

Date Received:

1/1/25



## Economic Incentive Grant Application

### **Applicant Information**

1. Applicant Name Heather T. Hulbert  
First M.I. Last
2. Applicant Phone Number 804.445.3188
3. Applicant Mailing Address 160 Sunset Ln Warsaw, VA 22572
4. Applicant Physical Address Same as above
5. Applicant Email Address RiseandSetprovisions@gmail.com
6. Business Name Rise and Set Provisions
7. Business Tax Identification Number 93-2116353
8. Number of Full-Time Employees (Current) \_\_\_\_\_ (Proposed) 1
9. Number of Part-Time Employees (Current) \_\_\_\_\_ (Proposed) 3

10. How long has the business been in operation? open March 2025

11. Estimate your current (if existing) or proposed gross sales: \$ 350k

### Supplemental Comments and Questions

12. What is the Primary Function / Purpose of the Establishment?

Specialty food market and refillery

13. In what ways do you think this will benefit the Town of Warsaw?

We will bring health conscious food choices to the area with upstanding customer service. Our focus is also to educate the community on making overall health conscious choices for themselves and our planet.

14. In what ways do you plan to initially fund your operation?

Business loan

15. In what ways do you plan to fund your operation after the rent-free year?

Continual increase in sales plus working  
Capital

### Acknowledgments


Do You Acknowledge the Following (Circle Yes or No):

- a) That You Will be Required to Work with Both the SBDC and Chamber per Terms of Contractual Agreement? YES / NO
- b) That You Must Sign on to a Three (3) Year Lease? YES / NO
- c) That any Breach of Contract Will Result in Financial Restitution to the Town of Warsaw? YES / NO

The applicant is reminded that this application shall be considered public record of the Town of Warsaw.

\_\_\_\_\_ I am the authorized agent (Please Initial)

1 / 17 / 25  
Date

  
Signature of Applicant

### Property Owner Information

(Filled out upon property selection)

1. Property Street Address 145C main St. Warsaw VA 22572
2. Property Tax Map Number 16A4(A)8
3. Property Zoning Designation C-1
4. Property Description (Acreage & Assessed Value) \_\_\_\_\_
5. Building Square Footage 1300-1400 sqft
6. Vacant Square Footage \_\_\_\_\_
7. Is the Building Equipped for a Specific Purpose? (Restaurant, Paint Shop, etc.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Other Information (Liens, Structural Issues, etc.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Supplemental Comments and Questions

1. Briefly describe why you wish to participate in this grant:

See Attached Business Plan.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Briefly describe why this is a business you would like to see in your property:

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**Acknowledgments**

N/A


Do You Acknowledge the Following (Circle Yes or No):

- a. That You Shall **Not** Charge More than \$600.00/Month in Rent for the First Year of This Agreement? YES / NO
- b. That the Town Will Negotiate a Lease Between You, the Property Owner, and the Prospective Business? YES / NO
- c. That This Lease Shall Not be for Less Than Three (3) Years in Length? YES / NO
- d. That the Town will Enter into a Legally Binding Agreement with You to Ensure These Terms Shall be Met? YES / NO
- e. This Grant Shall Not be Used to Sub-let From any Entity. YES / NO

The applicant is reminded that this application shall be considered public record of the Town of Warsaw.

\_\_\_\_\_ I am the authorized agent (Please Initial)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Applicant

## Business Plan: Rise & Set Provisions

### Executive Summary

The proposed business, "Rise & Set Provisions," will operate as a dual-function facility, integrating a refinery for spices, teas, pantry staples, toiletries, beauty products, and household needs with a specialty market. Our primary goal is to cater to diverse dietary requirements, including those of individuals with allergies and vegan preferences, while promoting a sustainable lifestyle that prioritizes health and environmental consciousness.

### Business Description

"Rise & Set Provisions" will focus on two main components:

- **Refill Operations:** This will involve sourcing, processing, and packaging high-quality spices, spice blends, specialty salts and teas, pantry items such as grains, beans, and pastas. Bulk items for the kitchen such as olive oils and vinegars as well. Along with producing and providing eco-friendly toiletries and household products to include make up remover, dishwasher tabs, and multipurpose cleaner.
- **Specialty Market:** A retail environment showcasing a range of dietary-friendly products, including bulk items to minimize packaging waste, educational resources, and workshops on nutrition and sustainable practices. Also, to include trending specialty food items meant to broaden a consumers palette, food presentation, and overall elevation of someones experience in the kitchen. The market will cater to all ages and provide an allergy friendly space for children needs in particular.

