

Complete this application in its entirety and submit pages 4 and 5 along with the required materials (including any required supplements) as listed on page 2 to the address below:

City of Hampton Community Development Department, Planning Division 22 Lincoln Street, 5th Floor Hampton, Virginia 23669 OFFICE USE ONLY

9-24-2021

1. PROPERTY INFORMATION	,		
Address or Location 9 5 M	allory St. Ho	unpton VA 23	lole3
LRSN 12001371	0	Zoning District	
Current Land Use			
Proposed Land Use			
The proposed use will be in:	an existing building	☐ a new addition	☐ a new building
2. PROPERTY OWNER INFORMA			
Owner's Name <u>Llw (700</u>	1995		
Owner's Name Lew George Address 101 W. Main	St. Sute City N.	OVFULState_	zip_2351 <i>0</i>
Phone 757.314 3614	Email 1	Lovges @me.com	
3. APPLICANT INFORMATION (if	•		
Applicant's Name	Comer		
Address 313 Bangar Dv.	City ()	Scipcole State	<u>k</u> zip <u>2332.1</u>
Phone 157. 724. 36(5	Email VM (0	Atract @gmail.	con
4. APPLICANT AGENT INFORMA	TION (if different from a	pplicant)	
Agent's Name			
Address	City	State_	Zip
Dhono	Emoil		

# 5. CERTIFICATION FOR LEGAL ENTITY PROPERTY OWNERS

Complete this section only if the property owner is **not** an individual but rather a legal entity such as a corporation, trust, LLC, partnership, diocese, etc. as specified in Step 2 above.

"I hereby submit that I am legally authorized to execute this application on behalf of the fee-simple owner of this property. I have read this application and it is submitted with my full knowledge and consent. I authorize city staff and representatives to have access to this property for inspection. The information contained in this application is accurate and correct to the best of my knowledge."

Name(s), title(s), signature(s), and date(s) of authorized representative(s) of the legal entity (attach additional page if necessary): Name of Legal Entity 1865 Brewens Company LLC Signed by: Name (printed) William (ower \_\_\_\_\_, Its (title) Owner Name (printed) \_\_\_\_\_\_\_, Its (title) \_\_\_\_\_\_ \_\_\_\_ Date \_ Signature Lew GEORGES/aurer \_\_\_\_, Its (title) <u>OWN</u>ER for owner Date Sept. 8 Signature 6. CERTIFICATION FOR INDIVIDUAL PROPERTY OWNERS Complete this section only if the property owner is an individual or individuals. "I hereby submit that I am the fee-simple owner of this property. I have read this application and it is submitted with my full knowledge and consent. I authorize city staff and representatives to have access to this property for inspection. The information contained in this application is accurate and correct to the best of my knowledge." Name(s), signature(s), and date(s) of owner(s) (attach additional page if necessary): Name (printed) Date Went Signatuke-Name (printed) Signature OFFICE USE ONLY ☐ Supplemental Form (if required) □ Narrative Statement Application Form

☐ Survey Plat

☐ Application Fee

☐ Additional materials (if required)



Complete this supplement in its entirety and submit with the completed Use Permit application form to the address below:

City of Hampton Community Development Department, Planning Division 22 Lincoln Street, 5th Floor Hampton, Virginia 23669 OFFICE USE ONLY Date Received:

11/22/2021

Case Number: UP 21-00019

1. LOT INFORMATION
Current Number of On-site Parking Spaces NA Proposed Number of On-site Parking Spaces NA Facility USCS OFF SHE CITY Parking that Surrounds establishment
2. BUILDING INFORMATION  WHICH JSOU  Total Square Footage of Performance Area
Square Footage of Dance Floor NA Square Footage Served by Live Entertainment 1500
☐ Please attach a floor plan of the facility with all rooms labeled as to their use and square footage and showing the location of the areas designated above.
3. OPERATIONAL INFORMATION  Existing Use Brevery, Anny, Sthry Proposed Use Same as existing with 1905) C  Proposed Type(s) of Entertainment to be Offered 1908 C. Canady, Open M. C
Equipment Required for Type(s) of Entertainment to be Offered PA Speakers, Mics.  Entertainers to provide own equipment  Miside To  Seating Capacity 1 45146 50 Length of Ownership of this Business Lo months
Proposed Hours of Live Entertainment: Mon Tue Wed
mon-Sunday 10:00 Am-midnight for entertainment

# Attention City Officials,

1865 Brewing Company is a brewery and coffee shop in the Phoebus district of Hampton. The follow are the details requested in regards to the Use Permit required by the city.

**Square Footage:** Indoor space – 2500 square feet; Outdoor space – 1500 square feet

Number of Employees: 18 staff

**Operation Details:** Hours of operation - Monday through Sunday 7:00 am -midnight; The number of customers vary depending on the time of day and day of the week. Our compacity for indoors is 75 and the outdoor space is 75.

**Parking:** Parking is limited to the city parking lot behind our establishment and other public parking around the area.

**Traffic:** There is no circulation of traffic on the property of our business.

Business: We are a Brewing Facility; Brewery: Coffee shop

**Ownership/Management:** Owners - William Comer and Rodney Malone; General Manager - Rebecca Jones; Brewer/Manager- Randy Jones

# MALLORY STREET BREW PUB 9 S. MALLORY STREET HAMPTON, VIRGINIA

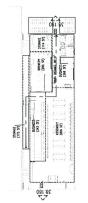
# INDEX OF DRAWINGS

MBER DRAWING TITLE		TITLE SHEET	AAL	GENERAL NOTES & LEGENDS	DEMOLITION FLOOR PLAN	FLOOR PLAN & DETAILS	REFLECTED CEILING PLAN & SOFFIT DETAILS	BUILDING ELEVATIONS	INTERIOR ELEVATIONS & DETAILS	DOOR / STOREFRONT ELEVATIONS, SCHEDULES & DETAILS	FINISH PLAN. SCHEDULE & DETAILS
DRAWING NUMBER	GENERAL	1000	ARCHITECTURAL	AE001	AD101	AE101	AE102	AE201	AE401	AE601	AF601





LOCATION MAP



# LIFE SAFETY PLAN (NOT TO SCALE)

# LIFE SAFETY GENERAL NOTES

- EXT DOOR CUADATES. SEE LIFE SMETH PLAN, THIS SMEET.
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- LIFE SAFETY KEY NOTES
- [1] EXISTING TENANT SEPERATION WALL PROVIDE 2 HR. RATING (SEE PARTITION TYPE "E" ON SHEET AEGO1) LIFE SAFETY LEGEND

