



**Department of
Housing Preservation
& Development**

Nyc.gov/hpd

Office of Asset & Property
Management
Division of Housing
Supervision
100 Gold Street
New York, N.Y. 10038

ADOLFO CARRIÓN, JR.
Commissioner

JULIE WALPERT
Assistant Commissioner

June 29, 2023

Scott M. Smiler, Esq.
Gallet Dreyer & Berkey, LLP
845 Third Avenue, 5th Floor
New York, NY 10022

Re: Masaryk Towers Corporation
Automatic Industries, Inc.
Laundry License Agreement

Dear Mr. Smiler:

HPD has reviewed the laundry license agreement between Masaryk Towers Corporation and Automatic Industries, Inc. The laundry license agreement is approved for the terms set forth in the agreement, and for the upgrading and replacing with new the existing laundry room equipment.

If you have any questions, please call HPD's Portfolio Analyst Mariel Javier at 212-863-5841 or by email at JavierMa@hpd.nyc.gov.

Sincerely,

Carl Hicks – Director
Mitchell-Lama Portfolio

cc: Julie Walpert
Peter Donohue
Mariel Javier
Board of Directors
Mitch Magidson



LAUNDRY LICENSE AGREEMENT

THIS LAUNDRY LICENSE AGREEMENT (this "Agreement") made as of the 20th day of April, 2023, by and between MASARYK TOWERS CORPORATION, a New York corporation with its principal office located at 61 Columbia Street, New York, New York 10002 (the "Licensor"), and AUTOMATIC INDUSTRIES, INC., a New York corporation, having its principal office at 19 West Columbia Street, Hempstead, New York 11550 (the "Licensee").

Licensor is the owner of a residential apartment complex consisting of six (6) residential buildings commonly known as 65-67 Columbia Street, 71-73 Columbia Street, 77-79 Columbia Street, 81 Columbia Street, 85 Columbia Street and 87-89 Columbia Street, New York, New York 10002 (collectively, the "Premises"), with an area in each building designated for laundry facilities (collectively, the "Laundry Room").

W I T N E S S E T H

In consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

1. This Agreement shall become effective as of the date this Agreement is signed by both parties and approved by the New York City Department of Housing Preservation & Development ("HPD") (the "Effective Date") and shall remain in full force and effect from the Effective Date through and including a term of ten (10) years commencing on the first day of the month after the Start Date (as defined below), unless terminated earlier in accordance with the terms hereof.
2. Licensee hereby acknowledges that Licensor is terminating its laundry license with its existing vendor and will notify Licensee as to the effective date of said termination (the "Termination Date"). Licensee hereby agrees to cooperate with Licensor and its existing vendor in coordinating the existing vendor's removal of its laundry equipment from the Premises with the installation contemplated by this Agreement. Licensor represents that the agreement with the existing laundry vendor (SEBCO) has expired and it does not contain any automatic renewal or right of first refusal provisions. The parties agree that the Licensor shall not be obligated to order any laundry equipment until Licensee's receipt of the following (i) a written notice of termination has been sent to the current vendor and a copy has been sent to Licensee; and (ii) written confirmation that HPD and the New York City Housing Development Corporation ("HDC") have approved this Agreement.
3. Immediately after the existing vendor's laundry equipment is removed from the Laundry Room, provided Licensee receives at least thirty (30) calendar days prior written notice of the date the existing vendor is removing its laundry equipment (the "Removal Date"), Licensee shall, at its sole cost and expense, commence and complete within fifteen (15) business days thereafter (the "Outside Date"), the installation of the laundry equipment, as described in Paragraph 6 herein (the "Initial Installation").

Prior to being permitted access under this Agreement to the Laundry Room to perform the Initial Installation, Licensee shall provide Licensor with a copy of its insurance policy(ies), or at Licensor's option, certificates thereof, in the amounts and coverage required in Paragraph 20, issued by insurance companies licensed to do business in the State of New York and reasonably acceptable to Licensor; together with evidence that the same has been paid in full, as well as copies of endorsements evidencing that (i) Licensor and its then managing agent are named as additional insured HPD, HDC, and the City of New York; (ii) Licensee's insurance is provided on a primary and non-contributory; (iii) Licensee's policies contain a waiver of subrogation in favor of Licensor; and (iv) each additional insured shall be entitled to not less than thirty (30) calendar days prior written notice of the effectiveness of any change in or cancellation of the required coverage. Licensee shall, as Licensor may from time to time request, provide evidence of insurance in compliance with this Agreement. In the event of the failure of Licensee to furnish such insurance policy(ies), endorsements, certificates of insurance and/or proof of payment in full after ten (10) calendar days' written notice to Licensee and failure to cure, or in the event said insurance shall be cancelled for any reason, Licensor shall have the right, but not the obligation, to procure such insurance and charge the cost thereof to Licensee.