### Mission Statement

"We strive to support diverse dietary needs, promote health, and reduce waste - nourishing both people and the planet."

### Market Analysis

- **Target Market:** Health-conscious consumers, individuals with dietary restrictions (allergies, vegan), and those seeking eco-friendly products. Families and individuals looking to reduce their overall environmental footprint.
- **Market Trends:** Increased demand for natural, organic products and growing awareness of sustainability issues in consumer behavior. Especially with increasing awareness of allergy and conditions such as celiacs and Alpha Gal. Catering to vegetarian and vegan individuals who choose this lifestyle for health needs, religious expectations, and/or personal preference.

### Marketing Strategy

- **Brand Positioning:** Establish "Rise & Set Provisions" as a trusted source for diverse dietary options and eco-friendly products. Along with being a reliable source for health conscious needs. We will strive to stay educated, and inline with the needs of the community.

- **Promotional Activities:** Host workshops, offer cooking classes, curated gift boxes for new parents and newlyweds, and engage with local communities through farmer's markets and health fairs. Social media will be a large facet for exposure. Long term goals include monthly subscription boxes, drop off/pick up refill services, along with an app in the future to make shopping experiences easy if needed. Composting services are possible in the further future, but the logistics of this program will need to be studied closer.

#### Operations Plan

- **Location:** A strategically chosen site that is accessible and aligned with our target demographic that is in the heart of our local community. 145C Main Street Warsaw, VA 22572.
- **Suppliers:** Partner with local farmers when possible and ethical suppliers for raw materials. To begin sourcing will be from The Spice & Tea Exchange of Williamsburg, Faire, and Mountain Rose Herbs.
- **Production:** Implement sustainable practices in processing and packaging to minimize waste. In house operations will include utilizing recycled materials for outgoing parcels, along with recycling practices when processing weekly orders.

#### Financial Projections

- **Startup Costs:** Initial investment will cover facility setup, equipment, inventory, and marketing.
- **Revenue Streams:** Sales from the specialty market, online orders, workshops, and subscriptions for curated boxes of products. Bases on projections, market trends, and research our estimated revenue is \$325k in the first year.

#### Impact Goals

- Educate customers on dietary needs and sustainable practices, for the improvement of overall health and care for the earth. The reduction of plastic through bulk purchases along with saving consumers money in the long run is beneficial for the planet and our customers needs.
- We intend to open our business model to employ special needs individuals, specifically young adults, as a safe space for them to learn how to integrate themselves into the work force.

#### Conclusion

"Rise & Set Provisions" aims to create a meaningful impact on the community by providing high-quality products that cater to all in an eco friendly space.

THIS LEASE AGREEMENT (the Agreement) made effective this 2nd day of January 2025, by and between **Dunbrooke LLC**, a Virginia Limited Liability Company, of PO. Box 28, Tappahannock, Va. 22560 (herein referred to as Landlord), and **Rise & Set Provisions LLC**, a Virginia Liability Company, of Heather Hulbert, of 168 Sunset Ln, Warsaw, VA 22572 (herein referred as Tenant).

WITNESSETH:

WHEREAS Tenant desires to occupy and Landlord desires to lease that certain building and real estate known as 145C Main St, Warsaw, VA 22572, (herein the referred as the Property); and

WHEREAS Tenant desires to lease the premises from Landlord to operate a specialty grocer business thereon (the business) and the Landlord desires to lease the Property for such use.

NOW, THEREFORE, in consideration of the mutual covenants contained herein. The parties hereby agree as follows:

LEASE OF THE PROPERTY

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Property with all improvements and appurtenances thereunto appertaining. Tenant agrees to lease the Premises for Three (3) years commencing on the 1st day of February 2025 and expiring on midnight on the 31st day of January 2028. Tenant has the option of extending the lease for one (1) five (5) year period after the initial lease expires. Tenant must notify Landlord, in writing, ninety (90) days in advance of expiration of lease to renew the lease.