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F.E.C.	FIRE EX	FIRE EXTINGUISHER / CABINE	/ CABINE

EGRESS CAPACITY (OCCUPANTS) ACTUAL OCCUPANT EXIT CAPACITY	TRE EXTINGUISHER / CABINET
EGRESS ACTUAL	FIRE EXT
11	

XXX FT. TO EXIT O X

G001

TITLE SHEET

PROJ. NO. 18.04 DATE March 28, 2018

# **BUILDING DATA**

NAME OF PROJECT:	MALLORY STREET BREW PUB
ADDRESS:	9 S. MALLORY STREET HAMPTON, VIRGINIA 23863
OWNER:	SEAN PEPE © PENINSULA RESTAURANT GROUP 6 E MELLEN ST HAMPTON, VA 23663
DESCRIPTION OF PROJECT:	INTERIOR BUILD-OUT FOR BREW PUB
APPLICABLE CODES:	
2012 VRGNAN UNFORM STATEWOE BUILDING CODE (VUSBC): SECO ON INTERVANCIAN BUILDING CODE, 2012 EDITION) NITERVATIONAL PLUMBROS CODE, 2012 EDITION NITERVATIONAL ELUMBROS CODE, 2012 EDITION NEW 770, ANIIONAL ELECTRIC CODE (NEC), 2011 EDITION CC/ANSI A117.1	unithing code (visible):  Code, 2017 Edinol)  I Edinoly  I Edinoly  NEC), 2011 Edinoly
USE GROUP:	A-2 (ASSEMBLY WITH MIXED USE / NONSEPARATED OCCUPANCY)
CONSTRUCTION TYPE:	V-B, UNPROTECTED
FIRE PROTECTION:	NOT SPRINKLERED
MAXIMUM HEIGHT ALLOWED:	1 STORY (VUSBC TABLE 503)
ACTUAL HEIGHT:	1 STORY (EXISTING TENANI SPACE)
ALLOWABLE AREA (PER FLOOR): ACTUAL TENANT AREA:	6,000 SF (TABLE 503) 2,286 SF SOUARE FEET (TOTAL TENANT AREA)
OCCUPANT LOAD (PER BET TABLE 1004.1.2): A-2. ASSUBLEY, UNDOCRIMENTED (15 \$57,00C.) F-2. MOLESTBAL: BRENERY (100 \$57,00C.) S-2. ACCESSORY STORAGE (300 \$57,00C.) TOTAL TOTAL	04.12); 956.57/15.57 = 64.0CUPANTS 285.57/10.57 = 1.0CUPANTS 285.57/10.57 = 1.0CUPANTS 70CC) 289.57/20.57 = 1.0CUPANTS 711.57/10.57 = 8.0CUPANTS
<ul> <li>MAXIMUM PROGRAMMED UCCUPANCY</li> </ul>	35
MINIMUM NUMBER OF EXITS:	2 EXITS (IBC 1015.1)
ACTUAL NUMBER OF EXIT:	3 EXITS
MAXIMUM EXIT DISTANCE ALLOWED: ACTUAL EXIT DISTANCE:	200 FEET (IBC TABLE 1016.1) 80 FEET
MAXIMUM COMMON PATH OF TRAVEL:	75 FEET (IBC TABLE 1014.3)
ACTUAL COMMON PATH OF TRAVEL:	14 FEET
MAXIMUM DEAD END CORRIDOR:	20 FEET (IBC 1018.4)
ACTUAL DEAD END CORRIDOR:	NONE
EGRESS COMPONENT WIDTH: DOOR WIDTH: EGRESS CORRIDOR WIDTH:	0.20 IN PER OCCUPANT (IBC TABLE 1005.3.2) MINIMUM DOOR WIDTH PER LEAF IS 32 INCHES/160 OCCUPANTS PER DOOR 44" (VUSBC TABLE 1018.2)
MINIMUM FIXTURES REQUIRED: • (IBC TABLE 2902.1)	2-WATER CLOSETS (1 PER 75 WALE / 1 PER 75 FEMALE) 2-LAVATORIES (1 PER 200 MALE / 1 PER 200 FEMALE)
	<ul> <li>WHERE RESTAURANTS PROVIDE DRINKING WATER IN A CONTAINER FREE OF CHARGE, DRINKING FOUNTAINS SHALL NOT BE REQUIRED IN THOSE RESTAURANTS. (IPC 410.3)</li> </ul>
NUMBER OF FIXTURES SUPPLIED:	2-WATER CLOSETS 2-AWATORES 0-DENKARTO CONTAIN 1-ESPACE SINK

PERMIT / BID SET

REVISIONS
No. Des Description

E89ES AV , NOT9MAH

9 SOUTH MALLORY STREET

MALLORY STREET BREW PUB



# MALLORY STREET BREW PUB

## E33ES AV , NOT9MAH 9 SOUTH MALLORY STREET



Description REVISIONS No. Date D

PROJ. NO. 8.04

DATE

GENERAL NOTES AND LEGENDS March 28, 2018

AE001 SHET 2 OF 9

BARDOUNDES/GN&COX.NET 714 GRAYDON AVENUE
PHONE: 757.622.7227
EMBIN: BARDON AVENUE

BARDOUN DESIGN P.C.

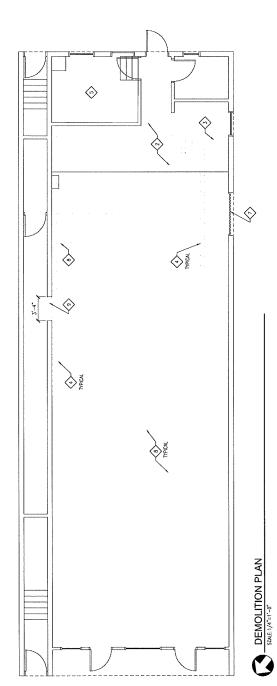
# GENERAL NOTES

- 1. DURING DEMOLITION, CONTRACTOR SHALL USE CAUTION TO PROTECT ANY ADJACENT WORK TO REMAIN.
- 2. PROPER MEMS AND METHODS FOR DIVERSON AND PROTECTION OF PRESENT WAS ARREST. THE SHALL BE INVESTED THE THE AND AUMENTED TOWNSTRONG IN ACCORDANCE WITH HE APPLICABLE PROVISION OF ALL OTHER APPLICABLE CODES.

