lessee’s net income or net worth, any processing fees when applicable and any expenses directly attributable to vandalism. Rent shall be paid monthly in arrears by no later than the 10th day of each month to the address specified in the Notices section of this Lease. The percentage of commission by property will increase by .5% for every 5% increase in monthly income over an average monthly gross income of \$460.00, adjusted annually. On-site counting will be provided, at Lessor’s request, up to four times annually at no charge. If during the term of this Lease, vacancies on the fifteenth day of a calendar month exceed 13% or greater, Lessee may reduce the rent due by 10% of the monies. For every additional 10% in vacancies on the fifteenth day of a calendar month, Lessee may reduce the rent due by an additional 10% of the monies.” See **Exhibit E, Para. 2**.

44. Additionally, Paragraph 6 of the Lease attached as **Exhibit E** provides, in relevant part: “Lessor agrees that in the event the Equipment is vandalized or subjected to theft or attempted theft; Lessee may repair the Equipment and, after submitting to Lessor satisfactory evidence of the costs of the repairs due to the vandalism and that the such costs were paid by Lessee, deduct the cost of such repairs form the rent. In addition, Lessee may notify Lessor in writing of the problem and recommended prevention measures.” See **Exhibit E, Para. 6**.

45. Paragraph 15 of the Lease attached as **Exhibit E** states: “In the event of legal action or litigation by Lessor or Lessee, the prevailing party’s legal fees and expenses shall be immediately paid and reimbursed by the other party.” See **Exhibit E, Para. 15**.

46. The Lease attached as **Exhibit E** is a valid contract that was entered into between parties capable of contracting and contained mutual obligations and valid consideration.

47. On or around May 17, 2017, Mark Hjelle, the Chief Executive Officer of CSC ServiceWorks sent a letter to customers of CSC ServiceWorks and its subsidiaries, advising that CSC ServiceWorks, on behalf of itself and its subsidiaries, was unilaterally modifying the terms and conditions of the Leases it had entered into by imposing a 9.75% Administrative Fee that would be deducted from its customers’ gross collections. A copy of this letter is attached as **Exhibit F**.

48. In the letter dated May 17, 2017, Mr. Hjelle stated: “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.” See **Exhibit F**.

49. In the letter dated May 17, 2017, Mr. Hjelle also stated: “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/>. See **Exhibit F**.

50. In the next paragraph of the May 17, 2017 letter, Mr. Hjelle stated: “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.” See **Exhibit F**.

51. None of the Leases attached as **Exhibits A – E** contain language or terms permitting Defendants to unilaterally modify said Leases or the change the original terms of said Leases.

52. The Administrative Fee includes costs and items that Defendants are not permitted to deduct from Plaintiffs and Class Members pursuant to the terms of the Leases. Defendants have unilaterally changed the terms of its Leases with Plaintiffs and Class Members in order to pay its own costs.

53. Upon information and belief, CSC ServiceWork’s imposition of the Administrative Fee was done on behalf of itself and Mac-Gray Services.

54. The decision to unilaterally modify all Leases, and materially change the terms of same, was an intentional act by Defendants to breach the terms of the Leases Defendants entered into with Plaintiffs and Class Members.

55. Upon information and belief, Defendants knew they could not unilaterally modify the terms of the Leases they entered into, but opted to do so anyway, via the May 17, 2017 letter, in hopes no one would challenge this material breach.

56. The imposition of this 9.75% Administrative Fee was a unilateral change to the Leases in order to reduce payments under the revenue-sharing agreements entered into by the Plaintiffs and the Class Members as codified in the Leases.

57. Upon information and belief, CCS ServiceWorks sent out all the checks to its customers and the customers of Mac-Gray Services, pursuant to the terms of the Leases.

58. CSC ServiceWorks sent a check for \$1,465.79 dated October 12, 2017 to D.S. Ridgeside. According to the summary, the gross collection from July 24, 2017 through September 28, 2017 was \$3,312.81. CSC ServiceWorks assessed a 9.75% Administrative Fee over the gross collections in the amount of \$323.00, and then evenly divided the net commission between CSC ServiceWorks and D.S. Ridgeside. A copy of this check and summary is attached as **Exhibit G**.

59. The assessment of the 9.75% Administrative Fee violates the terms and conditions of the Lease CSC ServiceWorks entered into with D.S. Ridgeside.

60. CSC ServiceWorks sent a check for \$694.30 dated July 13, 2017 to Brendon Park Associates for the collection period of May 28, 2017 to June 25, 2017 in which the 9.75% Administrative Fee was assessed. According to the summary, the gross collection from May 28, 2017 through June 25, 2017 was \$1,402.95. A 9.75% Administrative Fee over the gross collections in the amount of \$140.59 was assessed. A copy of this summary is attached as **Exhibit H**.

61. The assessment of the 9.75% Administrative Fee violates the terms and conditions of the Lease Mac-Gray Services, Inc. entered into with Brendon Park Associates.

62. CSC ServiceWorks sent a check for \$608.45 dated October 12, 2017 to Poplar Village for the collection period of August 27, 2017 through September 24, 2017 in which the

9.75% Administrative Fee was assessed. According to the summary, the gross collection from August 27, 2017 through September 24, 2017 was \$1,348.35. A 9.75% Administrative Fee over the gross collections in the amount of \$131.46 was assessed. A copy of this summary is attached as **Exhibit I.**

63. The assessment of the 9.75% Administrative Fee violates the terms and conditions of the Lease CSC Serviceworks, Inc. entered into with Poplar Village.

64. CSC ServiceWorks sent a check for \$931.65 dated October 12, 2017 to Windover LLC c/o Windover Apts for the collection period of August 27, 2017 through September 24, 2017 in which the 9.75% Administrative Fee was assessed. According to the summary, the gross collection from August 27, 2017 through September 24, 2017 was \$2,097.84. A 9.75% Administrative Fee over the gross collections was assessed in the amount of \$204.50. A copy of this summary is attached as **Exhibit J.**

65. The assessment of the 9.75% Administrative Fee violates the terms and conditions of the Lease Mac-Gray Services, Inc. entered into with Windover.

66. CSC ServiceWorks sent a check for \$327.09 dated December 29, 2017 to South Wind for the collection period of October 29, 2017 to November 26, 2017. According to the summary, the gross collection from October 29, 2017 through November 26, 2017 was \$915.77. A 9.75% Administrative Fee over the gross collections was assessed in the amount of \$89.29. A copy of this summary is attached as **Exhibit K.**

67. The assessment of the 9.75% Administrative Fee violates the terms and conditions of the Lease CSC Serviceworks, Inc. entered into with South Wind.

**CLASS ACTION ALLEGATIONS UNDER RULE 23 OF THE
FEDERAL RULES OF CIVIL PROCEDURE**

68. Plaintiffs repeat and incorporate by reference the allegations contained in Paragraphs 1-67 herein.

69. Plaintiffs bring this action on their own behalf and, pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of the following Class:

All Tennessee lessors who entered into lease agreements with CSC ServiceWorks, its subsidiaries and/or Mac-Gray Services, who were charged with a 9.75% Administrative Fee from gross collections by CSC ServiceWorks and/or Mac-Gray.

70. Plaintiffs are members of the Class they seek to represent.

71. The Class is sufficiently numerous that joinder of all Class Members is impractical, satisfying Fed. R. Civ. P. 23(a)(1).

72. All Class Members share the same pivotal questions of law and fact, thereby satisfying Fed. R. Civ. P. 23(a)(2). Specifically, all Class Members share the question of whether Defendants' actions of unilaterally imposing a 9.75% Administrative Fee which is automatically deducted from gross collections constitutes a breach of their lease agreements with Class Members.

