

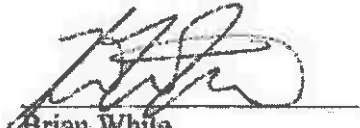
Terms of Neighborhood Support for Conditional Use Permit for Southern Railway Taphouse:

Notwithstanding anything else contained in the agreement set forth below, Pizza 111, I.L.C d.b.a. Southern Railway Taphouse (the "Applicant") agrees to comply with all local, state, and federal laws including but not limited to payment of taxes (including admissions tax), accurate reporting of food and beverage sales ratios, and licensing requirements.

During those times when 100 South 14th Street (the "Premises") is operating as a nightclub pursuant to the City of Richmond, Virginia Conditional Use Permit approval of Ord. 2016-102, introduced March 28th, 2016 (the "CUP"), the following conditions shall be applicable:

1. No events at the Premises shall allow persons under 21 years of age.
2. No "teen parties" will be hosted on the Premises.
3. For any events at the Premises sponsored by a third party promoter, The Shockoe Partnership will be notified in writing one week prior to the event.
4. The nightclub will adhere to the security staffing plan defined by the management plan attached to the CUP.
5. If unrest inside the Premises warrants an official police response with a police report, the Applicant agrees to the following:
 - a. First two (2) Police Reports in a 12 month period – no consequences with regard to this agreement;
 - b. Third (3rd) Police Report in a 12 month period – the Applicant agrees to a formal meeting with the Richmond Police Department's Sector 112 Lieutenant, a designated enforcement agent from Virginia Alcoholic Beverage Control, and a designated member of the Executive Board of The Shockoe Partnership;
 - c. Fourth (4th) Police Report in a 12 month period – the Applicant agrees to enhance the security personnel and procedures during the hours of operation permitted by the CUP based on suggestions provided by the Richmond Police Department's Sector 112 Lieutenant;
 - d. Fifth (5th) Police Report in a 12 month period – if after a formal meeting and discussion of the police reports in the prior 12 month period between the Applicant and the Executive Board of The Shockoe Partnership, and the Executive Board of The Shockoe Partnership requests as such, the Applicant agrees to voluntary surrender for 90 days its rights to operate as a nightclub as permitted by the CUP.


Chris Farag
Pizza 111, LLC


Brian White
Vice President, Shockoe Partnership