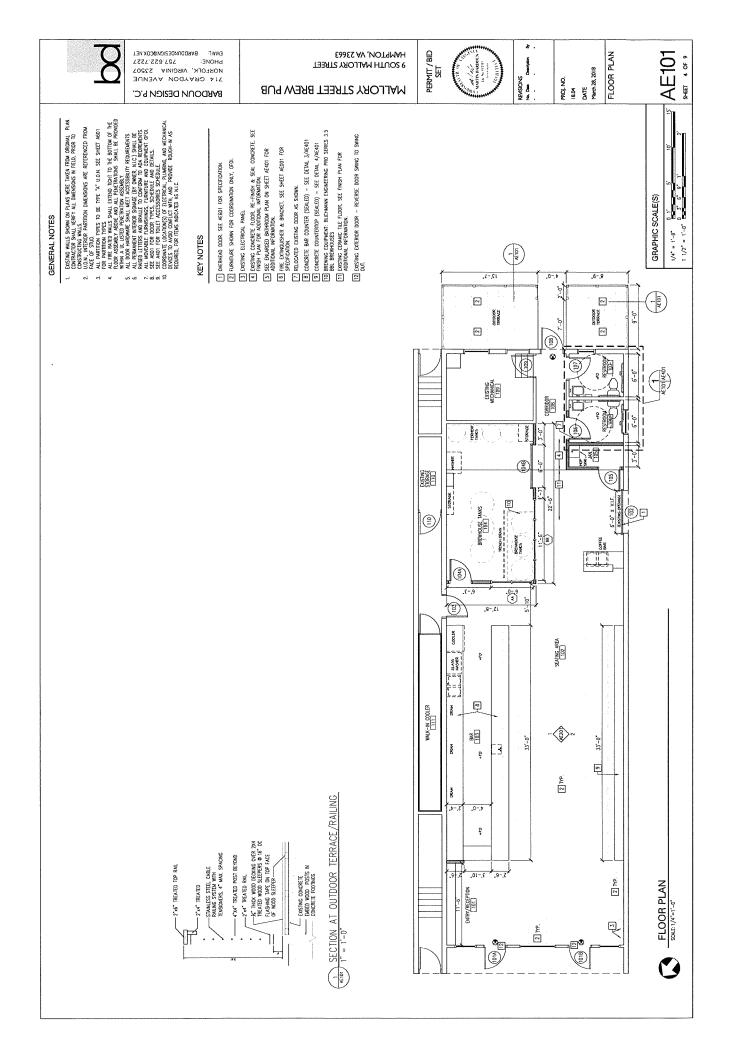
# KEY NOTES - DEMOLITION

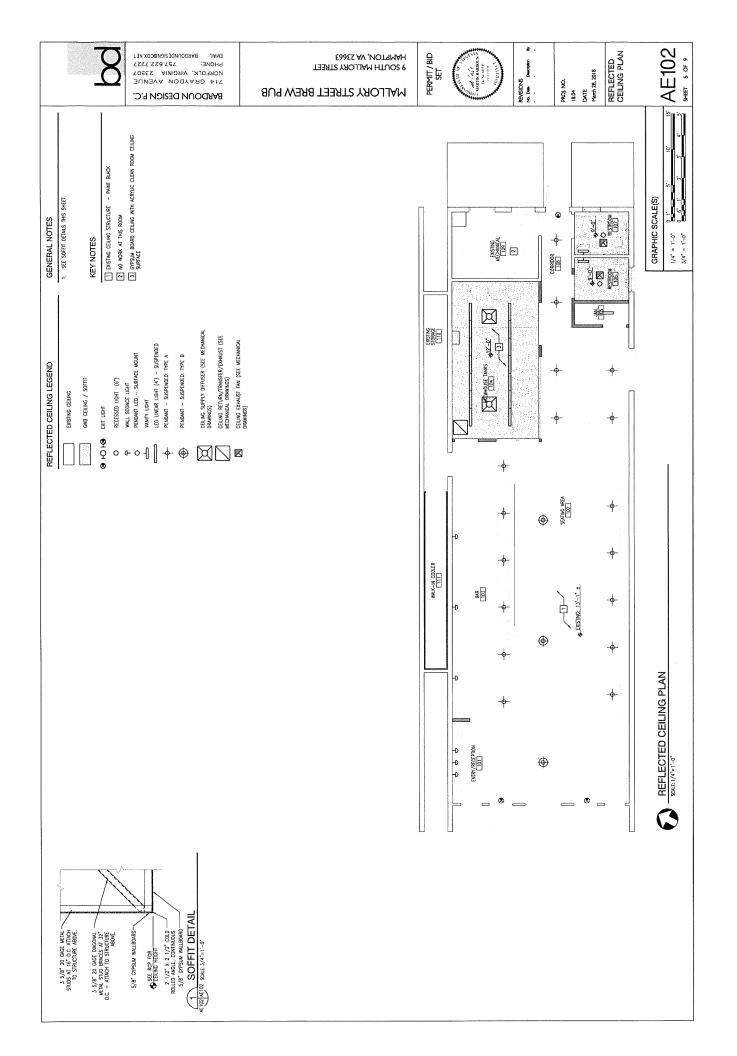
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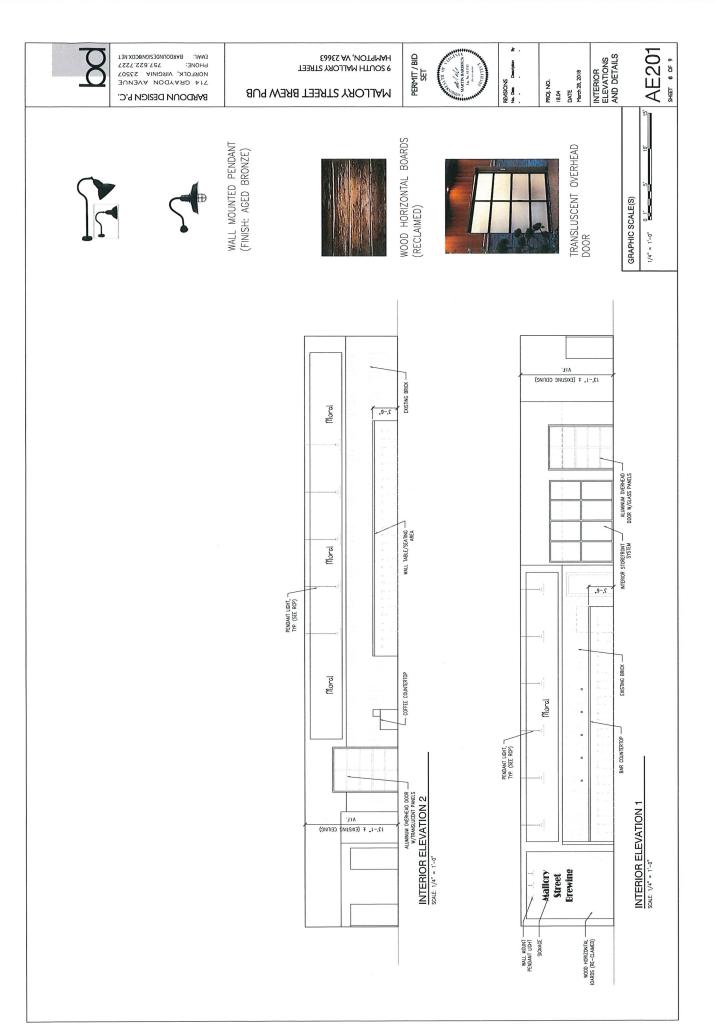


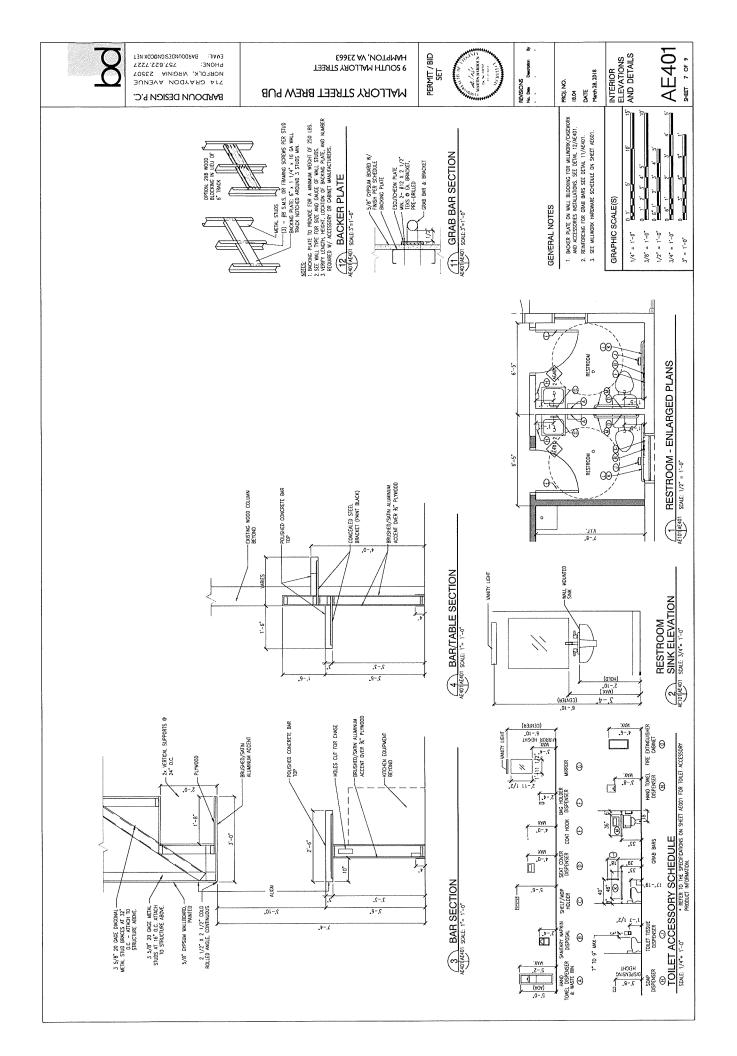


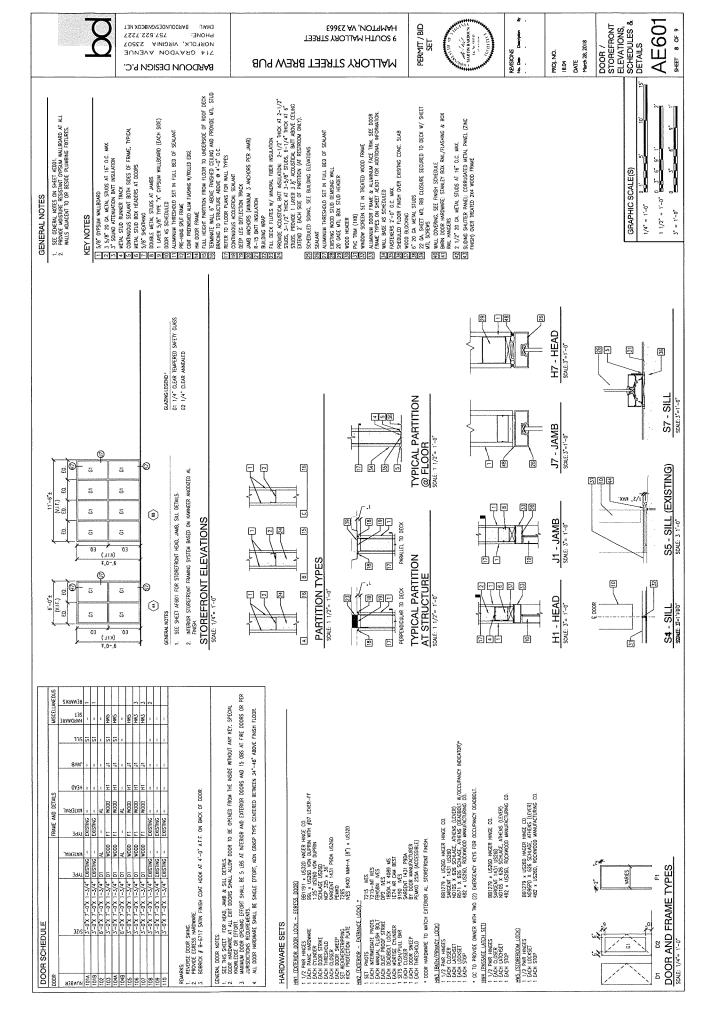
1/4" = 1'-0"



