

COMMERCIAL LEASE

THIS LEASE (the "Lease") is made as of _____, 2025 (the "Effective Date") by and between CITY OF LAWRENCEVILLE, GEORGIA (hereinafter called "Landlord"), and PETALAND POND, INC. (collectively called "Tenant").

WITNESSETH:

1. PREMISES.

Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and contained herein to be paid, kept and performed by Tenant, leases and rents unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (being hereinafter called the "Premises"), to wit:

The property known as 523 W. Crogan St, Lawrenceville, GA (TAX PARCEL R5143 152), such Premises being more particularly described and shown on Exhibit A attached hereto and by this reference made a part hereof.

2. TERM.

Tenant shall have and hold the Premises for a term of **8 months** beginning on November 1, 2025 (the "Commencement Date"), and ending on June 30, 2026 at 11:59 p.m., Atlanta, Georgia, time, unless sooner terminated as hereinafter provided (such period being referred to herein as the "Term" or the "lease term").

Notwithstanding the foregoing, at any time during the Term Landlord or Tenant shall have the right to terminate this Lease. The City may terminate the Lease by written notice given to the Tenant at least sixty (60) days prior to the termination date. Tenant may terminate the Lease by giving at least sixty (60) days written notice to the City of its desire to terminate the Lease. Upon the effective date of said termination (as shall be noted in the aforementioned written notices), this Lease shall terminate and neither party shall have any further rights or obligations hereunder except those which by their terms survive the expiration or sooner termination of this Lease.

3. RENTAL.

Tenant agrees to pay to Landlord the annual base rent and all other sums due and payable under this Lease in advance on the first day of each calendar month during the Term hereof, at the address stipulated by Landlord herein. Rental for any period during the term hereof which is for less than one month shall be a prorated portion of the monthly rental due. Said annual rent shall be paid without demand, deduction or setoff, and in the amount per month for each individual law office as described below:

Monthly Rent Rate: \$1500.00/mo

4. LATE CHARGES.

If Landlord fails to receive all or any portion of a rent payment within ten (10) days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of

the costs Landlord will incur by reason of such late payment.

5. UTILITY BILLS, LANDSCAPING, MAINTENANCE EXPENSES AND TAXES.

Tenant agrees to pay all utility bills directly to the provider of such services for gas, trash collection, water and sewer, internet, and electricity to the Premises. Landlord shall pay, when due, all real property taxes due for the Premises, if any (it being understood and agreed that Tenant shall have no liability for same). Tenant shall be responsible for any personal property taxes, occupation taxes, and similar taxes or fees owed for operating a business at this location.

Tenant agrees to provide landscaping and grounds maintenance for the Premises and for the corner property with an address of 533 W. Crogan Street. Landscaping services shall be performed on a routine schedule. Any issues related to inadequate maintenance shall be addressed by Tenant within 10 days of written notice from Landlord. If Tenant does not complete maintenance with 10 days, Landlord shall be permitted to complete the required maintenance and bill Tenant the actual cost of completion.

6. USE OF PREMISES.

The Premises shall be used for growing and propagating plants (and all incidental uses ancillary thereto, but no direct sales from the Property) and any other use which complies with all applicable laws, and local ordinances. The Premises shall not be used for any illegal purposes.

7. INDEMNITY; INSURANCE.

Tenant agrees to and hereby does indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of the Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs actually incurred, except in the case of gross negligence or willful misconduct on the part of Landlord. Supplementing the foregoing and in addition thereto, Tenant shall during the Term 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 limits of at least \$300,000.00 per person and \$500,000.00 per incident, which insurance shall name Landlord as additional insured. Tenant shall provide evidence of such insurance to Landlord prior to the commencement of the Term of this Lease.

Tenant agrees to purchase at its expense and keep in force during the term of this Lease, personal property insurance covering "all risks" of physical loss, including loss of use, fire or other insurance peril. The insurance shall insure the value of all Tenants' property on the Premises including but not limited to improvements, fixtures, equipment, furniture and other personal property. Tenant hereby waives any right of action against Landlord for loss or damage to its improvements, fixtures or personal property except in the case of gross negligence or willful misconduct on the part of Landlord.