The Initial Installation shall be performed in a workmanlike manner and Licensee shall use all reasonable efforts to minimize interference with, and disturbance to, the operations of Licensor and any other tenants or occupants of the building. Licensee shall remove all of its debris and clean the common areas of the Laundry Room at the end of each work day during the course of the Initial Installation. All work on the Initial Installation will be performed Monday to Friday between the hours of 8:00 a.m. and 4:00 p.m., except legal and building holidays, and at such other times as may be expressly agreed upon by the parties. No work is to be performed on the weekends or legal or building holidays without the prior written consent of Licensor. Notwithstanding the foregoing, work which creates or could create substantial and/or disturbing noise, and the use of noise producing tools and/or equipment, shall be limited to the hours between 9:00 a.m. and 4:00 p.m., Monday through Friday. The date that the Initial Installation is completed, as approved by Licensor, shall be referred to as the "Start Date" and in furtherance thereof, the parties shall execute and exchange a written confirmation of the actual Start Date for their respective files.

4. During the term of this Agreement, Licensee shall have the sole and exclusive right to install, operate and maintain card-metered laundry equipment in the Laundry Room but shall not have the exclusive use of the Laundry Room which shall also be available to Licensor, as may be necessary.

5. Intentionally omitted.

6. Licensee shall furnish and install in the Laundry Room, at its sole cost and expense, the following brand-new energy-efficient laundry equipment:

- a. 65 Columbia Street – Compass Pro – six (6) 20lb. washers; one (1) 30lb. washer; one (1) 45lb. washer; and five (5) drying tumblers.
- b. 77 Columbia Street – Compass Pro – six (6) 20lb. washers; one (1) 30lb. washer; one (1) 45lb. washer; and six (6) drying tumblers.
- c. 85 Columbia Street – Compass Pro – four (4) 20lb. washers; one (1) 30lb. washer; one (1) 45lb. washer; and five (5) drying tumblers.
- d. 81 Columbia Street – Compass Pro – four (4) 20lb. washers; one (1) 30lb. washer; one (1) 45lb. washer; and five (5) drying tumblers.
- e. 71 Columbia Street – Compass Pro – six (6) 20lb. washers; one (1) 30lb. washer; one (1) 45lb. washer; and five (5) drying tumblers.
- f. 87 Columbia Street – Compass Pro – six (6) 20lb. washers; one (1) 30lb. washer; one (1) 45lb. washer; and six (6) drying tumblers.

Upon installation, the initial vending rates shall be as follows: the 20lb. washers will remain at \$2.00 per cycle; the 30lb. washers will be at \$2.50 per cycle; the 45lb. washers will be \$3.25 per cycle; and the dryers will be \$2.00 per 30 minute cycle with the option to extend the drying time at a cost of \$0.25 increments for every additional five (5) minutes.

Two (2) “smart card” systems, i.e., two (2) Value Transfer Machines (“VTMs”) used to transfer the amount of cash value purchased to a computer chip on a smart card and the necessary individual smart card readers on each washer and dryer mentioned above. The VTMs shall be able to dispense additional smart cards and shall be compatible for both cash and credit/debit card transactions. The VTMs shall be installed in the lobby of the Management Office.

1,107 smart cards, each pre-valued with Five Dollars and Zero Cents (\$5.00) per card.

Licensee shall replace the smart cards at a cost of Five Dollars and Zero Cents (\$5.00) per card.

7. Licensee shall not, without the prior written consent of Licensor: (i) reduce the number of washing machines and dryers in the Laundry Room; (i) change the washing cycle of the washing machines and the drying cycle of the drying machines; (iii) increase the metering charges; and/or (iv) increase the price of the smart card replacement costs.

The installation, operation and maintenance of the laundry equipment shall be in accordance with the requirements of the Fire and Health Codes of the City of New York, and all other applicable laws, ordinances and regulations of any governmental or quasi-governmental

authority or department having or asserting jurisdiction thereover. Except as otherwise expressly set forth herein, Licensee shall be responsible for obtaining and keeping in full force and effect, at its sole cost and expense, all certificates, licenses and/or permits that may be required by any governing agency or department having jurisdiction over the lawful operation of the laundry equipment. Licensee shall be solely responsible for removing any violations (pre-existing violations excluded) which relate to the installation, operation, maintenance, repair, replacement and removal of the laundry equipment and/or use of the Laundry Room. Licensor shall be responsible for compliance with all laws, rules, codes, and regulations to maintain (but not to operate) the Laundry Room and to obtain or amend, if required, any permits, approvals or certificates of occupancy to maintain (but not to operate) the Laundry Room. Licensor shall be responsible for installing, maintaining and/or upgrading any sprinkler systems, backflow prevention devices and floor drains, and to ensure that the Laundry Room is handicap compliant or accessible in accordance with applicable law. Licensor shall be responsible for satisfaction of any violations or orders of any governmental or quasi-governmental agency having or asserting jurisdiction over the Laundry Room issued for failure to comply with the above requirements and for the payment of any fines issued in connection therewith, except if such non-compliance was caused by Licensee's actions and/or inactions. The terms of this Paragraph 7 shall survive the termination, expiration or cancellation of this Agreement.