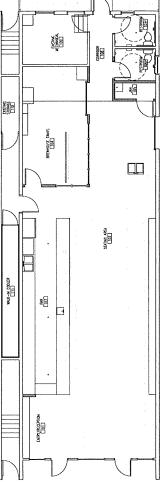








PERMIT / BID SET FINISH PLAN, SCHEDULE & DETAILS BARDOUNDESIGN GCOX, NET E88ES AV , NOT9MAH MAKTIN BARDOLN 7527.S23.787 9 SOUTH MALLORY STREET PROJ. NO. 18.04 DATE March 28, 2018 714 GRAYDON AVENUE REVISIONS MALLORY STREET BREW PUB BARDOUN DESIGN P.C. USS SERES OLYMPA MERO CLUMPIUS, 423) TETTURE THE EDGE THE UNE BENEL SEE 2472475/9". COLOR WHITE, GRO PROFILE DONN FINELINE DOST THET WILL MELOLINE SENDENIME LESTIVE THE SENDENIES SHETTINGS ENERGY SHETTINGS FINELY CELLINGS FINELS. FERROSS ENERGY ENERGY CELLINGS FINELS SHETTINGS FINELY CELLINGS FINELS SHETTINGS FINELY CELLINGS FINELS. RIBBER BASE, BASS OF DESIGNE, JOHNSONIE, IRAUTIQUAN WALL BASE, PROFILE, COME, COLOR, TO BE SELECTED BY OWNER, SUZE, 471, 127) COLLS. RUBBER BASE, BASE OF DESIGNE, JOHNSONIE, MILLINDSK WALL BASE, PROFILE, MANDALAY, COLOR, TO BE SELECTED BY OWNER, SUZE, 4,514 1,2,3 1,2,3 1,2,3 1,2,3 ENSTING CONCRETE FLOOR, REPARED, POLISHED & SEALED EXISTING CONCRETE FLOOR, REPARED AND SEALED W/COMMERCUAL RESTAURANT EPOXY FLOOR COATING (BASIS OF DESIGN: EVERIAST FLOOR) WALLCOVERING, BASIS OF DESIGN: WOLF GORDON, PATTERN: COLD RUSH 09146181 STERLING (NON-PERFORATED, AT ALL RESTROOMS) FIBER GLASS REINF, PLASTIE PAREIS (FRP) – WARTIE, 105, WHITE, FEBBLED, 874" SHETTS
PRINT, BASS OF DESCHA BEALWARN MODEL, E.O. SPET, COLDOR — COLO "PLACE MERIE", INNER EGISHELL ON WALLS
PRINT, BASS OF EGISH BEALWARN MODEL, EODS SPET, CLORR BLACE, HARF, FLAT ON LINGERBED, OF SERTIS AND CELENCES
PRINT, BASS OF DESCHA BEALWARN WORDE, COLORIES (POTA WARTIE), FLATOR WARTIE, TARSO, EOTS
PRINT, BASSAM MODEL, COLOR, OF 4-19 'DECORAGIOS MITT, INNER FLAT ON LUNGSSAGE OF SERTIS AND CELENCES
PRINT, BRAMBAN MODEL, CLOUGE OF 4-19 'DECORAGIOS MITT, INNER FLAT ON LUNGSSAGE OF SERTIS AND CELENCES EXPOSED 8 EXPOSED EXPOSED Į. ¥ WALLCOVERING FIBER PANEL BRICK/GYP PAINT SEE SHEET AFTOZ FOR CELLUA AND SOFFIT FINISH LIOCATIONS.
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EXISTING STORAGE
WALK IN COOLER BREWHOUSE TANKS SEATING AREA 105 JANITOR 106 RESTROOM 107 RESTROOM 80 E 108



FINISH FLOOR PLAN

|AF601

9 1 5

1/4" = 1'-0"

GRAPHIC SCALE(S)

SHEET 18 OF 9

SCALE: 3/16"=1"-0"

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PLANCOD OR MAY SUSSIFIZE E RECORNES OF ALL MELVONER PARTICLE BOARD IS NOT ACCIPINABLE. ⊀ದಲ್ಪಟ್ಟಲ್≖

GENERAL FINISH NOTES

INTERIOR FINISH SCHEDULE

Tupstairs 1865 Brewing Company Layout

The Standard Standard Standard Layout

The Standard St Front Lentrance 5'x4 Barara Brewent garage Door Brewings facility Bathrom Buthrown mechanical vivon Patro Undoor diving Slage

Petro. 1734 Square ft. Stage-234 Square ft = Pootro entrance Door for Brewery Door Upstans Katchen 18765 Brewing Company 1 = tables Patro = couches & chars 95 Mallony 87. Hampton VA 28663

# Commercial Lease

THIS LEASE, made this 2<sup>nd</sup> day of June 2020 by and between Lewis J. and Amy F. Georges and/or Assigns (herein called "Landlord"), and William Alexander Comer Jr. and Whitteney L. Guyton DBA 1865 Brewery Company LLC (herein called 'Tenant").

# WITNESSETH:

- 1. PREMISES Landlord leases and demises to Tenant and Tenant takes and leases from Landlord the following described property (herein called "Demised Premises"): Approximately 2,521 square feet of rentable space, located on the first floor of a building containing a total of 5,152 square feet known as 9 S. Mallory St., Hampton, Virginia 23663 and as further shown on the attached floor plan labeled Exhibit "A".
- 2. TERM. The original term of this Lease shall be for Ten (10) year and Four (4) months and shall commence on, July 1 2020, the "Commencement Date" and terminate at the end of One Hundred and Twenty Sixth (126) month after the lease Commencement Date. Rent for the 126-month lease year term will be described below.

  This Lease shall have Two (2) Five (5) renewal options as described below. The rent payable for

This Lease shall have Two (2) Five (5) renewal options as described below. The rent payable for renewal terms, pursuant to this Lease shall be described below in Paragraph 44 "Renewal". Such rent shall increase and shall be paid in equal monthly installments in addition to other rents described in this Lease and shall be subject to all terms and conditions of this Lease. The word "term", whenever used in this Lease with reference to the duration hereof, shall be construed to include any renewal or option term as well as the original term. Option for renewal terms, shall be described in Paragraph 44.

- 3. PURPOSE. The Demised Premises shall be used for the sale, production, and distribution of beer, on and off premises restaurant and brewery, coffee shop, as well as the retail sales of related products, and for no other purpose whatsoever.
- 4. RENT, "STOP", AND WAIVER OF HOMESTEAD EXEMPTION. Landlord reserves, and Tenant covenants to pay to Landlord, on the Commencement Date, "Rent Commencement Date", an annual rent, as stated below, payable during the term, without demand therefor being made, and without offset in monthly installments as stated below:

Term	Monthly Rent	Annual Rent	
YEAR 1: July 1 2020 - October 31 2020 November 1 2020 - June 30 2021 Months)	\$0 (4 Months) \$3,500.00	\$28,000.00 (8	
YEAR 2 - 5: July 1 2021 - June 30 2025	\$3,811.00	\$45,732.00	

to Landlord, and further provided the premises are in clean condition and Tenants personal property has been removed.

- 8. LATE PAYMENTS. In the event any installation of rent is not received at the location as provided for in Paragraph 5 within five (5) days after it becomes due, a late charge of 10% of Monthly Rent will be charged and, if not paid within thirty (30) days, such rent and late fee shall bear interest at the maximum legal rate, and all of the foregoing shall accrue as additional rent. Tenant further agrees to pay (or reimburse Landlord promptly if Landlord elects to pay) any and all Tenant further agrees to pay (or reimburse Landlord promptly if Landlord elects to pay) any and all reasonable attorney's fees and court costs incurred in connection with the collection of delinquent reasonable attorney's fees and court costs incurred due to other default by Tenant.
  - 9. ASSIGNMENT. Tenant covenants that the Demised Premises shall be used only for the purposes aforementioned, and that Tenant will not assign this Lease nor sublet the Demised purposes aforementioned, and that Tenant will not assign this Lease nor sublet the prior written Premises or any part thereof, nor permit any other person to occupy same, without the prior written Premises or any part thereof, which consent shall not be unreasonably withheld. Tenant agrees to pay consent of Landlord, which consent shall not be unreasonably withheld. Tenant agrees to pay Landlord a minimum fee of \$500.00 in respect to each transfer or assignment of Tenant's estate, or any part thereof, hereunder.
    - 10. USE OF COMMON AREAS. Occupancy by Tenant of the Demised Premises shall include the use in common with others entitled thereto of the parking areas, service roads, and include the use in common with others entitled thereto of the parking areas, service roads, and include the "Common Areas"), subject, however, to the terms and conditions of this lease and to sidewalks (the "Common Areas"), subject, however, to the terms and conditions of this lease and to sidewalks (the "Common Areas"), subject, however, to the terms and conditions of this lease and to sidewalks (the "Common Areas"), subject, however, to the terms and conditions of this lease and to sidewalks (the "Common Areas"), subject, however, to the terms and conditions of this lease and to sidewalks (the "Common Areas"), subject, however, to the terms and conditions of this lease and to sidewalks (the "Common Areas"), subject, however, to the terms and conditions of this lease and to sidewalks (the "Common Areas"), subject, however, to the terms and conditions of this lease and to sidewalks (the "Common Areas"), subject, however, to the terms and conditions of this lease and to sidewalks (the "Common Areas"), subject, however, to the terms and conditions of this lease and to sidewalks (the "Common Areas"), subject, however, to the terms and conditions of this lease and to sidewalks (the "Common Areas"), subject, however, to the terms and conditions of this lease and to sidewalks (the "Common Areas"), subject, however, to the terms and conditions of this lease and to sidewalks (the "Common Areas"), subject, however, to the terms and conditions of this lease and to sidewalks (the "Common Areas"), subject, however, to the terms and conditions of this lease and to sidewalks (the "Common Areas"), subject, however, to the terms and conditions of this lease and to sidewalks (the "Common Areas"), subject, however, to the terms and conditions of the t
      - 11. REMEDIES FOR DEFAULT. Tenant covenants that if the Demised Premises at any time are deserted or abandoned, or if Tenant defaults for a period of thirty (30) days in paying any installment of rent when due or in performing any covenant, provision or condition herein contained binding upon Tenant, Landlord shall have, in addition to all other rights and remedies provided by law, the right, without notice to Tenant, to enter and take possession of the Demised Premises, peaceably, and to terminate this Lease; and Landlord may re-let the Demised Premises, in whole or in part, in one or more leases, for the unexpired portion of the term, or any part thereof, and receive the rent therefor and apply it to the rent and other charges due hereunder. The rate and terms of such re-letting to be such as Landlord deems expedient, and Landlord's action shall be final and binding upon Tenant, and Tenant agrees to pay promptly to Landlord on demand, at one time or from time to time, any difference between the rent and other charges payable hereunder and any smaller amounts collected by Landlord from the tenant or tenants to whom the Demised Premises may be re-let as aforesaid. If Tenant goes into bankruptcy, voluntary or involuntary, or goes into receivership, or is adjudicated insolvent, or makes a general assignment for the benefit of creditors, Landlord shall have the right to terminate this Lease at such times thereafter as Landlord may elect and in any such event and/or election Landlord shall have all the rights and/or remedies provided by law and/or this Lease.
        - 12. FIRE HAZARD. Tenant agrees to install such fire prevention and/or extinguishing equipment as Landlord may reasonably require from time to time in writing, or as may be required by law. Tenant further agrees not to do anything which will increase the rate of fire insurance during the term of this Lease.