73. Plaintiffs' claims are typical of the claims of the Class, thus satisfying Fed. R. Civ. P. 23(a)(3). Specifically, as evidenced by the May 17, 2017 letter attached as **Exhibit F**, Defendants unilaterally modified their Leases with Class Members by imposing a 9.75% Administrative Fee to be deducted from gross collections contrary to the terms and conditions of the Lease agreements they previously entered into with Class Members.

74. Plaintiffs will fairly and adequately represent and protect the interests of the Class. Further, Plaintiffs have retained competent counsel experienced in prosecuting class action cases, including consumer class action cases, thus satisfying Fed. R. Civ. P. 23(a)(4).

75. Defendants have acted on grounds that apply generally to the Class. Specifically, Defendants have unilaterally changed the terms of the Leases with Plaintiffs and Class Members by imposing the 9.75% Administrative Fee that is automatically deducted from the gross collection of revenues collected pursuant to said Leases. Defendants' conduct constitutes a material breach of the Leases between Defendants and Plaintiffs/Class Members. Defendants' illegal conduct continues, and will continue, unless enjoined by this Court. Based on the foregoing, final injunctive or corresponding declaratory relief is appropriate for the Class as a whole under Fed. R. Civ. P. 23(b)(2).

76. By unilaterally modifying their Leases with Class Members by imposing the 9.75% Administrative Fee that is automatically deducted from gross collections, Defendants have created a scenario where questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members. Thus, a class action is superior to other available methods for fair and efficient adjudication of this matter. Accordingly, Plaintiffs are entitled to pursue their claims as a class action, pursuant to Fed. R. Civ. P. 23(b)(3).

77. Upon information and belief, Defendants have assessed in excess of \$75,000 in Administrative Fees from Plaintiffs and Class Members after Defendants unilaterally modified the terms of their Leases.

CAUSE OF ACTION ONE:
(BREACH OF CONTRACT)

78. Plaintiffs repeat and incorporate by reference the allegations contained in Paragraphs 1-77 herein.

79. Plaintiffs bring this claim on behalf of themselves and all Class Members.

80. Plaintiffs and all Class Members entered into Leases with Defendants to supply laundry equipment to multi-family, condominium, and co-op properties across the country whereby Defendants agreed to provide the equipment for use in Plaintiffs' and Class Members' facilities in exchange for splitting the revenues generated from the equipment located at Plaintiffs' and Class Members' properties in accordance with the Leases between the parties.

81. The Leases were made between parties capable of contracting and contained mutual obligations and valid consideration.

82. Plaintiffs and Class Members have performed all conditions precedent, if any, required of them under the Leases.

83. Defendants failed to perform their obligations in accordance with the terms and conditions of the Leases agreements by unilaterally imposing a 9.75% Administrative Fee that has been automatically deducted from gross revenues in breach of the terms and conditions of the Leases previously entered into between the parties.

**CAUSE OF ACTION THREE:
(UNJUST ENRICHMENT)**

84. Plaintiffs repeat and incorporate by reference the allegations contained in Paragraphs 1-83 herein.

85. Defendants obligated to pay Plaintiffs and Class Members their share of the revenue generated at Plaintiffs' and Class Members' facilities pursuant to the Leases they entered into without the unilateral imposition of a 9.75% Administrative Fee.

86. Because of the wrongful activities described above, Defendants have retained money belonging to Plaintiffs and Class Members that it unjustly withheld.

87. Defendants were aware of and appreciated the benefits conferred upon it by Plaintiffs and Class Members.

CAUSE OF ACTION FOUR:
(DECLARATORY JUDGMENT)

88. Plaintiffs repeat and incorporate by reference the allegations contained in Paragraphs 1-87 herein.

89. Defendants have clearly breached the terms of the Leases with Plaintiffs and all Class Members. Under the facts and circumstances of this case as set forth herein, the Court should declare that these Leases were breached pursuant to 28 U.S.C. § 2201.

CAUSE OF ACTION FIVE:
(INJUNCTIVE RELIEF)

90. Plaintiffs repeat and incorporate by reference the allegations contained in Paragraphs 1-89 herein.

91. As stated above, Defendants are presently deducting a 9.75% Administrative Fee from gross revenues of Plaintiffs and Class Members in violation of the terms and conditions of the Leases they entered into with Plaintiffs and Class Members.

92. Unless Defendants are permanently enjoined and/or ordered by the Court to refrain from deducting this 9.75% Administrative Fee, Defendants will continue to violate the terms and conditions of the Leases they entered into with Plaintiffs and Class Members.

93. Defendant should be permanently restrained and enjoined from deducting this 9.75% Administrative Fee from monies due and owing to Plaintiffs and Class Members who have operative Leases that do not permit such a taking.

94. Plaintiffs respectfully request this Court to issue an order restraining Defendants from deducting this 9.75% Administrative Fee from monies due and owing to Plaintiffs and Class Members who have operative Leases that do not permit such a taking.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the Class, pray for the following relief:

- A. Acceptance of jurisdiction of this cause;
- B. Certification of this case as a class action under Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b)(2);
- C. In addition to or in the alternative, certification of this case as a class action maintained under Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b)(3);
- D. In addition to or in the alternative, certification of this case as a class action under Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(c)(4);
- E. Designation of Plaintiffs and representatives of the Class, and their counsel of record as Class counsel;
- F. A judgment against Defendants and in favor of Plaintiffs and Class Members for all monies impermissibly deducted by Defendants pursuant to the 9.75% Administrative Fee;
- G. An order requiring Defendants to disgorge their profits earned as a result of their wrongful conduct and ordering them to make a restitution to Plaintiffs and the Class Members for their unjust enrichment;
- H. A declaratory judgment that Defendants breached their Leases with Plaintiffs and Class Members by deducting the 9.75% Administrative Fee from the gross revenues collected;

I. An order enjoining Defendants from continuing to breach its Leases with Plaintiffs and Class Members by deducting the 9.75% Administrative Fee from the gross revenues collected;

J. Litigation costs, expenses, and Plaintiffs' attorneys' fees to the fullest extent permitted under the Leases;

K. Prejudgment interest to the fullest extent permitted under the law; and,

L. Such other, further legal and equitable relief that the Court may deem just and proper.

Submitted: February 7, 2018.

DICKINSON WRIGHT PLLC

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

D.S. Ridgeside, Inc., Brendon Park, Associates, LLC, D.S. Poplar Village, Inc., Windover DE, LLC, and South Wind, Apartments, LLC, individually and on, behalf of all similarly- situated entities

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

M. Reid Estes, Jr., Martin D. Holmes, Joshua L. Burgener, 424 Church St, Ste 800, Nashville, TN 37219 615-244-6538; Judith E. Beasley, 301 51st Ave. N. Nashville, TN 37209 (615) 244-6538

DEFENDANTS

CSC ServiceWorks, Inc., individually and as successor to Coinmach Corporation, Mac-Gray Services, Inc., and Mac-Gray Services, LLC, as a subsidiary of Coinmach Corporation

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Sec. 1332

Brief description of cause:
breach of leases under F.R.C.P. 23

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 02/05/2018 SIGNATURE OF ATTORNEY OF RECORD s/M. Reid Estes, Jr.

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

EXHIBIT A

LAUNDRY LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this 9th day of February 2016 by and between D.S. RIDGESIDE, INC. (hereinafter called "Lessor") the Owner or Authorized Agent for the Owner of the property commonly known as RIDGESIDE APARTMENTS (hereinafter called the "Complex"), located at 6320 HIXSON PIKE, HIXSON, TN 37343, and CSC SERVICeworks, INC. (hereinafter called "Lessee") located at 1216 Northgate Business Pkwy, Madison, TN 37115.