8. Licensee shall provide Licensor with a decorating allowance in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) which shall be paid in installments as set forth below (the "Allowance"). All installments of the Allowance shall be non-refundable in the event this Agreement is terminated as a result of Licensee's default. If this Agreement is terminated as a result of Licensor's default through no fault of Licensee, or in the event the Agreement is cancelled by or at the direction of HPD and/or HDC pursuant to the Rider, the Allowance shall be prorated and proportionately refunded to Licensee. The Allowance shall be paid in ten (10) equal annual installment payments of Ten Thousand Dollars and Zero Cents (\$10,000.00), with the first installment payment due upon the Start Date, and with each subsequent installment payment due upon each anniversary of the Start Date. Licensee's failure to timely pay Licensor each installment payment shall be a material breach of this Agreement.

In consideration of the terms of this Agreement and the license(s) granted hereunder, Licensee shall pay to Licensor, monthly, on the fifteenth day of every month during the term of this Agreement, commencing with the Start Date, Nine Thousand Eight Hundred Dollars and Zero Cents (\$9,800.00) per month (the "License Fee"). In the event that the Start Date shall occur on a date other than the first day of the month, Licensee's first month's License Fee payment to Licensor shall be prorated. Notwithstanding anything contained herein to the contrary, Licensee shall be entitled during the term of this Agreement to receive as minimum compensation each month after the payment of the License Fee, a sum equal to the price of one (1) washing cycle per installed washer and one (1) complete drying cycle per installed dryer for each day of the month (the "Minimum Compensation"). In the event the Minimum Compensation is not realized in any month during the term of this Agreement, the monthly License Fee paid to Licensor during that particular month, may be reduced by the amount necessary to provide Licensee with the Minimum

Compensation. In such event, Licensee shall provide proof of revenues received for the particular month.

9. In the event any payment due by Licensee under this Agreement is unpaid for five (5) calendar days, after email notice to Licensee as follow: Denisethewash@aol.com, then Licensee shall pay to Licensor (without further notice or demand) a late charge of three percent (3%) of such unpaid amount (but not less than Fifty Dollars and Zero Cents (\$50.00)) per month. The terms of this Paragraph 9 shall survive the termination, expiration or cancellation of this Agreement.

10. Intentionally omitted.

11. Licensee shall, during the term of this Agreement and at its sole cost and expense, inspect the laundry equipment at least two (2) times per month and shall maintain and service the laundry equipment twenty-four (24) hours, six (6) days a week, (Sunday and holidays excluded) so that the laundry equipment shall at all times be in good working order. Licensor shall notify Licensee, orally and/or in writing, in the event any of the laundry equipment needs servicing, repairing or replacement. All services, repairs or replacements shall commence by Licensee within twenty-four (24) hours (excluding severe weather conditions or other circumstances beyond the reasonable control of Licensee) after Licensee's receipt of the service call, and shall be satisfactorily completed within a reasonable time thereafter.

12. All maintenance will be in accordance with, or exceed, the manufacturer's recommendations. Licensee shall supply all materials necessary to maintain the laundry equipment and all appurtenances thereto (including the VTMs and any other coin or card-operated devices, receptacles and metering devices) in a clean and efficient state of operation at all times, and shall replace any defective parts. Replacement parts, when available, shall be brand-new parts which have never been previously used and shall be those supplied by the manufacturer of the respective laundry equipment. Licensee shall, at its sole cost and expense, replace all necessary parts when required and shall promptly repair, or replace if required, any laundry equipment which fail to function properly. When necessary, Licensee, with all due dispatch, shall replace existing laundry equipment with a like model at least equal in quality, size and make to the laundry equipment being replaced.

13. Licensee shall keep computer records of all repairs, maintenance and service on each piece of laundry equipment including the number of days each piece of laundry equipment is inoperable. Such records shall be made available to Licensor upon request.

14. Intentionally deleted.

15. Should any laundry equipment fail to operate for the same malfunction four (4) times within any sixty (60) calendar day period (the "Replacement Threshold"), provided that such failure is not caused by user error, vandalism by the agents, servants or employees of Licensor or

residents, damage caused by roaches or rodents, or the interruption or failure of Licensor or the utility company to provide gas, electric, water or other utilities for the operation of the laundry equipment, then Licensee shall, at its sole cost and expense, replace the inoperable piece of laundry equipment with a comparable replacement. Notwithstanding the foregoing, such inoperable equipment shall be replaced with brand-new energy-efficient equipment if the Replacement Threshold occurs within the first-half of the term of this Agreement.

