

Business Name: Skint Chestnut Brewing Company



Community Development Dept.
4488 Pineview Drive
Powder Springs, GA 30127
commdev@cityofpowdersprings.org
770-943-1666

Alcoholic Beverage License Application

Deadline for Objections

Consideration Date

Section A

Business Name: Skint Chestnut Brewing LLC
Business Address: 3668 Broad St. SW Powder Springs, GA 30127
Type of Business: Brewery
EIN: 86-3812899
Business Email: doug@skintchestnutbrewco.com
Business Phone: (678) 523-4854
Applicant Name: Douglas Farrell
Applicant Home Address: [Redacted]
Applicant Phone: (678) 523-4854
Applicant SSN: [Redacted]
Ownership Type: LLC [checked]
Publicly Traded Company? No [checked]
Business Type: Liquor Package, Beer Package, Wine Package, Liquor Pouring, Beer Pouring, Wine Pouring, Wholesaler

Alcoholic Beverage License Fee. Select All That Apply

Table with columns: Description, License Fee: Beer, Wine, Spirituous, Fee Due. Rows include: New Applicant, Special Event Facility, Brewery, Sunday Sales, Alcohol Package, Alcohol Pouring, Alcohol Wholesale, and TOTAL DUE.

Licensee Required Actions. checklist

Table with columns: Description, Initials. Rows include: Date of Meeting, Notification Ads scheduled to run on the following dates, Ad Fee Paid, Notification Letter.

Alcohol Class - 3.14.2022
• will supplement certificates when secured

Business Name: Skint Chestnut Brewing Company

Section B

Failure to make full disclosure in response to these questions will result in the denial of this application or the revocation of the license if information which should have been given, but was not, for any reason, is forthcoming subsequent to the granting of the license. Attach additional pages where form fields are not sufficient.

1. List full name, date of birth, social security number, address, and percentage of ownership for each individual or board member or corporate officer, including all owners, all partners including "limited" and "silent" partners, and any other person or entity having any vested interest in this application. (Attach any document indicating ownership, direct, indirect, or by default.)

Name	Position	Address	DOB	SSN	%
[REDACTED]					
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

2. Does the licensee, partner, or any owner have any other vested interest in any other Alcohol Beverage License in the Georgia?

No Yes _____ If yes, give complete names and address: _____

3. List all other businesses engaged in the sale of distilled spirits that you the licensee or any other owner listed in question 1 have any interest in or is associated with in any way whatsoever.

Name	Business Name	Business Address	%
None	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. List full name and other required information for spouse, parents, step-parents, parents-in-law, brothers, sisters, step-brothers, step-sisters, brothers-in-law, sisters-in-law, children, and step children, if such relatives are related to the licensee or any owner and have, or have had in the past any license or any financial or ownership interest whatsoever in any business dealing in alcoholic beverages.

Name	Relationship	Business Name	Business Address	%
None with interest	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Business Name: Skint Chestnut Brewing Company

Section B

Failure to make full disclosure in response to these questions will result in the denial of this application or the revocation of the license if information which should have been given, but was not, for any reason, is forthcoming subsequent to the granting of the license. Attach additional pages where form fields are not sufficient.

5. List the full name and address of every owner of the property or building where this business is to be conducted.

Name Property Owner	Address	Relationship to Applicant / Other Owners
Everything Green Properties LLC	[REDACTED]	Landlord

6. List the full name and address of every lessor and sub-lessor of the property where the business is to be conducted.

Name lessor / sub-lessor	Address	Relationship to Applicant / Other Owners
None		

7. Has any individual, firm, partnership, or corporation been issued a license to sell alcoholic beverages at this location?

No Yes If yes, give the name of the business, date closed, and reason for closing: _____

8. State the total amount of capital funds that is or will be invested in the business. \$345,000

9. State the total amount of personal funds invested including the total amount of funds borrowed by the licensee / owner.

\$60,000

10. State the total amount of personal funds invested including the total amount of funds borrowed by other owners.

\$60,000

11. If any capital is borrowed, state the name of the each lender, amount of capital borrowed, date of the loan(s), and interest rate.

Name of Lender	Address	Amount	Date	Interest Rate
Community Bank of Pickens County	[REDACTED]	\$285,000	07/21/2021	5.5%

12. Name the person(s) that will be manager of the business, state how they will be compensated, and % ownership interest if any.

Name of Manager	Address	Manner of Compensation	% Owner if any
Douglas Farrell	[REDACTED]	Dividends	50
Raymond Henson	[REDACTED]	Dividends	50

13. Provide the following information for the person or firm responsible for preparing and maintaining the financial and tax records.

Accountant of CPA Name	Address	Phone
Brian Champ	[REDACTED]	[REDACTED]

Section B

Failure to make full disclosure in response to these questions will result in the denial of this application or the revocation of the license if information which should have been given, but was not, for any reason, is forthcoming subsequent to the granting of the license. Attach additional pages where form fields are not sufficient.

14. Have you (the applicant/licensee/owner), your spouse, or any person having any interest in this business or their spouse ever had any interest in any business, ever been a licensee, or ever been an officer in any business that was cited, had an employee of any business cited, detained, arrested, indicated, or convicted for any offense by any federal, state, county, or city government or has any business been warned or had any license placed on probation, denied, suspended, or revoked by any federal, state, county, city government, or other governmental authority?

No: Yes: _____ If yes, give full details: _____

15. Have you, (the applicant/licensee/owner), or any person having any interest in this business, ever been detained, arrested, indicted, or convicted of any offense, by any federal, state, county, city government, or other governmental authority?

No: Yes: _____ If yes, give full details: _____

16. Is the property / building / suite for the business location leased?

No: _____ Yes: If yes, what is the amount, frequency and form of payment?
\$5,750/month, paid in 12 monthly installments via check.