DUE DILIGENCE PERIOD

This Agreement shall commence as stated herein. Tenants shall apply for all necessary governmental and/or regulatory entities permits and licenses for operating the business on the Property which permits, and licenses shall be applied for on a timely basis if necessary or required. Landlord agrees to cooperate to enable Tenant to acquire all necessary approvals. business to Property of all filing fees, applications, permits associated with necessary approvals to operate the business on the Property.

TERM OF LEASE

Tenant agrees to lease the Property for three (3) years starting on the 1st day of February 1, 2025, and ending on the 31<sup>st</sup> day of January 2028. This Agreement shall be automatically renewed for consecutive three (3) year periods upon the same terms and conditions, unless



Tenant opts for one (1) five (5) year period. Ninety (90) days prior to the end of the three-year rental term, either of the parties deliver to the other party by certified mail or hand delivery, a written notice of their intention not to renew this Lease for the next period.

## RENT

Tenant agrees to pay to Landlord at the address set forth in this Lease the sum of ONE THOUSAND EIGHT HUNDRED (\$1,800.00) per month beginning on the 1<sup>st</sup> day of March 2025 and ending on January 31<sup>st</sup>, 2026. **The rent for February 2025 shall be NINE HUNDRED DOLLARS (\$900).** Tenant agrees to pay to Landlord at the address set forth in this Lease the sum of ONE THOUSAND NINE HUNDRED (\$1,900.00) per month beginning on the 1<sup>st</sup> day of February 2026 and ending on January 31<sup>st</sup>, 2028. The first day of every month thereafter until this Lease is terminated or until the parties have agreed, in writing, to a different monthly rental amount. If any installment of rent is not received by the Landlord by the Tenth (5<sup>th</sup>) day of each month then Tenant covenants and agrees to pay, without notice, interest on all such amounts due at the rate of 18% per annum, commencing on said due date and continuing thereafter during the period the Tenant fails to pay Landlord the past due amounts.

Tenant agrees to pay Landlord the total rental payment due in accordance with the payment schedule set out above. The provisions herein for late charges shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein specified. If Tenant fails to make any monthly rental payment as set forth herein, the Landlord shall have the immediate right to accelerate all remaining rent due and immediately declare this Agreement terminated.

Landlord shall have the right to increase the rent by no more than five percent (5%) of the total gross rents for the prior calendar year for any renewal term.

## SECURITY DEPOSIT

Tenant shall deposit with Landlord the sum of One Thousand Eight Hundred Dollars (\$1,800), as a security deposit, at the time of signing the lease. Landlord shall refund the security deposit provided the Tenant vacates the Premises and leaves the Premises in the same condition as of the date hereof, reasonable wear and tear are expected.

If the Premises are not in a condition as aforesaid, Landlord may put the Premises in such condition and deduct the cost thereof from said deposit. Landlord may also deduct from said deposit any amounts owed by Tenant to Landlord during the term of hereof which is not remitted by Tenant after ten (10) days written notice.

If Landlord deducts any sums from the deposit during the terms of this Lease, Tenant shall bring the deposit back up to \$1,900 upon ten (10) days' notice. Failure to do so shall constitute an event of default.

#### ADDITIONAL RENT

All other costs and expenses that the Tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of the Tenant to pay such items in a timely manner, shall be deemed to be additional rent; and, in the event of a non-payment, the Landlord shall have all rights and remedies as herein provided for failure to pay rent.

#### REAL ESTATE TAXES

During the term of this lease Landlord shall pay all taxes and assessments imposed on the Premises by the Commonwealth of Virginia, County of Richmond, and the Town of Warsaw during the first two years of this lease. Tenant agrees to pay Landlord annual as additional rent, their proportionate share of the property taxes, both Town and County, based on the total square footage, for all taxes assessed on the improvements upon the Premises for the third year of this lease. Failure to promptly pay this additional rent on demand shall constitute a breach of this lease and shall be subject to all other provisions of this lease.