16. Intentionally omitted.

17. Intentionally omitted.

18. Licensor shall have no liability or responsibility of any kind with regard to the laundry equipment, except as herein expressly provided. Without limiting the generality of the foregoing, Licensor shall be under no obligation to protect the laundry equipment or the contents thereof from loss, damage or theft. Licensor shall use reasonable efforts to secure the Laundry Room. Licensee hereby agrees that Licensor shall not be liable for any such loss, damage or theft unless caused by the negligence or willful misconduct of the agents, servants, employees, contractors, officers, directors, or tenants of Licensor. It is the intention of the parties hereto that Licensor shall not be considered a bailee and that no bailee's liability shall attach to Licensor. Unless expressly set forth herein, Licensee shall solely bear the loss of any damage to the laundry equipment because of theft, fire, vandalism or any other reason, and shall repair or replace such laundry equipment promptly at its sole cost and expense.

19. Licensee shall, at its sole cost and expense, exercise all precautions and means necessary to avoid accidents or injury to persons and property and shall adopt and carry out all reasonable regulations made or imposed by Licensor in an effort to insure safety. To the fullest extent permitted by law, and except as expressly set forth herein, Licensee shall indemnify, defend and hold HPD, HDC, the City of New York, Licensor and its officers, directors, managers, trustees, shareholders, members, partners, principals, agents, representatives, employees, servants, tenants, subtenants, occupants, guests, invitees, visitors and their successors and assigns (collectively the "Indemnified Parties" or "Indemnified Party" as the case may be) harmless from and against any and all claims, charges, suits, summons, actions, investigations, proceedings, demands, judgments, orders, citations, directives, damages, losses, liabilities, fines, fees, forfeitures, liens, violations, interest, penalties, sanctions, assessments, costs, expenses and disbursements (including without limitation, reasonable and documented attorneys' fees, court and collection costs, disbursements and other necessary and documented expenses) sustained, suffered, incurred or paid for any injury or property damage to an Indemnified Party or person, or any damage to the Premises, any property in the Premises or on the Premises' property, arising out of, resulting from or caused by the acts or negligence of Licensee, its officers, directors, managers, shareholders, members, partners, agents, employees, servants, general contractors, sub-contractors, material men, laborers, architects and consultants, in connection with the installation, use, operation, maintenance, repair, replacement and/or removal of the laundry equipment and/or use and operation of the Laundry Room, unless caused by the negligence or misconduct of the Indemnified Parties or anyone acting

on their behalf or arising out of a breach of the terms of this Agreement by Licensor. With respect to any claim in which Licensee is required to defend an Indemnified Party under this Agreement, the Indemnified Party shall have the right, subject to the consent of Licensee, such consent not to be unreasonably withheld, conditioned or delayed, to select its own defense counsel. Counsel assigned by the insurance company shall be deemed acceptable. The provisions of this Paragraph 19 shall survive the termination, expiration or cancellation of this Agreement.

20. Licensee shall, at its sole cost and expense, obtain and maintain during the term of this Agreement, the following insurance coverage: (i) Worker's Compensation and Employer's Disability Insurance in the form and amounts prescribed by the laws of the State of New York; (ii) Commercial General Liability Insurance for bodily injury, death and property damage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (iii) Umbrella Liability Insurance with limits of no less than \$10,000,000, and with regard to (i) and (ii), naming Licensor and the parties named below as additional insured.

Prior to Licensee's Initial Installation, Licensee shall provide Licensor with a copy of its insurance policy(ies), or at Licensor's option, certificates thereof, in the amounts and coverage required above issued by insurance companies licensed to do business in the State of New York and reasonably acceptable to Licensor; together with evidence that the same has been paid in full, as well as copies of endorsements evidencing that (i) Licensor and its then managing agent are named as additional insured HPD, HDC, and the City of New York; (ii) Licensee's insurance is provided on a primary and non-contributory; (iii) Licensee's policies contain a waiver of subrogation in favor of Licensor; and (iv) each additional insured shall be entitled to not less than thirty (30) calendar days prior written notice of the effectiveness of any change in or cancellation of the required coverage. Licensee shall, as Licensor may from time to time request, provide evidence of insurance in compliance with this Agreement. In the event of the failure of Licensee to furnish such insurance policy(ies), endorsements, certificates of insurance and/or proof of payment in full, or in the event said insurance shall be cancelled for any reason, Licensor shall have the right, but not the obligation, to procure such insurance and charge the cost thereof to Licensee.

Licensee and Licensor agree to assist in every manner possible in reporting and investigating any accident and, upon request, to cooperate with all interested insurance carriers in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required for any claims or suit.

21. Licensor shall have the right to terminate this Agreement upon notice to Licensee in the event any piece of the Laundry Equipment is repossessed by Licensee's lender; and Licensee fails to replace the repossessed piece of Laundry Equipment with brand-new energy-efficient equipment within the first five (5) years of the term and comparable equipment if during years six (6) through ten (10), within ten (10) business days from the date of repossession. This option is exercisable by notice to that effect to Licensee.