8. REPAIRS BY TENANT.

Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant.

9. ALTERATIONS.

Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 9 within thirty (30) days after Landlord's written request therefor. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. As a condition to giving its approval to any such alterations, additions, or improvements, Landlord may require Tenant to remove any alterations, additions or improvements at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

10. REMOVAL OF FIXTURES.

Tenant may prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal. On or before the expiration of the lease term, Tenant shall remove all personal property then located upon the Premises. In the event that Tenant fails to remove said personal property from the Premises, and such failure continues for thirty (30) days after written notice from Landlord, then Landlord shall be deemed to be storing the property at Landlord's expense and may, upon five (5) days written notice to Tenant, sell such property at a public or private sale, or may dispose of the property in any other manner without liability. The proceeds of such sale shall remain with the Landlord.

11. DESTRUCTION OF OR DAMAGE TO PREMISES.

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. Notwithstanding the foregoing, at any time that the Premises is damaged as set forth in this Section, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

12. GOVERNMENTAL ORDERS.

Tenant agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees to comply promptly 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 certified mail, which termination shall become effective sixty (60) days after receipt of such notice

and which notice shall eliminate the necessity of compliance with such requirements by giving such notice unless the party giving such notice of termination shall, before termination becomes effective, pay to the party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to the party giving notice.

13. CONDEMNATION.

Intentionally omitted.

14. ASSIGNMENT AND SUBLETTING.

Tenant shall not transfer this Lease or sublet the Premises.

15. EVENTS OF DEFAULT.

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:

(A) Tenant fails to pay the rental as provided for herein within five (5) days after written notice from Landlord that such rental remains unpaid (provided, however, that Landlord shall only be required to give such written notice two (2) times during any twelve-month period of the lease term); (B) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease, and such failure continues for thirty (30) days after written notice from Landlord (provided however, if a cure cannot be effected in such 30-day period, Tenant shall not be held in default if Tenant is diligently pursuing a cure to completion); (C) Tenant is adjudicated bankrupt; (D) 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; (E) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under the present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; or (F) Tenant makes an assignment for benefit of creditors.

16. REMEDIES UPON DEFAULT.

Upon the occurrence of an Event of Default, Landlord shall have the option of pursuing any one or more of the following remedies:

A. Landlord may terminate this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice;

B. Landlord may, from time to time without terminating this Lease, and without releasing Tenant in whole or in part from Tenant's obligation to pay monthly rental and additional rent

and perform all of the covenants, conditions and agreements to be performed by Tenant as provided in this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and, after making such alterations and repairs, Landlord may, but shall not be obligated to, relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable or acceptable; upon each reletting, all rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord, second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees, and of costs of such alterations and repairs, third, to the payment of the monthly rental and additional rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied against payments of future monthly rental and additional rent as the same may become due and payable hereunder; in no event shall Tenant be entitled to any excess rental received by Landlord over and above charges that Tenant is obligated to pay hereunder, including monthly rental and additional rent; if such rentals received from such reletting during any month are less than those to be paid during the month by Tenant hereunder, including monthly rental and additional rent, Tenant shall pay any such deficiency to Landlord, which deficiency shall be calculated and paid monthly; Tenant shall also pay Landlord as soon as ascertained and upon demand all costs and expenses incurred by Landlord in connection with such reletting and in making any alterations and repairs which are not covered by the rentals received from such reletting; notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

Landlord shall use commercially reasonable efforts to relet the Premises as soon as practicable to minimize Tenant's financial obligations. The Landlord shall make reasonable effort to ensure the rental rate and terms of such reletting are similar to that of the Tenant's current lease agreement. If the Premises are successfully relet, the Lease shall be deemed terminated as of the date the new tenant's lease begins, and Tenant's obligations shall be limited to amounts due prior to that date, including any shortfall in rent and reasonable reletting costs.

