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COMMERCIAL REAL ESTATE LEASE AGREEMENT

THIS LEASE, made this 15th day of November, 2022 by and between Vendue Properties, first party, (hereinafter called "Landlord") and Luz Castro, second party (hereinafter called "Tenant").

WITNESSETH:

PREMISES

1. The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents leases and rents, unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

All that tract of land or parcel of land located in Land Lot 146 of the 5th Land District, Gwinnett County Georgia, in the City of Lawrenceville and being known as tax parcel R5146D067 according to Gwinnett County Tax Assessors system of parcel numbering. Also being known as 290 S Perry Street, Lawrenceville, GA 30046 according to the current address system being used by Gwinnett Tax Assessors' for the purpose of mailing Tax Notices.

No easement for light or air is included in the Premises.

TERM

2. The Tenant shall have and hold the Premises for a term of 24 months on the 15th day of November, 2022 and ending on the 14th day of November, 2024 at midnight, unless sooner terminated as herein provided.

RENTAL

3. Tenant agrees to pay to Landlord, by payments to Landlord at the office of Landlord, 4398 Lochsa Lane, Suwanee, GA 30024, commencing on November 15, 2022 an annual rental for the 1st 12 months in the amount of \$18,000.00, which shall be paid promptly on the 15th day of each month in advance during the term of this Lease, in equal monthly installments of \$1500.00.

Commencing on November 15, 2023 an annual rental for the 2nd 12 months in the amount of \$18,600, which shall be paid promptly on the 15th day of each month in advance during the term of this lease in equal monthly installments of \$1550.00 a month.

UTILITY BILLS

4. Tenant shall pay all utility bills, including, but not limited to water, sewer, gas, electricity, fuel, light, and heat bills, for the Premises, and Tenant shall pay all charges for garbage collection services or other sanitary services rendered to the Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills or charges for garbage collection or other sanitary services, Landlord may pay the same, and such payment shall be added to and become part of the next rental payment due under this Lease.

USE OF PREMISES

5. Premises shall be used for any legal purpose, premises may not be used in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on premises.

ADANDOMENT OF THE PREMISES

6. Tenant agrees not to abandon or vacate the Premises during the period of this Lease and agrees to use the Premises for the purposes herein leased until the expiration hereof.

REPAIRS BY LANDLORD

7. Landlord agrees to keep in good repair the roof, foundations, and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors), and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence of Tenant, its agents, employees or invitees. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligation to inspect said premises. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure so to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

REPAIRS BY TENANT

8. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, including the building, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating units), and other improvements located thereon, except those repairs expressly required to be made by Landlord hereunder. Tenant further agrees to care for the grounds around the building, including the mowing of grass, paving, care of shrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination, of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

TAX ESCALATION

9. Tenant shall pay upon demand, as additional rental during the term of this Lease and any extension or renewal thereof, the amount by which all taxes (including, but not limited to, ad valorem taxes, special assessments and any other governmental charges) on Premises for each tax year exceed all taxes on the Premises for the tax year XXXX. In the event the Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Premises shall be determined by proration on the basis that the rentable floor area of the premises bears to the rentable floor area of the entire property assessed. If the final year of the lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the property for the previous tax year shall be used as a basis of determining the pro rata share, if any, to be paid by Tenant for that portion of the last lease year. Tenant's pro rate portion of increased taxes, as provided herein, shall be payable within fifteen (15) days after receipt of notice from Landlord as to the amount due.

DESTRUCTION OF OR DAMAGE TO PREMISES

10. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

INDEMNITY

11. Tenant agrees to, and hereby does, indemnify and save Landlord harmless against all claims for damages to person or property by reason of Tenant's use or occupancy of Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Tenant shall during all terms of this Lease and any extension or renewal thereof, and at Tenant's expense maintain in full force and effect comprehensive general liability insurance with companies and in a form reasonably satisfactory to landlord with minimum of \$1,000,000.00 per person, and \$1,000,000.00 per accident, and property damage limits of \$100,000.00, which insurance policy shall contain a special endorsement recognizing and insuring any liability accruing to tenant under the first sentence of this Paragraph 11;

such insurance policy shall contain a clause expressly waving any right of the insurer of subrogation against Landlord. Prior to the commencement of the term of this lease, Tenant shall furnish Landlord with a certificate of such insurance which shall show the waiver of subrogation and the endorsement required hereby. Such certificate shall provide that Landlord will be given ten (10) days written notice prior to cancellation or expiration of the insurance provided thereby.

GOVERNMENTAL ORDERS

12. Tenant agrees, at Tenant's expense, promptly to comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees promptly to comply with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant who is obligated to comply with such requirements may terminate this Lease by giving written notice of termination to the other party, by registered mail, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to party giving notice.