In consideration of the mutual covenants contained in this Lease, Lessor and Lessee agree as follows:

LEASE OF PREMISES. Lessor hereby leases to Lessee, on a sole and exclusive basis, and Lessee leases from Lessor the Premises, consisting of all laundry rooms and other facilities in the Complex used at any time for the installation and operation of laundry equipment (hereinafter called Equipment) for the use of the other Complex residents/tenants, for an initial Lease Term of 7 YEARS commencing on April 20, 2016 or the date of installation of the Equipment, whichever is later (the "Commencement Date"). Lessor agrees not to provide, rent, install or cause to be installed any Equipment in the Complex without express written consent of Lessee, including promotion of rental service companies. Lessor reserves the right to terminate this lease, in absence of a Lessee Default, upon a written 30 days' notice sent in accordance with Section 7 hereof to Lessee of its intention to terminate the Lease. Should Lessor terminate this Lease pursuant to this paragraph prior to the termination date, Lessor shall return to Lessee the amount of the Lease Bonus less the pro rata share for each full or partial month that the Lease was in effect.

1. **RENT.** Lessee will pay as rent to Lessor 50% of the gross collected revenues per month from the Equipment less: refunds to users, credit/debit card fees, any applicable local, state and/or federal sales, use, occupational, mercantile, excise, stamp, rental and/or personal property tax and/or license fee, any and all taxes and/or fees attributable to or assessed against the Equipment or services rendered in relation to the Equipment other than taxes or fees based solely on Lessee's net income or net worth and any expenses attributable to vandalism. Rent shall be paid monthly to the address specified in the Notices section of this Lease. On-site counting will be provided, at Lessor's request, at a charge of 5% of collections.
2. **LESSOR'S OBLIGATIONS.** Lessor agrees, at its own expense, to: provide and maintain all water, electricity, gas, sewage disposal facilities and connections necessary to safely operate the Equipment, to be solely responsible for maintaining the Premises which shall include the obligation to maintain the Premises in a safe and secure state, maintain proper ventilation, repair any damage caused by utility problems, Acts of God, vandalism or ordinary wear and tear, make the Premises accessible to users at all times in accordance with Lessor's usage policy for the Premises, maintain the Premises in conformity with local, state and federal law, and promptly notify Lessee if any of the Equipment ceases to function in a normal manner.
3. **LESSEE'S OBLIGATIONS.** Lessee agrees to install, maintain, service and repair such Equipment for the Premises as it shall solely and exclusively determine to be appropriate, to set rates for the services charged for the use of the Equipment, and to maintain reasonable amounts of general comprehensive and standard liability insurance. Prior to installing any Equipment on the Premises, Lessor shall provide Lessee with a certificate of insurance demonstrating that Lessee has been added as an additional named insured on Lessor's liability insurance policy and that such policy's limit is no less than \$1 Million.
4. **TERMINATION BY LESSEE.** Lessee may terminate this Lease in the event either: of vandalism, theft or attempted theft at the Premises which substantially affects Lessee's ability to perform its obligations under this Lease, or aggregate usage of the Equipment in any 3 consecutive months does not exceed an average of 2 cycles per machine per day.
5. **ADDITIONAL AGREEMENTS.** Lessor agrees that Lessee shall have exclusive and quiet use, possession and enjoyment of and access to the Premises at all times during the term of the Lease, acknowledge that the Equipment is and at all times will remain the property of Lessee, and agrees to take no action inconsistent therewith. Lessor agrees that in the event the Equipment is vandalized or subjected to theft or attempted theft, Lessee may repair the Equipment and deduct the cost of such repairs from the rent provided that Lessor is notified in advance of the cost of such repairs. In addition, Lessee may notify Lessor in writing of the problem and recommend prevention measures; in the event Lessor does not substantially complete prevention measures within 15 days of such written notice, Lessee may terminate the lease. In no event shall the Lessee be deemed to have committed a breach hereunder unless it shall have written notice of Equipment, service or repair problems and shall have had a reasonable opportunity to cure same. Notwithstanding the foregoing, Lessor shall bear no responsibility or liability for any maintenance, damage or loss of Equipment. This Lease shall be construed according to the laws of the state in which the Premises are located.
6. **SUCCESSION AND ASSIGNMENT.** This Lease shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs and personal representatives. This Lease shall survive any sale, assignment or other attempted or actual transfer of the Complex and Premises, and Lessor agrees prior to such sale, assignment or transfer (including foreclosure on a mortgage or deed of trust) to notify on writing any successor, assignee or

transferee of the existence and terms of this Lease and Lessee of such sale, assignment or transfer. Lessee may assign this Lease or its obligations under this Lease to any other person or entity, including subsidiaries and affiliates.

7. **NOTICES.** All notices required to be given under this Lease shall be deemed given if sent certified or registered U.S. mail, postage prepaid, return receipt requested, to the address contained indicated below or at such other address as a party may have designated in writing. Notice may be given in any reasonable manner provided it is promptly followed by written notice as specifies above. All notices specify in this Lease to follow written notice shall begin upon receipt by addressee of such written notice without regard to receipt of actual notice through any other means. All commission payments should be made payable to D.S. RIDGESIDE, INC. located at 6320 HIXSON PIKE ROAD, HIXSON, TN 37343.
8. **MISCELLANEOUS.** Lessee shall have the right to affix reasonable signs or other notices to the interior walls of the Premises and to the Equipment. The waiver of any covenant or condition by a party shall not be construed as a waiver of any current or subsequent breach of the same or any other covenant or condition nor of any right, remedy or cause of action by such party. This Lease shall be construed in all respects as a lease and not a license. This Lease, or a short form thereof, may be recorded among the land records of the jurisdiction where the Complex is located, the expense thereof to be borne by Lessee. Lessee agrees to subordinate this lease to the current and any future mortgages.
9. In the event any action is instituted to enforce any provision of this Lease, the prevailing party shall be entitled to reasonable attorney fees, court costs and expenses.
10. **LEASE BONUS.** (See Addendum A)

11. **EQUIPMENT.** Lessee will install 9 new Top Load washers and 9 new dryers.

12. **Vend Schedule:**

Initial: 1.75/1.75

13. **SUBORDINATION.** (a) This Lease is subordinate to the Lien of that Multifamily Deed of Trust, Absolute Assignment of Leases and Rents, and Security Agreement made as of the 31st day of March, 2015 (the "Security Instrument"), and any subsequent modifications thereto or other deeds of trust, with such subordination to be self-executing.

(b) The tenant will attorn to Lender, as defined in any such Security Agreement, and any purchaser at a foreclosure sale, such attornment to be self-executing and effective upon acquisition of title to the Mortgaged Property by any purchaser at a foreclosure sale or by Lender in any manner.

(c) The tenant agrees to execute such further evidences of attornment as Lender or any purchaser at a foreclosure sale may from time to time request.

(d) The tenant will, upon receipt of a written request from Lender following the occurrence of and during the continuance of an Event of Default, pay all Rents payable under the Lease to Lender.
14. The leased space may not be used or operated, in whole or in part, for any of the following:
(a) the operation of a so-called "head shop" or other business devoted to the sale of articles or merchandise normally used or associated with illegal or unlawful activities such as, but not limited to, the sale of paraphernalia used in connection with marijuana or controlled drugs or substances; (b) a gun shop, shooting gallery or firearms range; (c) a so-called massage parlor or any business which sells, rents or permits the viewing of so-called "adult" or pornographic materials such as, but not limited to, adult magazines, books, movies, photographs, sexual aids, sexual articles and sex paraphernalia; (d) any use involving the sale or distribution of any flammable liquids, gases or other Hazardous Materials; (e) an off-track betting parlor or arcade; (f) a liquor store or other establishment whose primary business is the sale of alcoholic beverages for off-site consumption; (g) a burlesque or strip club; or (h) any illegal activity.