#### USE OF PROPERTY

The parties expressly agree that this Lease is executed in order that Tenant may operate the business upon the Property, and that the Property shall not be put to any other use without the prior consent of Landlord. Tenant shall comply with all legal requirements applicable to the Property and any reasonable requests of the mortgagee or any insurance company providing coverage to the Property. Tenant shall not use or occupy the Property or allow the Property to be used in violation of the recorded covenants, conditions and restrictions affecting the Property.

#### ALTERATIONS, ADDITIONS OR IMPROVEMENTS

A. Subject to the limitation that no substantial portion of the building on the Property shall be demolished or removed by the Tenant without the prior written consent of Landlord and if necessary, of any mortgagee, Tenant may at any time during the term of the Lease, subject to the conditions set forth below and at its own expense, make any alterations, additions or improvements in and to the Property and the building. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the building on the Property or change the purposes for which the building or any part thereof, may be used.

Alterations, additions, and improvements shall become the property of the Landlord when affixed to the Property.

B. Conditions with respect to alterations, additions, and improvements are as follows:

1. Before commencement of any work, all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in accordance with the requirements of local regulations. The plans and specifications for any alterations estimated to exceed Five Hundred Dollars (\$500.00) or more, shall be submitted to Landlord for written approval prior to commencing work.

2. Prior to the commencement of any work, Tenant shall pay the amount of any increase in premiums of insurance policies provided for herein because of endorsements to be made covering the risk during work.

C. The Tenant has examined the building and Property and accepts the same AS IS in its present condition. Tenant will return the Property at the end of the term or any renewal in the same condition as on the date hereof, reasonable wear and tear excepted.

#### ASSIGNMENT AND SUBLEASE

This Lease may not be assigned or transferred, and the Property may not be sublet, either in whole or in part, by Tenant without Landlord's prior written consent. The parties agree that Landlord may assign this Lease without the Tenant's written consent.

#### REPAIRS

1. Landlord hereby agrees that during the term of this lease they shall keep the exterior walls, glass and roof of the buildings in proper and substantial repair. Tenant shall otherwise maintain the property in good condition and repair, reasonable wear and tear expected, and except as provided hereafter, Tenant shall be responsible for all repairs to the HVAC equipment, toilets, pipes, and other plumbing fixtures up to \$500 per incident and any additional amount shall be paid by Landlord.
2. HVAC Equipment. The Tenant shall have the HVAC equipment serviced at least twice a year (spring and fall). Tenant shall provide to Landlord a copy of HVAC maintenance, repair, and replacement expenses incurred by the Landlord per Lease Year, to be paid within thirty (30) days after receipt by the Tenant of paid invoices or other reasonable documentation as to the costs incurred by Landlord. The Landlord shall install a brand-new HVAC system appropriately sized for the building and use, from a major provider with a warranty, and provide such information to the Tenant.

The Tenant and Landlord agree that if, in the reasonable opinion of the Tenant, the HVAC Equipment is subject to frequent malfunction such as to constitute a recurrent problem, such HVAC equipment shall be replaced by Landlord. The tenant shall have no obligation to reimburse landlord for any repair or replacement necessitated or caused by fire, lightening, windstorm, tornado, earthquake, civil disturbance, flood or other acts of nature or casualty loss, or which is covered by insurance required by Section 11.

#### RIGHT OF ENTRY TO REPAIR

Landlord reserves the right for itself, its agents and employees, after reasonable notice to Tenant, to enter upon the Property, at any reasonable time during business hours, to make repairs, alterations or improvements; provided, however, that such repairs, alterations, or improvements shall not unreasonably interfere with Tenant's business operations. Such right to enter at any reasonable time during business hours, shall also include the right to enter upon the Property for the purposes of inspection.

#### ESTOPPEL CERTIFICATES

Tenant agrees, at any time and from time to time, upon not less than five (5) days prior written notice and preparation by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (b) stating the dates to which the rent and other charges hereunder have been paid by Tenant, (c) stating whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the Tenant may have knowledge, and (d) stating the address to which notices to Tenant should be sent. Any such statement delivered pursuant hereto may be relied upon by any owner of the Property, any prospective purchaser of the Property, any mortgagee or prospective mortgagee of the Property, or of an interest in the Property, or any prospective assignee of any such mortgagee.

