

City of Jonesboro Private Club Review and Conditions Form

Date 3-8-23	Non-Profit Corp. Aggie Boad Center Inc
Address 2800 Alumni	Blud- Stey A
Applicant on Behalf of Club	William Stanley
Home Address	1110 Robin Rd Jonesboro, AR
Business Name	Aggie Road Sports Club
Büsiness Address	2800 Alumni Blid, Stu A
City of Jonesboro official use belo	1
Police Department: Copy of n Has any member If yes, How man Has Non-Profit of	nembership list Yes No er been convicted of a felony? Yes No by years since conviction? complied with City of Jonesboro laws? Yes No
Comments:	
Approve? Yes No	Signature Chief of Police Charle Rich Cust
Planning and Zoning Department:	
Hours of Operati Copy of menu fo	Club: Restaurant Hotel/Motel on? No Signature Planning Director
City Clerk:	
Date received Date entered in I	_egistar
City Council Action	



APPLICATION FOR PRIVATE CLUB PERMIT

MUST BE NON-PROFIT CORPORATION On file at Arkansas Secretary of State's Office

INSTRUCTIONS

Answer all questions correctly and in full. PLEASE PRINT IN INK OR TYPE.
 NOTE: FORMS MUST BE NOTARIZED.

APPLICATION MUST BE ACCOMPANIED BY CRIMINAL BACKGROUND INVESTIGATION RESULTS OF THE APPLICANT (FORMS AND INSTRUCTIONS ENCLOSED).

- 2. Application fee is \$250 and must be paid to the Collections Department at City Hall.
- 3. Receipt of application fee payment must be submitted with the application.
- 4. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas.
- 5. The following additional materials must be submitted with your application:
 - a. A current list of names and addresses of all board members, and a signed "authority to release information form" from each board member.
 - b. The address where the business will be located. If the non-profit corporation does not own the property, a copy of the lease, option to lease, option to purchase, or buy-sell agreement in **favor of the non-profit corporation** must be attached.

MAIL OR DELIVER DIRECTLY TO:

Chief of Police
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas 72401

February 20, 2023

HAND DELIVERED

Chief of Police
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, AR 72401

RE: Application for Large Event Facility - Private Club Permit for Aggie Road Center Inc. d/b/a Aggie Road Sports Club for Tomlinson Stadium at Arkansas State University

Dear Chief:

Please find enclosed the following application materials:

- 1. City of Jonesboro, Arkansas, application for private club permit completed, signed and notarized.
- 2. Schedule A individual's personal history completed, signed and notarized.
- 3. Authority to release information completed, signed and notarized for the three board members: William Stanley, Craig Harrison and Jared Woodard.
- 4. Arkansas criminal history report for the Elm Street Center president and registered agent, William Stanley.
- 5. Current facility lease agreement between Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club and Arkansas State University, and proposed lease agreement between Aggie Road Center, Inc., and Arkansas State University. I am also the president and registered agent for NEA Sports Club, which currently holds ABC Permit #06030-01 for service at six campus facilities including Tomlinson. The lease agreement will be modified to reflect the Aggie Road Center permit transfer upon ABC approval.
 - 6. Alphabetized member list of 138 names for Aggie Road Center, Inc. d/b/a Aggie Road Sports Club.
 - 7. Arkansas Secretary of State documentation of nonprofit corporation.
 - 8. Receipt from the City of Jonesboro Collections Department showing payment of \$250 application fee.

Please let me know if you have any questions. Thank you for your assistance.

Sincerely,

William Stanley President Elm Street Center, Inc.

CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

Aggie ROAD	Center INC.			
Non-Profit Corporation			FEIN #	
APPLICANT ON BEHALF CLUB	OF william First	Middle	Star	wley
HOME ADDRESS	1110 ROLIN RJ Street	Jonesburo	72401 Zip	County
BUSINESS NAME	Aggie Ro	A) Sports (Pul	
BUSINESS ADDRESS	2800 Alumni Blu Street	J., Ste. A, Jones	bono 72401	Cusigheal County
	51.000	City	Zip	County
Does the club own the pre				and address of owner:
Aukansas State	University, P.1	D. Box 2100, St	Ate University	, AR 72467
ls your establishment prim Yes	, ,	(2	/	•
If the answer to the above all activities to be offered.	question is no, then what	t type of business will yo	u be engaged in on th	ne premises? Please list
Does anyone now hold an a	14de (2005 2011	2 ANC. WOH	18 1 DONOIS	Idress and permit no(s).
2800	Alumni BW,		2401	
		06030-601		,
Sepu	ice location	for permit	/	o Stadium opic D o AR 72401
			0-1.1000	

Give names and addresses of all officers/directors of the non-profit organization:

<u>NAME</u>	TITLE	ADDRESS
William Stanley	President	1110 Robin RJ., Jonesboro, AR 72401
Cuaig HAUVISON	Treasurer	5120 Kesington Dr. Benton, AR 72019
JAVEL WOOLAND	Secretary	2511 SEA ISLAND, JONESDOPO, AR
		72407
whether suspended or otherwise, of an		rning body, or any club officer, been under the sentence, on of a felony within two (2) years preceding the date
Signed this day of	0	Signature of Applicant/Managing Agent Official Title
Subscribed and sworn to before me this		ebywy, 2103. Notary Public
My Commission Expires: 2115	129	
		SARA COOK MY COMMISSION # 12224040



SCHEDULE A - INDIVIDUAL'S PERSONAL HISTORY

I subm	it answers to the	following question	ons under oath:				
1.	Name_ Wil	liam Sta	wley	Sex	Date of Birth		
2.		1110 Robin Street	RJ Jones	2010 7240 Zip	Phone No.	870-932-20	100
3.	Are you a persor	n of good moral	character and repu	tation in your comm	nunity? <u>Ves</u>		
4.	Are you a CITIZI	o	NT RESIDENT ALI	EN) of the United St. _ Green Card No	ates? CIRCLE ONE		
5.	Are you a reside	nt of Craighead	county?	les	951		
	If not, do you liv	re within 35 mile	s of the premises	to be permitted?			
6.	Have you ever b	een convicted of	a felony? YES	NO <u>X</u> _	If so, give full inform	ation	
7.					holic beverages wit	hin the five (5) years	l
8.	Have you had a application? YES	ny alcoholic bev	verage permit issue	ed to you revoked will information	within the five (5)	years preceeding this	
9.	Do you presently permit number(s	hold or have yo	Tonesbove	pholic beverage perm	nit(s)? <u>Yes</u> If so, MIT #060	give name, place, and	
10.	Have you applied	d and been refus	ed a permit at the	applied for location	within the last 12 m	onths? No	
11.	Marital Status: 5	Single ()	Married () Div	orced () Separa	ted () Other ()		
12.	Furnish complete	e information re	garding members o	of immediate family:			
Į.	Relationship	<u>Ful</u>	l Name	Add	ress	Occupation	
Wi	fe	Mekelle	Stanley	1110 Robin	R) Jonesbor	o Office MAN	1Agen
	ughter		McFAJJEN		J. Jonesboro	Stylist	V
50	N N	Jennings	Stanley	1110 Fabin	R) JONESbor	o Student	
							4

(a)	Are any of the above to b	se connected with the op	eration of the outlet	No	
(b)	If so, who and in what ca	pacity?			
13.	Give your home address	(city or town) and dates a 26CIN P.J. JONE Autumn D. Jo	at each for the past fi	ve (5) years: 21- Present	1
	2306	Autumn D Jo	ontsboro Pr	ior to 20	2/
14. (Covering the past five (5) ye	ars, give in detail the foll	owing:		
	Your Business or Occupa	ation Name & A	ddress of Employer	Date	s of Employment
	Attorney	Stanley 2	Woodard PL	C MAy2	013-Present
Divisi licens	eby state on oath that I wil ion, nor will any agent or e sed premises and its books a r legal process.	mployee be allowed to v	iolate any law or re	gulation. It is here enforcement office	eby consented that the
STATE	E OF ARKANSAS				
COUN	NTY OF Craigha	d			
each	of the questions to which ct.	, being first he/she has made answe	duly sworn on oath r, and that his/her sa	deposes and says	s that he/she has read h instance are true and
Subsc	cribed and sworn to before r	ne this <u></u> 22 day of _	San	- , <u>2023</u> Cark	
Му Со	ommission Expires: 2	15/29	Notary Public	d	
			MOTARY PUBLIC	SARA COOK MY COMMISSION # 123 EXPIRES: February 15, Craighead County	61219

AGGIE ROAD CENTER, INC. d/b/a Aggie Road Sports Club Board of Directors As of January 1, 2023