[Remainder of this page blank]

✻

IN WITNESS WHEREOF, the parties hereto have, each by its authorized signatory, signed and executed this Lease as of the date first above written.

WITNESS OR ATTEST

Lisa Arington

LESSOR: D.S. RIDGESIDE, INC.
By: Freeman Webb Company, Realtors
Its: Managing Agent

BY: Julie Maynor
Regional Property Manager

Its: _____

WITNESS OR ATTEST

LESSEE: CSC SERVICEWORKS, INC.

BY: _____
Chuck Ross, Area Sales Manager

EXHIBIT B

LAUNDRY ROOM LEASE AGREEMENT

LESSEE: Mac-Gray Services, Inc.
Address: 404 Wyman Street
Waltham, MA 02451

LESSOR: BRENDON PARK ASSOCIATES, LLC
Address: 9123 Grayland Drive
Knoxville, TN 37923

Execution Date: 6/12/2013

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 Brendon Park Apartments located at 9123 Grayland Drive, Knoxville, TN 37923 containing 288 apartment or condominium units (the "Premises"). Lessor does hereby lease to the Lessee, and Lessee does hereby accept, exclusive possession of that part of the Premises, as set forth in the attached Schedule A (the "Leased Premises"). Lessee shall install, operate and maintain on the Leased Premises the following pay-per-use laundry equipment (the "Equipment"):

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Description</u>
6	New Maytag	Top Load	Washers
6	New Maytag	Front Load	Washers
6	New Maytag	Stack	Dryers (12 pockets)
1	ChangePoint	Systems	

Lessor warrants and represents that 69 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 7/12/2013 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, an amount equal to: 55% of revenue, paid Monthly, less cost of 50 % credit/debit card transaction processing fees, refunds, expenses attributable to vandalism on the Equipment, 50% of internet air card charges for change point system. Lessor agrees that Lessee shall have the right to determine the amount of Equipment to be installed and the price of each machine cycle.

4. 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 person the same or similar right in and to the Leased Premises or the Premises.

5. 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 arising from operation of the Leased Premises and shall furnish a certificate of insurance evidencing such coverage upon request by Lessor.

6. 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

7. Lessor agrees to execute an acknowledged and/or notarized Lease or form of notice of the Lease, as requested by Lessee. Such lease or notice of lease shall be executed in recordable form by Lessor and Lessee. 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).

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.

9. 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. Lessor 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.
- C. Lessor is responsible for the following related to the Leased Premises:
- Cleaning the Leased Premises and maintaining same in good condition and repair,
 - Providing electricity, plumbing, 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.
 - Ensuring that the Premises comply with all state, county or municipal building and safety codes including fire safety codes.
- 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 which includes gross revenue collection history by collection date, rent payment history by payment date, service history of Equipment by service date and key information about the Laundry Lease Agreement. In addition, providing Lessor a Web-based system for requesting a service call directly to Lessee's designated service technician and also providing Lessor with the option to receive an e-mail notification immediately after the service has been completed. Lessor may terminate the Agreement if these services are not provided within 30 days after the Commencement Date.
 - 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. 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, so that the number of units with individual hook-ups or permission to install equipment is greater than the 288 units described in Paragraph 1 of this Lease. 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 greater than the 288 units described in Paragraph 1 of the lease) 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. Lessor shall provide Lessee, when requested, with true and accurate information regarding the number of in-unit hook-ups of laundry equipment.
- F. If, in the sole 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 and Lessor under this Agreement shall cease.
- G. In the event of a material breach of the Lease by either party, the non-breaching party shall be entitled to declare the Lease terminated and shall be entitled to recover damages, including but not limited to incidental and consequential damages the non-breaching party may be entitled to recover. Failure to exercise this provision shall not constitute a waiver of either party's causes of action under this Lease or otherwise. The prevailing party shall be entitled to recover all costs and reasonable attorney's fees incurred to enforce the Lease.
- H. Either party may terminate this Agreement 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.

In the event this Lease is terminated, Lessee shall have the right to remove all of the Equipment and leasehold improvements which may have been installed, furnished or supplied by the Lessee, provided that such leasehold improvements are capable of being removed without damage to the Leased Premises. Lessee shall be entitled to a pro rata refund for any costs incurred by Lessee for immovable leasehold improvements and fixtures. The pro rata refund shall be determined by dividing the total cost of the leasehold improvement by the number of months of the Original

Term of the Lease, then multiplying the resulting amount by the number of months remaining on the Original Term. Immovable leasehold improvements shall include, but not be limited to, improvements to the venting system, improvements to the ceiling, floors and/or walls of the Leased Premises, painting improvements, and/or any electrical, plumbing, or other utility improvements paid for by Lessee. In the event that the Lease is terminated by Lessor pursuant to this paragraph, Lessee shall remove its equipment from the Premises with ten (10) business days of receipt of valid notice of Termination.

- I. Any notices concerning the Lease shall be sent by certified mail, return receipt requested, or via recognized overnight mail service, to the address shown on the first page of this Lease, or such other addresses 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. 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.
- M. This Lease is and shall be subject and subordinate at all times to (a) all ground leases or underlying leases that may now exist or hereafter be executed affecting either or both of the Premises and the Property and (b) any mortgage, deed to secure debt or deed of trust that may now exist or hereafter be placed upon, and encumber, any or all of (x) the Property; (y) any ground leases or underlying leases for the benefit of the Property; and (z) all or any portion of Landlord's interest or estate in any of said items. Tenant shall execute and deliver within ten (10) days of Landlord's request and in the form reasonably requested by Landlord (or its lender) any documents evidencing the subordination of this Lease. Tenant hereby covenants that Tenant shall attorn to any successor to Landlord.

AUTHORIZED SIGNATURES

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

LESSEE: Mac-Gray Services, Inc. (Corporate Office Approval)

LESSOR: BRENDON PARK ASSOCIATES, LLC

By: _____
Authorized Agent Date

By: [Signature]
Authorized Agent

Submitted to Corporate Office for Approval

Date: 7/10/2013

By: [Signature] 6-14-13
Sales Representative Date

Witness: [Signature]

Witness: [Signature]

EXHIBIT C

LAUNDRY LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this 10th day of May 2016 by and between D.S. POPLAR VILLAGE, INC. (hereinafter called "Lessor") the Owner or Authorized Agent for the Owner of the property commonly known as Poplar Village (hereinafter called the "Complex"), located at 1414 Poplar Ave Murfreesboro, TN 37129-2491, and CSC ServiceWorks, Inc. (hereinafter called "Lessee") located at 1216 Northgate Business Pkwy, Madison, TN 37115.

In consideration of the mutual covenants contained in this Lease, Lessor and Lessee agree as follows:

LEASE OF PREMISIS. Lessor hereby leases to Lessee, on a sole and exclusive basis, and Lessee leases from Lessor the Premises, consisting of all laundry rooms and other facilities in the Complex used at any time for the installation and operation of laundry equipment (hereinafter called Equipment) for the use of the other Complex residents/tenants, for an Initial Lease Term of 7 YEARS commencing on (June 1, 2016 or the date of installation of the Equipment, whichever is later (the "Commencement Date"). J. Lessor agrees not to provide, rent, install or cause to be installed any Equipment in the Complex without express written consent of Lessee, including promotion of rental service companies. Lessor reserves the right to terminate this lease, in absence of a Lessee Default, upon a written 30 days notice sent in accordance with Section 7 hereof to Lessee of its intention to terminate the Lease. Should Lessor terminate this Lease pursuant to this paragraph prior to the termination date, Lessor shall return to Lessee the amount of the Lease Bonus less the pro rata share for each full or partial month that the Lease was in effect.

