

**GOLDEN AGE HOSPITALITY AND AUTO-CHLOR SYSTEM  
WAREWASHING MACHINE AND ANCILLARY PRODUCT  
AGREEMENT**

- Parties:** THIS AGREEMENT made this 17<sup>th</sup> day of July, 2024 is by and between Auto-Chlor System, LLC, a Delaware limited liability Company, (“ACS”) with its principal place of business at 746 Poplar Avenue, Memphis, TN, 38105 and Golden Age Hospitality (“CUSTOMER”) having its principal place of business at 132 Mulberry Street, 3E - New York, NY 10013.
- WHEREAS, Customer operates a commercial kitchen, preparing food and beverage for public consumption and wishes to engage in this Agreement with ACS to supply cleaning and sanitizing products, warewashing equipment, electronic dispensing equipment to dispense chemical products and regularly scheduled service provided to Customer throughout this Agreement by ACS.
- IN CONSIDERATION of the mutual covenants herein contained, the parties agree as follows:
- Term:** 5-year term (65, 28-day service periods) with the first service period commencing on August 11, 2024 and ending on August 5, 2029.
- Billing/Payment:** All chemical products will be invoiced when delivered.
- Dish machines are serviced and invoiced every 28 days, 13 times per year.
- Payment shall be made to ACS within 28 days after the earlier of the date of invoice delivered during the routine service or date the product is delivered to Customer location.
- Product Pricing:** **Schedule I** provides the full-service automatic dishwashing machine base rate, cycle rates and detergents, drying agents and sanitizers.
- Schedule II** provides pricing for cleaning supplies for use by Customer locations throughout the terms of this Agreement.
- Surcharge:** ACS will include a \$9.25 environmental surcharge for each 28-day regular service period provided each Customer location. Customer shall assist ACS to reduce our collective carbon footprint, by supporting the ACS reusable container program. Customer shall make reasonable business efforts to retain our containers and return to ACS for reuse.
- Renewal Option:** Upon expiration of the term of this Agreement or any extension thereof, this Agreement shall automatically extend for a one year period up to two additional years 2030 and 2031 under the same terms and conditions as the then expiring term unless either party shall provide the other party with ninety (90) days written notice of its intent to terminate the Agreement.
- Service:** ACS agrees to provide regular service every 28 days. Exceptions include, but are not limited to, holiday weeks, acts of God, labor strikes, etc. Every effort will be made to adhere to the scheduled date of service. Regular service includes but is not limited to, dish

machine preventative maintenance on equipment and inspection and calibration of product dispensing systems, employee training and product delivery. All service will be documented on a Service Report. The ACS service representative will review the service report with management and leave a copy with property management.

Emergency service will be provided as required with a telephone response to emergency service calls within 2 hours.

Throughout the terms of this Agreement ACS shall provide at its sole costs and expense, all preventative maintenance and required service for the dishwashing machines owned by ACS and provided to the Customer under the terms of this Agreement. Additionally ACS shall provide at its sole costs and expense, all preventative maintenance and required service to the ancillary dispensing systems and devices, including parts and labor, which ACS installs in each Customer location.

Customer agrees to require its employees to use reasonable care in operating the ACS dish washing machines and dispensing systems, to promptly report to ACS any maintenance issues that may arise and allow ACS access to the premises for purposes of installing, servicing, repairing and removing the ACS equipment.

**Obligations:**

Customer shall allow ACS the right to provide its service to all of their locations throughout the terms of this Agreement with the understanding that ACS will serve as the approved supplier.

All Customer locations shall purchase a minimum of three (3) ACS Cleaning Supplies every 28 days (ACS Cleaning Supplies are - general cleaning and sanitizing products used in the normal daily practice of cleaning utensils, floors, equipment, fixtures and other items and areas inside and outside of the Customer operated facilities). **Schedule II** of this Agreement lists the ACS Cleaning Supplies available to Customer locations. ACS Cleaning Supplies used by each Customer location shall be determined according to the individual cleaning requirements of the location.

In the event a Customer location discontinues the purchase and use of three ACS Cleaning Supplies for two consecutive 28-day service periods (56 days), ACS shall notify Customer in writing of the location that has discontinued use of the ACS Cleaning Supplies. Following notification, if the location in question does not purchase ACS Cleaning Supplies during the following service period, pricing on the ACS Dish Machine for that location shall increase to the then current ACS list price.

ACS does not provide regular service 28-day route in every geographical area within the U.S. In the unlikely event Customer should open a location where ACS does not currently provide regular service, ACS shall not be obligated to service the Customers unit(s) located in the area(s). Customer shall allow ACS the right to provide its service to all of the newly opened restaurants throughout the term of this Agreement. In the event that ACS is unable to provide its service to any newly contracted location, ACS shall notify Customer of the inability to provide the service within five business days following the request.

**Training:**

Warewashing, Janitorial and General Cleaning Procedures training will be performed by ACS personnel. Hazardous Communication, chemical and equipment product use and application training will be conducted in each Customer's facility as requested by local

management. ACS will provide each Customer location with a MSDS kit and applicable wall charts for products used by the location.

