

RETAIL ADVISORY, TENANT RECRUITMENT & LEASING SERVICES AGREEMENT

BETWEEN

**DOWNTOWN LAWRENCEVILLE DEVELOPMENT AUTHORITY
("DDA")**

AND

**TERRA ALMA, LLC
("CONSULTANT")**

Effective Date: _____, 2026

1. APPOINTMENT

The Downtown Lawrenceville Development Authority ("DDA") hereby retains Terra Alma, LLC ("Consultant") as its exclusive Retail Advisory, Tenant Recruitment, Leasing, and Marketing Consultant for designated DDA-owned properties located within Downtown Lawrenceville and for providing strategic retail advisory and economic development services that benefit Downtown Lawrenceville as a whole.

2. TERM

This Agreement shall commence August 1, 2026 and continue for a period of twelve (12) months.

Either party may terminate this Agreement upon thirty (30) days written notice.

3. COMPENSATION

A. Downtown Retail Advisory & Economic Development Services (Monthly Retainer)

The monthly Professional Services Retainer is intended to compensate Terra Alma for providing strategic retail advisory and economic development services that benefit Downtown Lawrenceville as a whole, including both DDA-owned and privately owned commercial properties.

Services covered by the retainer shall include, but are not limited to, the services described in Section C.

In consideration of the services provided under this Agreement, the Downtown Lawrenceville Development Authority ("DDA") shall pay Terra Alma, LLC a monthly Professional Services Retainer in the amount of Three Thousand Five Hundred Dollars (\$3,500.00).

The monthly retainer shall be due and payable on or before the fifth (5th) day of each calendar month throughout the term of this Agreement. Terra Alma shall submit a monthly invoice, and payment shall be made in accordance with the DDA's standard accounts payable procedures.

The monthly retainer compensates Terra Alma for providing Downtown Retail Advisory and Economic Development Services, including strategic retail merchandising, business recruitment, property owner and broker engagement, reporting, stakeholder coordination, and implementation of the Scope of Services described in this Agreement.

The monthly retainer includes approximately twenty (20) hours of professional services per month. Additional services requested by the DDA that are outside the Scope of Services or exceed the included monthly hours shall be performed only upon the DDA's authorization and shall be billed at a rate of Two Hundred Fifty Dollars (\$250.00) per hour.

The monthly Professional Services Retainer is separate from and in addition to any leasing commissions, co-brokerage commissions, or investment sales commissions that may become payable pursuant to this Agreement.

4. INITIAL IMPLEMENTATION DELIVERABLES

During the first ninety (90) days of this Agreement, Terra Alma shall prepare and deliver the following implementation documents:

Retail Merchandising Plan

A comprehensive plan outlining Terra Alma's strategy for:

- Recruiting businesses
- Working collaboratively with property owners
- Coordinating with commercial brokers
- Strengthening Downtown Lawrenceville's retail mix
- Establishing recruitment priorities
- Supporting long-term economic development objectives

Target Tenant Recruitment List

An initial recruitment list identifying prospective businesses that align with the desired retail categories identified in the Retail Merchandising Plan, including local and regional businesses that will become the primary focus of recruitment efforts.

90-Day Implementation Plan

A detailed implementation schedule outlining:

- Initial recruitment priorities
- Business outreach strategy
- Property owner engagement (with DDA's assistance)
- Broker engagement
- Marketing initiatives (assist DDA)
- Monthly milestones

Although this Agreement is for an initial twelve (12) month term, the parties agree to conduct a strategic progress review after the first ninety (90) days to evaluate implementation, review recruitment activity, and adjust priorities as appropriate.

The parties acknowledge that the Monthly Professional Services Retainer compensates Terra Alma for district-wide retail advisory, economic development, business recruitment, and strategic planning services, while any brokerage commissions relate solely to specific leasing or sales transactions as provided herein.

B. Marketing Program Fee

DDA shall pay Terra Alma a one-time Marketing Program Fee of Three Thousand Dollars (\$3,000.00).

The Marketing Program Fee shall include:

- Design of property marketing materials
- Leasing flyers and brochures
- Property availability sheets
- Email marketing templates
- Window graphics and signage design
- Production coordination
- Installation coordination for designated DDA properties

The Marketing Program Fee includes one initial design package for all designated properties. Significant redesigns, additional campaigns, replacement signage, photography, videography, website development, or additional marketing initiatives shall be billed separately upon approval by DDA.

5. DESIGNATED PROPERTIES

This Agreement shall cover up to three (3) DDA-designated properties at any given time totaling no more than fifteen thousand (15,000) square feet of leasable commercial space.

Additional properties may require amendment of this Agreement and adjustment of fees.

6. COMPLETE SCOPE OF SERVICES

Retail Merchandising & Strategy

- Develop, maintain, and periodically update the Downtown Lawrenceville Retail Merchandising Plan.
- Evaluate existing tenant mix and identify opportunities to strengthen Downtown Lawrenceville through strategic business recruitment.
- Advise the DDA regarding retail categories, restaurant uses, experiential concepts, entertainment venues, and service businesses that support a balanced and sustainable downtown environment.
- Recommend retail recruitment priorities based upon market conditions and available inventory.