William Stanley Craig Harrison Jared Woodard President Treasurer

Secretary

1110 Robin Rd., Jonesboro, AR 72401 5120 Kesington Dr., Benton, AR 72019 2511 Sea Island Dr., Jonesboro, AR 72404

AUTHORITY TO RELEASE INFORMATION

TO WHOM IT MAY CONCERN: I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location. To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro. 5120 Kensungton Mailing Address 501-904-4182 Contact Phone Cravar 333 & gmail. com Subscribed and sworn to before me this 25 day of January **Notary Public** My Commission Expires: 84/2028

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S:

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct permit. This investigation may include inquiries as to my	an investigation before a final de character, reputation, and the local	cision this alcoholic beverage ation and feasibility of a permit
being issued at the applied for location. To facilitate this investigation, I do hereby give my conse information from their records to the City of Jonesboro.	Signature – Date 1110 Robin R Home Address Tonesboyo AR City State 1110 Robin RJ Mailing Address Tonesboyo AR City State 870-761-5454 Contact Phone	lity or police agency to furnish
Subscribed and sworn to before me this	Notary Public SARA COMMISSION EXPIRES: February Craighead	N # 12361219 Jury 15, 2029

AUTHORITY TO RELEASE INFORMATION

pplication filled by Applicant -A, Stockholder/Partner - S :
O WHOM IT MAY CONCERN:
understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage ermit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit eing issued at the applied for location.
o facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro. Signature – Full Name Date ZSII Sea Islawl D
Home Address
Tonesbovo AR 72404 City State Zip
2511 SeA Islaw Dr Mailing Address
ToNesboro AR 72404 City State Zip
870-926-0649 870 -932-2000 Contact Phone Business Phone
Email Address Establey WoodArd. COM
obscribed and sworn to before me this 22 day of February 2003. Notary Public
SARA COOK MY COMMISSION # 12361219 EXPIRES: February 15, 2029 Craighead County

ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

Last: Stanley

First: William

Middle: Jennings

Date of Birth:

Sex:

Race:

Arkansas

State Police

Social Security Number:

(not verified, supplied at time of request)

Home/Mailing Address: 1110 Robin Rd. Jonesboro, AR 72401

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT

Requestor Information

Transaction Number: ABC003736048

Date: 02/22/2023

Agency Reporting: Arkansas State Police

Purpose: ABC Mandated pursuant to Arkansas Code §3-2-103 regarding applicants for alcohol permits issued

by the Alcoholic Beverage Control Division.

Released To: Miracle Lee On Behalf of Alcoholic Beverage Control

Representing: Alcoholic Beverage Control

Mailing Address: 101 East Capitol, Suite 401 Little Rock, AR 72201

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last five (5) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

LEASE AGREEMENT

Lease Agreement ("Lease") by and between Cobblestone Vintage Good Guild d/b/a NEA Sports Club, an Arkansas non-profit corporation (hereinafter called "Cobblestone") and Arkansas State University-Jonesboro (hereinafter called "ASU!").

WITNESSETH:

WHEREAS, Cobblestone possesses a liquor permit with its principal location at 217 Olympic Drive, Jonesboro, Arkansas; and

WHEREAS, Cobblestone is desirous of leasing certain portions of the campus ASUJ for use by Cobblestone where Cobblestone shall dispense liquor at certain times to it members and guests; and

WHEREAS, ASUJ is desirous of entering into such Lease upon the terms and conditions set forth herein; and

WHEREAS, Cobblestone is desirous of lease such space upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein the parties agree as follows:

 LEASED PREMISES. ASUJ hereby lets, leases and demises unto Cobblestone subject to the terms and conditions hereinafter set forth, the following described real property situated in Craighead County, Arkansas, to wit:

See attached Exhibit A for the property description.

To have and to hold the Premises unto the said Cobblestone for and during the Term and any Additional Term(s) hereof upon the terms and conditions set forth herein.

- 2. TERM. Cobblestone shall lease the Premises for a period of ten (10) years beginning on the 1st day of August, 2015 and ending at midnight the 31st day of July, 2025, for designated events only as set forth in paragraph 4 below (the "Term").
- 3. RENT. Cobblestone shall pay to the ASUJ as annual rental for the Premises the sum of Ten and 00/100 Dollars (\$10.00) for the Term. Such payments shall be due on the 1st day of August of each year throughout the Term.
- 4. USE OF THE PREMISES. Cobblestone agrees that the Premises shall be used for the purpose of a private club for Designated Events only in the locations shown on Exhibit A. Designated Events shall be those events set forth on the attached Exhibit B for any and all locations set forth on Exhibit A. ASUJ shall have the full, complete and exclusive use of all locations shown on Exhibit A, except for a reasonable period of time before, during and after each Designated Event. Cobblestone hereby covenants that the Premises, including all buildings and improvements thereon, shall during the Term of this Lease be used only and exclusively for lawful purposes, and no part of the Premises or improvements thereon shall be used in any manner whatsoever for any purpose in violation of the laws of the United States, the State of Arkansas, or the ordinances or laws of the City of Jonesboro.

- 5. ALTERATIONS. Cobblestone agrees that it shall not make any changes, alterations, modifications, or additions of a structural nature in or about the Premises without receiving prior written approval from ASUJ, except for minor non-structural alterations or additions not of a permanent nature. If Cobblestone desires to make any structural alterations or additions, then Cobblestone shall give written notice thereof to ASUJ and ASUJ shall approve or give notice of the lack of approval within thirty (30) days following notice thereof. If ASUJ falls to give any notice within such thirty (30) day period, then such alterations shall be deemed denied.
- 6. MAINTENANCE AND REPAIRS. ASUJ shall, at its sole cost and expense, maintain the interior of the Premises in good order, condition, and repair. Further, ASUJ shall at its own cost and expense maintain the electrical, heating, air conditioning, water and plumbing systems of the Premises. Unless set forth in writing to the contrary and signed by the parties, Cobblestone shall not have any obligation of any kind whatsoever in connection with the maintenance or repair of the Premises except for items damaged by Cobblestone, its employees, members or guests. In addition, ASUJ shall be responsible for and shall maintain the exterior walls and roof of the Premises in good repair throughout the term of this Lease.

7. INSURANCE.

- (a) Property Damage. During the Term of this Lease, ASUJ shall maintain and keep in full force and effect, at its sole cost and expense, a standard comprehensive policy of property damage insurance with respect to the Premises for ASUJ's property. Further, Cobblestone shall be responsible for providing the liquor liability insurance for such private club. ASUJ shall maintain insurance protecting the real property and all appurtenances attached thereto.
- (b) Liability. During the Term of this Lease, Cobblestone shall maintain and keep in full force and effect, at its sole cost and expense, a general policy of comprehensive public liability insurance insuring ASUJ and Cobblestone against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto. Such liability insurance shall have the following minimum coverages, to wit: Five Million and 00/100 Dollars (\$5,000,000.00) per person and Ten Million and 00/100 Dollars (\$10,000,000.00) per occurrence with Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for damage to property.
- (c) Certificate of Insurance. Cobblestone shall furnish to ASUJ upon request, and if not requested at least annually: (i) a certificate of insurance showing such insurance to be in full force and effect; and (ii) proof that the premiums necessary to keep said insurance in full force and effect have been timely paid.
- (d) Miscellaneous. Insurance required hereunder shall be with such companies and in such form as is reasonably satisfactory to the ASUJ. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to the ASUJ. Cobblestone shall, within ten (10) days prior to the expiration of such policies, furnish ASUJ with renewals or binders for renewal coverage.
- 8. TAXES. Cobblestone shall pay all taxes on the property of Cobblestone located on the Premises as well as all taxes, licenses and other similar charges upon the business of Cobblestone. As an agency of the State of Arkansas, ASUJ is normally exempt from any and all ad valorem taxes and assessments. In the event that any taxes are deemed or determined by a proper governmental authority (not based

upon the business of Cobblestone) to be due, then ASUI shall pay such taxes and assessments. However, any taxes caused by, created by or due from Cobblestone shall be paid by Cobblestone.