17. How is the proposed property location zoned? CBD If this is an application for an original license attach hereto proof of adequate parking facilities of one (1) parking space for each two hundred (200) square feet of total floor space within the building in conformance with the Zoning Ordinance and regulations of the city.


- 18. Please attach a survey showing distances to all buildings within a 600' radius of the business location. * Exempt from distance requirements as a CBD zoned premises
- 19. Submit plans and renderings of premises.
- 20. Submit a copy of warranty deed or lease agreement.

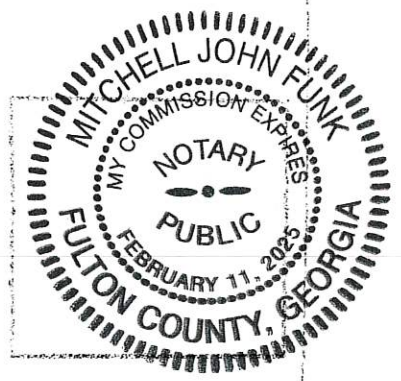
I declare the foregoing statements in Sections A and B are true and correct. I understand that any falsehoods are grounds for automatic dismissal of this application. I further certify that that I will notify the City of Powder Springs Community Development Department of any changes affecting my status and/or position with the business associated with this license.

Executed in Atlanta (City), GA (State).

 Douglas Farrell 1/25/2022
 Signature of Applicant Printed Name of Applicant Date

Subscribed and sworn before me this 25th day of Jan 2022

 Mitchell Funk 02-11-2025
 Signature of Notary Public Name of Notary Public My Commission Expires



Business Name: Skint Chestnut Brewing Company

Section C

Consent to Search Criminal Records.

The undersigned does hereby consent and authorize the City of Powder Springs Police Department, or any other Federal, state or Local agency, to conduct an investigation on the criminal history record of criminal history pertaining to the undersigned; which may be found in the files of an Federal, State or Local Criminal Justice Agency as maintained by the Georgia Bureau of Investigation's Georgia Crime Information Center or similar agency.

Business Name Skint Chestnut Brewing LLC	Business Address 3886 Broad St. Powder Springs, 30127
Applicant's Name Douglas Farrell	Applicant's Address [REDACTED]
Applicant's DOB [REDACTED]	Applicant's SSN [REDACTED]
Applicant's Race White	Applicant's Gender Male
Driver's License Number [REDACTED]	Drivers License State [REDACTED]
Are you a U.S. Citizen? Yes	Allen Registration Number
Country of Birth [REDACTED]	State of Birth [REDACTED]
Applicant's Title or Job Position Managing Member	Phone Number [REDACTED]

List all arrests including pending offense and any offense for which you have been convicted, pleaded guilty, pleaded nolo contendere, or been on probation, parole, or fined. Additionally, specify any citations involving drugs or alcohol related offenses.


Offense Type	City and State	Date	Disposition
None			

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.


I have read and understand that any falsehood or half-truths submitted in this application for an alcohol beverage license is a felony and will render me ineligible to serve alcohol beverages in the city. I also understand that any falsehood or half-truths discovered by investigators during the term one (1) year from the date of this application is grounds for revocation of license, and subsequent prosecution of licensee.

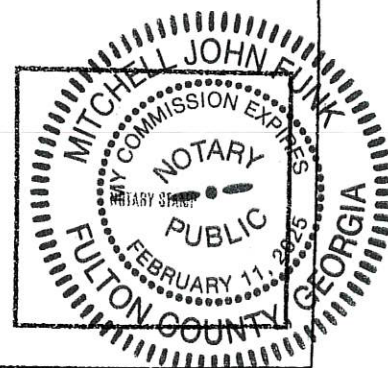
I agree to submit any documentation to the City of Powder Springs Police Department needed to complete the background investigation of this application, i.e. birth certificate, social security card, naturalization card, court records, etc.

Executed in ATLANTA (City), GA (State).

	<u>Douglas Farrell</u> Printed Name	<u>1/25/2022</u> Date
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Subscribed and sworn before me this 25th day of Jan. month, 2022

	<u>Mitchell Funk</u> Name of Notary Public	<u>02-11-2025</u> My Commission Expires
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Business Name: Skint Chestnut Brewing Company

Section D Alcoholic Beverage Sunday Sales Permit

COMPLETE IF APPLICABLE. Pursuant to The City of Powder Springs Code of Ordinances Chapter 3 Section 63; Licensees in pouring distilled spirits and licensees in pouring wine and malt beverages may sell and serve on Sundays from 11:00 a.m. until 10:00 p.m. Licensees of package distilled spirits and wine and malt beverages establishments may sell on Sundays from 12:30 p.m. until 10:00 p.m.

Licensee must apply for and receive a Sunday Sales Permit.

The licensee must also hold an Alcoholic Beverage Pouring License from The City.

Business Name	Skint Chestnut Brewing LLC	Business Address	3886 Broad St. Powder Springs, GA
Type of Business	Brewery	EIN	86-3812899
Business Email	doug@skintchestnutbrewco.com	Business Phone	(678) 523-4854
Applicant's Name	Douglas Farrell	Applicant's Phone	(678) 523-4854

Is there any additional information which The City might find reasonable necessary to make a fair determination as to whether a Sunday Sales Permit should be issued?

Skint Chesnut wants to become a friendly, neighborhood spot located in the heart of Powder Springs. The premises will be constantly monitored by management to ensure safety and unwanted solicitation.

I hereby affirm that I understand and will comply with the provisions set forth in The City of Powder Springs Code of Ordinances Article 3-63. I understand that any falsehoods are grounds for automatic dismissal of this application. I further certify that that I will notify the City of Powder Springs Community Development Department of any changes affecting my status and/or position with the business associated with this license.