#### UTILITIES

During the term of this lease Tenant shall be responsible for providing the following utility services to the Premises: heat, electricity, and an adequate garbage dumpster or other trash collection receptacle. The fee for water, sewage and trash will be paid directly to the Town of Warsaw by the Tenant.

#### SIGNS

Tenant's signage shall be of similar type, size, etc. as is in use on the site pad wherein the Premises are located. All costs of purchase and hanging shall be the Tenant's and the

building shall be returned to its original condition upon removal of the sign at the end of the Lease Term. All approvals of governmental authorities shall be at the Tenant's expense and shall be acquired prior to erection of the signage.

### INDEMNIFICATION

The Tenant hereby agrees that Landlord shall not be liable for liability for damage claims for injury to persons or property from any cause relating to the occupancy of the Property by Tenant during the term of this Lease or any extensions thereof.

Tenant hereby indemnifies Landlord against all expenses, liabilities, and claims of every kind, by or on behalf of any person or entity arising out of either (1) failure by Tenant to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on the Property, (3) failure of Tenant to comply with any law or any governmental authority, or (4) any mechanic's lien or security interest filed against the Property for equipment, materials or alterations of buildings or improvements thereon made by Tenant.

### LANDLORD'S WAIVER

Upon Tenant's request, Landlord shall promptly execute a Landlords Waiver for the benefit of any creditors of Tenant.

### SUBORDINATION

This Lease and all rights of the Tenant hereunder shall, at the sole option of the Landlord, be either prior to or subject and subordinate to any first mortgage or first deed of trust or ground lease now or hereafter constituting a lien against the Property, or any part thereof, and to any and all renewals, modifications, consolidations, replacements and extensions thereof. The election of the Landlord hereunder may be made at any time during the term of this Lease. Tenant agrees to execute any reasonable Subordination of Mortgage Agreement requested by Landlord at any reasonable time during the term hereof.

If, at any time during the term of this Lease, the Landlord decides to sell the Property to a purchaser other than the Tenant, then such sale shall be under and subject to this Lease and Tenant's rights, hereunder.

### INSURANCE

A. During the term of the Lease and for any further time that the Tenant shall hold the Property, Tenant shall obtain and maintain at its expense the following types and amounts of insurance:

**Personal Injury and Property Damage Insurance.** Insurance against premises liability, including but not limited to liability for bodily injury and property damage, in an amount not less than the following: \$1,000,000.00 per accident, \$1,000,000.00 per person injured and \$500,000 property damage coverage. Tenant shall name the Landlord as an additional insured on this policy. Tenant shall make sure that all of its personal property and Landlord's personal property located in the Property is adequately insured.

**Fire Insurance.** Tenant shall keep all buildings and improvements on the Property, including all alterations, additions, and improvements, insured against loss or damage by fire, with standard extended coverage. Tenant shall also provide special cause of loss business property insurance in an amount not less than that required to place all of the improvements installed in the Property, all alterations therein, and all other contents therein.

B. All insurance provided by Tenant as required by this Section shall be carried in favor of the Landlord and the Tenant as their respective interests may appear, and in case of insurance against damage to the Property by fire or other casualty, shall provide that loss, if any, shall be adjusted with and be payable to the Landlord. Tenant will furnish Landlord with a certificate or other usual evidence that all insurance policies required by this Section are in full force and that all premiums have been paid.

#### **BANKRUPTCY OR INSOLVENCY**

It is expressly agreed that if at any time during the term of this Lease, Tenant shall be adjudged bankrupt or insolvent by any Federal or State Court of competent jurisdiction, Landlord may, at its option, declare this Lease to be terminated and canceled, and may take possession of the Property. In the event of the bankruptcy or insolvency of the Landlord, or in the event the Property is sold, Tenant may elect to terminate this Lease, but it will not be required to do so.

#### **DAMAGE OR DESTRUCTION BY FIRE OR NATURAL CAUSES**

If, during the term of this Lease, the building on the Property is destroyed by fire, natural causes, or other casualties, or so damaged that it cannot be repaired with reasonable diligence within thirty (30) days, this Lease shall terminate as of the date of such damage or destruction. However, if said building can with reasonable diligence be repaired within 30 days, said buildings shall be repaired by Tenant as quickly as is reasonably possible, and this Lease shall remain in full force and effect; provided, however, rent shall be abated for any part of said building which is rendered unfit for occupancy for the period that such unfitness continues.