- DAMAGE OR DESTRUCTION OF THE PROPERTY.
- (a) Total or Partial Destruction. In the event the improvements upon the Premises are damaged by vandalism, fire, storm, wind, or other casualty so as to render the Premises uninhabitable, and such damage cannot reasonably be expected to be substantially repaired within one hundred fifty (150) days, Cobblestone shall have the option for a period of fifteen (15) days following the date of such damage to terminate this Lease by written notice to ASUJ. In the event such damage does not render the Premises uninhabitable or it is reasonably expected that the Premises will be substantially repaired within one hundred fifty (150) days, Cobblestone shall not have the right to terminate this Lease. In the event this Lease is not terminated by Cobblestone, ASUJ shall, as soon as practical, institute action to repair and rebuild the damaged portion of the Premises. In no event shall ASUJ be obligated to expend more than the insurance proceeds received by ASUJ by reason of such damage.
- (b) Abatement of Rent During Reconstruction. If the Premises are destroyed or damaged and action is undertaken by ASUJ to repair or restore the Premises, the rent payable for the period when such damage, repair, or restoration continues shall be abated in proportion to the degree to which NEA Sports' use of the Premises is impaired (except as provided by the loss of rents coverage). The aggregate amount of abatement hereunder shall not exceed the full monthly rental provided hereunder. Except for abatement of rent, if any, Cobblestone shall have no claim against ASUJ for any liability, cost, obligation, or expense caused by reason of such damage, destruction, repair or restoration.
- 10. ASSIGNMENT OR SUBLETTING. Cobblestone shall neither assign nor sublet the Premises nor any part thereof without the written consent of ASUJ. In no event shall the subletting or assignment of this Lease relieve Cobblestone of any of the covenants, agreement and obligations imposed upon Cobblestone in this Lease. However, ASUJ hereby allows Cobblestone to engage a contractor to provide food services as necessary under Arkansas law or any Arkansas Beverage Control Commission Rule or Regulation.
- 11. EVENTS OF DEFAULT. Any one or more of the following events shall be deemed an event of default by NEA Sports under this Lease:
- (a) failure by Cobblestone to timely pay any installment of rent and late fees, if applicable, provided herein as and when due and payable or within thirty (30) days thereof;
- (b) failure by Cobblestone to comply with any term, provision, or covenant of this Lease, other than the payment of rent, for a period of thirty (30) days after written notice thereof has been given by ASUJ;
- (c) the breach of any representation or warranty of Cobblestone contained herein;
- (d) Cobblestone deserting or vacating all or any substantial portion of the Premises for a period of ten (10) days or more during a period when Cobblestone is intended to be in possession of such Premises;
- (e) Cobblestone: (i) suspending or discontinuing its business; (ii) making an assignment for the benefit of creditors; (iii) generally not paying its debts as they become due; (iv) becoming insolvent; (vii) filing any petition or answer seeking for itself any reorganization, arrangements, composition, readjustment of its debts or for liquidation, dissolution or other similar relief; (viii) petitioning or

applying to any court for any receiver, custodian, or trustee for all or substantially all of its property or assets or by the subject of any such proceeding filed against it; (ix) filing an answer admitting or not contesting the material allegations or any such petition filed against it or any order, judgment or decree approving such petition in any such proceeding; (x) seeking, approving, consenting to, or acquiescing in any such proceeding for the appointment of any such trustee, receiver, custodian, liquidator or agent for it or any substantial part of its property or if an order is entered appointing any such trustee, receiver, custodian, liquidator or agent; or (xi) taking any formal action for the purpose of effectuating any of the foregoing;

- an order for relief being entered under the United States bankruptcy laws, or if any other decree or order is entered by a court having jurisdiction: (i) adjudging Cobblestone as bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization, liquidation, arrangements, adjustment or composition of Cobblestone or its property under the United States bankruptcy laws or any other applicable federal or state law; (iii) appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for Cobblestone or for any substantial part of Cobblestone's property; or (iv) ordering the winding up or liquidation of Cobblestone's affairs; or
- (g) any judgment or decree against Cobblestone which is not paid, not stayed on appeal, not discharged, not bonded, or not dismissed for a period of thirty (30) days or more.
- 12. REMEDIES. Upon the occurrence of any event of default as provided herein, ASUJ shall have the option to pursue any one or more of the following remedies without notice or demand, and without prejudice to any rights or remedies otherwise available at law or in equity:
- (a) to re-enter and repossess the Premises and expel and remove Cobblestone and any other person who may be occupying the Premises without being liable for trespass or any damages thereof;
- (b) to terminate this Lease by giving written notice thereof to Cobblestone, as of a date to be specified in such notice which shall be at least thirty (30) days after the date on which such notice is given, in which event this Lease and the Term, but not continued liability hereunder, as hereinafter provided, shall expire and terminate upon the date specified in such notice as aforesaid, as fully and as completely as if the date specified in such notice was the date definitely fixed in this Lease for expiration, and Cobblestone shall quit and surrender the Premises to ASUJ on or before the said date, without cost or charge to ASUJ;
- (c) to cure such event of default in any other manner (after giving Cobblestone written notice of ASUJ's intention to do so except in the case of emergency), in which event Cobblestone shall reimburse ASUJ for all expenses incurred by ASUJ in doing so, including attorney's fees, plus interest on all such expenses at the lesser of the default rate or the highest rate then permitted on account thereof by applicable law, which expenses and interest shall be additional rent and shall be payable by Cobblestone immediately upon demand thereof by ASUJ; and/or
- (d) to exercise any other right or remedy available at law or in equity or otherwise.
- 13. ASUI'S INSPECTION. ASUI shall have the right, at all reasonable times and hours to enter upon the Premises for the purpose of making inspections. However, this right shall not be exercised in a manner which unreasonably interferes with the normal conduct of Cobblestone's business on the Premises.

- 14. CONDITION OF THE PREMISES. Cobblestone hereby accepts the Premises and any equipment therein and will keep and maintain said Premises, fixtures and equipment during the Term hereof in good working condition. At the expiration of the Term, Cobblestone shall return the Premises, equipment and fixtures without damage caused by Cobblestone, its employees, members or guests, ordinary wear and tear excepted.
- 15. SIGNS. Cobblestone shall not hang or place any sign, attachment or display of any kind to or upon the building and Premises or hang therefrom any such sign, attachment or display without ASUJ's prior approval. However, ASUJ shall not unreasonably withhold approval of any sign which is consistent with the architecture of the Premises or is required by Arkansas Alcoholic Beverage Control Regulations.
- 16. WASTE. Cobblestone shall operate its aforementioned business so as not to endanger, damage or cause or allow waste to the Premises and Cobblestone shall not damage, destroy, or permit the same on or in the Premises except for ordinary wear and tear.
- 17. EXCEPTIONS. ASUJ may determine that it is not in the best interest of ASUJ for a portion(s) of the private club designated in Exhibits A or B to conduct operations at or during certain events. If ASUJ makes such determination, ASUJ shall give Cobblestone notice in writing no later than ten (10) days prior to such event that a portion(s) of the private club shall not conduct operations in a building which is part of the large event facility private club. Cobblestone shall be bound by such determination provided proper notice has been given by ASUJ.
- 18. MISCELLANEOUS. Cobblestone shall not conduct any kind of business that will be obnoxious or offensive to ASUJ or property owners and businesses in and around the Premises. Cobblestone will not carry on or conduct any business in violation of any city ordinance, or the laws of the State of Arkansas, or of the United States of America, and will pay taxes, licenses and penalties necessary to be paid, connected with or incident to Cobblestone's business.
- 19. ENTIRE AGREEMENT. This writing constitutes the entire agreement of the parties and all other writings, statements, agreements or representations whether oral or written are superseded and replaced hereby. No alteration, change or modification of this agreement shall be made except in writing signed by all parties.

20. GENERAL CONDITIONS

- (A) Athletic events at which alcoholic beverages will be sold will be done so pursuant to all applicable laws and all applicable rules, regulations, policies, and guidelines. In addition for NCAA athletic events, ASUI shall follow allow rules, regulations, policies and guidelines of the NCAA and the Sun Belt conference.
- (B) Titles and paragraph headings are for convenient reference and are not a part of this Agreement.
- (C) In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.
- (D) Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Arkansas, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to

conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

- (E) Because ASUI is an agency of the State of Arkansas, any claims that may asserted against ASUI must be brought in the Arkansas State Claims Commission.
- (F) This Agreement shall be construed and enforced according to the laws of the State of Arkansas.
- (G) Both parties shall comply with all applicable laws, ordinances and codes of Federal, State and Local governments.

IN WITNESS WHEREOF, the parties hereto have individually and through their proper officials executed this Agreement the day and year first written.

Arkansas State University-Jonesboro

DATE: May 7, 2015

Vice Chancellor of Finance and Administration

Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club, an Arkansas non-profit corporation

DATE: May 7, 2015

The building and real property which are being leased are as set forth below (collectively, the "Premises"):

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401; Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401; Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401; Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401; Pavilion, 2605 A Street, Jonesboro, AR 72401; and Tomlinson Stadium, 208 Olympic Drive, Jonesboro, AR 72401.

The building and real property which are being leased are as set forth below (the "Premises"):

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401.

The building and real property which are being leased are as set forth below (the "Premises"):

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401.

The building and real property which are being leased are as set forth below (collectively, the "Premises"):

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401; and Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401.

The building and real property which are being leased are as set forth below (collectively, the "Premises"):

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401; Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401; and Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401.