 Signature of Applicant
Douglas Farrell Applicant Printed Name
1/25/2022 Date

For Official Use

Approved By	Date
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Business Name: Skint Chestnut Brewing Company

Section E Alcoholic Beverage Pouring License

POURING ESTABLISHMENTS ONLY. Pursuant to The City of Powder Springs Code of Ordinances Chapter 3 Section 126, No alcoholic beverage pouring license shall be issued to, or held by, any applicant unless at least thirty (30) percent of the business by volume, when considering the total of sales from alcoholic beverages and food consumed on the premises shall be from the sale of food prepared on the premises of this establishment.

Business Name	Business Address
Applicant's Name	Applicant's Title

I. Food Sales and Alcohol Beverage Sales. Financial reports must be attached to support the reported sales totals or CPA certification must be completed attesting to the reports. This information must be from the financial records of the establishment on a _____ month basis, or such period as the establishment has been in business.

WHICH INFORMATION IS PROVIDED FOR THIS BUSINESS, MUST BE 12 MONTHS.

NEW BUSINESS, MUST BE WITH ESTIMATE

Dollar Amount

\$ _____

\$ _____

\$ _____

Food Sales

Alcoholic Beverage Sales

Food Sales

Alcoholic Beverage Sales

this period:

this period:

describe _____ which are segregated _____ food sales and alcoholic beverage sales:

that I have a working knowledge of the establishment and records of the establishment whose name is presented above and records of the establishment whose name is presented above.

Executed In _____ (State).

Signature of CPA _____ Printed Name of CPA _____ CPA Firm _____

Subscribed and sworn before me this _____ day of _____ month, 20____.

Signature of Notary Public _____ Name of Notary Public _____ My Commission Expires _____

NOTARY STAMP

II. I hereby affirm that I understand that the privilege of selling alcoholic beverages on Sundays from 11:00 am until 10:00 pm requires a valid alcoholic beverage pouring license, valid Sunday Sales Permit, and that at least 30% of the licensed establishment's annual gross food and alcoholic beverage sales must be derived from the sale of prepared meals and food.

I hereby affirm that I understand that records of food sales and alcoholic beverage sales must be prepared and maintained. Failure to prepare and maintain records of food sales and alcoholic beverage sales is cause for denial or revocation of an alcoholic beverage pouring license, including a Sunday Sales pouring license. I further affirm that I understand that the Cobb County Business License Division may audit our records to verify same at its discretion.

Executed In _____ (City), _____ (State).

Signature of Applicant _____ Printed Name _____ Date _____

Subscribed and sworn before me this _____ day of _____ month, 20____.

Signature of Notary Public _____ Name of Notary Public _____ My Commission Expires _____

NOTARY STAMP

Business Name: Skint Chestnut Brewing Company

Section F

Business Name Skint Chestnut Brewing LLC	3886 Broad St. SW Business Address
Phone Number (678) 523-4854	Email
Applicant Name Douglas Farrell	Applicant Title Managing member

Private Employer Affidavit Pursuant to O.C.G.A 36-60-6(d).

Effective July 1, 2013, any private company with more than 10 full-time employees, along with every public employer, regardless of its size, must register with the federal E-Verify program to check the legal status of new hires.

By executing this affidavit, the undersigned private employer verifies it's compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-90. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____	_____	_____
Federal Work Authorization User Identification Number	Date of Authorization	Name of Employer

If your business employs less than ten (10) employees, please check this box and sign below.

By checking this box and signing this form below you are stating affirmatively that your business employs less than ten (10) employees and that your business is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify.

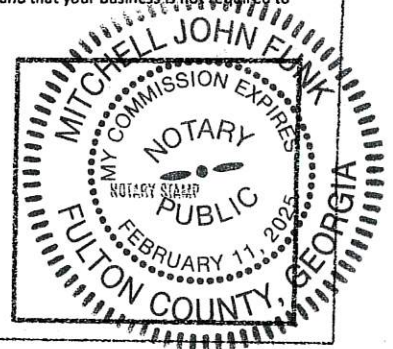
I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed in ATLANTA (City), GA (State).

	<u>Douglas Farrell</u>	<u>1/25/2022</u>
Signature of Applicant	Printed Name	Date

Subscribed and sworn before me this 25 day of Jan month, 20 22

	<u>Mitchell Funk</u>	<u>02-11-2025</u>
Signature of Notary Public	Name of Notary Public	My Commission Expires



Affidavit Verifying Status of Applicant Pursuant to O.C.G.A 50-36-1.

Effective July 1, 2007, every agency providing public benefits through any local program is responsible for determining the immigration status of citizen applicants.

By executing this affidavit under oath, as an applicant for a City of Powder Springs Business License benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a license or permit or benefit:

- I am a United States citizen 18 years of age or older; OR
- I am a legal permanent resident of the United States 18 years of age or older; or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. AND
- I provided at least one secure and verifiable document, required by O.C.G.A 50-36-1(e)(1) with this affidavit. O.C.G.A. Section 50-36-1(e)(2) requires that aliens and legal permanent residents provide their alien registration number. My alien number issued by the U.S. Department of Homeland Security or other federal immigration agency: _____. The secure and verifiable document provided: Driver's License.

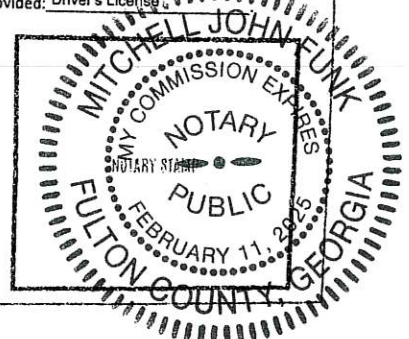
In making the above representation under oath, I understand that any person who knowingly and willfully makes a false representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Executed in ATLANTA (City), GA (State).

