

## **GARDEN CENTER AGREEMENT**

This Garden Center Agreement (“Sublease”), is made as of March 1, 2021, by and between Outpost Natural Foods Cooperative, a Wisconsin stock cooperative (“Outpost”), and 414 Flowers, LLC, a Wisconsin limited liability company, and George Holtz, an individual (collectively, “Flowers”). The lease term shall be for 5 years. Either party can terminate the lease with 60 days written notice due by March 1 of subsequent years.

Outpost is the lessee of real property located at 2826 South Kinnickinnic Avenue, Milwaukee, Wisconsin, including all building and improvements (“Premises”), from DVC Holdings, LLC, (“Owner”), under a Lease Agreement dated December 13, 2004. Outpost is the owner of real property located at 7000 W State Street, Wauwatosa WI 53213. A drawing of the Premises subleased areas is attached hereto as Exhibit A. Outpost and Flowers want to enter into this Agreement for a portion of the Premises, and for a limited period.

1. **Agreement.** Outpost subleases to Flowers and Flowers subleases from Outpost, portions of the parking lots at each location which is shown on Exhibit A as the “Subleased Premises.” Flowers shall have the right to use a water spigot and power outlet and reasonable amounts of water and electricity from those locations. Flowers’ employees and customers shall have a right to use the restrooms in the Premises, but only for restroom purposes, and not to dispose of soil, plants or other material, and on terms of rules and regulations set forth by Outpost. Flowers shall remove all waste and materials from the Subleased Premises and shall not have the right to use the dumpsters or garbage disposal systems on the Premises.
2. **Term.** Flowers shall have the right to use the Subleased Premises starting on the 24<sup>th</sup> day of April, and with sales to begin as soon as set up is complete but no later than 9<sup>th</sup> day of May. The final day of sales shall be no later than July 4, and Flowers must remove all products, improvements, and other personal property no later than the end of the day on the 10<sup>th</sup> day of July. Flowers shall also have the right to use the Subleased Premises starting on the 15<sup>th</sup> day of November, and with sales to begin as soon as set up is complete but no later than the last Friday in November. The final day of sales shall be no later than December 24, and Flowers must remove all products, improvements, and other personal property no later than the end of the day on the 28<sup>th</sup> day of December.
3. **Operations.** Flowers will use the Subleased Premises only for the storage and sale of flowers, Christmas trees, wreaths, and other plants from Wisconsin growers. Flowers will be open for sales daily with hours falling between 9am and 8pm weather permitting, may expand or reduce hours with the consent of Outpost depending on foot traffic, and will clearly notify potential customers of any hours change with large format signage, and, with Outpost’s consent, may extend the hours until 9pm for one or two nights during the Term, to offer “Moonlight Madness” sales events. Flowers will staff the Subleased Premises, during all open hours, with at least 1 staffer. Flowers will be responsible for all employee costs for the operation. Outpost will have input into the type of plants and other products offered for sale if a conflict or customer concern arises. All sales by Flowers will be recorded through equipment owned by Flowers’. Flowers shall not have the right to use any utilities or internet service of Outposts, other than the water spigot and electric connection.
4. **Permits and Approvals.** Flowers shall have all responsibility to secure all permits and approvals required for its operation, and shall construct and operate any improvements it makes, in compliance with all applicable rules, laws and codes. Flowers shall provide copies of all permits and licenses to Outpost, prior to April 26, for spring operations and November 24 for winter operations, and will comply with all laws regarding displaying such licenses and permits.
5. **Improvements.** Outpost shall not be responsible to build any improvements for Flowers under this Sublease. Flowers shall install and construct an enclosure, shelving and other improvements, at Flowers’ own expense, for the sale, and shall build such Flowers’ Improvements in a good and workmanlike manner, in code compliance, with all permits required, and with no liens attaching to the Premises as a result of such work. Flowers shall not connect any improvements to the ground or building, without Outpost’s prior consent, in

order to confirm Flowers is not damaging the Premises and shall remove all improvements it brings to the Premises and repair any damage. No other alterations by Flowers are allowed.