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Alcoholic Beverages will be served in certain areas of the buildings and real property being leased as set forth below:

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401 – in All of the Press Box, the Red Loge area and the End Zone Suites at all Arkansas State University- Jonesboro ("ASUJ) football games and any pre or post season ASUJ football events or football events of other colleges, unless prohibited by the NCAA or other controlling authority;

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401 – in the Convocation Center for all concerts or other events as agreed by the parties, excluding all ASUJ basketball games;

Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401 — in the Cooper Alumni Center for all events as agreed by the parties;

Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401 – in the Fowler Center for all events as agreed by the parties;

Pavilion, 2605 A Street, Jonesboro, AR 72401 – in the Pavilion for all events as agreed by the parties; and

Tomlinson Stadium, 208 Olympic Drive, Jonesboro, AR 72401 – in Tomlinson Stadium only in the Barton's Deck at all baseball games of Arkansas State University- Jonesboro ("ASUJ) and any pre or post season ASUJ baseball events or baseball events of other colleges, unless prohibited by the NCAA or other controlling authority.

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Cooper Alumni Center, 2600 Alumni Blvd., Jonesboro, AR 72401 – in the Cooper Alumni Center for all events as agreed by the parties; and

Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401 – in the Fowler Center for all events as agreed by the parties.

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Fowler Center, 201 Olympic Drive, Jonesboro, AR 72401 – in the Fowler Center for all events as agreed by the parties.

COBBLESTONE VINTAGE GOOD GUILD, INC. d/b/a NEA Sports Club **Board of Directors and Officers**

BOARD OF DIRECTORS:

Director

William J. Stanley

326 S. Church Street, Jonesboro, AR 72401

Director

Bobby McDaniel

400 S. Main, Jonesboro, AR 72401

Director

Craig Harrison

5120 Kensington Dr., Benton, AR 72019

OFFICERS:

President

William J. Stanley

326 S. Church Street, Jonesboro, AR 72401

Vice President

Bobby McDaniel

400 S. Main, Jonesboro, AR 72401

Secretary/Treasurer

Craig Harrison

5120 Kensington Dr., Benton, AR 72019

STATEMENT

By our signatures below, we hereby certify the following:

- A. None of the officers nor members of the Board of Directors of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club have even been convicted of a felony;
- B. None of the officers nor members of the Board of Directors of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club have had a permit, license or registration issued to them under any alcoholic beverage control law or regulation of the State of Arkansas or any other state in the United States of America revoked within five (5) years preceding the date of application.
- C. All of the officers and members of the Board of Directors of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club are of good moral character.
- D. None of the officers nor members of the Board of Directors of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club have been convicted of violating any laws of the State of Arkansas or any other any other state in the United States of America governing the sale, possession, manufacture or transportation of alcoholic beverages within five (5) years preceding the date of application.
- E. All of the officers and directors of the Board of Directors of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club possess all of the qualifications required by the laws of the State of Arkansas or by the ABC regulations for an individual permit.

Dated this 8^{44} day of April, 2015.

Bill Stanley

obby McDaniel

Craig Harrison

STATEMENT OF CHARITABLE PURPOSE

The purpose of Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club, a non-profit corporation organized under the laws of the State of Arkansas, is to provide benefits to the Red Wolf Foundation of Arkansas State University with the goal of improving the athletic department and opportunities available related to athletics for any and all students, whether participating in them or viewing them, to enhance the experience of all students as well as all fans and supporters of Arkansas State University and to support any and all goals and missions of the Red Wolf Foundation, a 501(c)(3) entity.

STATEMENT OF AREAS OF ALCOHOLIC BEVERAGE SERVICE

Alcoholic Beverages will be served in certain areas of the following buildings and real property owned by Arkansas State University which are leased by Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club (collectively, the "Premises"):

Centennial Bank Stadium, 2720 A Street, Jonesboro, AR 72401 – in All of the Press Box, the Red Loge area and the End Zone Suites at all Arkansas State University- Jonesboro ("ASUJ) football games and any pre or post season ASUJ football events or football events of other colleges, unless prohibited by the NCAA or other controlling authority;

Convocation Center, 217 Olympic Drive, Jonesboro, AR 72401 – in the Convocation Center for all concerts or other events as agreed by the parties, excluding all ASUJ basketball games;

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FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN COBBLESTONE VINTAGE GOOD GUILD d/b/a NEA SPORTS CLUB, an ARKANSAS NON-PROFIT CORPORATION, and ARKANSAS STATE UNIVERSITY-JONESBORO

The Lease Agreement between Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club, an Arkansas non-profit corporation, and Arkansas State University-Jonesboro is amended as follows:

- -The term "Arkansas State University-Jonesboro" is stricken and replaced with the term "Arkansas State University."
- -The term "Convocation Center" is stricken and replaced with the term "First National Bank Arena."
- -Paragraph 2 is amended to reflect a new lease termination date of December 31, 2031.
- -The attached "Exhibit B to Lease Designated Events" is amended to include the loge boxes and east and west concourse locations located in Centennial Bank Stadium.
- -The attached "Exhibit B to Lease Designated Events" is amended to strike the phrase "excluding all ASUJ basketball games" from First National Bank Arena.
- -The attached "Exhibit B to Lease Designated Events" is amended to include the right field area next to the fence in Tomlinson Stadium.
- -The attached "Statement of Areas of Alcoholic Beverage Service" is amended to include the loge boxes and east and west concourse locations located in Centennial Bank Stadium.
- -The attached "Statement of Areas of Alcoholic Beverage Service" is amended to strike the phrase "excluding all ASUJ basketball games" from First National Bank Arena.
- -The attached "Statement of Areas of Alcoholic Beverage Service" is amended to include the right field area next to the fence in Tomlinson Stadium.

WHEREAS, the remainder of the Lease Agreement executed on May 7, 2015 shall remain unchanged and shall continue in full force and effect.

It is so agreed this 17 day of December, 2021.

ARKANSAS STATE UNIVERSITY

Name: Len Frey

Title: Executive Vice-Chancellor for Finance and Administration

Cobblestone Vintage Good Guild, Inc. d/b/a NEA Sports Club, an Arkansas non-profit corporation

Name; William J. Stanley

Title: President

LEASE AGREEMENT

Lease Agreement ("Lease") by and between Aggie Road Center, Inc., d/b/a Aggie Road Sports Club, an Arkansas nonprofit corporation (hereinafter called "Aggie Road") and Arkansas State University (hereinafter called "ASU").

WITNESSETH;

WHEREAS, Aggie Road possesses a liquor permit with its principal location at 2800 Alumni Blvd., Suite A, Jonesboro, Arkansas 72401; and

WHEREAS, Aggie Road is desirous of leasing certain portions of the ASU campus for use by Aggie Road where Aggie Road shall dispense liquor at certain times to it members and guests; and

WHEREAS, ASU is desirous of entering into such Lease upon the terms and conditions set forth herein; and

WHEREAS, Aggie Road is desirous of lease of such space upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein the parties agree as follows:

1. **LEASED PREMISES.** ASU hereby lets, leases and demises unto Aggie Road subject to the terms and conditions hereinafter set forth, the following described real property situated in Craighead County, Arkansas, to wit:

See attached Exhibit A for the property description.

To have and to hold the Premises unto the said Aggie Road for and during the Term and any Additional Term(s) hereof upon the terms and conditions set forth herein.

2.	TERM. /	Aggie Road	shall lease the Pre	mises for a per	iod of (10) yea	rs beginning
on	the c	day of $\underline{}$, 2023	and ending at	midnight the	31st day of
		_, 2033, for	designated events	only as set fort	h in paragraph	4 below (the
"Te	erm").					

3. **RENT.** Aggie Road shall pay to the ASU as annual rental for the Premises the sum of Ten and 00/100 Dollars (\$10.00) for the Term. Such payments shall be due on the 5th day of August of each year throughout the Term.