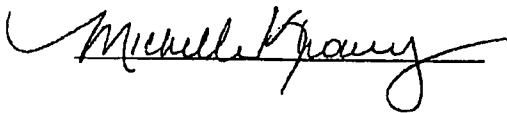
1. **RENT.** Lessee will pay as rent to Lessor 50% of the gross collected revenues per month from the Equipment less: refunds to users, any applicable local, state and/or federal sales, use, occupational, mercantile, excise, stamp, rental and/or personal property tax and/or license fee, any and all taxes and/or fees attributable to or assessed against the Equipment or services rendered in relation to the Equipment other than taxes or fees based solely on Lessee's net income or net worth and any expenses attributable to vandalism. Rent shall be paid monthly to the address specified in the Notices section of this Lease. On-site counting will be provided, at Lessor's request, at a charge of 5% of collections.
2. **LESSOR'S OBLIGATIONS.** Lessor agrees, at its own expense, to: provide and maintain all water, electricity, gas, sewage disposal facilities and connections necessary to safely operate the Equipment, to be solely responsible for maintaining the Premises which shall include the obligation to maintain the Premises in a safe and secure state, maintain proper ventilation, repair any damage caused by utility problems, Acts of God, vandalism or ordinary wear and tear, make the Premises accessible to users at all times in accordance with Lessor's usage policy for the Premises, maintain the Premises in conformity with local, state and federal law, and promptly notify Lessee if any of the Equipment ceases to function in a normal manner.
3. **LESSEE'S OBLIGATIONS.** Lessee agrees to install, maintain, service and repair such Equipment for the Premises as it shall solely and exclusively determine to be appropriate, to set rates for the services charged for the use of the Equipment, and to maintain reasonable amounts of general comprehensive and standard liability insurance. Prior to installing any Equipment on the Premises, Lessor shall provide Lessee with a certificate of insurance demonstrating that Lessee has been added as an additional named insured on Lessor's liability insurance policy and that such policy's limit is no less than \$1 Million.
4. **TERMINATION BY LESSEE.** Lessee may terminate this Lease in the event either: of vandalism, theft or attempted theft at the Premises which substantially affects Lessee's ability to perform its obligations under this Lease, or aggregate usage of the Equipment in any 3 consecutive months does not exceed an average of 2 cycles per machine per day.
5. **ADDITIONAL AGREEMENTS.** Lessor agrees that Lessee shall have exclusive and quiet use, possession and enjoyment of and access to the Premises at all times during the term of the Lease, acknowledge that the Equipment is and at all times will remain the property of Lessee, and agrees to take no action inconsistent therewith. Lessor agrees that in the event the Equipment is vandalized or subjected to theft or attempted theft, Lessee may repair the Equipment and deduct the cost of such repairs from the rent provided that Lessor is notified in advance of the cost of such repairs. In addition, Lessee may notify Lessor in writing of the problem and recommend prevention measures; in the event Lessor does not substantially complete prevention measures within 15 days of such written notice, Lessee may terminate the lease. In no event shall the Lessee be deemed to have committed a breach hereunder unless it shall have written notice of Equipment, service or repair problems and shall have had a reasonable opportunity to cure same. Notwithstanding the foregoing, Lessor shall bear no responsibility or liability for any maintenance, damage or loss of Equipment. This Lease shall be construed according to the laws of the state in which the Premises are located.
6. **SUCCESSION AND ASSIGNMENT.** This Lease shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs and personal representatives. This Lease shall survive any sale, assignment or other attempted or actual transfer of the Complex and Premises, and Lessor agrees prior to such sale, assignment

or transfer (including foreclosure on a mortgage or deed of trust) to notify on writing any successor, assignee or transferee of the existence and terms of this Lease and Lessee of such sale, assignment or transfer. Lessee may assign this Lease or its obligations under this Lease to any other person or entity, including subsidiaries and affiliates.

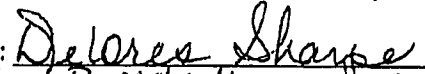
- 7. NOTICES. All notices required to be given under this Lease shall be deemed given if sent certified or registered U.S. mail, postage prepaid, return receipt requested, to the address contained indicated below or at such other address as a party may have designated in writing. Notice may be given in any reasonable manner provided it is promptly followed by written notice as specifies above. All notices specifies in this Lease to follow written notice shall begin upon receipt by addressee of such written notice without regard to receipt of actual notice through any other means. All commission payments should be made payable to **D.S. POPLAR VILLAGE, INC.** located at 1414 Poplar Ave Murfreesboro, TN 37129-2491.
- 8. MISCELLANEOUS. Lessee shall have the right to affix reasonable signs or other notices to the interior walls of the Premises and to the Equipment. The waiver of any covenant or condition by a party shall not be construed as a waiver of any current or subsequent breach of the same or any other covenant or condition nor of any right, remedy or cause of action by such party. This Lease shall be construed in all respects as a lease and not a license. This Lease, or a short form thereof, may be recorded among the land records of the jurisdiction where the Complex is located, the expense thereof to be borne by Lessee. Lessee agrees to subordinate this lease to the current and any future mortgages. Lessee agrees to execute an estoppel agreement within ten (10) days of request of mortgagor or its lender, in such form as may be required by lender.
- 9. In the event any action is instituted to enforce any provision of this Lease, the prevailing party shall be entitled to reasonable attorney fees, court costs and expenses.
- 10. LEASE BONUS. (See Addendum A)
- 11. EQUIPMENT. Lessee will install 1 new Front Load card ready washer, 7 new Top Load card ready washers, 4 new stack card ready dryers (total 8 pockets) and keep existing Add Value Unit.
Vend Schedule:
Initial: 1.75/1.75

IN WITNESS WHEREOF, the parties hereto have, each by its authorized signatory, signed and executed this Lease as of the date first above written.

WITNESS OR ATTEST



LESSOR: D.S. POPLAR VILLAGE, INC.

BY: 
Regional Property Manager (for)
By: Freeman Webb Companies, Realtors
Its: Managing Agent

5-12-16

WITNESS OR ATTEST

LESSEE: CSC ServiceWorks, Inc.

BY: 
Chuck Ross, Area Sales Manager

EXHIBIT D

34348
CTO 50179

LAUNDRY LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this 18th day of April 2013 by and between Windover, LLC (hereinafter called "Lessor") the Owner or Authorized Agent for the Owner of the property commonly known as Windover Apartments (hereinafter called the "Complex"), located at 301 Cheshire Drive, Knoxville, TN 37919, and Mac-Gray Services, Inc., A Delaware Corporation (hereinafter called "Lessee") located at 404 Wyman Street, Ste 400, Waltham, MA 02451.

In consideration of the mutual covenants contained in this Lease, Lessor and Lessee agree as follows:

LEASE OF PREMISIS. Lessor hereby leases to Lessee, on a sole and exclusive basis, and Lessee leases from Lessor the Premises, consisting of all laundry rooms and other facilities in the Complex used at any time for the installation and operation of laundry equipment (hereinafter called Equipment) for the use of the other Complex residents/tenants, for an initial Lease Term of 7 YEARS commencing on [May 18, 2013 or the date of installation of the Equipment, whichever is later (the "Commencement Date").]. Lessor agrees not to provide, rent, install or cause to be installed any Equipment in the Complex without express written consent of Lessee, including promotion of rental service companies. Lessor reserves the right to terminate this lease, in absence of a Lessee Default, upon a written 30 days notice sent in accordance with Section 7 hereof to Lessee of its intention to terminate the Lease. Should Lessor terminate this Lease pursuant to this paragraph prior to the termination date, Lessor shall return to Lessee the amount of the Lease Bonus less the pro rata share for each full or partial month that the Lease was in effect.