22. This Agreement and Licensee's interests hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens, encumbrances or ground leases now or hereafter placed on the Premises by Licensor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances, and any and all renewals, extensions or modifications of such mortgages, liens, encumbrances or ground leases. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee or lien holder. In confirmation of such subordination, Licensee shall execute promptly any certificate that Licensor may reasonably request which accurately represents the terms and conditions of this Agreement, including an estoppel certificate, at no cost, expense or fee to Licensor.

23. Licensee shall be provided with a key to the door of the Laundry Room and its agents, servants, contractors, and employees shall have access at all reasonable hours to the Laundry Room wherein the laundry equipment is situated for the purpose of installing, inspecting, repairing, servicing, maintaining or demonstrating the use of the laundry equipment. Licensor will also allow Licensee reasonable means and opportunity to solicit the residents of Licensor for the purpose of promoting the use of the laundry equipment, which solicitations shall be subject to Licensor's prior written approval. All of Licensee's employees, agents and servants must (i) wear proper identification at all times while on the Premises; and (ii) sign-in and sign-out with the doorman, concierge, the superintendent, the security guard or the on-site management office, as applicable, when on the Premises.

24. Licensee shall post in the Laundry Room a sign bearing Licensee's name, address and telephone number to be used in requesting refunds and service for the laundry equipment.

25. Licensee will promptly refund to the user any monies lost as a result of the malfunction of any of the laundry equipment furnished and installed by Licensee under this Agreement.

26. Licensor shall have the right to restrict the use and operation of the laundry equipment covered by this Agreement to members of the families of its tenant-shareholders and domestics employed by the same. Licensor shall also have the right to restrict the use and operation of the laundry equipment to be furnished and installed hereunder to designated hours. However, the Laundry Room shall be open at a minimum from 8:00 A.M. to 10:00 P.M., seven (7) days per week.

27. Licensor shall provide hot and cold water, gas and electricity for the operation of the laundry equipment furnished and installed by Licensee at no cost to Licensee, insofar as existing facilities permit. In the event the present supply of water, gas and electricity are not adequate for the proper functioning of the laundry equipment furnished and installed by Licensee, Licensor shall be required to provide additional electrical outlets, gas lines, water lines, sprinklers, waste lines, vents, ducts, fans or exhausts, in addition to those now existing in the Laundry Room. Licensor shall keep the Laundry Room lit, clean, and heated at such times as heat is provided to the building in which the Laundry Room is located.

28. Licensee shall connect its laundry equipment to the existing vent, plumbing and waste system of Licensor. Notwithstanding anything to the contrary, Licensee shall, at its sole cost and expense, clean the dryer vents at the inception of this License and thereafter as necessary to maintain the sufficient operation of the laundry equipment, but no less frequently than semi-annually. Licensor shall clean the lint screens/traps and all drains serving the laundry equipment at the inception of this License and thereafter as necessary to maintain the sufficient operation of the laundry equipment, but no less frequently than semi-annually.

29. If required for operation of the VTMs, Licensee shall install a telephone line in the lobby of the Management Office in order for the VTMs to accept credit/debit card transactions, and Licensee shall be responsible, at its sole cost and expense, for the installation cost and monthly service charge associated therewith.

30. Title to all laundry equipment furnished and installed by Licensee shall be and remain in Licensee, who shall remove the same at the expiration or termination of the term hereof.

31. Upon the expiration or earlier termination of this Agreement, Licensee shall, at its sole cost and expense, remove any and all of its laundry equipment from the Laundry Room and shall restore any damage to the Laundry Room and/or the Premises caused by such removal, reasonable wear and tear excepted. The removal of such laundry equipment and restoration of the Laundry Room and Premises shall be completed in not more than thirty (30) calendar days from the date of notice from Licensor to remove such equipment due to the expiration or earlier termination date of this Agreement. In the event Licensee fails to remove its laundry equipment from the Premises within this five (5) calendar day period, Licensor shall then have the right to remove and/or dispose of such laundry equipment from its Premises at the sole cost and expense of Licensee, and Licensee agrees that such disposal and/or removal and/or storage shall be without any liability on the part of Licensor for any loss, damage or injury sustained by Licensee as a result of such removal, disposal or storage. Notwithstanding the above, Licensee shall not remove any laundry equipment from the Laundry Room until such time as all sums due and owing to Licensor have been paid. The terms of this Paragraph 31 shall survive the termination, expiration or cancellation of this Agreement.

32. Licensee shall not install vending machines or sell any other products or services on the Premises without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion.

33. Licensee shall not store any of its property (including, but not limited to, its maintenance equipment and tools) on the Premises without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion. Licensee acknowledges that Licensor may, at its option, store any of its property in the Laundry Room, provided the same does not interfere with the comfort of users of the Laundry Room, the overall cleanliness of the Laundry Room or the operation of the laundry equipment. Licensee shall not be liable for loss or damage

to Licensor's property unless caused by the negligence or misconduct of Licensee or its officers, directors, shareholders, principals, representatives, employees, contractors and subcontractors (collectively, "Licensee Indemnified Parties"). Licensor agrees to indemnify, defend, and hold Licensee and the Licensee Indemnified Parties harmless from and against any and all claims, damages, losses, liabilities, fines, fees, forfeitures, liens, violations, interest and penalties (including reasonable attorneys' fees and costs) sustained for injury or damage to person or property arising out of or resulting from the storage of such Licensor-property in the Laundry Room, unless caused by the negligence or misconduct of Licensee and/or the Licensee Indemnified Parties.