- 4. **USE OF THE PREMISES.** Aggie Road agrees that the Premises shall be used for the purpose of a private club for Designated Events only in the locations shown on Exhibit A. Designated Events shall be those events set forth on the attached Exhibit B for any and all locations set forth on Exhibit A. ASU shall have the full, complete and exclusive use of all locations shown on Exhibit A, except for a reasonable period of time before, during and after each Designated Event. Aggie Road hereby covenants that the Premises, including all buildings and improvements thereon, shall during the Term of this Lease be used only and exclusively for lawful purposes, and no part of the Premises or improvements thereon shall be used in any manner whatsoever for any purpose in violation of the laws of the United States, the State of Arkansas, or the ordinances or laws of the City of Jonesboro.
- 5. **ALTERATIONS.** Aggie Road agrees that it shall not make any changes, alterations, modifications, or additions of a structural nature in or about the Premises without receiving prior written approval from ASU, except for minor non-structural alterations or additions not of a permanent nature. If Aggie Road desires to make any structural alterations or additions, then Aggie Road shall give written notice thereof to ASU and ASU shall approve or give notice of the lack of approval within thirty (30) days following notice thereof. If ASU fails to give any notice within such thirty (30) day period, then such alterations shall be deemed denied.
- 6. **MAINTENANCE AND REPAIRS.** ASU shall, at its sole cost and expense, maintain the interior of the Premises in good order, condition, and repair. Further, ASU shall at its own cost and expense maintain the electrical, heating, air conditioning, water and plumbing systems of the Premises. Unless set forth in writing to the contrary and signed by the parties, Aggie Road shall not have any obligation of any kind whatsoever in connection with the maintenance or repair of the Premises except for items damaged by Aggie Road, its employees, members or guests. In addition, ASU shall be responsible for and shall maintain the exterior walls and roof of the Premises in good repair throughout the term of this Lease.

7. INSURANCE.

- (a) Property Damage. During the Term of this Lease, ASU shall maintain and keep in full force and effect, at its sole cost and expense, a standard comprehensive policy of property damage insurance with respect to the Premises for ASU's property. Further, Aggie Road shall be responsible for providing the liquor liability insurance for such private club. ASU shall maintain insurance protecting the real property and all appurtenances attached thereto.
- (b) Liability. During the Term of this Lease, Aggie Road shall maintain and keep in full force and effect, at its sole cost and expense, a general policy of comprehensive public liability insurance insuring ASU and Aggie Road against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto. Such liability insurance shall have the following minimum coverage, to wit: Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence.

- (c) Certificate of Insurance. Aggie Road shall furnish to ASU upon request: (i) a certificate of insurance showing such insurance to be in full force and effect; and (ii) proof that the premiums necessary to keep said insurance in full force and effect have been timely paid.
- (d) Miscellaneous. Insurance required hereunder shall be with such companies and in such form as is reasonably satisfactory to the ASU. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to the ASU. Aggie Road shall, within ten (10) days prior to the expiration of such policies, furnish ASU with renewals or binders for renewal coverage.
- 8. **TAXES.** Aggie Road shall pay all taxes on the property of Aggie Road located on the Premises as well as all taxes, licenses and other similar charges upon the business of Aggie Road. As an agency of the State of Arkansas, ASU is normally exempt from any and all ad valorem taxes and assessments. In the event that any taxes are deemed or determined by a proper governmental authority (not based upon the business of Aggie Road) to be due, then ASU shall pay such taxes and assessments. However, any taxes caused by, created by or due from Aggie Road shall be paid by Aggie Road.

9. DAMAGE OR DESTRUCTION OF THE PROPERTY.

- (a) Total or Partial Destruction. In the event the improvements upon the Premises are damaged by vandalism, fire, storm, wind, or other casualty so as to render the Premises uninhabitable, and such damage cannot reasonably be expected to be substantially repaired within one hundred fifty (150) days, Aggie Road shall have the option for a period of fifteen (15) days following the date of such damage to terminate this Lease by written notice to ASU. In the event such damage does not render the Premises uninhabitable or it is reasonably expected that the Premises will be substantially repaired within one hundred fifty (150) days, Aggie Road shall not have the right to terminate this Lease. In the event this Lease is not terminated by Aggie Road, ASU shall, as soon as practical, institute action to repair and rebuild the damaged portion of the Premises. In no event shall ASU be obligated to expend more than the insurance proceeds received by ASU by reason of such damage.
- (b) Abatement of Rent During Reconstruction. If the Premises are destroyed or damaged and action is undertaken by ASU to repair or restore the Premises, the rent payable for the period when such damage, repair, or restoration continues shall be abated in proportion to the degree to which Aggie Road Sports' use of the Premises is impaired (except as provided by the loss of rents coverage). The aggregate amount of abatement hereunder shall not exceed the full monthly rental provided hereunder. Except for abatement of rent, if any, Aggie Road shall have no claim against ASU for any liability, cost, obligation, or expense caused by reason of such damage, destruction, repair or restoration.

- 10. **ASSIGNMENT OR SUBLETTING.** Aggie Road shall neither assign nor sublet the Premises nor any part thereof without the written consent of ASU. In no event shall the subletting or assignment of this Lease relieve Aggie Road of any of the covenants, agreement and obligations imposed upon Aggie Road in this Lease. However, ASU hereby allows Aggie Road to engage a contractor to provide food services as necessary under Arkansas law or any Arkansas Beverage Control Commission Rule or Regulation.
- 11. **EVENTS OF DEFAULT.** Any one or more of the following events shall be deemed an event of default by Aggie Road under this Lease:
- (a) failure by Aggie Road to timely pay any installment of rent and late fees, if applicable, provided herein as and when due and payable or within thirty (30) days thereof;
- (b) failure by Aggie Road to comply with any term, provision, or covenant of this Lease, other than the payment of rent, for a period of thirty (30) days after written notice thereof has been given by ASU;
 - (c) the breach of any representation or warranty of Aggie Road contained herein;
- (d) Aggie Road deserting or vacating all or any substantial portion of the Premises for a period of ten (10) days or more during a period when Aggie Road is intended to be in possession of such Premises;
- (e) Aggie Road: (i) suspending or discontinuing its business; (ii) making an assignment for the benefit of creditors; (iii) generally not paying its debts as they become due; (iv) becoming insolvent; (vii) filing any petition or answer seeking for itself any reorganization, arrangements, composition, readjustment of its debts or for liquidation, dissolution or other similar relief; (viii) petitioning or applying to any court for any receiver, custodian, or trustee for all or substantially all of its property or assets or by the subject of any such proceeding filed against it; (ix) filing an answer admitting or not contesting the material allegations or any such petition filed against it or any order, judgment or decree approving such petition in any such proceeding; (x) seeking, approving, consenting to, or acquiescing in any such proceeding for the appointment of any such trustee, receiver, custodian, liquidator or agent for it or any substantial part of Its property or if an order is entered appointing any such trustee, receiver, custodian, liquidator or agent; or (xi) taking any formal action for the purpose of effectuating any of the foregoing;
- (f) an order for relief being entered under the United States bankruptcy laws, or if any other decree or order is entered by a court having jurisdiction: (i) adjudging Aggie Road as bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization, liquidation, arrangements, adjustment or composition

of Aggie Road or its property under the United States bankruptcy laws or any other applicable federal or state law; (iii) appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for Aggie Road or for any substantial part of Aggie Road's property; or (iv) ordering the winding up or liquidation of Aggie Road's affairs; or

- (g) any judgment or decree against Aggie Road which is not paid, not stayed on appeal, not discharged, not bonded, or not dismissed for a period of thirty (30) days or more.
- 12. **REMEDIES.** Upon the occurrence of any event of default as provided herein, ASU shall have the option to pursue any one or more of the following remedies without notice or demand, and without prejudice to any rights or remedies otherwise available at law or in equity:
- (a) to re-enter and repossess the Premises and expel and remove Aggie Road and any other person who may be occupying the Premises without being liable for trespass or any damages thereof;
- (b) to terminate this Lease by giving written notice thereof to Aggie Road, as of a date to be specified in such notice which shall be at least thirty (30) days after the date on which such notice is given, in which event this Lease and the Term, but not continued liability hereunder, as hereinafter provided, shall expire and terminate upon the date specified in such notice as aforesaid, as fully and as completely as if the date specified in such notice was the date definitely fixed in this Lease for expiration, and Aggie Road shall quit and surrender the Premises to ASU on or before the said date, without cost or charge to ASU;
- (c) to cure such event of default in any other manner (after giving Aggie Road written notice of ASU's intention to do so except in the case of emergency), in which event Aggie Road shall reimburse ASU for all expenses incurred by ASU in doing so, including attorney's fees, plus interest on all such expenses at the lesser of the default rate or the highest rate then permitted on account thereof by applicable law, which expenses and interest shall be additional rent and shall be payable by Aggie Road immediately upon demand thereof by ASU; and/or
- (d) to exercise any other right or remedy available at law or in equity or otherwise.
- 13. **ASU'S INSPECTION.** ASU shall have the right, at all reasonable times and hours, to enter upon the Premises for the purpose of making inspections. However, this right shall not be exercised in a manner which unreasonably interferes with the normal conduct of Aggie Road's business on the Premises.