- 17. DAMAGE BY VANDALS. Tenant covenants that if the exterior and/or the interior of the building in which the Demised Premises is located are damaged by persons breaking or attempting to break into the Demised Premises, or by vandals, the cost of repairing any and all damage to the Demised Premises and said building caused thereby over and above any insurance proceeds Demised Premises and said building caused thereby over and above any insurance proceeds received by Landlord in respect thereto (it being understood by Tenant that Landlord is not required to carry any such insurance) will be borne by Tenant and promptly paid by Tenant to Landlord.
- 18. SIGNS. Tenant covenants not to paint or place (nor permit to be painted or placed) any sign or other advertising device, bill or billboard upon or about the Demised Premises (or the exterior of the building in which the Demised Premises are located), or any part thereof, without the prior written permission of Landlord, which permission shall not be unreasonably withheld or prior written permission of Landlord, and any door signage shall be a Tenant responsibility, and shall delayed. Exterior wall mounted, and any door signage shall be a Tenant responsibility are copy of require prior written Landlord approval. Tenant shall provide Landlord or its Agent with a copy of the proposed signage logos, colors and style letters with dimensions prior to contracting for the sign. Tenant agrees such signage will comply with city/county codes.
  - 19. NUISANCE. Tenant covenants not to allow the Demised Premises to be used for any illegal or immoral purpose, and not to do (or suffer to be done) in or about the Demised Premises any act or thing which may be a nuisance, annoyance, violation of any Landlord adopted Rules and Regulations, inconvenience or damage to Landlord, Landlord's other tenants, the occupants of adjoining property, or the neighborhood.
- 20. NO ALTERATIONS. Tenant covenants not to paint the Demised Premises or any part "thereof, not to make (or suffer to be made) any waste thereon or alterations or improvements therein or thereof, not to make (or suffer to be made) any wooden floor, without prior permission of Landlord. "or thereto, not to place any covering over any wooden floor, without prior permission of Landlord. Such consent shall not be unreasonably withheld or delayed.
  - on the roof of the building in which the Demised Premises are located, and (2) not to cut into or drive nails into or otherwise mutilate said roof. Landlord covenants to keep the gutters and drive nails into or otherwise mutilate said roof. Landlord covenants to keep the gutters and downspouts free of trash, leaves and gravel. No antennas will be installed on the exterior of the office building by the Tenant, or their agents, without the written approval of the Landlord. If such antenna is installed, they shall be removed by Tenant at the Tenant's expense.

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22. COMPLIANCE WITH GOVERNMENT REQUIREMENTS. Tenant agrees that
Tenant has received and will keep, at Tenant's expense, the Demised Premises and all
appurtenances thereto, in good, safe, tenantable and sanitary condition; that Tenant will, at Tenant's expense, promptly comply with and carry out all laws, ordinances, rules, regulations and expense, promptly comply with and carry out all laws, ordinances, rules, regulations and expense, promptly comply with and carry out all laws, ordinances, rules, regulations and expenses (including zoning) of the federal, state, municipal and county governments, relating to requirements (including zoning) of the federal, state, municipal and county governments, relating to requirements and/or the business conducted therein; and that Tenant will indemnify and the Demised Premises from any and all liability for damage to persons and property caused by the save Landlord harmless from any and all liability for damage to persons and property caused by the breach of any covenant or agreement of Tenant contained in this Lease. Tenant recognizes that breach of any covenant or agreement of Tenant contained in this Lease. Tenant recognizes that breach of any covenant or agreement of Tenant contained in this Lease. Tenant recognizes that breach of any covenant or agreement of Tenant contained in this Lease. Tenant recognizes that breach of any covenant or agreement of Tenant shall not intended use(s) or that the Demised Premises can be used for such purpose(s), and Tenant shall not intended use(s) or that the Demised Premises can be entitled to any abatement of rent payable have the right to terminate this Lease, nor shall Tenant be entitled to any abatement of rent payable and the right to terminate this Lease, nor shall Tenant be entitled to any abatement of rent payable and the provisions of this Lease or any claim for damages, in the event Tenant cannot use the under the provisions of this Lease or any claim for damages, in the event Tenant intends to use same.

Landlord's willful acts, or unless Landlord fails to make a repair which Landlord has agreed to make within a reasonable time after being notified in writing by Tenant of the need therefor.

29. INSURANCE BY TENANT. Tenant agrees that Tenant will hold Landlord harmless from any and all injury or damage to person or property in, on, or about the Demised Premises and the portion of the Common Areas immediately adjoining the Demised Premises, including, without limitation, all costs, expenses, claims, or suits arising in connection therewith. Additionally, Tenant will, at all times during the Term of this Lease, at Tenant's own cost and expense, carry general public liability insurance on the Demised Premises and immediately adjoining Common Areas, with limits of not less than One Million Dollars (\$1,000,000.00) for a single occurrence and Two Million Dollars (\$2,000,000.00) for multiple occurrences, which insurance shall be written or endorsed so

Said policy or policies shall be written to contain a hold harmless clause protecting Landlord as to protect both Landlord and Tenant.

against all liability which Tenant may have under this hold harmless provision.

.

Said policy or policies shall contain a provision that it will not be canceled by the carrier

Tenant covenants that all certificates of such insurance policies, for the initial Term and without a thirty (30) day advance notice in writing to Landlord. continuing Terms of renewal pursuant to this Lease, shall be delivered to Landlord. If Tenant fails to provide such insurance, Landlord may, but shall not be required to, obtain such insurance and collect the cost thereof as a part of the Rent herein reserved.

- 30. NO SUBROGATION. All fire insurance, extended coverage, and policies relating to other casualties carried by any party to this Lease covering the Demised Premises and/or the contents thereof, shall expressly waive any right on the part of the insurer against any other party to this Lease, which right, to the extent not prohibited or violate of any such policy, is hereby expressly waived. The parties to this Lease agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the party or parties in whose favor such waiver clause or endorsement runs pays such extra cost, If extra cost shall be chargeable therefor, each party shall advise the others of the amount of the extra cost, and the other party or parties, at its or their election may pay the same, but shall not be obligated to do so.
  - 31. SUBORDINATION. This Lease is made and accepted by Tenant, subject and subordinate in law and in equity to any existing, future and/or new mortgages and/or deeds of trust secured by the land and building of which the Demised Premises are a part or which may at any future time be placed thereon, and to any extensions, modifications and renewals thereof, and to the prior right of the mortgagees or lenders thereunder, If required by Landlord, Tenant will execute, acknowledge and deliver any and all agreements subordinating this Lease to any deed of trust or mortgage now or hereafter executed, secured by the said land and buildings.
    - 32. OCCUPANCY. If Tenant is unable to obtain possession of the Demised Premises at the beginning of the term hereof due to any act or conditions beyond Landlord's control, such as damage by fire or other casualty Landlord shall not be liable for any loss or damage resulting therefrom and this Lease shall not be affected thereby in any way, but the rent payable hereunder shall be proportionately abated until the premises are available for occupancy by Tenant; provided, however, that if the Demised Premises are not available for Tenant's occupancy within ninety (90) days after the beginning of the term, Tenant may terminate this Lease by giving Landlord written notice thereof within ten (10) days after the lapse of said ninety (90) day period.

Attention Lew Georges
Phone: 757-314-3614
Fax: 866-932-6499
ti.