34. All notices required to be given or which may become necessary under this Agreement, except the oral notices which may be given pursuant to the provisions hereof, shall be in writing and shall be sent by certified mail, return receipt requested, or by recognized overnight carrier, as follows, with a copy sent via email:

Licensor: Masaryk Towers Corporation
c/o Metro Management & Development, Inc.
61 Columbia Street
New York, New York 10002
Attention: Mitch Magidson, Manager
Email: mmagidson@metromanagementdev.com

With a courtesy copy to Licensor's managing agent:

Metro Management & Development, Inc.
61 Columbia Street
New York, New York 10002
Attention: Mitch Magidson, Manager
Email: mmagidson@metromanagementdev.com

With a courtesy copy to Licensor's attorneys:

Gallet Dreyer & Berkey, LLP
845 Third Avenue, 5th Floor
New York, New York 10022
Attn.: Scott M. Smiler, Esq.
Telephone: (212) 935-3131 x. 314
Email: sms@gdblaw.com

Licensee: Automatic Industries, Inc.
19 Columbia Street
Hempstead, New York 11550
Attn.: Denise Savino-Erichsen
Email: Denisethewash@aol.com

With a courtesy copy to Licensee's attorneys:

Sahn Ward Braff Koblenz PLLC
333 Earle Ovington Boulevard, Suite 601
Uniondale, New York 11553
Attn: Ellen N. Savino, Esq.
Telephone: (516) 228-1300
Email: esavino@sahnward.com

Notices shall be deemed furnished as of the third business day after the date of mailing, if mailed; or upon receipt (or refusal) if sent by overnight carrier. Either party may designate a substitute address by notice to the other party given in accordance with this Paragraph 34. Notwithstanding the foregoing, any notice of change of address shall not be effective until received.

35. In the event of a total or substantial destruction of the Laundry Room for any reason whatsoever, or in the event of the commencement of any action or proceeding for condemnation of the Premises or the Laundry Room by the right of eminent domain, either party may cancel this Agreement upon not less than thirty (30) calendar days' notice to the other party.

36. Licensors shall have the right to terminate this Agreement upon notice to Licensee in the event of bankruptcy, insolvency, receivership or assignment for the benefit of creditors of, or by, Licensee and failure of Licensee to have same dismissed within sixty (60) calendar days. This option is exercisable by notice to that effect to Licensee.

37. Licensors shall have the right to terminate this Agreement upon notice to Licensee, if Licensee shall be in default of any of its obligations under this Agreement and such default continues for a thirty (30) calendar day period after such written notice (or in the event the default cannot be cured within such thirty (30) calendar day period, Licensee shall not be in default provided Licensee has commenced to cure within such thirty (30) calendar day period and diligently pursues curing same to completion), except that the foregoing shall not limit any other rights of Licensors to terminate this Agreement as otherwise provided herein.

38. It is specifically understood and agreed by and between Licensors and Licensee that this Agreement shall constitute a license granted by Licensors, as Licensors, to Licensee, as licensee, and is not to be construed in any way to grant Licensee an interest in the Laundry Room; it being intended that Licensors is granting Licensee solely a license to enter upon and use the Laundry Room in accordance with the terms hereof and Licensors is not granting Licensee in any way whatsoever, either explicitly or implicitly, a leasehold interest or any other real property interest in the Laundry Room.

39. THIS AGREEMENT SHALL NOT BE CONSTRUED AS IN ANY WAY ESTABLISHING A PARTNERSHIP, JOINT VENTURE, EXPRESS OR IMPLIED AGENCY, EMPLOYER-EMPLOYEE RELATIONSHIP OR LANDLORD-TENANT RELATIONSHIP. THIS AGREEMENT IS NOT INTENDED TO CREATE A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY IN FAVOR OF LICENSEE, BUT MERELY CREATES A LICENSE IN ACCORDANCE WITH THE TERMS HEREOF. LICENSEE ACKNOWLEDGES THAT ITS AGREEMENT TO TREAT THIS AGREEMENT AS A LICENSE FORMED A MATERIAL PART OF THE CONSIDERATION FOR LICENSOR TO GRANT THIS LICENSE.

40. This Agreement is for the sole benefit of the parties hereto, their respective successors and permitted assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any term hereof.

41. Licensee may not assign any interest in this Agreement, nor delegate any obligations hereunder, nor assign any right to payment hereunder, without first obtaining the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion.