- 14. **CONDITION OF THE PREMISES.** Aggie Road hereby accepts the Premises and any equipment therein and will keep and maintain said Premises, fixtures and equipment during the Term hereof in good working condition. At the expiration of the Term, Aggie Road shall return the Premises, equipment and fixtures without damage caused by Aggie Road, its employees, members or guests, ordinary wear and tear excepted.
- 15. **SIGNS.** Aggie Road shall not hang or place any sign, attachment or display of any kind to or upon the building and Premises or hang therefrom any such sign, attachment or display without ASU's prior approval. However, ASU shall not unreasonably withhold approval of any sign which is consistent with the architecture of the Premises or is required by Arkansas Alcoholic Beverage Control Regulations.
- 16. **WASTE.** Aggie Road shall operate its aforementioned business so as not to endanger, damage or cause or allow waste to the Premises and Aggie Road shall not damage, destroy, or permit the same on or in the Premises except for ordinary wear and tear.
- 17. **EXCEPTIONS.** ASU may determine that it is not in the best interest of ASU for a portion(s) of the private club designated in Exhibits A or B to conduct operations at or during certain events. If ASU makes such determination, ASU shall give Aggie Road notice in writing no later than ten (10) days prior to such event that a portion(s) of the private club shall not conduct operations in a building which is part of the large event facility private club. Aggie Road shall be bound by such determination provided proper notice has been given by ASU.
- 18. MISCELLANEOUS. Aggie Road shall not conduct any kind of business that will be obnoxious or offensive to ASU or property owners and businesses in and around the Premises. Aggie Road will not carry on or conduct any business in violation of any city ordinance, or the laws of the State of Arkansas, or of the United States of America, and will pay taxes, licenses and penalties necessary to be paid, connected with or incident to Aggie Road's business.
- 19. **ENTIRE AGREEMENT.** This writing constitutes the entire agreement of the parties and all other writings, statements, agreements or representations whether oral or written are superseded and replaced hereby. No alteration, change or modification of this agreement shall be made except in writing signed by all parties.

20. GENERAL CONDITIONS

- (a) Athletic events at which alcoholic beverages will be sold will be done so pursuant to all applicable laws and all applicable rules, regulations, policies, and guidelines. In addition, for NCAA athletic events, ASU shall follow allow rules, regulations, policies and guidelines of the NCAA and the Sun Belt Conference.
- (b) Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

- (c) In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.
- (d) Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Arkansas, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- (e) Because ASU is an agency of the State of Arkansas, any claims that may asserted against ASU must be brought in the Arkansas State Claims Commission.
- (f) This Agreement shall be construed and enforced according to the laws of the State of Arkansas.
- (g) Both parties shall comply with all applicable laws, ordinances and codes of Federal, State and Local governments.

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IN WITNESS WHEREOF, the parties hereto have individually and through their proper officials executed this Agreement the day and year first written.

	Arkansas State University
Date:	Ву:
	Len Frey
	Executive Vice Chancellor of Finance and
	Administration
Date:	Aggie Road Center, Inc., d/b/a Aggie Road Sports Club
	2800 Alumni Blvd., Suite A
	Jonesboro, AR 72401
	Ву:
	William Stanley
	President
•	Aggie Road Center, Inc.

EXHIBIT A TO LEASE

The building and real property which is being leased is as set forth below:

Tomlinson Stadium, 208 Olympic Drive, Jonesboro, AR 72401

EXHIBIT B TO LEASE DESIGNATED EVENTS

Alcoholic Beverages will be served in certain areas of the building and real property being leased as set forth below:

Tomlinson Stadium, 208 Olympic Drive, Jonesboro, AR 72401 – in Tomlinson Stadium for all events as agreed by the parties.

Aggie Road Center, Inc., d/b/a Aggie Roads Sports Club Board of Directors and Officers

BOARD OF DIRECTORS:

Director

William Stanley

1110 Robin Rd., Jonesboro, AR 72401

Director

Craig Harrison

5120 Kesington Dr., Benton, AR 72019

Director

Jared Woodard

2511 Sea Island Dr., Jonesboro, AR 72404

OFFICERS:

President

William Stanley

1110 Robin Rd., Jonesboro, AR 72401

Treasurer

Craig Harrison

5120 Kesington Dr., Benton, AR 72019

Secretary

Jared Woodard

2511 Sea Island Dr., Jonesboro, AR 72404

STATEMENT

By our signatures below, we hereby certify the following:

- A. None of the officers nor members of the Board of Directors of Aggie Road Center, Inc., d/b/a Aggie Road Sports Club have even been convicted of a felony;
- B. None of the officers nor members of the Board of Directors of Aggie Road Center, Inc., d/b/a Aggie Road Sports Club have had a permit, license or registration issued to them under any alcoholic beverage control law or regulation of the State of Arkansas or any other state in the United States of America revoked within five (5) years preceding the date of application.
- C. All of the officers and members of the Board of Directors of Aggie Road Center, Inc., d/b/a Aggie Road Sports Club are of good moral character.
- D. None of the officers nor members of the Board of Directors of Aggie Road Center, Inc., d/b/a Aggie Road Sports Club have been convicted of violating any laws of the State of Arkansas or any other any other state in the United States of America governing the sale, possession, manufacture or transportation of alcoholic beverages within five (5) years preceding the date of application.
- E. All of the officers and directors of the Board of Directors of Aggie Road Center, Inc., d/b/a Aggie Road Sports Club possess all of the qualifications required by the laws of the State of Arkansas or by the ABC regulations for an individual permit.

Dated this	_ day of	, 2023.
		Director
		Robert Cran Hurrison Director
	8	Carphalo

STATEMENT OF CHARITABLE PURPOSE

The purpose of Aggie Road Center, Inc., d/b/a Aggie Road Sports Club, a non-profit corporation organized under the laws of the State of Arkansas, is to provide benefits to the Red Wolf Foundation of Arkansas State University with the goal of improving the athletic department and opportunities available related to athletics for any and all students, whether participating in them or viewing them, to enhance the experience of all students as well as all fans and supporters of Arkansas State University and to support any and all goals and missions of the Red Wolf Foundation, a 501(c)(3) entity.