	<u>Douglas Farrell</u>	<u>1/25/2022</u>
Signature of Applicant	Printed Name	Date

Subscribed and sworn before me this 25 day of Jan month, 20 22

	<u>Mitchell Funk</u>	<u>02-11-2025</u>
Signature of Notary Public	Name of Notary Public	My Commission Expires



Section H

Licensee Personal Statement.

Failure to make full disclosure in response to these questions will result in the denial of this application or the revocation of the license if information which should have been given, but was not, for any reason, is forthcoming subsequent to the granting of the license. Attach additional pages where form fields are not sufficient.

1. Full Legal Name **Douglas Read Farrell** Home Address [Redacted]

Email **doug@skintchestnutbrewco.com** Home Phone [Redacted]

Business Address **3886 Broad St. Powder Springs, GA 30127** Business Phone **(678) 523-4854**

SSN [Redacted] Race **White** DOB [Redacted] Gender **Male**

2. Are you a U.S. Citizen? Yes: By Birth Yes: Naturalized No: Non U.S. Citizen
 If Naturalized U.S. Citizen: Certificate #: _____ Date: _____ Place: _____
 If Non U.S. Citizen: (Documentation Required) Alien Registration #: _____ Native Country: _____ Date and Port of Entry: _____

3. How long have you resided at your current address?
 Years: **19** Months: _____ If less than one (1) year, provide previous address: _____

4. What is your Marital Status? Single Married Divorced Widowed Separated

5. If Married or Separated, complete the following information about your spouse:

Spouse's Full Legal Name [Redacted] Maiden Name [Redacted]

SSN [Redacted] Race **White** DOB [Redacted] Gender **Female**

Is spouse a U.S. Citizen? Yes: By Birth Yes: Naturalized No: Non U.S. Citizen
 If Naturalized U.S. Citizen: Certificate #: _____ Date: _____ Place: _____
 If Non U.S. Citizen: (Documentation Required) Alien Registration #: _____ Native Country: _____ Date and Port of Entry: _____

6. Is your spouse employed? No _____ Yes If yes, provide name and address of employer: _____

7. Give names and addresses of all immediate living relatives:

Mother:	[Redacted]
Father:	[Redacted]
Adult Children (over age 18)	[Redacted]
Brother(s)	[Redacted]
Sister(s)	[Redacted]
Mother-in-law	[Redacted]
Father-in-law	[Redacted]

Business Name: Skint Chestnut Brewing Company

Section H

Licensee Personal Statement.

Failure to make full disclosure in response to these questions will result in the denial of this application or the revocation of the license if information which should have been given, but was not, for any reason, is forthcoming subsequent to the granting of the license. Attach additional pages where form fields are not sufficient.

8. Do you have financial interest in any other bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the premises?

No: Yes: _____ If yes, provide name(s) and address(es): _____

9. Do you or does your spouse or any relative have any financial interest, or are you or your spouse or any relative employed in any wholesale or retail alcoholic beverage business other than the business submitting the license application of which this personal statement is a part?

No: Yes: _____ If yes, please give name, location, amount of interest, and/or type of employment in each. _____

10. List occupation(s) for the past five (5) years.

Occupation	Date Range (month/year)	Reason for Leaving	Employer Address

11. Have you or your spouse ever been arrested, convicted, detained, indicted, plead guilty, plead nolo contendere, on probation, or have any pending charges? If you answered "YES" to any of these questions, list below in complete detail the name, dates, charges, places of arrest, and disposition of charges(s)

Offense Type	City and State	Date	Disposition
No			

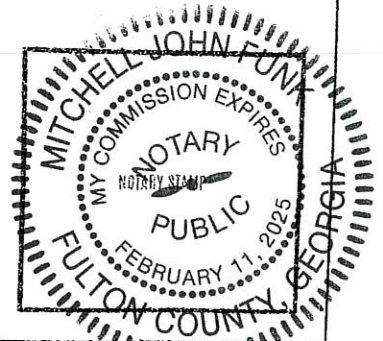
I declare the foregoing statements in Section H are true and correct. I understand that any falsehoods are grounds for automatic dismissal of this application. I further certify that that I will notify the City of Powder Springs Community Development Department of any changes affecting my status and/or position with the business associated with this license.

Executed in ATLANTA (City), GA (State).

[Signature]
Signature of Applicant
Douglas Farnell
Printed Name of Applicant
1/25/2022
Date

Subscribed and sworn before me this 25th day of Jan. month, 2022

[Signature]
Signature of Notary Public
Mitchell Funk
Name of Notary Public
02-11-2025
My Commission Expires



Lease Agreement

This lease agreement is made this day 9.3.21 by and between **Everything Green Properties, LLC** (landlord) and **Douglas Read Farrell + Raymond Mark Henson operating as Skint Chestnut Brewing, LLC** (tenant) for the building and property located at 3886 Broad Street in Powder Springs, Georgia 30127 (premises).

The premises and parking

The premises consist of the two southernmost "suites" and associated "beer garden/deck" as indicated on the Axis Infrastructure drawings dated 08.18.21 (transmitted to tenant), as prepared for Everything Green Properties and as better defined on the marked key plan (attached herewith). It is understood that adjacent city parking spaces and other city public parking spaces are to be used for tenant's parking needs only. No vehicles for tenant or tenant's clients are to be left in any public parking space overnight, and no private and/or dedicated parking is included for tenant or tenant's operation(s).