Business Recruitment

- Recruit retailers, restaurants, entertainment concepts, service businesses, and entrepreneurs for both DDA-owned and privately owned commercial properties.
- Conduct local, regional, and national outreach to prospective businesses.
- Maintain relationships with commercial real estate brokers, developers, franchise representatives, and business owners.
- Conduct outreach at industry events and through Terra Alma's professional network.
- Coordinate meetings between prospective businesses, property owners, and DDA representatives.

Property Owner & Broker Relations

- Meet with downtown property owners to understand available inventory and leasing objectives.
- Coordinate with landlords, property managers, and commercial brokers to encourage quality tenant recruitment.
- Maintain current inventory of available commercial properties throughout Downtown Lawrenceville.
- Promote collaboration among property owners to support a complementary tenant mix.

Downtown Marketing & Promotion

- Promote Downtown Lawrenceville as a premier destination for retail, dining, entertainment, and services.
- Develop marketing campaigns highlighting available opportunities.
- Coordinate outreach through email campaigns, digital marketing, broker communications, and recruitment materials.

Reporting & Strategic Advisory

- Conduct biweekly meetings with DDA staff.
- Maintain a shared activity tracking report documenting recruitment efforts.
- Provide monthly written reports summarizing:
 - Prospect outreach
 - Property owner meetings
 - Broker engagement
 - Active prospects
 - Recruitment activities
 - Marketing initiatives
 - Strategic recommendations
- Provide quarterly updates regarding market conditions and recruitment opportunities.

B. Leasing Services for DDA-Owned Properties

For DDA-owned or DDA-controlled properties, Terra Alma shall provide commercial leasing brokerage services, including:

- Marketing available DDA properties.
- Preparing leasing packages and marketing materials.
- Conducting prospect outreach.
- Coordinating property tours.
- Preparing and negotiating Letters of Intent.
- Negotiating lease business terms.
- Coordinating lease review with DDA legal counsel.
- Managing the transaction through lease execution.
- Coordinating with cooperating brokers and tenant representatives.
- Assisting tenants through opening and commencement of operations.

7. LEASING COMMISSIONS, CO-BROKERAGE & INVESTMENT SALES

The Monthly Professional Services Retainer compensates Terra Alma for providing Retail Advisory, Economic Development, Business Recruitment, and Leasing Services under this Agreement. The retainer does not include brokerage commissions associated with the lease of DDA-owned or controlled properties.

7.1 Cooperating Brokers

If a prospective tenant is represented by a licensed cooperating broker or tenant representative, Terra Alma shall have the authority to negotiate the commission structure on behalf of the DDA. The Downtown Lawrenceville Development Authority shall be solely responsible for payment of any approved leasing commission, not to exceed four percent (4%) of the aggregate base rental payments due under the initial lease term.

7.2 Terra Alma as Procuring Broker

If Terra Alma or any of its licensed real estate agents directly procures a tenant for a DDA-owned or controlled property, the Downtown Lawrenceville Development Authority shall pay Terra Alma a leasing commission equal to four percent (4%) of the aggregate base rental payments due under the initial lease term.

The leasing commission shall be payable by the DDA upon execution of the lease.

7.3 Private Property Representation

Nothing contained herein shall prohibit Terra Alma from entering into separate brokerage agreements with private property owners located within Downtown Lawrenceville. Brokerage commissions for privately owned properties shall be negotiated separately between Terra Alma and the respective property owner.

8. INVESTMENT SALES

Should Terra Alma procure a purchaser for any DDA-owned property during the term of this Agreement, Terra Alma shall be compensated at the prevailing market commission rate customarily paid for commercial real estate transactions in the Atlanta metropolitan market.

A separate listing agreement may be executed for any property offered for sale.

9. PROTECTED PROSPECTS

Any tenant, purchaser, broker, franchise operator, or prospect introduced, recruited, toured, negotiated with, or materially cultivated by Terra Alma shall remain a protected prospect for twelve (12) months following termination of this Agreement.

10. EXCLUSIONS

Excluded prospects include those businesses the Downtown Development Authority has had discussions with regarding leasing DDA-owned or controlled space. If DDA-owned or

controlled property is leased by one of these individuals or businesses, a commission will not be due to Terra Alma:

1. Michael Simmons / Beans & Butter
2. Tid Griffin / Braselton Art
3. Mark Bailey / vintage furniture business
4. Chris Neely / vintage furniture business

Excluded services include:

- Property management
- Construction management
- Permit expediting
- Legal services
- Grant writing
- Architectural or engineering services
- Development consulting unrelated to leasing
- Properties not identified herein

11. REIMBURSABLE EXPENSES

DDA shall reimburse pre-approved third-party expenses not included within the Marketing Program Fee.

12. INDEPENDENT CONTRACTOR

Terra Alma shall act as an independent contractor.

13. CONFIDENTIALITY

Both parties agree to maintain confidentiality regarding proprietary information and business negotiations.

14. INDEMNIFICATION

[Insert existing indemnification language from current agreement.]

15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties.

DOWNTOWN LAWRENCEVILLE DEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

TERRA ALMA, LLC

By: _____

Sarah Gretzmacher
CEO & Managing Broker

Date: _____

EXHIBIT A

DESIGNATED PROPERTIES

1.
2.
3.