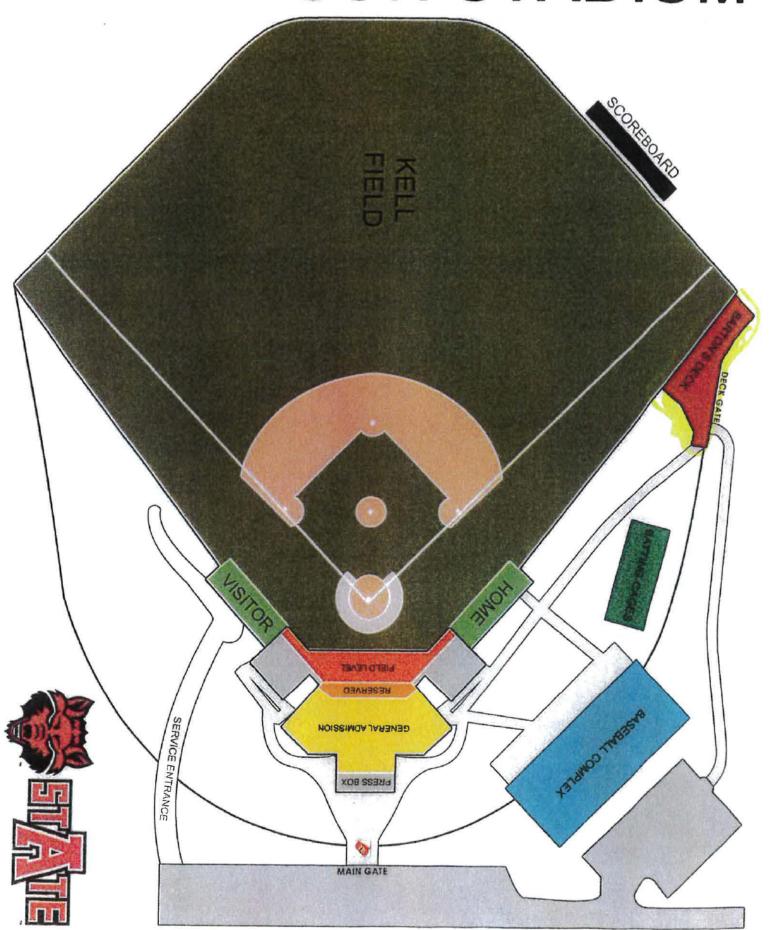
STATEMENT OF AREAS OF ALCOHOLIC BEVERAGE SERVICE

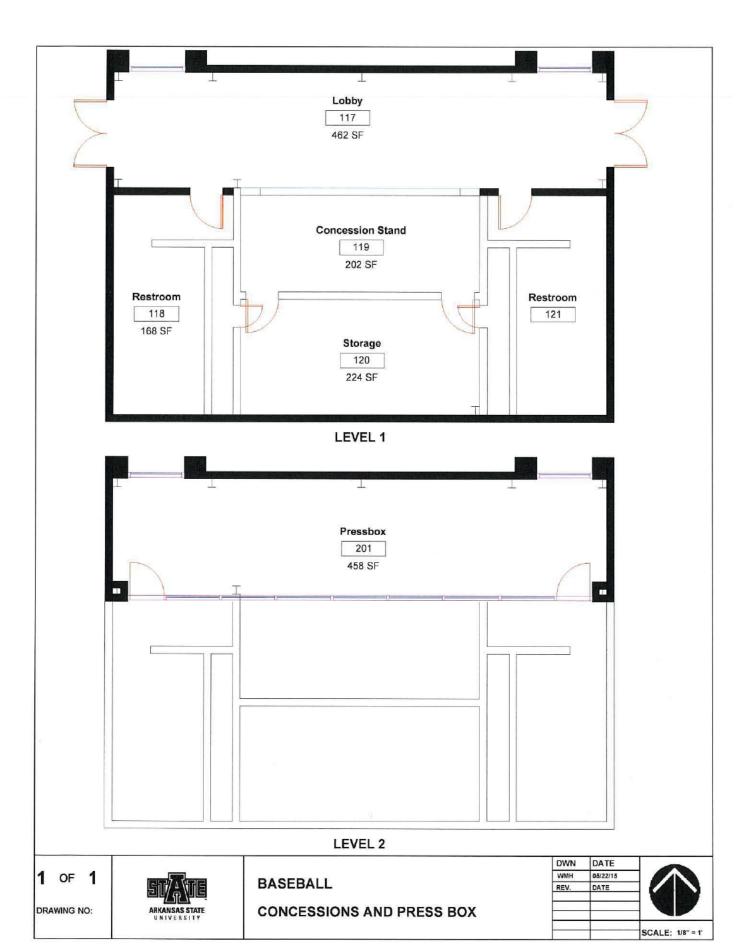
Alcoholic Beverages will be served in certain areas of the following buildings and real property owned by Arkansas State University which are leased by Aggie Road Center, Inc., d/b/a Aggie Road Sports Club:

Tomlinson Stadium, 208 Olympic Drive, Jonesboro, AR 72401, in Tomlinson Stadium for all events as agreed by the parties.

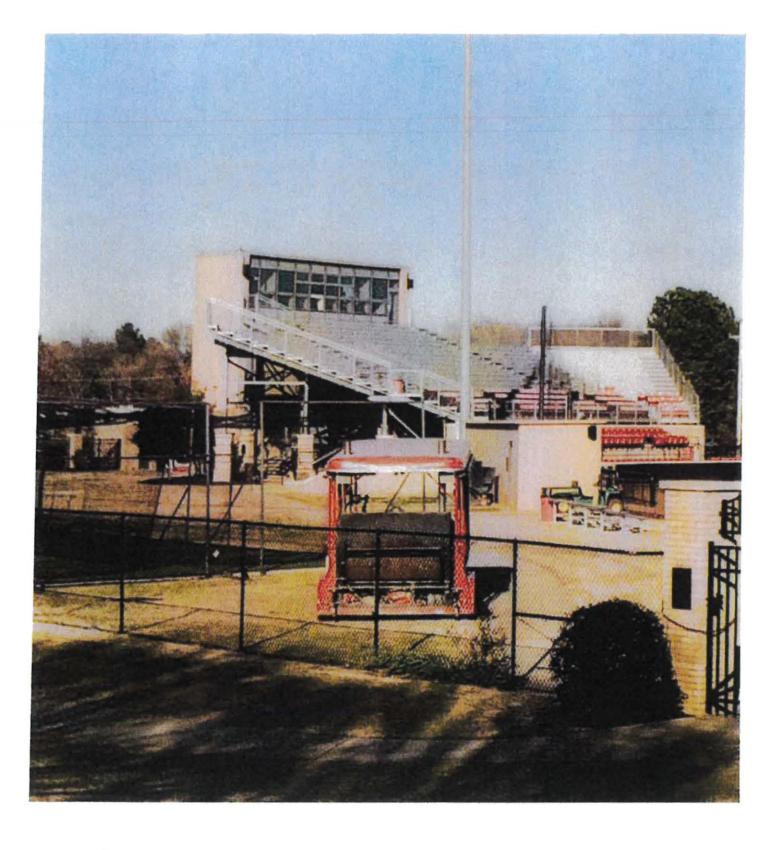


TOMLINSON STADIUM











MEMBERS IN GOOD STANDING Aggie Road Center d/b/a AGGIE ROAD SPORTS CLUB AND Elm Street Center d/b/a/ ELM STREET SPORTS CLUB