1. **RENT.** Lessee will pay as rent to Lessor 50% of the gross collected revenues per month from the Equipment less: refunds to users, any applicable local, state and/or federal sales, use, occupational, mercantile, excise, stamp, rental and/or personal property tax and/or license fee, any and all taxes and/or fees attributable to or assessed against the Equipment or services rendered in relation to the Equipment other than taxes or fees based solely on Lessee's net income or net worth and any expenses attributable to vandalism. Rent shall be paid monthly to the address specified in the Notices section of this Lease. On-site counting will be provided, at Lessor's request, at a charge of 5% of collections.
2. **LESSOR'S OBLIGATIONS.** Lessor agrees, at its own expense, to: provide and maintain all water, electricity, gas, sewage disposal facilities and connections necessary to safely operate the Equipment, to be solely responsible for maintaining the Premises which shall include the obligation to maintain the Premises in a safe and secure state, maintain proper ventilation, repair any damage caused by utility problems, Acts of God, vandalism or ordinary wear and tear, make the Premises accessible to users at all times in accordance with Lessor's usage policy for the Premises, maintain the Premises in conformity with local, state and federal law, and promptly notify Lessee if any of the Equipment ceases to function in a normal manner.
3. **LESSEE'S OBLIGATIONS.** Lessee agrees to install, maintain, service and repair such Equipment for the Premises as it shall solely and exclusively determine to be appropriate, to set rates for the services charged for the use of the Equipment, and to maintain reasonable amounts of general comprehensive and standard liability insurance. Prior to installing any Equipment on the Premises, Lessor shall provide Lessee with a certificate of insurance demonstrating that Lessee has been added as an additional named insured on Lessor's liability insurance policy and that such policy's limit is no less than \$1 Million.
4. **TERMINATION BY LESSEE.** Lessee may terminate this Lease in the event either: of vandalism, theft or attempted theft at the Premises which substantially affects Lessee's ability to perform its obligations under this Lease, or aggregate usage of the Equipment in any 3 consecutive months does not exceed an average of 2 cycles per machine per day.
5. **ADDITIONAL AGREEMENTS.** Lessor agrees that Lessee shall have exclusive and quiet use, possession and enjoyment of and access to the Premises at all times during the term of the Lease, acknowledge that the Equipment is and at all times will remain the property of Lessee, and agrees to take no action inconsistent therewith. Lessor agrees that in the event the Equipment is vandalized or subjected to theft or attempted theft, Lessee may repair the Equipment and deduct the cost of such repairs from the rent provided that Lessor is notified in advance of the cost of such repairs. In addition, Lessee may notify Lessor in writing of the problem and recommend prevention measures; in the event Lessor does not substantially complete prevention measures within 15 days of such written notice, Lessee may terminate the lease. In no event shall the Lessee be deemed to have committed a breach hereunder unless it shall have written notice of Equipment, service or repair problems and shall have had a reasonable opportunity to cure same. Notwithstanding the foregoing, Lessor shall bear no responsibility or liability for any maintenance, damage or loss of Equipment. This Lease shall be construed according to the laws of the state in which the Premises are located.
6. **SUCCESSION AND ASSIGNMENT.** This Lease shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs and personal representatives. This Lease shall survive any sale, assignment or other attempted or actual transfer of the Complex and Premises, and Lessor agrees prior to such sale, assignment

or transfer (including foreclosure on a mortgage or deed of trust) to notify on writing any successor, assignee or transferee of the existence and terms of this Lease and Lessee of such sale, assignment or transfer. Lessee may assign this Lease or its obligations under this Lease to any other person or entity, including subsidiaries and affiliates.

- 7. **NOTICES.** All notices required to be given under this Lease shall be deemed given if sent certified or registered U.S. mail, postage prepaid, return receipt requested, to the address contained indicated below or at such other address as a party may have designated in writing. Notice may be given in any reasonable manner provided it is promptly followed by written notice as specifies above. All notices specifies in this Lease to follow written notice shall begin upon receipt by addressee of such written notice without regard to receipt of actual notice through any other means. All commission payments should be made payable to Windover, LLC located at 301 Cheshire Drive, Knoxville, TN 37919.
- 8. **MISCELLANEOUS.** Lessee shall have the right to affix reasonable signs or other notices to the interior walls of the Premises and to the Equipment. The waiver of any covenant or condition by a party shall not be construed as a waiver of any current or subsequent breach of the same or any other covenant or condition nor of any right, remedy or cause of action by such party. This Lease shall be construed in all respects as a lease and not a license. This Lease, or a short form thereof, may be recorded among the land records of the jurisdiction where the Complex is located, the expense thereof to be borne by Lessee. Lessee agrees to subordinate this lease to the current and any future mortgages.
- 9. In the event any action is instituted to enforce any provision of this Lease, the prevailing party shall be entitled to reasonable attorney fees, court costs and expenses.
- 10. **LEASE BONUS.** (See Addendum A)
- 11. **EQUIPMENT.** Lessee will install 20 new Maytag Top Load washers and 20 new Maytag dryer pockets. Lessee will install 4 ChangePoint Laundry Centers with 4 air cards. Mac-Gray will pay monthly costs for 2 air cards and Freeman Webb will pay monthly costs for 2 air cards.
Vend Schedule: Windover, LLC
Initial: 1.75/1.75 *mge*

IN WITNESS WHEREOF, the parties hereto have, each by its authorized signatory, signed and executed this Lease as of the date first above written.

WITNESS OR ATTEST

(+) *Kathy*

~~LESSOR: Windover, LLC~~

~~BY: _____ (for)~~

~~By: Freeman Webb Companies, Realtors
Its: Managing Agent~~

⊕ *By: Mary J. Pessier*

ITS: District Property Manager

WITNESS OR ATTEST

Vince Unbehaved

LESSEE: Mac-Gray Services, Inc.,
A Delaware Corporation

BY: *Chuck Ross*
Chuck Ross, District Sales Manager

EXHIBIT E



THIS LEASE AGREEMENT, entered into this 10th day of October 2011 by and between G&I IV South Wind LP, ("Lessor"), the Owner/Authorized Agent for the property located at 549 Southwinds Drive, Franklin, Tennessee 37064 and commonly known as South Wind Apartments ("Complex"), and COINMACH CORPORATION ("Lessee"), located at 13157 Middletown Industrial Blvd., Suite A, Louisville, KY 40223.

In consideration of mutual covenants contained in this Lease, Lessor and Lessee agree as follows:

1. **LEASE OF PREMISES.** Lessor hereby leases to Lessee, on a sole and exclusive basis, and Lessee leases from Lessor the Premises, consisting of all laundry rooms in the Complex at any time for the installation and operation of laundry equipment ("Equipment") for the use of the Complex residents/tenants, for a Lease Term of Seven (7) Years from (12/15/11), to be completed by Lessee prior to the parties signing this agreement based on the installation date. Lessor agrees not to provide, rent, install, or cause to be installed any Equipment in the Complex without the expressed written consent of Lessee. This Lease shall automatically renew for successive thirty day terms unless either party gives written notice ninety (90) days notice prior to its expiration.