Email:	wlg@synergyhealthco.com
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Email:

- 39. SHORT FORM LEASE. The parties hereto agree that at the request of either party, a short form Lease, of even date herewith, describing the Demised Premises, setting forth the term and referring to this Lease, shall be promptly executed and recorded at the cost of the requesting party
- 40. HEIRS AND EXECUTORS BOUND. All the provisions, conditions and agreements of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.
- 41. MARGINAL HEADINGS. The headings appearing in each paragraph of this Lease are Intended only for convenience of reference and are not considered in construing this instrument of any paragraph hereof.
- 42. COMPLETE AGREEMENT. This Lease constitutes the entire contract and understanding of the parties. All prior negotiations of the parties have been merged with this Lease and there are no understandings, representations, warranties or agreements, either oral or written, other than those set forth herein; and this Lease shall not be amended or altered in any manner sunless such amendment or alteration shall be in writing and signed by all parties hereto,
- 43. EXECUTION. This Lease is not binding on Landlord until it is signed, acknowledged and delivered by or on behalf of Landlord.
- 44. RENEWAL. Provided this Lease is in full force and effect, and no default by Tenant has occurred, the lease can be renewed for Two (2) additional Five (5) terms, with 120 days prior wriften notice from Tenant to Landlord. Tenant's rights as to this option are personal to the original \*Tenant executing the Lease and may not be exercised or be assigned, voluntarily, by or to any person or entity other than the original Tenant. The base rent shall increase by Five Percent (5%) annually and all other terms of this lease will remain in full force and affect.
- 45. AGENCY DISCLOSURE. Both Landlord and Tenant acknowledge that Divaris Real Estate Inc. represents the Landlord in this transaction and each party warrants and represents that it negotiated for the Lease with no other brokers. The Landlord shall pay Divaris Real Estate, Inc. a leasing commission of Six (6%) percent of the then current annual rent; commission shall be paid for the total 124-month lease value, annually, commencing upon rent commencement (November 1 ~2020), and thereafter on each lease anniversary date, commencing July 1 2021. Said commission shall include any and all expansions, renewals, extensions, and or assignments in which Landlord will pay Divaris Real Estate a commission equal to Six percent (6%) of the aggregate value of the then current lease year. In the event of a sale of the property, Landlord will pay Divaris Real Estate Inc. a commission equal to Six percent (6%) of the gross sales price, at closing.
  - 46. LANDLORD'S FIRST LEIN ON BREWERY EQUIPMENT. Landlord and Tenant agree that all aspects of the Brewery Equipment (Exhibit D, listing the equipment) (collectively "Brewery Equipment") are fixtures permanently attached to the leased Premises. Landlord and Tenant also agree that in the event of Default of the lease by Tenant, or expiration of the

IN WITNESS WHEREOF each corporate party hereto has caused this Lease to be executed in its name and behalf by its duly authorized President, or one of its Vice Presidents and its corporate seal to be affixed hereto; each individual party hereto has hereunto set his hand and seal; and each partnership party hereto has caused this Lease to be executed in its name and behalf by all of its general partners.

LANDLORD:	Liewis J. and Amy F. Georges at	nd/or assigns	
	BY:	6/8/2020 Date	·
	BY:	Date	,
My Commission Expires: 4	Notary Public	TH day of JUNE	, 20 20  NEISHA  My Comm. Expires  1/30/2004  7218609
STATE OF CITY OF  The foregoing instrum by Amy F. Georges.	_, to-wit: nent was acknowledged before me this _	day of	20
	Notary Public		
My Commission Expires:			

TENANT:	William Alexander Comer J	r
	BY: 6/5/2020 Date:	
STATE OF VIRGINIO	,-to-wit:	
The foregoing instrum by William Alexander Come  My Commission Expires:	nent was acknowledged before me this r Jr.  Notary Public  1 3 2 2 3 3	NOTARY PUBLIC REG, #7653878
TENANT:	Whitteney L. Guyton  BY:  6/5/2020  Date:	EXPIRES  1/31/2023  WEALTH OF
The foregoing in by Whitteney L. C	strument was acknowledged before me Juyton	this 5 day of ( una, 20 at
My Commission Expires:	1/31/2023	NOTARY PUBLIC REG. #7653873 FTT HE MAY COMMISSION TO SEXPIRES 1/31/2023

# EXHIBIT B

# WORK LETTER

agreed to accept the Premises without any obligations for the performance of improvements or other work by Landlord and Tenant desires to perform certain improvements thereto, including the improvements and work set forth on Schedule 1 to this Exhibit "B" as the responsibility of Tenant (the "Tenant's Work"). Such Tenant's Work shall be in accordance with the provisions of this Work Letter, and to the extent not expressly inconsistent herewith, in accordance with the provisions of the Lease. Performance of the Tenant's Work shall not serve to abate or extend the time for the commencement of Rent under the Lease, except to the extent Landlord delays approvals beyond the times permitted below, and except as otherwise set forth in this Lease.

2. <u>Cost of the Tenant's Work.</u> Except as provided hereinafter, Tenant shall pay all costs (the "Costs of the Tenant's Work") associated with the Tenant's Work whatsoever, including without limitation, all permits, inspection fees, fees of space planners, architects, engineers, and contractors, utility connections, the cost of all labor and materials, bonds, insurance, and any structural or mechanical work, all HVAC equipment, sprinkler heads, or modifications to any building mechanical, electrical, plumbing or other systems and equipment or relocation of any existing sprinkler heads, either within or outside the Premises required as a result of the layout, design or construction of the Tenant's Work.

Of the Costs of the Tenant's Work, Landlord shall reimburse Tenant an amount equal to \$80,000.00 (the "Tenant Improvement Allowance"). Provided no Event of Default exists under the Lease and that no mechanic's, materialmen's, or other such liens have been filed against the Building or the Premises arising out of the design or performance of the Tenant's Work (which have not been removed, discharged or bonded over by Tenant), Landlord will pay the Tenant Improvement Allowance to Tenant on a periodic draw basis no more often than two (2) times within any one month period within three (3) business days after all of the following have been satisfied:

- (A) Tenant has provided copies of the building permits for the Tenant's Work;
- (B) All mechanics' lien releases or other lien releases from Tenant's general contractor, if any, and subcontractors and materials suppliers for all work, labor and material subject to prior draw requests, which are notarized (if required by Landlord), unconditional and in recordable form or in such form as Landlord shall have approved have been obtained and delivered to Landlord;
  - (C) An itemized draw request supported by receipts and/or invoices is delivered to Landlord by Tenant;
- (D) A schedule of values consisting of a complete and accurate list of all contractors, materialmen, suppliers or other persons who will furnish work, labor, materials, equipment or supplies in connection with Tenant's Work, showing quantities and dollar amounts of Tenant's or its general contactor's contracts with said parties in connection with Tenant's Work.

Upon receiving a draw request for an advance, Landlord reserves the right to inspect the Tenant's Work in progress to determine whether the work completed to the date of such request has been done satisfactorily and in accordance with the approved plans and specifications, including the work and/or materials covered by the draw request.

Landlord will have no obligation to make the final advance of the Tenant Improvement Allowance until it has received (i) a permanent certificate of occupancy or equivalent for the Tenant Work and such other permits and/or certificates as shall be required to establish to Landlord's satisfaction that the Tenant Work has been properly completed and is not subject to any violations or uncorrected conditions noted or filed in any municipal department, (ii) full and complete releases of liens from each contractor, subcontractor and supplier for all work and/or materials covered by prior draw requests, or other proof satisfactory to Landlord confirming that final payment has been made for all materials draw requests, or other proof satisfactory to Landlord confirming that final payment has been made for all materials supplied and labor furnished in connection with the Tenant Work; and (iii) the Tenant Work shall have finally completed supplied and labor furnished in connection with the Tenant Work; and (iii) the Tenant Work shall have finally completed in accordance with the approved plans and specifications in a good and workmanlike manner and is in satisfactory condition and that all mechanical, electrical, plumbing and structural systems are in acceptable working order.