Agreement to lease and term of lease

Landlord agrees to lease the premises to tenant in accordance with this lease and as also per federal/state/city/local laws for a period of five (5) years from the start date of this agreement which will commence when landlord received TCO or C.O. for the shell building, unless this agreement is extended by mutual agreement of both landlord and tenant for a 5 year extension. Tenant understands and agrees that commencement of tenant's build out work, associated inspections, health inspections, etc. are the "start date" of the agreement as related to payment of rent. In other words, full rent will be paid by tenant to landlord at landlord's TCO or C.O., regardless of if the tenant has a C.O. to operate or is open and operational at that time. Tenant shall vacate premises (including tenant's property and improvements) no later than the last day of the lease period, unless a mutual agreement by landlord and tenant is reached within 120 days from the end of the lease period.

It is the intent of both tenant and landlord that the Lease Term will be extend to or beyond the maturity of the SBA Loan of 10 years, at a negotiated rent amount. Tenant has the first right and option to renew for 5 additional years which is intended to match tenant's 10 year Term SBA Loan.

Rent, deposit, and other fees

The tenant shall pay landlord **\$5750/month (\$69,000/year)** in exchange for exclusive use of leased premise. Also a refundable security deposit will be paid with first month's rent for \$5750. Landlord includes exterior lawn care and insurance for the building structure within the stated rent. However, **NOT** included in the lease fee is signage, cleaning, sweeping, (inside or out), flowers, plants or other enhancements not noted herein. Any cost to modify the inside and/or outside areas, all utilities, security systems, liability insurances and anything else necessary /required for tenant operation is understood to be the tenant's responsibility and at tenant's cost. In addition, landlord does not include any furniture, special fixtures, brewery equipment, lines or attachments or any work associated with the brewery equipment and/or brewery operation, special sinks, special drainage systems, cooler(s), any work associated with the bar(s) or the bar(s) themselves, decorations, string lighting, or transport systems. In general, landlord will include the minimum construction as required to obtain a Certificate of Occupancy for the shell building including ADA required restrooms, entries, exits, ramps, stairs, doors and windows.

Landlord includes flooring, ceiling painting(or fixed), finished walls, lighting and HVAC systems as indicated on the drawings, structural work as required for the depression at brew tanks, new roll up doors, enlarged opening between the two suites and completed restrooms and office. Landlord has included electrical provision for mechanical lift in the brewery well, however the lift is provided and connected by tenant at their sole expense.

Inspections- tenant and landlord

Tenant was allowed to inspect the said property and review the contract drawings/specifications as well as consult directly with the architect about the brewery – related systems. If tenant desires, tenant can have the property inspected by an independent inspector prior to moving into the space and shall list any deficiencies or issues found. Tenant and landlord will walk all leased areas together at the beginning of the lease period, to agree on the condition of tenant's space.

Tenant agrees that the Landlord has the right to inspect premises at any time, but landlord will make effort to contact tenant prior to any inspection, so as not disrupt tenant's business operations.

Due Dates for Rent, Delinquent rent and Unpaid Rent

Tenant and landlord have agreed that tenant can pay an entire year's rent up front and discount the stated rent by 5%, however if rent is paid monthly, the full monthly amount is due by the first day of each month **prior to** the month coming up. There will be a 5 day grace period if rent is not paid on the **first day of each month for the following month, allowable for 3 months out of 12 per year.** It is agreed that this lease can be cancelled if payment is not received 15 days following the end of this grace period, and tenant will cease operations and move out upon landlord's request.

Unauthorized operations by tenant

Tenant agrees that they will not under any circumstances conduct unlawful, immoral or distasteful activities in, on or around the property premises, and the premises shall only be used for their agreed to and intended purpose(s).

Sub-lease activities

Tenant has agreed to exclusively use the premises as a brewery and will not change that specific use without written authorization by both the local city authorities and the landlord. Also, tenant agrees that subleasing any portion of the premises without written consent of the landlord is strictly prohibited.

Alterations to premises

Landlord will allow minor non-excessive/non-evasive interior alterations to the premises, and tenant improvements specific to and for the brewery operation. Changes to and/or signage on the exterior are also allowed, but must be in accordance with the city's formal approval process. No signage may be erected unless approved by the city first. No other changes shall be made to the premises, without landlord's written approval.

Compliance agreement

Tenant agrees to comply with all applicable laws, ordinances, and regulations of any federal, state, county, city, municipal, or other regulatory authority.

Smoking, alcohol, and any other unlawful uses/activities

Tenant agrees that there will not be any smoking or alcohol use (other than formally and lawfully permitted alcohol use) or any other unlawful acts, whether in or on the premises.

Pets and other live animals

Domesticated dogs are allowed in and on the premises by tenant and tenant's customers, however they must be leashed and they can only access the facility to the extent that's allowed by the law, codes and ordinances.

Adjacent Suite

There are plans which include a restaurant to lease / operate in the northern suite adjacent to tenant's suites. Provisions have been made in the drawings to "open up" access between tenant's lease area and the restaurant, if both the tenant and the restaurant tenant agree to do that. If both desire this open arrangement, landlord will construct accordingly. However if one or both tenants doesn't desire this open arrangement, the access point will be filled in, thus limiting access. Landlord will require a written agreement between tenants if this area will remain open, otherwise landlord will fill it in with wall surface.

Liability

Tenant agrees that landlord / building owner is not responsible for any loss, claim, damage, or expense arising from this lease agreement or use of premises, whether covered under this lease agreement with tenant or not. Tenant has assured landlord that the tenant's clients and/or anyone else on or using the premises will be the tenant's responsibility. Tenant will provide a liability insurance certificate that's suitable to the landlord to cover any and all liabilities as associated with tenant's activities.