2. **RENT.** Lessee will pay as rent for the Premises the sum of 40% of the all revenue Lessee earns from the Complex thereafter, less: refunds to users, any applicable local, state and/or federal sales, use, occupational, mercantile, excise, stamp, rental and/or personal property tax and/or license fee, any and all taxes and/or fees attributable to or assessed against the Equipment or services rendered in relation to the Equipment other than taxes or fees based solely on Lessee's net income or net worth, any processing fees when applicable and any expenses directly attributable to vandalism. Rent shall be paid monthly in arrears by no later than the 10th day of each month to the address specified in the Notices section of this Lease. The percentage of commission by property will increase by .5% for every 5% increase in monthly income over an average monthly gross income of \$460.00, adjusted annually. On-site counting will be provided, at Lessor's request, up to four times annually at no charge. If during the term of this Lease, vacancies on the fifteenth day of a calendar month exceed 13% or greater, Lessee may reduce the rent due by 10% of the monies. For every additional 10% in vacancies on the fifteenth day of a calendar month, Lessee may reduce the rent due by an additional 10% of the monies.

3. **LESSOR'S OBLIGATIONS.** Lessor agrees, at its own expense, to: provide and maintain all water, electricity, gas and sewage disposal facilities and connections necessary to safely operate the Equipment and shall be responsible for all utility cost and to be solely responsible for maintaining the Premises which shall include the obligation to maintain the Premises in a safe, clean and secure state, maintain proper ventilation, repair any damage caused by utility problems, Acts of God, vandalism or ordinary wear and tear, make the Premises accessible to users at all reasonable times, maintain the Premises in conformity with local, state and federal law, and promptly notify Lessee if any of the Equipment ceases to function in a normal manner. In the event, Lessor fails to maintain water, electricity, gas and sewage disposal facilities, Lessee may notify Lessor in writing sent by Certified mail of said unsatisfactory conditions. Lessor will correct or make a reasonable attempt to correct said unsatisfactory conditions within ten (10) working days or Lessee may reduce the rent by 10%. Lessor shall not be liable for any interruption in utility service or failure to maintain the Premises in accordance with this Lease due to circumstances outside of Lessor's control.

4. **LESSEE'S OBLIGATIONS.** Lessee agrees to install service, repair and replace all Equipment for the Premises so that Premises are maintained with up to date machines in good operating condition, and to set the rates for the services charged for use of the Equipment as mutually agreed upon with Lessor. Lessee agrees to maintain insurance coverage in accordance with the terms and limits set forth in Exhibit A.

5. **TERMINATION BY LESSEE.** Lessee may terminate this Lease in the event either: of repeated vandalism, theft, or attempted theft at the Premises which substantially affects Lessee's ability to perform its obligations under this Lease, or aggregate usage of the Equipment in any 3 consecutive months does not exceed an average of 2 cycles per machine per day. Lessee shall provide Lessor a sixty (60) day written notice of Lessee's intent to exercise its right to terminate this Agreement under Section 5 within seven (7) business days after a termination condition has arisen.

6. **ADDITIONAL AGREEMENTS.** Lessor agrees that Lessee shall have exclusive and quiet use, possession and enjoyment of and access to the Premises at all reasonable times during the term of this Lease, acknowledges that the Equipment is and at all times will remain the property of Lessee, and agrees to take no action inconsistent therewith. Lessor agrees that in the event the equipment is vandalized or subjected to theft or attempted theft; Lessee may repair the Equipment and, after submitting to Lessor satisfactory evidence of the costs of the repairs due to the vandalism and that the such costs were paid by Lessee, deduct the cost of such repairs from the rent. In addition, Lessee may notify Lessor in writing of the problem and recommended prevention measures.

7. **SUCCESSION AND ASSIGNMENT.** This Lease shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs and personal representatives. This Lease shall survive any sale, assignment, or other attempted or actual transfer of the Complex and Premises, and Lessor agrees concurrent with such sale, assignment or transfer (including foreclosure on a mortgage or deed of trust) to notify in writing any successor, assignee or transferee of the existence of this Lease.



Lessee may assign this Lease or its obligations under this Lease to any other person or entity wholly owned by Lessee, including subsidiaries and affiliates.

8. NOTICES. All notices required to be given under this Lease shall be deemed given if sent by certified or registered U.S. mail, postage prepaid, return receipt requested, to the address contained at the beginning of this Lease or at such other address as a party may have designated in writing. Notice may be given in any reasonable manner provided it is promptly followed by written notice as specified above. All periods specified in this Lease to follow written notice shall begin upon receipt by addressee of such written notice without regard to receipt of actual notice through any other means. All monthly commission payments should be made payable to Lessor located at: 549 Southwinds Drive, Franklin, Tennessee 37064, Reflecting Tax ID Number: 20-2033109 (W-9 attached)

9. MISCELLANEOUS. Lessee only with the permission of Lessor reserves the right to affix reasonable signs or other notices to the walls and Equipment. The waiver of any covenant or condition by a party shall not be construed as a waiver of any current or subsequent breach of the same of any other covenant or condition, nor of any right, remedy or cause of action by such party. This lease shall be construed in all respects as a lease and not a license. A Lease Memorandum may be recorded among the land records of the jurisdiction where the Complex is located, the expense thereof to be borne by Lessee. Upon the termination or expiration of this Lease, Lessee shall within seven (7) business days thereafter remove the Lease Memorandum from the land records at Lessee's sole cost and expense.

10. Intentionally Deleted.

11. By *[insert date]*, Lessee will install a new Wireless Card System, Five (5) New, Top Loading Speed Queen Washers and Five (5) New Speed Queen Dryers in the laundry facility. After the first year of the lease, new Front Loading Washers may be installed at a new rate to be mutually determined/agreed to by Lessee and Lessor.

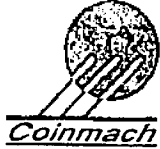
12. TERMINATION BY LESSOR. Lessor may terminate this Lease if Lessee is in default of any obligation under this Lease for more than 30 days after notice from Lessor. It is mutually understood and agreed that if Lessee fails to properly maintain the Equipment in good working order, Lessor may notify Lessee in writing by certified mail, return receipt requested, specifically outlining the problem. Lessee shall respond to Lessor outlining its course of action within forty-eight (48) hours of receipt of notification of the problem. If, after five (5) days, Lessee fails to perform or to repair normal equipment malfunctions, Lessor shall have the right to give Lessee thirty (30) days written notice, via certified mail, of cancellation of this lease for failure to perform as termination with cause. Any piece of equipment that requires service in excess of three (3) times within a thirty (30) day period will be replaced with a like machine in proper working order. Lessor may cancel this lease at any time with 90 days notice given that the Lessee is entitled to recover a sum of money Equal to thirty percent of the Lessee's share of the laundry revenues for the balance of the term of the lease based on the highest previous three month period of collections and the unamortized portion of the lease bonus. Lessor may also terminate this Lease if the Complex is all or substantially damaged and Lessor elects not to restore the Complex provided Lessor pays to Lessee the unamortized portion of the Lease bonus.

13. The residents of the property shall have free ingress and egress to the Leased Premises no less than twelve (12) hours a day (not to include the hours between 10:00 p.m. to 7:00 a.m. the following day), seven days a week or as mutually agreed upon.

14. Waiver; Indemnity. Neither party shall be liable to the other party's employees, agents, invitees, licensees or visitors, or to any other person for an injury to property on or about the Premises caused by any act or omission of the other party, its agents, servants or employees, or by any other person entering upon the Premises under the express or implied invitation by the other party. Each party agrees to indemnify and hold the other party harmless for any and all loss, reasonable attorney's fees, expenses and claims arising out of any claim not covered by the foregoing sentence arising from such party's employees, agents or contractors.