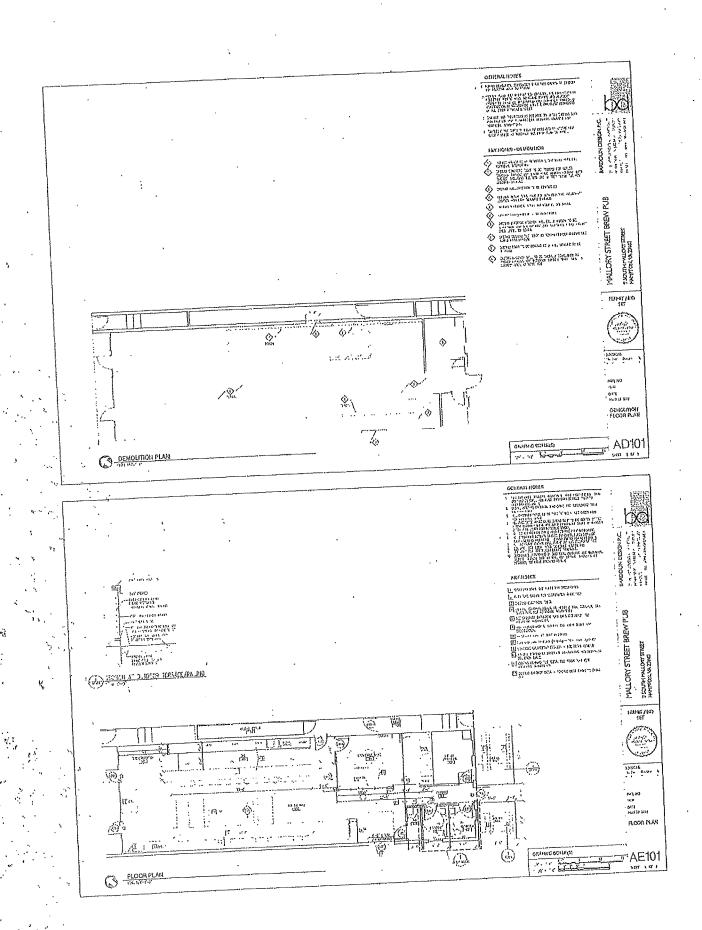
Space Plan and Specifications:

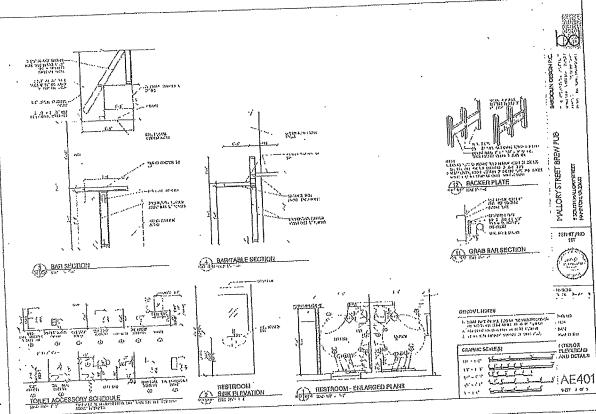
include, without additional charge, all additional expenses and damages in connection with such removal or replacement of all or any part of Tenant's Work, and/or the Building and/or Common Areas, or work which may be damaged or disturbed thereby. All such warranties or guarantees as to materials or workmanship of or with respect to Tenant's Work shall be contained in the contract or subcontract which shall be written such that said warranties or guarantees shall inure to the benefit of both Landlord and Tenant, as their respective interests may appear, and can be directly enforced by either. Tenant covenants to give Landlord any assignment or other assurances necessary to affect such right of direct enforcement. Copies of all contracts and subcontracts shall be furnished to Landlord promptly after the same are entered.

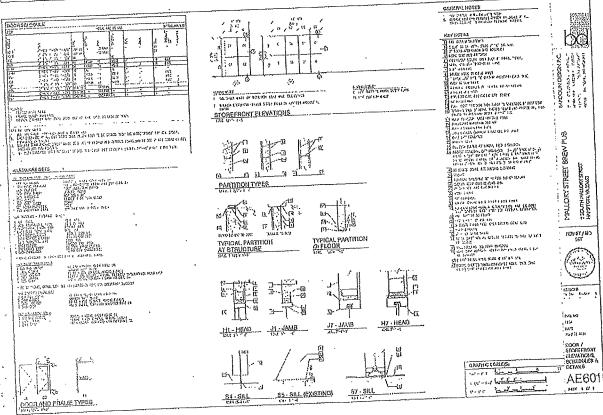
# 10. Performance:

- a. Tenant's Work shall be commenced within fifteen (15) days after Landlord approves the Working Drawings and receipt of all applicable building permits and governmental approvals (or later, if such approvals and receipt of permits occur prior to the Delivery Date), and shall thereafter be diligently prosecuted to completion, subject to delays for reasons beyond Tenant's control (except financial matters). All Tenant's Work shall conform to the Working Drawings approved by Landlord, and Landlord may periodically inspect the Tenant's Work for such compliance. Tenant's Work shall be coordinated under Landlord's direction with any work being done or to be performed for or by other tenants in the Building so that Tenant's Work will not interfere with or delay the completion of any other construction work in the Building.
- b. Tenant's Work shall be performed in a thoroughly safe, first-class and workmanlike manner in conformity with the approved Space Plan and Working Drawings, and shall be in good and usable condition at the date of completion.
- c. Tenant shall be required to obtain and pay for all necessary permits and/or fees with respect to Tenant's Work, and copies of the same shall be provided to Landlord prior to commencement of the Tenant's Work.
- d. Each contractor and subcontractor shall be required to obtain prior written approval from Landlord (not to be unreasonably withheld, conditioned or delayed) for any space outside the Premises within the Building, which such contractor or subcontractor desires to use for storage, handling, and moving of his materials and equipment, as well as for the location of any facilities for his personnel.
- e. The contractors and subcontractors shall be required to remove from the Premises and dispose of, at least once a week and more frequently as Landlord may direct, all debris and rubbish caused by or resulting from the construction. Upon completion of Tenant's Work, the contractors and subcontractors shall remove all surplus materials, debris and rubbish of whatever kind remaining within the Building which has been brought in or created by the contractors and subcontractors in the performance of Tenant's Work. If any contractor or subcontractor shall neglect, refuse or fail to remove any such debris, rubbish, surplus material or temporary structures within two (2) days after notice to Tenant from Landlord with respect thereto, Landlord may cause the same to be removed by contract or otherwise as Landlord may determine expedient, and charge the cost thereof to Tenant as Additional Rent under the Lease.
- f. Tenant shall obtain and furnish Landlord all approvals with respect to electrical, water and telephone work as may be required by the respective company supplying the service. Landlord shall be responsible for all tap and impact fees and ensuring all utilities are brought to the Premises and, if applicable, separately submetered for Tenant's Permitted Use as a component of Landlord's Work.
- g. Landlord's acceptance of Tenant's Work as being complete in accordance with the approved Space Plan and Working Drawings shall be subject to Landlord's inspection and written approval. Tenant shall give Landlord (ive (5) days prior written notification of the anticipated completion date of Tenant's Work.
- h. Copies of "as built" drawings shall be provided to Landlord no later than thirty (30) days after completion of the Work.
- Landlord's approval of Tenant's plans and specifications, and Landlord's recommendations or approvals concerning contractors, subcontractors, space planners, engineers or architects, shall not be deemed a warranty as to the quality or adequacy of the Work, or the design thereof, or of its compliance with laws, codes and other legal requirements.
- j. Tenant shall conduct its labor relations with employees so as to avoid strikes, picketing, and boycotts of, on or about the Premises or Building. If any employees strike, or if picket lines or boycotts or other visible

any special ceiling specifications, (3) duct locations for heating, ventilating and air-conditioning equipment, (4) details of all millwork, (5) dimensions of all equipment and cabinets to be built in (6) furniture plan showing details for space occupancy, (7) keying schedule, (8) lighting arrangement, (9) location of any major equipment or systems (with brand names wherever possible) which require special consideration relative to air-conditioning, ventilation, electrical, plumbing, structural, fire possible) which require special consideration relative to air-conditioning, ventilating and air conditioning equipment protection, life-fire-safety system, or mechanical systems, (10) special heating, ventilating and air conditioning equipment and requirements, (11) weight and location of heavy equipment, and anticipated loads for special usage rooms, (12) and requirements, (11) weight and location plan, (14) type and color of floor and wall-coverings, wall paint and any other demolition plan, (13) partition construction plan, (14) type and color of floor and wall-coverings, wall paint and any other demolition plan, (13) partition construction plan, (14) type and color of floor and wall-coverings, wall paint and any other finishes, and any other details or features required to completely delineate the Work to be performed and (15) a site plan, if finishes, including landscaping, and exterior signage.







...

# EXHIBIT C

day of June, 2020, by and between William THIS GUARANTY ("Guaranty") is made this 5 Alexander Comer Jr. and Whitteney L. Guyton (Individually "Guarantor" and collectively "Guarantors") and Lewis J. and Amy F. Georges ("Landlord"), with respect to certain present and future obligations of the Tenant. ("Tenant").

# WITNESSETH:

WHEREAS, Tenant wishes to enter into a Lease (the "Lease") between Tenant and Landlord (all obligations of Tenant under the Lease, whether now existing or hereafter incurred, whether direct, indirect, contingent or fixed, whether incurred as primary obligor, co-maker, endorser, or guarantor, whether otherwise guaranteed or secured, and whether on open account, evidenced by a written instrument or otherwise, are collectively referred to as the "Obligations"); and

WHEREAS, Landlord has required additional assurances of Tenant's performance of the Obligations as a condition of entering into the Lease.