CONDEMNATION

13. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purpose herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

ASSIGNMENT AND SUBLETTING

14. Tenant may sublease portions of the Premises to others provided such sub lessee's operation is a part of the general operation of Tenant and is under the supervision and control of Tenant, and provided such operation is within the purpose for which the Premises shall be used. Except as provided in the preceding sentence, Tenant shall not, without the prior written consent of Landlord endorsed hereon, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Consent to any assignment or sublease shall not impair this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignees of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

REMOVAL OF FIXTURES

15. Tenant may (if not in default hereunder) prior to expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which Tenant has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

EVENT OF DEFAULT

16. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant; (1) Tenant fails to pay the rental as provided for herein; (2) Tenant abandons or vacates the Premises; (3) Tenant fails to comply with or abide by and perform any other obligations imposed upon Tenant under this Lease; (4) Tenant is adjudicated bankrupt; (5) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (6) Tenant, either voluntarily or involuntarily, takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is

proposed to be, reduced or payment thereof deferred; (7) Tenant makes an assignment for benefit of creditors; or (8) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

17. Upon the occurrence of any Event of Default, Landlord may pursue any one or more of the following remedies, separately or concurrently, without any notice (except as specifically provided hereinafter) and without prejudice to any other remedy herein provided or provided by law; (a) if the Event of Default involves nonpayment of rental, and Tenant fails to cure such default within ten (10) days after receipt of written notice thereof from Landlord, or if the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payments of rental, and Tenant fails to cure such default within thirty (30) days after the receipt of written notice of default from Landlord, Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is then due and which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (b) if the Event of Default involves any matter other than those set forth in item (a) of this Paragraph 17, the Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is then due and which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default, Landlord may give to Tenant written notice of such default and advise Tenant that unless such default is cured within ten (10) days after receipt of such notice, the entire amount of the rental for the remainder of the term of this Lease, or any renewal or extension thereof, shall immediately become due and payable upon the expiration of the ten (10) day period, and thereafter, unless all the terms and provisions of this Lease are fully complied with by the Tenant within said ten (10) day period, the entire amount of said rental shall thereupon become immediately due and payable without further notice to Tenant; or (d) upon any Event of Default, Landlord, as Tenant's agent, without terminating this Lease may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting; provided, however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default.

EXTERIOR SIGNS

18. Tenant shall place no signs upon the outside walls or roof of the Premises except with the written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs. Tenant, upon the expiration of this Lease, and any extension or renewal thereof, shall remove said signs and agrees upon removal of said signs to repair all damage incident to such removal.

ENTRY FOR CARDING, ETC.

19. Landlord may card the Premises "For Rent" or "For Sale" sixty (60) days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

EFFECT OF TERMINATION OF LEASE

20. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

MORTGAGEE'S RIGHTS

21. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereinafter be, placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination.

NO ESTATE IN LAND

22. This Lease shall create the relationship of Landlord and Tenant between the parties hereto, no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's written consent.

HOLDING OVER

23. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at the rental rate which is in effect at end of Lease; and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, then Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 3 hereof shall, for each month or fraction thereof during which Tenant so remains in possession, be twice the monthly rental otherwise payable under Paragraph 3 hereof.

ATTORNEY'S FEES AND HOMESTEAD

24. If any rent or other sums owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorneys' fees. Tenant waives all homestead rights and exemptions which Tenant may have under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord Tenant's homestead exemption.

RIGHTS CUMULATIVE

25. All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

SERVICE OF NOTICE

26. Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time, or occupying the Premises; and if no person is in charge of, or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from the Premises.

WAIVER OF RIGHTS

27. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of Tenant's obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's rights to demand exact compliance with the terms hereof.

DISCLOSURE OF OWNERSHIP

28. The owner of the Premises is Vendue Properties - 4398 Lochsa Lane, Suwanee, GA 30024. The person authorized to manage the Premises is Charles W Ashworth., whose address is the same as above. Phone 404 401 6458 ; email travelservices@charter.net
Service of process and demands and notices as to Landlord shall be made on Vendue Properties., Attention: Charles W Ashworth, at above address.

TIME OF ESSENCE

29. Time is of the essence of this Lease.

SPECIAL STIPULATIONS

30. In so far as the following stipulations conflict with any of the foregoing provisions; the following shall control:

1. Landlord shall be responsible for payment of all property (ad-valorem) tax on the premises.
2. Landlord shall be responsible to continue maintaining the lawn and shrubs.
3. Tenant, at tenant's expense, shall be responsible for maintaining pest control, including, but not limited to rodent control.

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals this 14th day of November, 2022.



Charles W Ashworth for Vendue Properties
Landlord



Liz Castro. Tenant