6. **Contacts.** Flowers shall provide to Outpost, the names and cell phone numbers of all employees working on the Subleased Premises and the local manager, prior to set up on site. Any written notice to Flowers will be c/o George Holtz, PO Box 1035, Milwaukee WI 53201. Any written notice to Outpost will be to Ed Senger, Outpost Natural Foods, 3200 S. Third Street, Milwaukee, WI 53207.
7. **Deliveries.** Flowers may only accept deliveries between 7 and 11:30, in a delivery pattern determined by Outpost, in order not to conflict with deliveries of other products to the Premises or to unduly disrupt parking or traffic flow in the parking lots.
8. **Rent.** Flowers shall pay as rent for this Sublease, the following:
  - a. Base Rent in the amount of \$250 per month per location, with the first month's payment due on April 1 for spring sales and November 1 for winter sales, and each subsequent month's monthly base rent due to Outpost on the first of that month, to the party listed in paragraph 6 above; and
  - b. Percentage Rent in the amount of 5% of Flowers' gross monthly sales at the Subleased Premises for 2021 and 2022 season and 7% of Flowers's gross monthly sales at the Subleased Premises for subsequent seasons. On or before the 10<sup>th</sup> of each month after a month in which Flowers has had operations on the Subleased Premises, Flowers will provide to Outpost a record of all sales made from the Subleased Premises, in a form reasonably requested by Outpost, for purposes of verifying the amount of sales, and Flowers shall pay to Outpost on that same date, the percentage rent, and a final payment due no more than 30 days after each seasons end.
9. **Maintenance.** Flowers shall be responsible for all maintenance of its improvements on the Subleased Premises and Outpost shall have no responsibility for it. Flowers shall keep the Subleased Premises in a neat and orderly condition, throughout the term of this Sublease. Flowers shall provide whatever security Flowers needs for the Subleased Premises.
10. **Signs.** Flowers may install a banner sign on its Flowers' Improvements, described on Exhibit C, to advertise its business, and hereby gives Outpost the right to use Flowers' name and logo to advertise this business. Flowers shall not have the right to install any other signs without written permission from Outpost/
11. **Miscellaneous.** Flowers shall not use or allow the Subleased Premises to be used for any improper, immoral, unlawful or objectionable purpose or for any purpose which could injure the reputation of Outpost or the Premises or otherwise violate any recorded covenant or restriction affecting the Premises or violate the Primary Lease. Flowers shall not cause, maintain or permit any nuisance or commit or suffer the commission of any waste in, on or about the Premises. Flowers acknowledges and agrees that it has made its own independent investigation to confirm that the Flowers' use of the Subleased Premises for the permitted uses stated above will comply with all applicable covenants and restrictions and all applicable laws, rules, regulations and ordinances. Flowers shall not have the right to assign this Sublease or to further sublease any rights under this Sublease, or to allow Flowers' obligations under this Sublease to be carried out by any other entity. This Sublease is subject and subordinate to the Primary Lease. If Flowers does not vacate the Subleased Premises by the dates required herein, Flowers shall be liable for a penalty in the amount of \$1,000, in addition to all other amounts owing herein. Outpost shall have the right to enter the Subleased Premises at all times to inspect and confirm the terms of this Sublease are being complied with, to resolve any urgent situation, and to access the parts of the Premises adjacent to the Subleased Premises. This Sublease and its exhibits, which are incorporated herein, are the entire agreement between the parties. Any termination of the Primary Lease will terminate this Sublease. The parties signing below warrant they have the right to sign for those entities.

**12. Insurance and Indemnity.** Flowers shall, at Flowers's sole expense, during the entire Term of this Sublease keep in full force and effect a policy of comprehensive commercial general liability insurance against any loss, liability or damage on, about or relating to all or any portion of the Subleased Premises, and the business operated by Flowers in the Subleased Premises, with a combined single limit for bodily injury or property damage not less than \$1,000,000.00. Such insurance coverage shall name Flowers, Outpost and Owner as insureds. Flowers shall provide copies of all such insurance policies to Outpost prior to the beginning of each season. Flowers agrees to indemnify and save Outpost and Owner harmless against and from any and all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees), arising out of Flowers's occupancy of the Subleased Premises or from the conduct or management of the business conducted by Flowers in the Subleased Premises or Premises, or from any breach or default on the part of the Flowers in the performance of any covenant or agreement to be performed pursuant to the terms of this Sublease, or from any act of negligence of Flowers, its agents, contractors, servants, employees, subleases, concessionaires or licensees in or about the Subleased Premises or Premises. In case any action or proceeding is brought against Outpost or Owner by reason of any such claim, Flowers, upon notice from Outpost or Owner, shall defend such action or proceeding which is brought by reason of any such claim. Flowers, upon notice from Outpost or Owner, covenants to defend such action or proceeding by attorneys reasonably satisfactory to Outpost or Owner. Outpost shall have no liability to Flowers for any of his operations, improvements or personal property, and Flowers hereby indemnifies Outpost against all costs, expenses and liability, incurred in connection with Flowers' operations on the Premises. Flowers shall also be responsible for all acts of negligence of Flowers, its agents, employees, customers or invitees, and if required by the particular nature of Flowers's use of the Subleased Premises, all repairs and replacements otherwise the responsibility of Outpost or Owner under the Primary Lease or this Sublease.