NOW, THEREFORE, in consideration of good and valuable consideration and in order to induce Landlord to enter into the Lease, the parties agree as follows:

- Guaranty: Each of the Guarantors, severally, and jointly hereby unconditionally and irrevocably guarantee to Landlord;
- the prompt performance when due of the Obligations, including without limitation punctual payment in full of all sums due under the Lease, including without limitation, rent and additional rent, plus any interest, penalties, and collection fees thereon.
- The full and faithful performance and observance of all terms, covenants, and conditions contained in the Lease to be performed or observed by Tenant.
- Nature of Guaranty: This is a continuing, unconditional Guaranty and the liability of each of the Guarantors to Landlord is not limited to a proportionate part of the total liability of the Fenant to Landlord. This is a guaranty of due and punctual payment and not of collection, and each of the Guarantors waives any right to require that any action be brought against the Tenant, or any other Guarantor, or to require that Landlord proceed against any security, or any other person, and agrees that Landlord assumes no responsibility for the validity or enforceability of any security for the Obligations.
- Subrogation: As a material inducement for Landlord to accept this Guaranty and enter into the Lease, the Guarantors represent and warrant that they have no right of indemnification from or against Tenant, any such right being waived. In lieu of any other remedy the Guarantors may have against Tenant, the Guarantors shall be subrogated to the rights of Landlord against Tenant; provided that none of the Guarantors shall be subrogated to, or may enforce on the part or behalf of any of the \*Guarantors, any right of action which Landlord may have against the Tenant until the Obligations shall have been paid in full.
- Conditions Precedent: Each of the Guarantors represents and warrants that his liability under this Guaranty is not contingent or conditional upon any other person signing this Guaranty or the obtaining or perfecting of any security for the Obligations, or any other condition precedent or subsequent.

- Sources of Information: The Guarantors warrant that they have adequate means to obtain from the Tenant, now and on a continuing basis, all necessary and desirable information concerning the status of the Obligations and the financial condition of the Tenant, and they are not relying on the Landlord to provide such information, either now or in the future.
- Right to collect from Guarantor Immediately: Insofar as the payment by Tenant of any sums of money to Landlord is involved, this Guaranty is a guaranty of payment and not of collection, and shall remain in full force and effect until payment in full to Landlord of all sums payable under the Lease. Each of the Guarantors waives any right to require that Landlord bring any legal action against Tenant before, simultaneously with, or after enforcing its rights and remedies hereunder against any Guarantor.
- Not Required to Exhaust Other Remedies: Landlord shall not be required to make any demand on Tenant, apply any security deposit being held by Landlord on behalf of Tenant or any other credit in favor of Tenant, or otherwise pursue or exhaust its remedies against Tenant before, simultaneously with, or after enforcing its rights and remedies hereunder against any Guarantor.
- Tenant's Bankruptcy: Neither Guarantors' obligation to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, released, limited, or affected in any way by any impairment, modification, release, or limitation of the liability of Tenant or its estate in bankruptcy, resulting from:
- The operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same;
  - The rejection, or disaffirmance, of the Lease in any such proceedings; or (b)
- The assumption and assignment or transfer of the Lease by Tenant or (¢) Tenant's bankruptcy trustee.
- Ongoing Creditworthiness: Every year throughout the Lease term on the first day of each January, Guarantor shall deliver to Landlord the following information regarding Guarantor's creditworthiness:
  - Current, complete, accurate, and detailed audited financial statements of (a)

Guarantor;

Current bank references for Guarantor; and

- A Dun & Bradstreet report on Guarantor, if available. (c)
- Proper Corporate Procedures: Each of the Guarantors represents and warrants that this Guaranty has been duly authorized by all necessary corporate action on any Guarantor's part, has been duly executed and delivered by a duly authorized officer, and constitutes Guarantor's valid and legally binding agreement in accordance with its terms.
- Joint and Several Liability with Tenant: The liability of Guarantor is coextensive with that of Tenant and also joint and several, and legal action may be brought against any of the Guarantors and carried to final judgment either with or without making Tenant a party thereto.

offers, representations, warranties, and agreements with respect to the subject matter of this Guaranty. No course of prior dealing between the parties, no usage of trade, and no parol, extrinsic, or other outside evidence of any nature shall be used to supplement, interpret, or modify any of the terms of this Guaranty.

- 25. <u>Severability:</u> If any provision of this Guaranty is unenforceable, the remainder of this Guaranty shall continue in effect and be construed as if the unenforceable provision had not been contained in this Guaranty. Each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.
- 26. <u>Successors and Assigns:</u> This Guaranty shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.
- 27. <u>Venue:</u> Regardless of what venue would otherwise be permissive or required, the parties stipulate that all actions arising under or affecting this Guaranty shall be brought in the Circuit or General District Courts of the City of Virginia Beach, Virginia, the parties agreeing that such forum is mutually convenient and bears a reasonable relationship to this Guaranty.
- 28. Consent to Jurisdiction and Service of Process: The parties irrevocably submit to the Charisdiction of the state courts of the Commonwealth of Virginia and to the jurisdiction of the United States District Court for the Eastern District of Virginia, for the purpose of any suit, action, or other proceeding arising under or affecting this Guaranty.
- 29. Number and Gender: When used in this Guaranty, the singular includes the plural, the plural includes the singular, and the use of any gender includes any other gender, as circumstances may require. The term "person" includes both natural persons and entities.
- 30. <u>Headings:</u> The headings contained in this Guaranty are for the convenience of the parties only, and are not a part of the substantive agreement of the parties nor shall they affect the meaning or interpretation of any provision of this Guaranty in any way.
- 31. <u>Counterparts:</u> This Guaranty may be executed in multiple counterparts. When at least one copy of this Guaranty has been executed by each party to this Guaranty, this Guaranty shall be in full force and effect, and all of such counterparts shall be read together as a single agreement.
- 32. Advise from Independent Counsel: The parties understand that this is a legally binding contract that may affect their rights. Each party represents that he has entered into this Guaranty freely and voluntarily and without coercion of any kind whatsoever, and has had the opportunity to consult a with independent counsel.
  - 33. <u>GOVERNING LAW:</u> ALL MATTERS REGARDING THE FORMATION, INTERPRETATION, AND ENFORCEMENT OF THIS GUARANTY SHALL BE GOVERNED BY VIRGINIA LAW, EXCLUDING ITS LAWS RELATING TO CHOICE OF LAW.

(SIGNATURES ON NEXT PAGE)

# EXHIBIT D List of Brewery Equipment

Stout Tanks 3bbl electric brewhouse including
Pumps, controller, heat exchanger and assorted hoses and fittings
4x Bubba's Barrels 3 bbl conical fermenters
2x 7bbl jacketed brite tanks
Perlick 12 tap beer tower
Perlick line chiller
assorted bar stools and furniture
assorted glassware

ITEM	UNITS · REQ'D	UNIT - COST	UNITS	TOTAL COST	SQ.FT COSI	HEADING TOTALS	SOFT COST
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Included; NIC = Not in Contract; LS = Lump Sum; EA = Each; SF = Square Feet; LF = Linear Feet; M&L = Material & Labor; WKS = ...

WEEKS; ETR = Existing to Remain; RR = Restrooms; OFCI = Owner Furnished Contractor Installed; F&I = Furnish & Install

All M&L ALLOWANCES include Material, Labor, Tax, Delivery, Etc.(i.e. all costs associated purchase and install of item listed).

# First Amendment to Lease Agreement

THIS FIRST AMENDMENT TO LEASE AGREEMENT is entered into this 25th day of June, 2021, and shall be made an attachment to the Lease Agreement dated June 2, 2020 by and between Lewis J. and Amy F. Georges and/or Assigns ("Landlord") and William Alexander Comer Jr. and Whitteney L. Guyton DBA 1865 Brewery Company LLC, ("Tenant").

## WITNESSETH:

WHEREAS, Landlord or its predecessor in interest, and Tenant or its predecessor in interest, have heretofore entered into that certain Lease dated the 2<sup>rd</sup> day of June, 2020, for premises described as approximately 2,521 square feet of rentable space, located on the first floor of a building containing a total 5,152 square feet (the "Premises"), in the building known as 9 S. Mallory Street, Hampton, VA 23663, (the "Lease"), and

WHEREAS, Landlord and Tenant now desire to amend and modify the Lease in certain respects.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Lease as amended and modified hereby, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is hereby mutually agreed as follows:

1. Effective June 25, 2021, Tenant's name shall be changed from William Alexander Comer Jr. and Whitteney L. Guyton DBA 1865 Brewery Company LLC to 1865 Brewery Company LLC.

All other terms and conditions of the aforementioned Lease shall remain the same.

iN WITNESS WHEREOF, Tenant and Landlord have caused this instrument to be executed as of the date first above written by their respective officers or parties thereunto duly authorized.

By:

Lewis J. Georges

Date:

ZT, ZuZI

Tenant: 1865 Brewery Company LLC

By:

William Alexander Comer Jr.

Title: Managing Member

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