42. Each party to this Agreement, for themselves and their respective heirs, successors and assigns, do hereby agree to the full performance of the covenants, conditions, terms and agreements herein contained, and hereby represent and warrant that each are authorized to enter into, execute, deliver and perform this Agreement. Licensee further represents and warrants that it is licensed to do business in the State of New York.

43. In the event of any litigation between Licensor and Licensee to enforce any provision of this Agreement or any rights hereunder, the prevailing party (after a non-appealable order), shall pay the non-prevailing party's reasonable and documented expenses incurred in connection with such action, including, but not limited to, reasonable attorneys' fees, court costs and disbursements.

44. This Agreement contains the entire agreement between the parties and all prior negotiations, representations and agreements are merged herein. This Agreement may not be waived, altered or modified except by an agreement in writing signed by the parties hereto. The waiver by a party of any default under this Agreement or of any breach of any covenant, agreement or condition contained herein shall not be construed to constitute a waiver of any other default or breach hereof whether similar or otherwise.

45. If any provision of this Agreement is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement, except as otherwise provided, shall be valid and enforced to the fullest extent permitted by law.

46. This Agreement shall be deemed to have been made in New York County, New York, and shall be governed and construed in all respects by the laws of the State of New York without regard to principles of conflict of laws.

47. All actions or proceedings relating directly or indirectly to this Agreement shall be litigated only in New York County. Licensee, and its respective successors and permitted assigns, hereby agree that any state court located within New York County shall be the exclusive forum – to the exclusion of all other forums – for any and all litigation by any party against any other party with respect to or arising out of this Agreement or the relationships created hereunder. The parties agree to consent to the exercise of personal jurisdiction over them by those courts and to accept service of process issued by those courts with respect to any action pursuant to this Agreement. No party shall: (a) attempt to challenge the venue of any such action; (b) attempt to transfer the venue of any such action; (c) attempt to remove any such action to a federal court; or (d) seek dismissal of any such action pursuant to the doctrine of forum non-conveniens. To the fullest extent permitted by law, the parties, and their respective successors and permitted assigns, hereby waive all rights to a trial by jury.

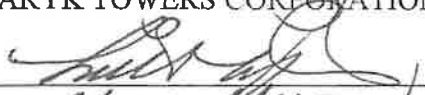
48. This Agreement and any and all ancillary documents may be signed in any number of counterparts and/or by facsimile or electronic signature. Each counterpart and facsimile or electronic signature shall be considered an original, and each of which, when taken together, shall constitute one single and binding instrument.

(signatures continued on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LICENSOR:

MASARYK TOWERS CORPORATION

By: 
Name: MITCH ROBINSON
Title: AGENT

LICENSEE:

AUTOMATIC INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LICENSOR:

MASARYK TOWERS CORPORATION

By: _____
Name: _____
Title: _____

LICENSEE:

AUTOMATIC INDUSTRIES, INC.

By: Denise Sparino as Pres
Name: Denise Sparino - Enchusen
Title: President

RIDER to LAUNDRY LICENSE AGREEMENT between
MASARYK TOWERS CORPORATION ("LICENSOR") and
AUTOMATIC INDUSTRIES, INC. ("LICENSEE")
For LAUNDRY SERVICES

Dated April 20, 2023 (the "Agreement")

LICENSOR AND LICENSEE HEREBY AGREE AS SET FORTH BELOW:

1. In the event there is a conflict between the Rider and the appended Agreement, this Rider shall prevail.
2. During the entire period of performance of the services provided hereunder, LICENSEE shall, at its own cost and expense, maintain in full force and effect the following insurance: worker's compensation, general comprehensive liability, and contractor's liability, naming LICENSOR, its MANAGING AGENT, the New York City Department of Housing Preservation and Development ("HPD"), the New York City Housing Development Corporation ("HDC") and the CITY OF NEW YORK as additional insured parties, underwritten by companies and on forms of policies acceptable to LICENSOR, HPD and HDC.
3. See Paragraph 20 of the Agreement.
4. Such policies shall further provide that such insurance will not be materially changed or canceled during the term hereof until and unless thirty (30) days written notice thereof shall have been given to LICENSOR, HPD and HDC.
5. Prior to the commencement of the services provided hereunder, LICENSEE shall furnish to LICENSOR, HPD and HDC certificates of all insurance required hereunder, setting forth LICENSOR, its MANAGING AGENT, HPD, HDC and the CITY OF NEW YORK as additional insureds, and the 30-day cancellation notice required pursuant to paragraph 4 above.
6. LICENSEE shall not assign any moneys due or to become due under the Rider and appended Agreement without the written consent of LICENSOR, HPD and HDC, nor shall LICENSEE assign any of the services to be provided hereunder without the written approval of LICENSOR, HPD and HDC of each assignee.
7. Except as otherwise provided herein, and to the fullest extent permitted by law, LICENSOR, its shareholders, officers, directors, agents and employees, LICENSOR's Managing Agent, HDC and/or HPD (collectively, the "Indemnified Parties") shall not be responsible or liable for any injury to any person, whether employed by LICENSEE or otherwise, or for loss or damage to any property, whether belonging to LICENSEE or others, arising from the acts of LICENSEE or