**13. Default.** If Flowers is in default under any provision of this Sublease, Outpost shall have all rights under law and in equity, to enforce those provisions and for all damages, costs and expenses, including costs of attorney's fees to enforce this Sublease, including the right to immediately terminate Flowers' right of possession of the Subleased Premises.

**14. Security Deposit.** Flowers shall pay the amount of \$500 total to Outpost as a security deposit to insure the payment of and compliance of all terms of this Sublease, effective April 1 for spring/summer sales and on November 1 for winter sales and each subsequent year. Outpost may take money from such security deposit, upon notice to Flowers, to cure any such default.

**15. Guarantee.** George Holtz, of Flowers, agrees to personally guarantee payment of all amounts due under this Sublease and assumes all liabilities associated with Flowers's fulfillment of the terms and obligations required under the Sublease, including damages related to any breach or default.

**OUTPOST:**

OUTPOST NATURAL FOODS COOPERATIVE

By:

\_\_\_\_\_ Ed Senger, Director of Store Operations

**FLOWERS:**

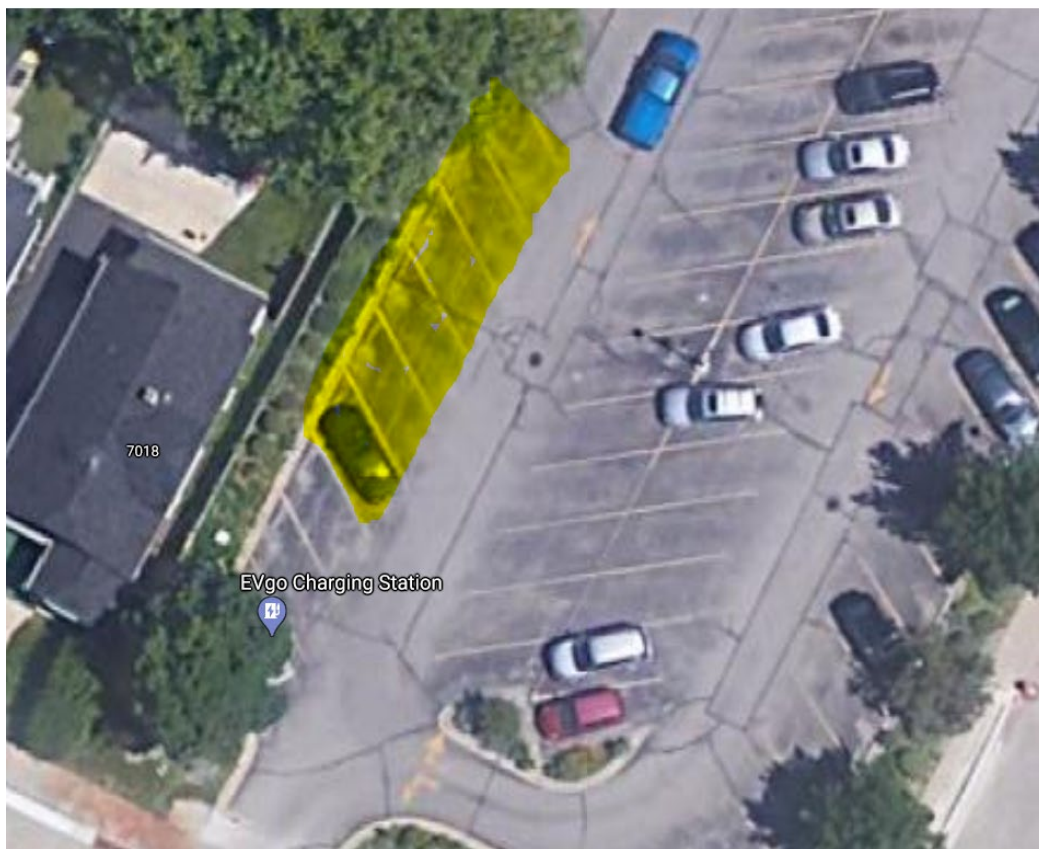
414 FLOWERS LLC

By: George Holtz 3/18/201 George Holtz, Owner & Proprietor

**Exhibit A** Subleased Premises- 2826 S Kinnickinnic Ave



7000 W State Street



## Exhibit C

### Signage

3' x 8' Logo banner, 3' x 8' changing Seasonal Sale banner & 2' x 3' category signs