**Terms/Conditions:** **COST ADJUSTMENT:** Pricing will remain in effect for the first thirteen (13) 28-day service periods as described on the rates schedule of this Agreement. For year two and each year thereafter, on or 60 days before each anniversary date of this agreement ACS shall advise Customer, in writing, of the proposed price increase for the upcoming calendar year. All increases shall be based upon the Producers Price Index (PPI), Commercial, Industrial, Institutional Soap & Detergents, Primary Products category (NAISC Product #325611-P), but in no event shall the increase exceed three percent (3%) over the then expiring rate. In the event there are unique economic conditions causing a three percent (3%) or greater increase in the PPI, at any point during the terms of this Agreement, the parties agree that within thirty (30) days following written notification by ACS to meet to determine a suitable increase to account for the conditions. If the parties are unable to promptly agree on a mutually acceptable rate change, following sixty (60) days' written notice both parties have the right to terminate this Agreement.

**TRANSITION PERIOD:** In the event either party exercises its termination rights (other than failure to make prompt payment), ACS agrees not to remove any of its equipment from any Customer's location until Customer has notified ACS that a suitable replacement has been secured. If Customer is unable to find a suitable equipment and product service provider within sixty days after written notification by either party of plans to terminate, ACS has the right to charge Customer locations product and equipment at ACS then current list pricing.

**LEGAL FEES:** In the event that it becomes necessary for ACS to employ attorney(s) to enforce collection of the sums due hereunder or to enforce any of the agreements herein contained or to remove the dishwashing machine(s), Customer agrees to pay the reasonable attorney's fees, costs and expenses incurred by ACS in connection therewith.

**PERFORMANCE:** Customer agrees to promptly implement all reasonable cost-savings measures proposed by ACS to minimize excessive and unnecessary usage and shall maintain the dishmachine supply water temperature at a minimum of 140 degrees and maintain water hardness below five-grains per gallon in all locations.

**ASSIGNMENT:** This Agreement may not be assigned or transferred by Customer without ACS's prior written consent.

**NOTICES:** Any notice to be given hereunder shall be deemed given and sufficient if in writing and delivered by hand or reputable overnight courier or mailed by registered or certified mail;

**In the case of,**

**GOLDEN AGE HOSPITALITY**  
Jon Neidich  
132 Mulberry Street, 3E  
New York, NY 10013  
(212) 203-2121

**and, in the case of,**

**AUTO-CHLOR SYSTEM, LLC**  
Troy Vanscourt  
746 Poplar Avenue  
Memphis, TN, 38105  
(423) 838-0838

**Equipment:**

Title to ownership of all equipment shall at all times be and remain solely and exclusively with ACS. Customer acknowledges that they acquire no ownership, title, or other property rights to or in such equipment other than the right to use the equipment as provided in this Agreement. The equipment shall at all times remain the personal property of ACS. Customer shall keep the equipment free from any and all liens, claims and security interests and shall do or permit no act or thing whereby ACS title or rights may be encumbered or impaired. Customer agrees that it will not remove, alter or deface any identifying labels or serial numbers affixed to the equipment. Customers agree not to remove the equipment or any of its components from the location at which it was installed unless the written permission of ACS is first obtained.

ACS shall not be held liable for any damages by reason of the failure of the equipment to operate or faulty operation of the equipment, nor be responsible for any direct consequential damage or losses resulting from the use or operation of furnished equipment.

**Installation During Final Thirteen Periods:** Customer shall maintain the ACS dish washing machine and chemical program under the same terms and pricing, for 13 periods from the date of installation, for the dishwashing machines that ACS installs in Customer locations during the final 13 periods of this Agreement.

**Termination:**

Either party has the right to terminate this Agreement upon 30 days written notice in the event of any one of the following occurrences:

1. Breach of any of the conditions of this Agreement by the other party.
2. If either party has information and knowledge that the other party has significant financial problems and will have difficulty meeting the conditions of this Agreement.

Prior to termination both parties agree to provide written notice of a breach and 30 days to cure any breach of the conditions of this Agreement.

If any Customer location utilizing an automatic dishwashing machine owned by ACS becomes delinquent in payment, ACS may, at its option, elect to interrupt the operation of the automatic dishwashing machine without notice, and/or, may elect to terminate this agreement by giving the customer 30 days written notice of its election to do so. Upon such election, Customer shall owe ACS all back payments plus liquidated damages of the fixed amount and for the term set forth in the aforementioned "Term" section of this Agreement. Upon ACS election to terminate this agreement for non-payment Customer agrees voluntarily to surrender possession of the automatic dishwashing machine to ACS, and ACS shall have the right to remove the automatic dishwashing machine from the Customer's premises. ACS's election to terminate should not be construed as a waiver of any other rights ACS may have under this Agreement.

Should Customer disconnect or remove automatic dishwashing machine or otherwise attempt to unilaterally terminate this agreement, except as set forth above, Customer shall remain responsible for the payment of the fixed amount set forth in the aforementioned "Term" and Product Pricing sections of this Agreement.