its agents, servants and/or employees during the performance of the services provided hereunder. LICENSEE at its own cost and expense shall exercise every possible precaution and means to avoid accidents or injury to persons and property. . In the event that suit is brought against any of the Indemnified Parties, or that any claims arise from any of the above causes, and to the fullest extent permitted by law, LICENSEE shall indemnify and hold harmless the Indemnified Parties at its own expense as soon and as often as claims are made and suits brought, LICENSEE shall defend the Indemnified Parties, at the Indemnified Parties' option and with counsel reasonably acceptable to the Indemnified Parties, and LICENSEE shall be liable to the Indemnified Parties for any and all fees, costs, expenses and disbursements, including, but not limited to, attorneys' fees and any costs for any appeals, paid by the Indemnified Parties and for all other sums paid by the Indemnified Parties, which are the obligation of LICENSEE under this paragraph. In the event that judgment is entered against any of the Indemnified Parties in any such action, LICENSEE shall, immediately after the entry thereof, also pay the full amount of such judgment. Nothing herein shall be construed to require LICENSEE to indemnify LICENSOR for any damage or liability arising out of the negligence of LICENSOR, its agents or employees.

8. If and to the extent that any provision of the Agreement and/or this Rider shall be unlawful or contrary to public policy, the same shall not be deemed to invalidate or otherwise affect the other provisions thereof.

9. The parties hereto, for themselves and their respective heirs, successors and assigns, do hereby agree to the full performance of the covenants and agreements herein contained.

10. LICENSEE shall perform the services provided hereunder in compliance with all laws and ordinances and in accordance with all rules, regulations, promulgations, edicts and requirements of any governmental agency, including HPD and HDC. LICENSEE shall secure, at its own cost and expense, all permits, licenses, certificates or other permissions and approvals required for the services provided hereunder.

11. LICENSEE shall not be paid for any work, labor, services or materials furnished over and above those set forth in the Agreement, unless such extra work, labor or services are authorized in writing by LICENSOR, HPD and HDC.

12. Materials, equipment and workmanship may be subject to the inspection and written approval of HPD and/or HDC or their duly authorized agents during the progress of the work and before final payment is made under the Agreement.

13. The Agreement may be cancelled without cause by LICENSOR upon thirty (30) days written notice, upon the direction of HPD or HDC upon ten (10) days written notice, and immediately at HPD's or HDC's direction or by LICENSOR acting upon its own initiative in the event of a material breach. In the event the Agreement is so cancelled, LICENSEE shall be paid the amount due to date less any setoffs due LICENSOR.

14. No company, association, director, officer, employee, agent or other person shall offer, pay, solicit or receive, directly or indirectly, any commission, bonus, gratuity, fee or any other

payment not expressly authorized by HPD and/or HDC. Violation of this subdivision by any company, association, director, officer, employee, agent or other person shall be cause for discharge and any other appropriate action.

15. If any federal, state or municipal law or regulation requires LICENSEE or an employee or subcontractor to be licensed in order to legally perform the services provided hereunder, LICENSEE shall submit a copy of each required license upon either LICENSOR's, HPD's or HDC's request. If any such license is revoked, suspended or terminated, LICENSEE shall give immediate notice thereof to LICENSOR, HPD and HDC.

16. Where a license required pursuant to paragraph 15 is revoked, suspended or terminated for any reason whatsoever, HPD, HDC and/or LICENSOR may deem such action to be a material breach of the Agreement.

17. If there is a change of any principal owner, partner, director or officer of LICENSEE, or if any such persons or LICENSEE is indicted for any criminal offense, LICENSEE shall immediately give notice thereof to LICENSOR, HPD and HDC.

18. If LICENSEE fails to give notice as required by paragraph 15 and/or paragraph 17 of this Rider, HPD, HDC and/or LICENSOR may deem such failure to be a material breach of the Agreement.

19. LICENSEE represents that none of its principals, nor any of its employees, are under any known investigation by a governmental authority, nor has any principal or employee been served with any subpoena or other legal notice relating to or in connection with any investigation by the City of New York District Attorney's Office or any other local, state or federal law enforcement office.

20. LICENSEE acknowledges that this agreement is supervised by and subject to regulation by HPD and HDC.

21. This Agreement may not be changed, modified or discharged, in whole or in part except in writing executed by all parties, including an approval by HPD and HDC. This Agreement shall not be effective without the prior written approval of HPD and HDC.

(signatures continued on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LICENSOR:

MASARYK TOWERS CORPORATION

By:

Name


MITCH MADISON

Title

LICENSEE:

AUTOMATIC INDUSTRIES, INC.

By:

Name

Title

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LICENSOR:

MASARYK TOWERS CORPORATION

By: _____
Name Title

LICENSEE:

AUTOMATIC INDUSTRIES, INC.

By: [Signature] as president
Name Title