15. In the event of legal action or litigation by Lessor or Lessee, the prevailing party's legal fees and expenses shall be immediately paid and reimbursed by the other party.

16. Insurance Requirements. See Exhibit A



IN WITNESS WHEREOF, the parties hereto have, each by its authorized signatory signed and executed this lease as of the date first written above.

LESSOR: G&I IV South Wind LP, a Delaware limited partnership

Federal Tax I.D. #20-2033109
Name reflecting Tax I.D.#
G&I IV South Wind LP
Lessor is: Individual X Partnership
Corporation LLC

By: G&I IV South Wind LLC
a Delaware limited liability company
its General Partner

By: G&I IV Investment South Wind Corp.
a Delaware corporation
Its Managing Member

By: Jean Marie Apruzzese
(Signature of Owner or Agent)
Jean Marie Apruzzese
(Print Name)
Vice President
(Title)

If Agent, Print Name & Address

Witness: [Signature]
Witness: [Signature]

Before me the undersigned appeared JEAN MARIE APRUZZESE (Lessor), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed, before me in the County of KINGS State of NEW YORK, on this 13th day of OCTOBER 2011.

Notary Signature Stella Lee-Montes My Commission Expires: 9/22/2015

STELLA LEE-MONTES
Notary Public, State of New York
No. 01E6098035
Qualified in Kings County
Commission Expires 09/22/2015

Witness: [Signature]
Witness: [Signature]

LESSEE: COINMACH CORPORATION
BY: [Signature]

Before me the undersigned appeared Coinmach Corp. (Lessee) known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed, before me in the County of Jefferson State of Nebraska, on this 16 day of December 2011.

Notary Signature [Signature] My Commission Expires: 09/29/2013

EXHIBIT F

303 Sunnyside Blvd (Suite 70)
Plainview, NY 11803



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,

Mark Hjelle
Chief Executive Officer

EXHIBIT G

CSC SERVICEWORKS
3201 W ROYAL LANE
SUITE 100
IRVING, TX 75063



Location: 0272 0277
Check #: 12200042
Check Date: 10/12/2017
Check Amount: \$1,465.79



001207 R3N3T2A
D.S. RIDGESIDE INC
DBA RIDGESIDE
6320 HIXSON PIKE ROAD
HIXSON TN 37343



Summary

Gross Collection		3,312.81
Adjustments to Collections	323.00-	
Net Collection		2,989.81
Gross Commission		1,494.91
Adjustments to Commission	29.12-	
Net Commission		1,465.79
Collection Period		
Account # 027 0272 0277 RIDGESIDE APTS		
PERIOD 07/24/17 TO 09/28/17		3,312.81

Adjustment Details

Affecting Gross Collections		
ADMINISTRATIVE FEE	323.00-	
Total	323.00-	

Adjustment Details

Questions: Call 877-385-0834 or email commissioninquiry@cscserviceworks.com
www.cscserviceworks.com

PLEASE DETACH BEFORE DEPOSITING CHECK

SHADED AREA MUST GRADUALLY CHANGE FROM BLUE AT TOP TO GREEN AT BOTTOM

CSC SERVICEWORKS 3201 W ROYAL LANE SUITE 100 IRVING, TX 75063		Region: 27 Location: 0272 0277 Check Date: 10/12/2017 Check Number: 12200042
Pay Exactly **One Thousand Four Hundred Sixty-Five and 79/100 -US Dollars**		Amount \$****1,465.79
TO THE ORDER OF D.S. RIDGESIDE INC DBA RIDGESIDE 6320 HIXSON PIKE ROAD HIXSON TN 37343		VOID OVER \$1,465.79
WELLS FARGO BANK, N.A.		 Authorized Signer

⑈00 1 2 20004 2⑈ ⑆04 1 2038 24⑆968 145 108 5⑈

EXHIBIT H

EXHIBIT I

Poplar

CSCA
SERVICES



ORDER REFERENCE
15000000000000000000
10/12/2017
10/12/2017
10/12/2017

Location 0272 051
Check # 2200148
Check Date 10/12/2017
Check Amount \$608.45



Summary

Gross Collection		1,348.35
Adjustments to Collections		
Net Collection	131.46	1,216.89
Net Commission		608.45

Collection Period
 Account # 027 0272 051 / POPLAR VILLAGE APIS
 PERIOD 08/27/17 TO 09/24/17
 1,348.35

Adjustment Details
 Adjusting Gross Collections
 ADMINISTRATIVE FEE
 Total
 131.46
 131.46

ORDER REFERENCE CHECK

ORDER REFERENCE CHECK

EXHIBIT J

DA1304

4.833

CSC SERVICEWORKS
1201 W ROYAL LANE
SUITE 100
IRVING, TX 75063



Page 1 of 2

Location: 0272 0370
Check #: 12200089
Check Date: 10/12/2017
Check Amount: \$931.65



001209 R3N3T2A
WINDOVER LLC
C/O WINDOVER APTS
301 CHESHIRE DR
KNOXVILLE TN 37919



Summary

<hr/>		
Gross Collection		2,097.84
Adjustments to Collections	204.54-	
Net Collection		1,893.30

Gross Commission		946.65
Adjustments to Commission	15.00-	
Net Commission		931.65

Collection Period		
Account # 027 0272 0370 WINDOVER APTS		
PERIOD 08/27/17 TO 09/24/17		2,097.84

Adjustment Details		
Affecting Gross Collections		
ADMINISTRATIVE FEE	204.54-	
Total	204.54-	

Adjustment Details

Questions: Call 877-385-0834 or email commissioninquiry@cscserviceworks.com
www.cscserviceworks.com

PLEASE DETACH BEFORE DEPOSITING CHECK

EXHIBIT K

CSC SERVICEWORKS
3281 W ROYAL LAKE
SUITE 100
IRVING, TX 75063



Location: 0271 1026
Check #: 12314276
Check Date: 12/29/2017
Check Amount: \$327.09



003484 R3N4T2A
G&I SOUTH WIND LP
C/O SOUTH WIND APTS
549 SOUTHWINDS DR
FRANKLIN TN 37064



Summary

Gross Collection		915.77
Adjustments to Collections	89.29-	
Net Collection		826.48
Gross Commission		330.59
Adjustments to Commission	3.50-	
Net Commission		327.09
Collection Period		
Account # 027 0271 1026 SOUTH WIND APTS		
PERIOD 10/29/17 TO 11/26/17		915.77

Adjustment Details
Affecting Gross Collections
ADMINISTRATIVE FEE
Total

89.29-
89.29-

Adjustment Details

Questions: Call 977-385-8834 or email commissioninquiry@cscserviceworks.com
www.cscserviceworks.com

PLEASE DETACH BEFORE DEPOSITING CHECK

SHADED AREA MUST GRADUALLY CHANGE FROM BLUE AT TOP TO GREEN AT BOTTOM

CSC SERVICEWORKS 3281 W ROYAL LAKE SUITE 100 IRVING, TX 75063		Region: 27 Location: 0271 1026 Check Date: 12/29/2017 Check Number: 12314276
Pay Exactly	Three Hundred Twenty Seven and 09/100 US Dollars	Amount \$327.09
TO THE ORDER OF	G&I SOUTH WIND LP C/O SOUTH WIND APTS 549 SOUTHWINDS DR FRANKLIN TN 37064	VOID OVER \$327.09
WELLS FARGO BANK, N.A.		

⑈0012314276⑈ ⑆041203824⑆9681451085⑈

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Tennessee Real Estate Cos. Claim CSC ServiceWorks, Mac-Gray Imposed Unlawful Administrative Fees](#)