Surrender of premises

Tenant will surrender premises to landlord upon expiration of this lease. If tenant is found to be in violation of the lease or if tenant is found to violate any laws or local ordinances, the tenant will not expect (and landlord will not provide) any refund of rents and deposits made.

Hazardous materials and hazardous activities

No hazardous materials or materials suspected to be hazardous shall be brought on to the premises, nor will any activities that would be considered hazardous be conducted on premises.

Notice to landlord

All notices to landlord must be emailed to rhardy@mcelroyspecialty.com **and** also mailed to:

Randy Hardy

448 Westlake Drive

Marietta, Ga, 30064

Landlord's right to sell

Tenant understands and agrees to the landlord's right to sell the property/premises at any time during this lease agreement. Landlord will make every reasonable effort to allow tenant to remain for the lease's full term, however, it is possible that a transfer in ownership could disrupt tenant's lease. In the event that this lease agreement is disrupted due to a sell of the landlord's property, landlord would either transfer the lease to the new owner or refund the remaining rents, as prorated, that have been prepaid to tenant. No claim by tenant will be availed in the event of a sale.

Option to extend lease

Additional rental opportunity beyond this lease period *might* be considered as mutually agreed to by landlord and tenant, but an extension is not guaranteed. Also the rental amount and/or other terms/conditions for this lease are not guaranteed, beyond the lease agreement.

Entire agreement


This lease agreement is intended to represent all agreements previously made between the landlord and the tenant. No oral or other written agreements supersede or take the place of this agreement.

Misc. Terms and Conditions

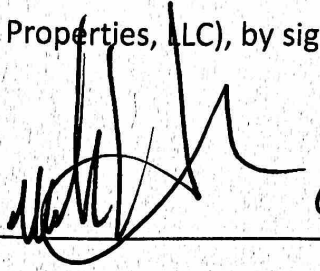
Maintenance and other problems with installed landlord- related systems that require repairs and the normal servicing of MEP systems will be done by the landlord, but incidental "maintenance" attributable to tenant's business activities or neglect by tenant's customers/employees will be by tenant. Examples of tenant responsibility being stuff like clogged toilets, sinks and grease trap, objects flushed that aren't supposed to be flushed, unauthorized MEP tenant – added devices, etc. Also, tenant will be responsible for all cleaning + normal maintenance inside/out.

There is a grease trap that's in place and we (Broad Street tenants) have a "free" tap to it for two years – the two years starts upon receiving the C.O. After that two years is up, the city will be looking to the tenants to pay to have it emptied when it's full – it's not a unit that has to be replaced....it just an empty fee. That empty fee I would assume to be split between you and others who use it in proportion to the amount of space.

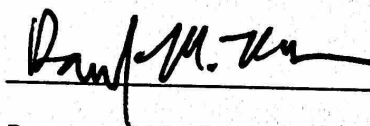
We, and I, Randy Hardy (on behalf of Everything Green Properties, LLC), by signing below, ALL agree to the terms of this lease agreement.


_____ 9/9/2021

Douglas Farrell /Date:


_____ 9/11/21

Randy Hardy / Date:


_____ 9/9/2021

Raymond Mark Henson /Date:

For: Skint Chestnut Brewing Co, LLC

For: Everything Green Properties, LLC

USA



Georgia

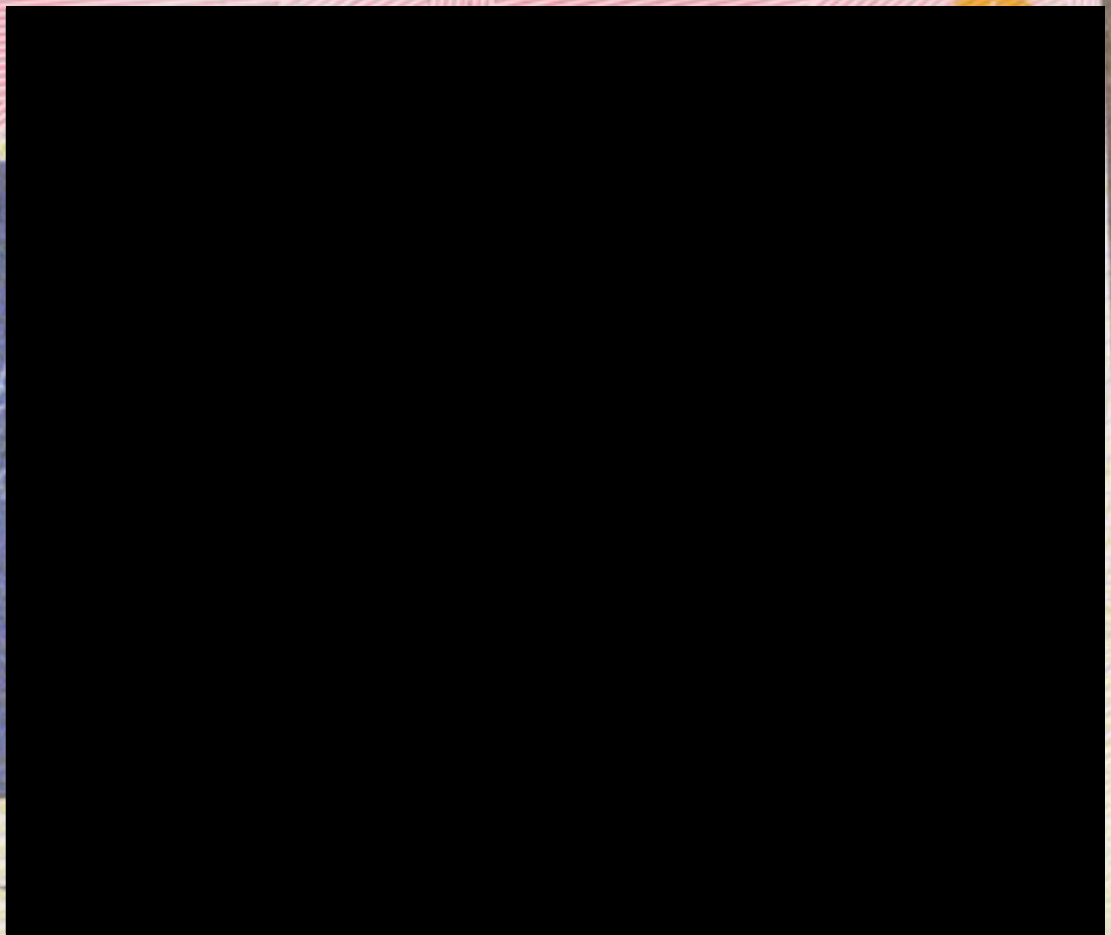
GOVERNOR *Nathan Deal*

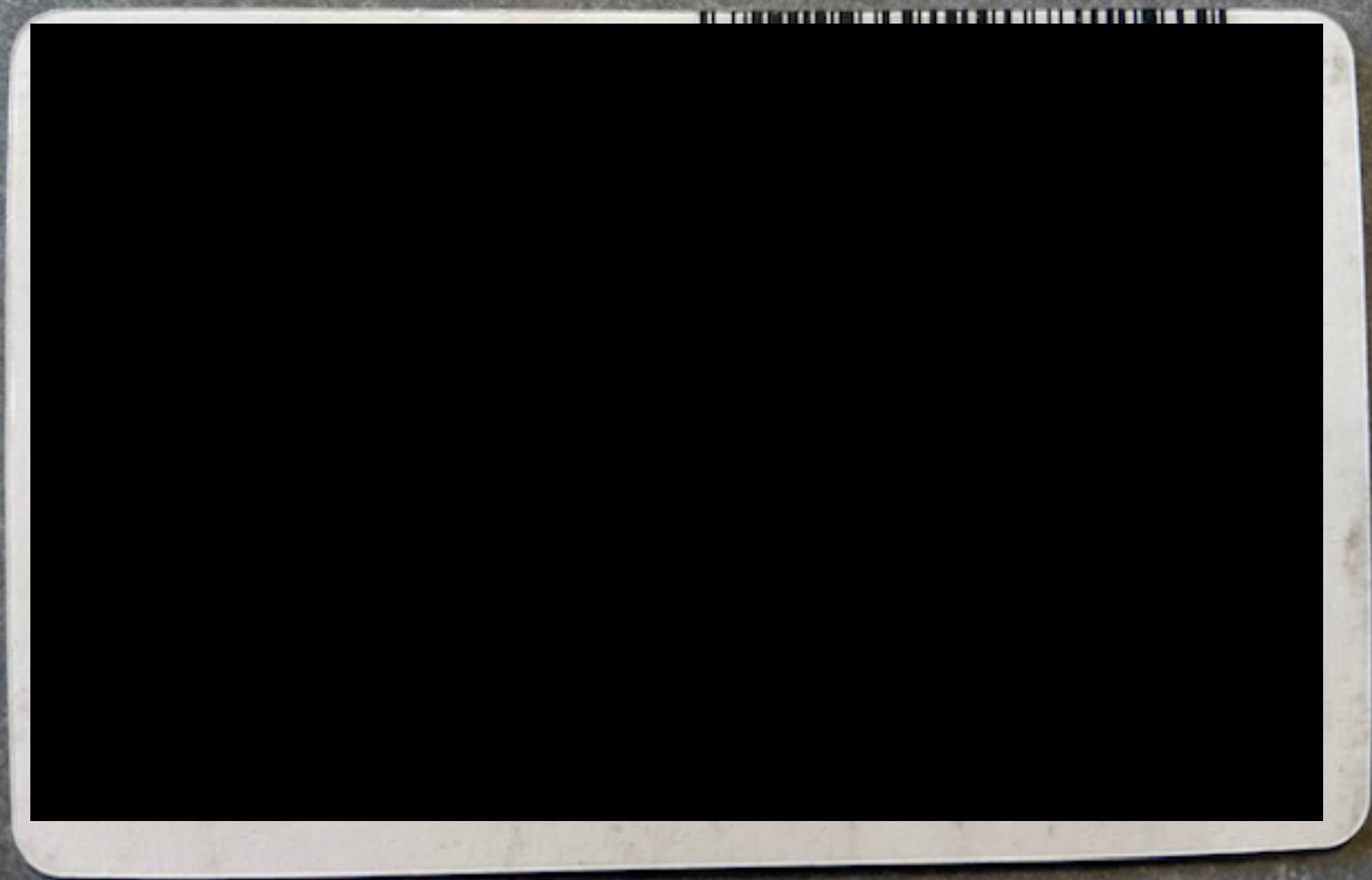
061071

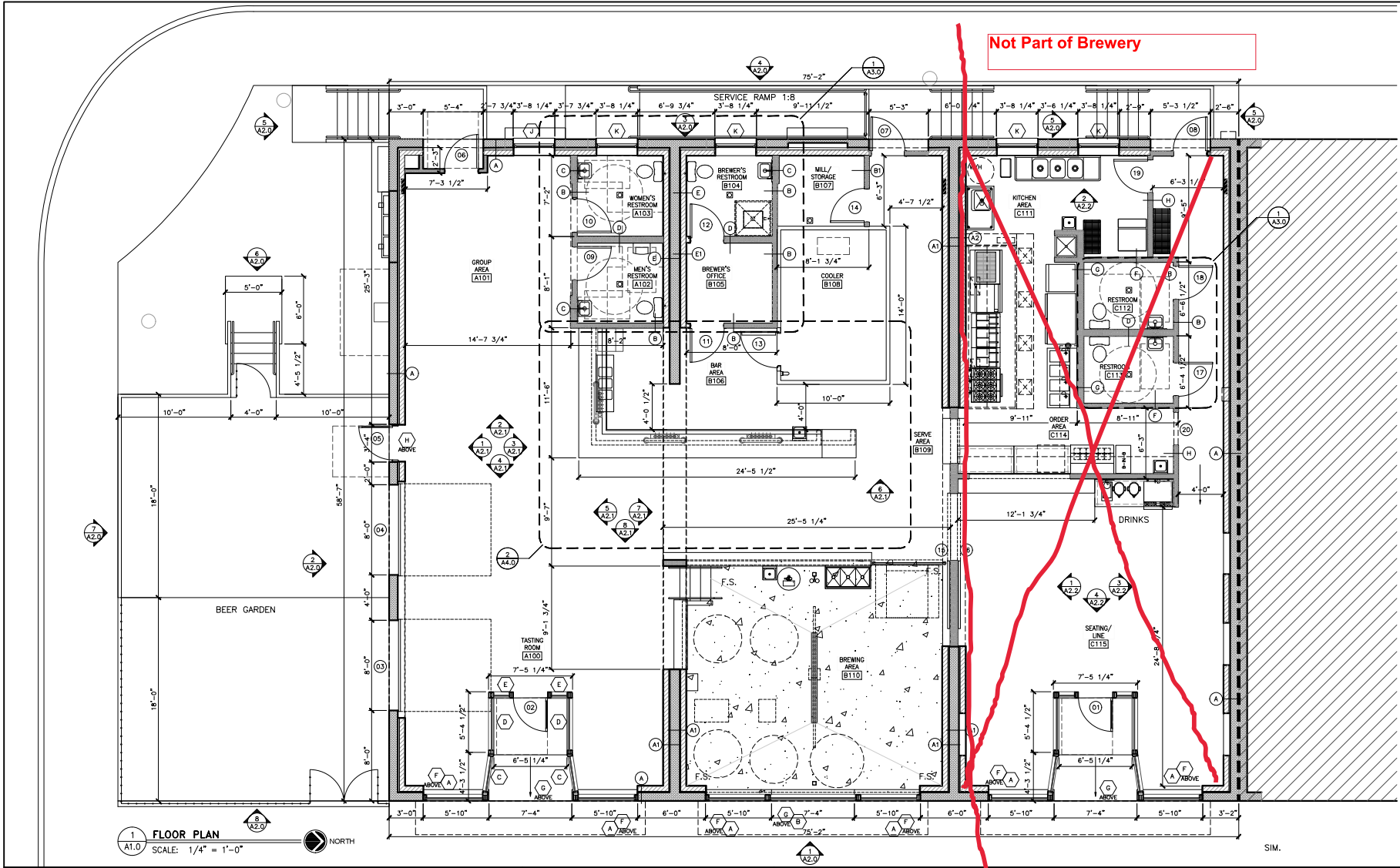


COMMISSIONER *Ross Atkins*

[Handwritten signature]







1 FLOOR PLAN
 A1.0 SCALE: 1/4" = 1'-0" NORTH

SYMBOL LEGEND

- (A) PARTITION TYPE TAG SEE SHEET A1.2
- (X) DOOR TAG - SEE DOOR SCHEDULE ON A6.0
- (W) WINDOW TAG SEE A6.0
- F.S. EXTENTS OF FLOOR SEALING
- [Pattern] AREA OF NEW SLAB
- [Pattern] NEW TO BE PROVIDED - METAL STUD FRAMED
- [Pattern] EXISTING TO REMAIN
- [Pattern] NOT IN CONTRACT
- [Pattern] ONE HOUR RATED DEMISING WALL

GENERAL NOTES

1. EXTERIOR DIMENSIONS ARE TO COLUMN REFERENCE LINES AND EXTERIOR FACE OF FINISH UNLESS OTHERWISE NOTED. INTERIOR DIMENSIONS ARE TO FACE OF FINISH.
2. SEE SHEET A1.3 FOR INTERIOR PARTITION TYPES.
3. SEE EXTERIOR ELEVATIONS FOR WINDOW AND DOOR ULTIMATE HEIGHTS.