Anything in this Lease to the contrary notwithstanding, if Tenant is in default hereunder, Landlord shall not be entitled to receive from Tenant any consequential, special or punitive costs or damages incurred by Landlord as a result of Tenant's default.

Landlord shall be in default of this Lease if it fails to perform any term or provision under this Lease required to be performed by Landlord, and such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant; provided, if the nature of Landlord's default is such that more than thirty (30) days are reasonably required in order to cure, Landlord shall not be in default if Landlord commences to cure such failure within such thirty (30) day period, and thereafter diligently pursues the cure of such failure to completion. If Landlord shall fail to cure within the times permitted for cure herein, Landlord shall be subject to all remedies as may be available to Tenant at law or in equity (subject to other provisions of this Lease), including, without limitation, the right of Tenant to terminate this Lease.

17. EXTERIOR SIGNS.

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 governmental rules and regulations governing such signs, and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to such removal.

18. LANDLORD'S ENTRY OF PREMISES.

Landlord may enter the Premises at reasonable hours upon at least 24 hours' advance written notice to Tenant (except in the event of an emergency, in which event no such notice shall be required) to inspect the Premises to see that Tenant is complying with all of its obligations hereunder, to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining property, if any, and to exhibit the Premises to prospective purchasers.

19. EFFECT OF TERMINATION OF LEASE.

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.

20. SUBORDINATION.

Intentionally omitted.

21. QUIET ENJOYMENT.

So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof.

22. NO ESTATE IN LAND.

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.

23. HOLDING OVER.

If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at end of this 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, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Section 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be one hundred fifty percent (150%) of the monthly rental otherwise payable under Section 3 above.

24. ATTORNEY'S FEES.

In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled

to recover reasonable attorney's fees actually incurred to be fixed by the court in such action or proceeding.

25. RIGHTS CUMULATIVE.

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

26. WAIVER OF RIGHTS.

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

27. AGENCY DISCLOSURE

Tenant and Landlord each represents to the other that neither has dealt with brokers in connection with this Lease. In addition, no broker procured this Lease or is entitled to any commission in connection therewith. In the event either party has so dealt with a broker such party shall, to the extent permitted by law, if any, indemnify, defend and hold forever harmless the other party from and against any claim by such broker and from and against any and all costs directly or indirectly arising out of any such hiring.

28. ENVIRONMENTAL LAWS.

During the Term, Tenant shall comply with all applicable environmental laws at the Premises and Tenant shall not permit any of his employees, brokers, contractors or subcontractors, or any person present on the Premises to generate, manufacture, store, dispose or release on, about, or under the Premises any toxic waste or hazardous substances which would result in the Premises not complying with any applicable environmental laws. Notwithstanding anything in this Lease to the contrary, in no event shall Tenant be liable or responsible for the clean-up or any other remedial measures for any environmental contamination, if any, which was introduced in, on or under the Premises (a) prior to the Commencement Date hereof or (b) as a result of any act, negligence or willful misconduct by any prior tenant or owner of the Premises.

29. TIME OF ESSENCE.

Time is of the essence of this Lease.

30. DEFINITIONS.

“Landlord” as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises, “Tenant” shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or subtenants as to the Premises covered by such assignment or sublease. “Landlord” and “Tenant” include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

31. NOTICES.

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by national overnight courier, or by U.S. Certified Mail, return receipt requested, postage prepaid. Notices shall be delivered or sent to the addresses hereinafter stated, to wit:

Landlord: CITY OF LAWRENCEVILLE, GA
70 S Clayton St.
P.O. Box 2200
Lawrenceville, GA 30046
Attention: Chuck Warbington, City Manager

Tenant: PETAL AND POND, INC.
1026 Lawrenceville Highway
Lawrenceville, Georgia 30046
Attention: David Waters

All notices shall be effective upon delivery. Any party may change his notice address upon written notice to the other parties.

32. ENTIRE AGREEMENT.

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. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

TENANT: PETAL AND POND, INC.

By: _____(Seal)
Name:
Title:

LANDLORD: CITY OF LAWRENCEVILLE, GEORGIA

By: _____(Seal)
Name:
Title: