

STATE OF GEORGIA

GWINNETT COUNTY

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into this 25th day of January, 2025 by and between Greg Cantrell and Living Stone Properties, Inc. (collectively referred to as "Consultant") and the Downtown Development Authority of Lawrenceville, Georgia (the "DDA").

WITNESSETH

WHEREAS, the DDA desires to enter into a consulting relationship with the Consultant for services related to certain real estate in and near the City of Lawrenceville; and

WHEREAS, Consultant has agreed to perform consulting work for the DDA in providing the services listed herein as specifically assigned by the DDA; and

WHEREAS, it is in the best interest of the DDA to enter into this Agreement for the services outlined herein;

NOW, THEREFORE, in consideration for the mutual promises and benefits outlined herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Consultant's Services. Consultant shall be available and shall provide to the DDA professional consulting services related to real estate acquisition, economic development, investment and related matters for the City of Lawrenceville. Consultant shall direct all communications with DDA personnel through the Chairperson and accept assignments and instructions from the Chairperson only. The DDA shall not be bound by any instructions or requests for services from any employee other than the Chairperson.

2. Consideration. In consideration for the Consulting Services to be performed under this Agreement, the DDA will pay Consultant a fee of \$300.00 per hour. Consultant will bill the DDA on a monthly basis for services rendered.

3. Independent Contractor. Nothing herein shall be construed to create an employer-employee relationship between the DDA and Consultant. Consultant is an independent contractor and not an employee of the DDA or any of its boards, committees, agencies or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the DDA will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold themselves out as an employee of the DDA.

4. Confidentiality. In the course of performing Consulting Services, the parties recognize that Consultant may come in contact with or become familiar with information which

the DDA or its affiliates may consider confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate DDA personnel or their designees to the extent permitted by law.

5. Term. This Agreement shall commence on January 25, 2025 and shall terminate on December 31, 2025, unless earlier terminated by either party hereto. Either party may terminate this Agreement upon thirty (30) days written notice.

6. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly addressed to the appropriate party at the address set forth below:

Notices to Consultant:
Greg Cantrell, CCIM
Living Stone Properties, Inc.
285 S. Perry Street
Lawrenceville, GA 30046

Notices to the DDA:
Lee Merritt, Chairperson
Lawrenceville Downtown Development Authority
70 Clayton Street
Lawrenceville, GA 30046

7. Indemnification. The Contractor shall indemnify, hold harmless and defend the DDA from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the Contractor.

8. Miscellaneous.

8.1 Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

8.2 Binding Effect, Assignment. This Agreement shall be binding upon and shall inure to the benefit of Consultant and the DDA and to the DDA's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the DDA.

8.3 Governing Law, Severability. This Agreement shall be governed by the laws of the State of Georgia. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

8.4 Forum Selection. The parties agree that any dispute arising under this agreement shall be heard and decided in the Superior Court of Gwinnett County, Georgia. The parties waive any defenses they have as to the jurisdiction of that Court and venue in Gwinnett County and expressly consent that all disputes be heard and decided in the Superior Court of Gwinnett County, Georgia.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the date written above.

DOWNTOWN DEVELOPMENT
AUTHORITY OF LAWRENCEVILLE,
GEORGIA

LIVING STONE PROPERTIES, INC.

By: _____ (SEAL)
Lee Merritt, Chairperson

By: _____ (SEAL)
Greg Cantrell, CEO

Date: _____

Date: _____