**Dispute Resolution:**

The parties agree that any breach or dispute arising out of or related to this Agreement by a party or any of its affiliates or dealers shall be resolved in accordance with this section. Each party agrees to provide the other party with written notification of any breach or dispute arising out of or related to this Agreement, whether involving such other party directly or involving its affiliates or dealers. Each party agrees that its officers will engage in good faith discussions in an effort to resolve any breach or dispute. If the parties are unable to resolve any breach or dispute related to this Agreement for a period of 60 days, then any unresolved breach or dispute shall be litigated solely and exclusively before the United States District Court for the Western District of the State of Tennessee, whether such breach or dispute is based on federal, state, statutory, or common law, including but not limited to, any and all breaches and disputes relating to, arising out of or in connection with the interpretation, performance or the nonperformance of this Agreement (including any payment obligations and/or the expiration or termination of this Agreement), and whether involving ACS, its affiliates or dealers, on the one hand, and Customer or any of its affiliates or dealers, on the other hand. The parties consent to the in personam jurisdiction of this court for the purposes of any such litigation and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to 28 U.S.C. Section 1404 or 1406 (or any successor statutes) or the doctrine of forum non conveniens. If this United States District Court does not have subject matter jurisdiction of said matter, then such matters shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Shelby County, Tennessee and the parties consent to the personal jurisdiction of such courts for the purpose of such litigation. The laws of the State of Delaware are to be applied in construing, interpreting and enforcing this Agreement and in resolving any breach or dispute among the parties or their respective affiliates or dealers, without regard to the state's conflict of laws principles. Should any part of this Agreement be deemed unenforceable by a court, the remainder of this Agreement remains in full force and effect.

**AUTO-CHLOR SYSTEM, LLC:**

Troy Vanscourt  
Signature:

Troy Vanscourt  
Print Name:

National Accounts Manager  
Title:

7/22/24  
Date:

**GOLDEN AGE HOSPITALITY:**

Jessica Dunsley  
Signature:

Jessica Dunsley  
Print Name:

General Manager  
Title:

July 19, 2024  
Date:



## SCHEDULE I

### AUTO-CHLOR SYSTEM DISH MACHINE PROGRAM

### CYCLE COST GUARANTEED

Dish Machine Models	Base	Cycles Allowed	Extra Cycle Rate
<i>Traditional Bundle Program (Dish Machine Chemicals are included with this Program)</i>			
U34 Space Saver (low temp) Undercounter	\$225.00	1000	.089¢
ET-AF (low temp) Undercounter	\$225.00	1000	.089¢
ASQ (low temp) Undercounter	\$225.00	1000	.089¢
U34-B Space Saver (low temp w/booster) Undercounter	\$238.00	1000	.089¢
A4/5 Water Saver (low temp) Single Rack	\$225.00	1000	.089¢
Auto-Chlor System will furnish and service every 28 days the Auto-Chlor dishwasher as per the attached agreement. We will further guarantee twenty-four-hour, seven day a week emergency service. All parts and labor are included in the lease of the dishwasher.			

**Dish tables (clean/soil); pre-rinse units and dish racks are sold separately.**



## SCHEDULE II

### *AUTO-CHLOR SYSTEM CLEANING SUPPLIES*

Product Name	Application	Package Size	Rate
Pot & Pan Supreme	Concentrated Manual Detergent	1 Gallon	\$31.25
Ultra Pot & Pan Supreme	Ultra Concentrated Manual Detergent	2.5 Liters	\$76.05
Lemon Suds	Lemon Scented Manual Detergent	1 Gallon	\$23.45
Ultra Solution QA	Concentrated Multi Quat Sanitizer	2.5 Liters	\$33.03
Special	Concentrated Flatware Presoak	1 Gallon	\$27.35
D-grease	Concentrated Degreaser	1 Gallon	\$31.65
G.O.K. Cleaner	Grill & Oven Cleaner (RTU)	1 Gallon	\$43.45
DC33	Concentrated Detergent Disinfectant Spray	1 Gallon	\$27.65
RS300	Concentrated Glass Surface Cleaner	1 Gallon	\$38.05
Ultra GM24	Ultra Concentrated Glass Cleaner	2.5 Liters	\$73.45
Pine-Kleen	Concentrated Pine Scented Multi-Purpose Cleaner	1 Gallon	\$40.05
Neutral Floor Cleaner	Concentrated Neutral PH Floor Cleaner	1 Gallon	\$32.05
Floor Break	Concentrated Heavy Duty Alkaline Floor Cleaner	1 Gallon	\$30.15
Ultra FC-46	Concentrated No Rinse Floor Cleaner	2.5 Liters	\$81.35
Han-Gel	Lotion Hand Soap	1 Gallon	\$24.92
Bio-Flow	Drain & Grease Trap Treatment	1 Gallon	\$63.85



## SCHEDULE III

## CUSTOMER LIST OF LOCATIONS

[illegible]