



City of Jonesboro Private Club Review and Conditions Form

Date 3-8-23

Non-Profit Corp. Elm Street Center, Inc

Address 2800 Alumni Blvd Ste A

Applicant on Behalf of Club William Stanley

Home Address 1110 Robin Rd Jonesboro, AR

Business Name Elm Street Sports Club

Business Address 2800 Alumni Blvd Ste A

City of Jonesboro official use below this:

Police Department: Copy of membership list Yes X No _____
Has any member been convicted of a felony? Yes _____ No X
If yes, How many years since conviction? _____
Has Non-Profit complied with City of Jonesboro laws? Yes X No _____

Comments: _____

Approve? Yes X No _____

Signature Chief of Police [Signature]

Planning and Zoning Department:

Type of Private Club: Restaurant _____ Hotel/Motel _____

Hours of Operation? _____

Copy of menu for food service? Yes _____ No _____

Zoning R-1

Approve? Yes X No _____

Signature Planning Director [Signature]

City Clerk:

Date received _____

Date entered in Legistar _____

City Council Action

Approve _____ Deny _____



APPLICATION FOR PRIVATE CLUB PERMIT
MUST BE NON-PROFIT CORPORATION
On file at Arkansas Secretary of State's Office

INSTRUCTIONS

1. 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 Elm Street Center Inc. d/b/a Elm Street Sports Club for First National Bank Arena 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 Elm Street 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 First National Bank Arena. The lease agreement will be modified to reflect the Elm Street Center permit transfer upon ABC approval.
6. Alphabetized member list of 138 names for Elm Street Center, Inc. d/b/a Elm Street 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.

Elm Street Center Inc.

Non-Profit Corporation

FEIN #

APPLICANT ON BEHALF OF CLUB

William

Stanley

First

Middle

Last

HOME ADDRESS

1110 Robin Rd., Jonesboro

72401 Craighead

Street

City

Zip

County

BUSINESS NAME

Elm Street Sports Club

BUSINESS ADDRESS

2800 Alumni Blvd., Ste A, Jonesboro 72401 Craighead

Street

City

Zip

County

Does the club own the premises? No If leased, give name and address of owner:

Arkansas State University, P.O. Box 2100, State University, AR 72467

Is your establishment primarily engaged in the business of serving food for consumption on the premises?

Yes

If the answer to the above question is no, then what type of business will you be engaged in on the premises? Please list all activities to be offered.

Does anyone now hold an alcoholic beverage permit at this location? Yes If so, give name, address and permit no(s).

Cobblestone Vintage Good Guild INC. dba NEA Sports Club

2800 Alumni Blvd., Jonesboro 72401

Permit # 06030-01

Service location for permit: First National Bank Arena
217 Olympic Dr.
Jonesboro AR 72401

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

NAME	TITLE	ADDRESS
William Stanley	President	1110 Robin Rd, Jonesboro AR 72401
Craig Harrison	Treasurer	5120 Kensington Dr, Benton AR 72019
Jared Woodward	Secretary	2511 Sea Island Dr, Jonesboro AR 72404

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES ☒ NO If yes, please explain -

Signed this 22 day of February

Signature of Applicant/Managing Agent

President

Official Title

Subscribed and sworn to before me this 22 day of February, 2023.

Sara Cook

Notary Public

My Commission Expires: 2/15/29:



SCHEDULE A – INDIVIDUAL’S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name William Stanley Sex _____ Date of Birth _____
2. Home Address 1110 Robin Rd. Jonesboro 72401 Phone No. 870-932-2000
Street City Zip
3. Are you a person of good moral character and reputation in your community? Yes
4. Are you a CITIZEN or PERMANENT RESIDENT ALIEN of the United States? **CIRCLE ONE**
Social Security No. _____ Green Card No. _____
5. Are you a resident of Craighead county? Yes
- If not, do you live within 35 miles of the premises to be permitted? _____
6. Have you ever been convicted of a felony? YES _____ NO X If so, give full information _____
7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceding this application? YES NO If so, give full information. _____
8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceding this application? YES _____ NO X If so, give full information _____
9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? Yes If so, give name, place, and permit number(s)
NEA Sports Club, Jonesboro, AR Permit #06030-01
10. Have you applied and been refused a permit at the applied for location within the last 12 months? No
If so, give full information _____
11. Marital Status: Single () Married (X) Divorced () Separated () Other ()
12. Furnish complete information regarding members of immediate family: _____

<u>Relationship</u>	<u>Full Name</u>	<u>Address</u>	<u>Occupation</u>
wife	Mekelle Stanley	1110 Robin Rd Jonesboro	Office Manager
Daughter	Hannah McFadden	3901 Teal Rd Jonesboro	Stylist
Son	Jennings Stanley	1110 Robin Rd Jonesboro	Student

(a) Are any of the above to be connected with the operation of the outlet? No

(b) If so, who and in what capacity? _____

13. Give your home address (city or town) and dates at each for the past five (5) years:

1110 Robin Rd., Jonesboro 2021-Present
2300 Autumn Dr., Jonesboro Prior to 2021

14. Covering the past five (5) years, give in detail the following:

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Attorney	Stanley & Woodward PLC	May 2013 - Present

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.