Carol	Alexander	48 W Reserve Blvd Dr	Jonesboro	AR	72405
Susan	Altrui	718 Wildcreek Circle	Little Rock	AR	72223
Kelly	Baggett	3976 Hwy 49B	Brookland	AR	72417
Alicia	Balcola	2317 Sea Island Dr	Jonesboro	AR	72404
Gary	Barrett	780 Mound View Dr	England	AR	72046
Beverly	Bartels	906 Valhalla	Jonesboro	AR	72401
Julie	Bates	314 S University Ave	Little Rock ·	AR	72205
Jan	Beard	1004 Fairway Circle	Jonesboro	AR	72401
Deanne	Beshears	4906 S 27th St	Paragould	AR	72450
Randy	Binder	1733 North St	Fremont	ОН	43420
Tracie	Blake	503 Hawthorne	Benton	AR	72015
Wayne	Bond	3710 Pebble Beach Dr	Jonesboro	AR	72404
Allison	Branum	327 E Nettleton	Jonesboro	AR	72401
Kent	Bridger	3904 Marchbanks Circle	Jonesboro	AR	72405
Stewart	Bridger	2901 S 26th Place	Rogers	AR	72758
Bruce	Broadaway	2206 Autumn	Jonesboro	AR	72404
Shane	Broadway	201 Morningside Dr	Bryant	AR	72022
Arleen	Brown	1707 S 28 1/2 St	Paragould	AR	72450
Bill	Brown	141 Angus Dr	Prairie Grove	AR	72753
Jim	Brown	1410 Franklin	Jonesboro	AR	72401
Addyson	Bryan	5202 Reserve Dr	Jonesboro	AR	72405
Russell	Carter	803 Fairway Dr	Jonesboro '	AR	72401
Chad	Casey	4805 Glenneagles	Jonesboro	AR	72405
John	Childers	34 Laval Circle	Little Rock	AR	72223
Kathy	Clark	1601 S Church St Apt A	Jonesboro	AR	72401
Travis	Cogsell	4049 Hwy 351	Jonesboro	AR	72405
Roger	Colbert	335 West Court St	Paragould	AR	72450
Jordan	Coomes	922 E Craighead Forest Rd Apt 20A	Jonesboro	AR	72404
Pat	Cooper	1008 Villa Dr	Jonesboro	AR	72405
Chandler	Copeland	2408 Sea Island Dr	Jonesboro	AR	72404
Landen	Crancer	2108 Old Forge Dr	Little Rock	AR	72227
Chase	Crook	4508 Lochmoor Cir	Jonesboro	AR	72405
Brandon	Cunningham	3293 Abigail Court	Jonesboro	· AR	72404
Don	Cunningham	900 N Pope Rd	Louisville	KY	40299
Jenny	Cunningham	1012 October Way	Morgantown	wv	26508
Josh	Daume	4133 Cypress Knoll Rd	Jonesboro	AR	72405
Anthony	Diorio	304 E Stroud St	Jonesboro	AR	72401
David	Duke	9 Clervaux Dr	Little Rock	AR	72223
Clinton	Edwards	3837 Plantation Estate Dr	Jonesboro	AR	72404
Miranda	Ellington	904 Win Brook Circle	Jonesboro	AR	72404
Mark	Elmore	124 Diamond Pointe Dr	Maumelle	AR	72113
Zach	Fahlberg	1424 Virginia Dr	Jonesboro	AR	72404
Mark	Ferguson	902 Karla Cir	Sherwood	AR	72120
Matt	Floyd	4609 Lochmoor Cir	Jonesboro	AR	72405
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Amy	Foster	4809 Peach Tree Ave	Jonesboro	AR	72405
Zach	Gairhan	610 W College	Jonesboro	AR	72401
Sara	Gardner	8218 Matthews Rd	Roland	-AR	72401 72135
Miya	Garrett	1004 Chancery Ln	Jonesboro	AR.	72405
Brian	Gerwig	717 Sadie Lane	Jonesboro	AR	72404
Meg	Gifford	4625 Lochmoor Cir	Jonesboro	AR	72405
Bryce	Goad	236 S Main	Jonesboro	AR	72401
Nicole	Goodrich	4600 Lochmoor	Jonesboro	AR	72405
Dione	Goud	905 Marjorie Dr	Jonesboro	AR	72401
Valene	Griesse	108 Gulley Dr	Brookland	AR	72917
Angel	Gutierrez	1515 Aggie Rd E7	Jonesboro	AR	72401
LaNeave	Hall	233 Kerry Ln	Henderson	KY	42420
Jeff	Hankins	20 Red Cedar Cv	Little Rock	AR	72212
Chad	Harbison	2610 Skyline Cv	Jonesboro	AR	72404
John	Hardin	1010 Country Manor Cir	Jonesboro	AR	72404
Woody	Harrelson	3609 Sawgrass Dr	Jonesboro	AR	72404
Chris	Hart	5204 Lee Ave	Little Rock	AR	72205
Ed	Hill	2207 Fox Meadow	Jonesboro	AR	72404
Hunter	Hinton	811 E Lakeshore Dr	Jonesboro	AR	72401
Scott	Hinton	514 W Washington	Jonesboro	AR	72401
Billy	Holland	3907 Hilltop Dr	Jonesboro	AR	72405
Caleb	Hollinger	805 N Tyler St	Little Rock	AR	72205
Paul	Holmes	1912 Paula Dr	Jonesboro	AR	72404
Amy	Holt	5617 Hollow Creek	Jonesboro	AR	72404
Shannon	Horton	2003 Alicia Dr	Jonesboro	AR	72404
David	Hundley	2908 Woodthrush Cir	Jonesboro	AR	72401
Scott	Hunter	514 W Washington	Jonesboro	AR	72401
Jeremy	Irvin	410 S Church St STE D	Jonesboro	AR	72401
Pam	Kail	1415 Day Terrace Cove	Jonesboro	AR	72401
Tammy	Lee	2213 Williamsburg Dr	Jonesboro	AR	72404
Justin	Lewandowski	1827 Greensboro Rd	Jonesboro	AR	72405
Chris	Lewis	3702 Bolt Blvd	Jonesboro	AR	72405
Andrew	Locke	3202 Oliver Dr	Hernando	MS	38632
Joyce	Maddox	3586 Shinnocock Ln		FL	32043
Paige	Markle	2508 E Johnson Ave	Jonesboro	AR	72405
John	Masterson	107 Cater Dr	Jonesboro	AR	72405
Neal	McArthur	5555 Macedonia Rd Apt R66	Jonesboro	AR	72401
David	Miller	3604 Bolt Blvd	Jonesboro	AR	72405
Riley	Minard	11902 W 167th Terr	Overland Park	KS	66221
Charles	Mitchell	3807 Sawgrass Dr	Jonesboro	AR	72404
Savannah	Morris	2508 EJohnson Ave	Jonesboro	AR	72405
Mark	Morrow	383 S Culberhouse	Jonesboro	AR	72404
Jace	Murphy	5555 Macedonia Rd	Jonesboro	AR	72405
Chad	Niell	4200 Friendly Hope	Jonesboro	AR	72404
Herbert	Ogles	7091 Hwy 141N	Jonesboro	AR	72401
Mark	Ohrenberger	7216 Vista Point Ct	Sherwood	AR	72120
Billy	Parker	1007 Villa Dr	Jonesboro	AR	72405
Kaleigh	Parker	413 Wildwood Pt	Jonesboro	AR	72405
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Zachary	Patterson	910 Silverleaf Cove	Bono	AR	72416
Brad	Phelps	6200 Cantrell Rd	Little Rock	AR	72207
John	Phelps	1616 Cooper Lane	Jonesboro	AR	_72401
Dannye	Pierce	3001 Berkshire Cove	Jonesboro	AR	72405
Lynetta	Pilkington	1000 Neville	Jonesboro	AR	72401
Lydia	Placzek	1103 Oriole Dr	Jonesboro	AR	72405
Kaylee	Presley	5913 Chastain Cove	Jonesboro	AR	72405
Brayden	Prestidge	3012 Creekview Ct	Jonesboro	AR	72404
Stephanie	Preston	545 CR 371	Bono	AR	72416
Jeff	Purinton	3870 Preston Oakes Dr	Jonesboro	AR	72404
Mike	Purinton	121 Peniel Church Rd	Palatka	FL	32177
Lance	Ramthun	603 W Washington Ave	Jonesboro	AR	72401
Tim	Ray	245 CR 759	Jonesboro	AR	72401
Teresa	Roche	795 Andrea Dr	Jonesboro	AR	72401
Richard	Roper	3916 Charleston	Jonesboro	AR	72404
Alicia	Roth	4701 Antosh Cir Apt 2	Jonesboro	AR	72404
Brandon	Rouse	623 E. Matthews Ave.	Jonesboro	AR	72401
JoAnn	Schneider	1011 Fairway Cir	Jonesboro	AR	72401
Jerry	Scott	1409 B South Madison	Jonesboro	AR	72401
Leigh	Scott	2600 Locust Hill Pl	Louisville	KY	40245
Ted	Seel	2204 Shoshoni St.	Jonesboro	AR	72401
Ellie	Shaw	102 A Scott Drive	Dwight	IL	60420
Todd	Shields	1503 E Nettleton	Jonesboro	AR	72401
Marissa	Sifford	4812 Chesapeake Cv	Jonesboro	AR	72404
Brian	Simpson	1024 Kavanaugh	Little Rock	AR	72205
Thilla	Sivakumaren	2607 Rankin Dr	Jonesboro	AR	72404
Carmen	Smith	3814 Pebble Beach	Jonesboro	AR	72404
Tiaan	Steenkamp	217 East St Loft 43	Jonesboro	AR	72401
Madison	Stein	4113 Lone Cypress Cove	Jonesboro	AR	72467
Taylor	Stockemer	1200 Brookwood Dr, Apt 165	Little Rock	AR	72202
Mark	Stripling	1001 Wilkins Ave	Jonesboro	AR	72401
Angie	Tate	814 CR 333	Jonesboro	AR	72401
Brandie	Taylor	223 Hickory St	Jonesboro	AR	72401
Jillian	Turner	2616 E Johnson Ave	Jonesboro	AR	72401
Alan	Tweddell	2014 Richard Cove	Jonesboro	AR	72404
Joe	Verser	4006 Friendly Hope Rd	Jonesboro	AR	72404
Норе	Waters	3012 N Church St	Jonesboro	AR	72401
Ramona	Welch	22 Meadow View Dr	Little Rock	AR	72223
Jon	Wilbanks	2205 Wineland St	Jonesboro	AR	72404
Jason	Willett	1804 Starling	Jonesboro	AR	72401
Matt	Willey	3728 Pebble Beach	Jonesborø	AR	72404
Rocky	Wilson	908 Fairway Dr	Jonesboro	AR	72401
Mike	Wonderly	122 Flossie St	Trumann	AR	72472
Morgan	Wood	203 N San Francisco	Caraway	AR	72419
Julie	Wyatt	4205 Patti Anne	Jonesboro	AR.	72405
Chad	Yancey	6217 S Caraway Rd	Jonesboro	AR	72404



Search Incorporations, Cooperatives, Banks and Insurance Companies

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For service of process contact the Secretary of State's office.

Corporation Name

AGGIE ROAD CENTER

Fictitious Names

AGGIE ROAD SPORTS CLUB

Filing #

800177276

Filing Type

Nonprofit Corporation

Filed under Act

Dom Nonprofit Corp; 1147 of 1993

Status

Good Standing

Principal Address

2800 ALUMNI BLVD JONESBORO, AR 72401

Reg. Agent

WILLIAM STANLEY

Agent Address

1110 ROBIN RD

JONESBORO, AR 72401

Date Filed

05/04/2010

Officers

HOWARD L. SLINKARD, Incorporator/Organizer

MICHAEL NIEDERBAUMER, Incorporator/Organizer CRAIG HARRISON, Director

WILLIAM STANLEY, Director BOBBY MCDANIEL, Director

Foreign Name

N/A

Foreign Address

State of Origin

AR

Purchase a Certificate of Good

Submit a Nonprofit Annual Report

Standing for this Entity

Change this Corporation's Address

OFFICIAL RECEIPT

Receipt Date 02/09/2023 11:22 AM Receipt # 00229790
Receipt Print Date 02/09/2023 Batch # 00009.02.2023

CITY OF JONESBORO 300 S. Church St. Ste 106 PO Box 1845 JONESBORO, AR 72403-1845 870-932-3042 For Permit Inspections call 870-933-4602

Account/License/Permit/Category:

CR 250.00

Detail:

01-134-0517-00

Alcohol Application Fee

250.00

Total 250.00

Payment Information:

Check

250.00

Change

0.00

NEA Sports Club Aggie Road Center

Customer #: 000000

217 Olympic Drive Jonesboro, AR 72401-

Cashier: ALCooksey Station: ALCOOKSEY