4. MAXIMUM OCCUPANCY SIGN TO BE POSTED PER LOCAL CODE. SIGN FURNISHED AND INSTALLED BY GENERAL CONTRACTOR.
5. COORDINATE ALL REQUIRED BLOCKING FOR WALL HUNG EQUIPMENT, SHELVINGS, ETC. FOR PROPER INSTALLATION HEIGHTS.
6. SEE SHEET LS1.0 FOR LIFE SAFETY PLAN.
7. SEE SHEETS EQ1.0 AND EQ1.1 DETAILS ON BREWING EQUIPMENT.

Not Part of Brewery

SHEET NO. A1.0 ALTERATION PLAN	TITLE 3586 Broad Street Suites Interior Renovations WOOD FRAME BEARING WALLS WOOD TRUSS ROOF /	DRAWN BY LSC CHECKED BY JRC DATE 03/17/2021	PREPARED FOR Everything Green Properties Home, office, and applications are the confidential and proprietary information of Everything Green Properties. This document is prepared for use on this particular project only. It is not to be used for any other project without the express written consent of Everything Green Properties.	PROJECT NO. 08/18/2021 DATE	REV. DATE DESCRIPTION
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STATE OF GEORGIA
 PROFESSIONAL ENGINEER
 08/18/2021
 DATE

AIS
 INFRASTRUCTURE
 1111 CAMDEN ROAD, SUITE C
 PHOENIX, AZ 85049