[Signature]
Applicant's Signature

STATE OF ARKANSAS

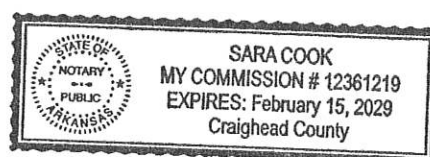
COUNTY OF Craighead

_____, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 22 day of February, 2023.

Sara Cook
Notary Public

My Commission Expires: 2/15/29:



ELM STREET CENTER, INC.
d/b/a Elm Street Sports Club
Board of Directors
As of January 1, 2023

William Stanley	President	1110 Robin Rd., Jonesboro, AR 72401
Craig Harrison	Treasurer	5120 Kesington Dr., Benton, AR 72019
Jared Woodard	Secretary	2511 Sea Island Dr., Jonesboro, AR 72404

AUTHORITY TO RELEASE INFORMATION

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

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.

Robert Craig Harrison

Signature - Full Name

1/25/2023

Date

5120 Kensington Drive

Home Address

Benton

City

AR

State

72019

Zip

5120 Kensington Drive

Mailing Address

Benton

City

AR

State

72019

Zip

501-804-4182

Contact Phone

501-804-4182

Business Phone

crahar333@gmail.com

Email Address

Subscribed and sworn to before me this 25 day of January, 2023.

Marsha L. Stark

Notary Public

My Commission Expires: 8/4/2028:



AUTHORITY TO RELEASE INFORMATION

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

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.


Signature - Full Name

Date

1110 Robin Rd

Home Address

Jonesboro AR

72401

City

State

Zip

1110 Robin Rd

Mailing Address

Jonesboro AR

72401

City

State

Zip

870-761-5454

Contact Phone

870-932-2000

Business Phone

bill@stanleywoodarj.com

Email Address

Subscribed and sworn to before me this 22 day of February, 2023.

Sara Cook

Notary Public

My Commission Expires: 2/15/29 :



AUTHORITY TO RELEASE INFORMATION

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

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.



Signature - Full Name

FEB 22, 2023

Date

2511 SEA ISLAND DR

Home Address

JONESBORO AR

72404

City

State

Zip

2511 SEA ISLAND DR

Mailing Address

JONESBORO AR

72404

City

State

Zip

870-926-0649

Contact Phone

870-932-2000

Business Phone

JARED@STANLEYWOODWARD.COM

Email Address

Subscribed and sworn to before me this 22 day of February, 2023.

Sara Cook

Notary Public

My Commission Expires: 2/15/29:



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:
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**

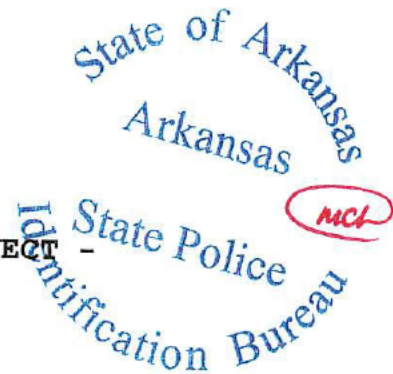
Representing: **Alcoholic Beverage Control**

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 "ASUJ").

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 its 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:

1. **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 fails 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 ASUJ shall pay such taxes and assessments. However, any taxes caused by, created by or due from Cobblestone shall be paid by Cobblestone.

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, 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;

(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 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. ASUJ'S INSPECTION. ASUJ 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, ASUJ shall follow all 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 ASUJ is an agency of the State of Arkansas, any claims that may asserted against ASUJ 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

By: 
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

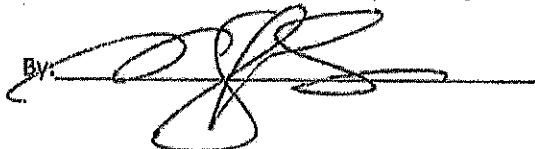
By: 

EXHIBIT A TO LEASE

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.

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**EXHIBIT B TO LEASE
DESIGNATED EVENTS**

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;

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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

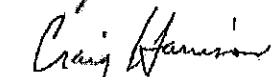
By our signatures below, we hereby certify the following:

- 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 8th day of April, 2015.


Bill Stanley


Bobby 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;

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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 17th day of December, 2021.

ARKANSAS STATE UNIVERSITY

By: Len Frey

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

By: William J. Stanley

Name: William J. Stanley

Title: President

LEASE AGREEMENT

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

WITNESSETH;

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

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

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

WHEREAS, Elm Street 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 Elm Street 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 Elm Street for and during the Term and any Additional Term(s) hereof upon the terms and conditions set forth herein.