## DEFAULT ON PAYMENT OF RENT

If a default shall exist, material or otherwise, because of any reason set out in this Lease, Tenant=s right to possession shall thereupon cease and Landlord shall be entitled to the possession of the Property and to re-enter the same without demand for rent or for possession. Landlord may proceed forthwith to recover possession of the Property by process of law, any notice to quit or of intention to exercise such option or to re-enter the Property being hereby EXPRESSLY waived by Tenant. Further, Landlord, at its sole option, may accelerate the unpaid rent for the unexpired portion of the Lease, giving credit for any proceeds from re-letting in whole or in part of the Property and improvements by Landlord to others. Tenant will be liable to Landlord for all court costs and reasonable attorney=s fees in the event Tenant shall be in default and Landlord incurs court costs and/or attorney=s fees in obtaining possession of the Property or in the enforcement of any covenant, condition or agreement herein contained, whether through legal proceedings or otherwise, and whether or not any such legal proceedings be prosecuted to a final judgment.

LANDLORD AND TENANT EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY. THE TENANT HEREBY AGREES AND UNDERSTANDS THAT IT HAS AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THE AGREEMENT AND TENANT CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON.

## CLAIMS FOR DAMAGES

All personal property belonging to the Tenant shall be in the Property at the sole risk of Tenant and neither the Landlord nor its agent shall be liable for Tenant=s personal property. In addition, neither the Landlord or its agent shall be liable for any damage or injury to Tenant=s employees or invitees in the Property. Landlord shall provide Tenant with written notice allowing Tenant Ten (10) business days to remove all of its personal property from the date the Landlord notifies it of its default. Notice shall be mailed by regular or certified mail to Tenant=s address as set forth in this Lease. If Tenant does not remove its personal property within the aforementioned Ten (10) day period then Landlord shall have the following options: (1) remove all of Tenant=s personal property and discard it at the local dump; or (2) store such items in which Tenant agrees that it will be responsible for all monthly storage charges incurred by the Landlord; or (3) enforce its landlord=s lien as set forth below. If Landlord exercises option (1) above then the Tenant hereby forever releases the Landlord from any and all liability, expenses, costs, claims, suits, including reasonable attorney=s fees, whatsoever regarding the Tenant=s personal property in the Property which the Landlord removed and discarded at the local dump.

## LANDLORD LIENS

A. Unless otherwise prohibited by law, in addition to any statutory landlord=s lien, Landlord shall have at all times a valid security interest to secure payment of all rentals and

other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of breach by Tenant of any covenant, agreement or condition contained herein upon all goods, wares, equipment, fixtures, furniture, improvements and such other property of Tenant presently, or which may be hereafter be, situated in the Property, and all proceeds therefrom, and such property shall not be removed therefrom without the written consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged and all covenants, agreements, conditions hereof have been fully complied with and performed by Tenant.

B. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter the Property and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Property, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time and place which any private sale is to be made at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this Lease ten (10) days before the time of sale. Any sale made pursuant to the this Section shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the Property or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the Property is located for two (2) consecutive weeks before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal fees) shall be applied as a credit against the indebtedness secured by the security interest granted in this section. Any surplus shall be paid to the Tenant or as otherwise required by law; the Tenant shall pay all deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security of Landlord in the property and the proceeds thereof under the provisions of the Uniform Commercial Code in force in the state in which the Property is located. The statutory lien distress for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto.

#### HAZARD MATERIALS

Tenant shall comply strictly and in all respects with the applicable laws, statutes, ordinances, permits, orders, decrees, guidelines, rules, regulations and orders pertaining to health or the environment (Applicable Environmental Laws), including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) and the Resource Conservation and Recovery Act (RERCRA), as each of the foregoing may be amended from time to time. Tenant does hereby, for itself and its legal representatives, successors and assigns, agree to, and hereby does, indemnify, defend and hold harmless



Landlord, and its managers, members, legal representatives, successors and assigns, from any and all liabilities, assessments, suits, damages, costs and expenses, reasonable attorney fees and judgments related to or arising out of (a) the breach of any of the agreements of Tenant under this Section, (b) the handling, installation, storage, use, generation, treatment or disposal of Hazardous Materials, including any cleanup, remediation, removal or restoration work required by the Applicable Environmental Laws, or (c) the assertion of any lien or claim upon the Property or Landlord pursuant to the Applicable Environmental Laws. The covenants and agreements of the Tenant under this section shall survive the expiration or termination of this Lease for thirty-six (36) months. As used in this Lease A Hazardous Materials@ means any flammable, explosives, radioactive materials, asbestos containing materials, petroleum products, the group of organic compound known as polychlorinated biphenyls and other hazard wastes, toxic substances, or related materials, including without limitation, substances described as hazardous substances, hazardous materials, toxic substances, or solid waste in CERCLA, the Hazardous Materials Transportation Act and RCRA, as each of the foregoing may be amended from time to time.

#### **LIMITATION OF LANDLORD'S LIABILITY**

If Landlord becomes obligated to pay Tenant a money judgment arising out of any failure by Landlord to perform or observe any of the terms, covenants, conditions or provisions to be performed or observed by Landlord hereunder, Tenant shall be limited to the satisfaction of said money judgment solely to Landlord=s equity in the Property or any proceeds arising from the sale thereof, and no other property or assets of Landlord or the individual members or managers of Landlord shall be subject to levy, execution or any other enforcement procedures whatsoever for the satisfaction of said money judgment.

#### **EXEMPTIONS**

The Tenant hereby waives the benefit of any exemption under the Homestead or bankruptcy laws as to the obligations of this Lease and agrees to pay all expenses incurred in collecting the same, including reasonable attorney fees, in case the same shall not be paid when due.

#### **INVALIDITY**

If any one or more of the phrases, sentences, clauses or sections of this Lease shall be declared invalid by the final and unappealable order of any court having jurisdiction, the remainder of this Lease shall continue in full force and effect as if such phrase, sentence, clause or section had not been inserted.

#### APPLICABLE LAW

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of law provisions. Tenant agrees and consents to the jurisdiction of the courts of Richmond County, Virginia, as the appropriate venue for any dispute which arises under the terms herein.

#### HOLDING OVER

Tenant shall pay to Landlord an amount as base weekly rental equal to 150% of the base weekly rental herein provided during each month or portion thereof for which Tenant shall retain possession of the Property or any part thereof after the termination of the term or of Tenant's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by the Landlord, whether direct or consequential, on account thereof. Such a holdover shall be as a tenant at will and all of the terms and provisions of this Lease shall be applicable during such period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend the Lease except as may be herein provided. The provisions of this clause shall not be held to be a waiver by Landlord or any right of reentry, or any other rights of Landlord as provided under this Lease; nor shall the receipt of said payment or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, for any breach of any of the covenants herein, or any other of Landlord's rights hereunder.

#### ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied between them other than as herein set forth. This Lease is intended to be an integration of all prior and contemporaneous promises or agreements, conditions or undertakings between the parties hereto.

In addition, Landlord is afforded the benefit of such laws as may be applicable to Landlord under Virginia law.

Should this Lease not be fully executed and returned to Landlord within fifteen (15) days from the date hereof, this Lease will be null and void.

The parties, having read and understood the provisions of this Agreement, agree for their officers, directors, members, managers, successors and assigns to be bound thereby.

In Witness Whereof, this Agreement has been executed by each of the parties as of the day and year first above written.

IN WITNESS WHEREOF, the parties have executed this lease as of the date first above written.

DUNBROOKE LLC, a Virginia Limited Liability Company

By: \_\_\_\_\_  
Gregory N. Packett, Managing Member

COUNTY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this \_ day of \_\_\_\_\_ 2025, by Gregory N. Packett, Managing Member of Dunbrooke LLC, a Virginia Limited Liability Company.

My commission expires:

\_\_\_\_\_  
Notary Public

Rise & Set Provisions LLC, a Virginia Limited Liability Company

By: \_\_\_\_\_  
Heather Hulbert, Managing Member

COUNTY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this \_ day of \_\_\_\_\_ 2025, by Heather Hulbert, Managing Member of Rise & Set Provisions LLC, a Virginia

Limited Liability Company.

My commission expires:

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Notary Public