2. **TERM.** Elm Street shall lease the Premises for a period of (10) years beginning on the ____ day of _____, 2023 and ending at midnight the 31st day of _____, 2033, for designated events only as set forth in paragraph 4 below (the "Term").

3. **RENT.** Elm Street 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.** Elm Street 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. Elm Street 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.** Elm Street 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 Elm Street desires to make any structural alterations or additions, then Elm Street 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, Elm Street shall not have any obligation of any kind whatsoever in connection with the maintenance or repair of the Premises except for items damaged by Elm Street, 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, Elm Street 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, Elm Street 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 Elm Street 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. Elm Street 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. Elm Street shall, within ten (10) days prior to the expiration of such policies, furnish ASU with renewals or binders for renewal coverage.

8. **TAXES.** Elm Street shall pay all taxes on the property of Elm Street located on the Premises as well as all taxes, licenses and other similar charges upon the business of Elm Street. 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 Elm Street) to be due, then ASU shall pay such taxes and assessments. However, any taxes caused by, created by or due from Elm Street shall be paid by Elm Street.

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, Elm Street 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, Elm Street shall not have the right to terminate this Lease. In the event this Lease is not terminated by Elm Street, 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 Elm Street 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, Elm Street 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.** Elm Street 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 Elm Street of any of the covenants, agreement and obligations imposed upon Elm Street in this Lease. However, ASU hereby allows Elm Street 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 Elm Street under this Lease:

(a) failure by Elm Street 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 Elm Street 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 Elm Street contained herein;

(d) Elm Street deserting or vacating all or any substantial portion of the Premises for a period of ten (10) days or more during a period when Elm Street is intended to be in possession of such Premises;

(e) Elm Street: (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 Elm Street as bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization, liquidation, arrangements, adjustment or composition of Elm

Street 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 Elm Street or for any substantial part of Elm Street's property; or (iv) ordering the winding up or liquidation of Elm Street's affairs; or

(g) any judgment or decree against Elm Street 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 Elm Street 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 Elm Street, 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 Elm Street 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 Elm Street written notice of ASU's intention to do so except in the case of emergency), in which event Elm Street 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 Elm Street 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 Elm Street's business on the Premises.

14. **CONDITION OF THE PREMISES.** Elm Street 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, Elm Street shall return the Premises, equipment and fixtures without damage caused by Elm Street, its employees, members or guests, ordinary wear and tear excepted.

15. **SIGNS.** Elm Street 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.** Elm Street shall operate its aforementioned business so as not to endanger, damage or cause or allow waste to the Premises and Elm Street 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 Elm Street 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. Elm Street shall be bound by such determination provided proper notice has been given by ASU.

18. **MISCELLANEOUS.** Elm Street 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. Elm Street 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 Elm Street'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 all 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: _____

By: _____
Len Frey
Executive Vice Chancellor of Finance and
Administration

Date: _____

Elm Street Center, Inc., d/b/a Elm Street Sports Club
2800 Alumni Blvd., Suite A
Jonesboro, AR 72401

By: _____
William Stanley
President
Elm Street Center, Inc.

EXHIBIT A TO LEASE

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

First National Bank Arena, 201 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:

**First National Bank Arena, 201 Olympic Drive, Jonesboro, AR 72401 –
in the First National Bank Arena for all events as agreed by the parties.**

**Elm Street Center, Inc., d/b/a Elm Streets 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:

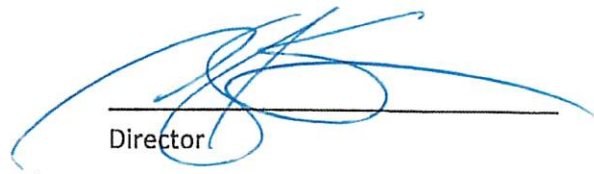
President	William Stanley	1110 Robin Rd., Jonesboro, AR 72401
Treasurer	Craig Harrison	5120 Kesington Dr., Benton, AR 72019
Secretary	Jared Woodard	2511 Sea Island Dr., Jonesboro, AR 72404

STATEMENT

By our signatures below, we hereby certify the following:

- A. None of the officers nor members of the Board of Directors of Elm Street Center, Inc., d/b/a Elm Street Sports Club have even been convicted of a felony;
- B. None of the officers nor members of the Board of Directors of Elm Street Center, Inc., d/b/a Elm Street 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 Elm Street Center, Inc., d/b/a Elm Street Sports Club are of good moral character.
- D. None of the officers nor members of the Board of Directors of Elm Street Center, Inc., d/b/a Elm Street 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 Elm Street Center, Inc., d/b/a Elm Street 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.

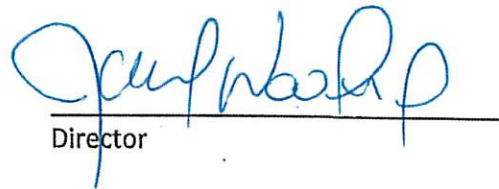
Dated this ____ day of _____, 2023.



Director

Robert Craig Harrison

Director



Director

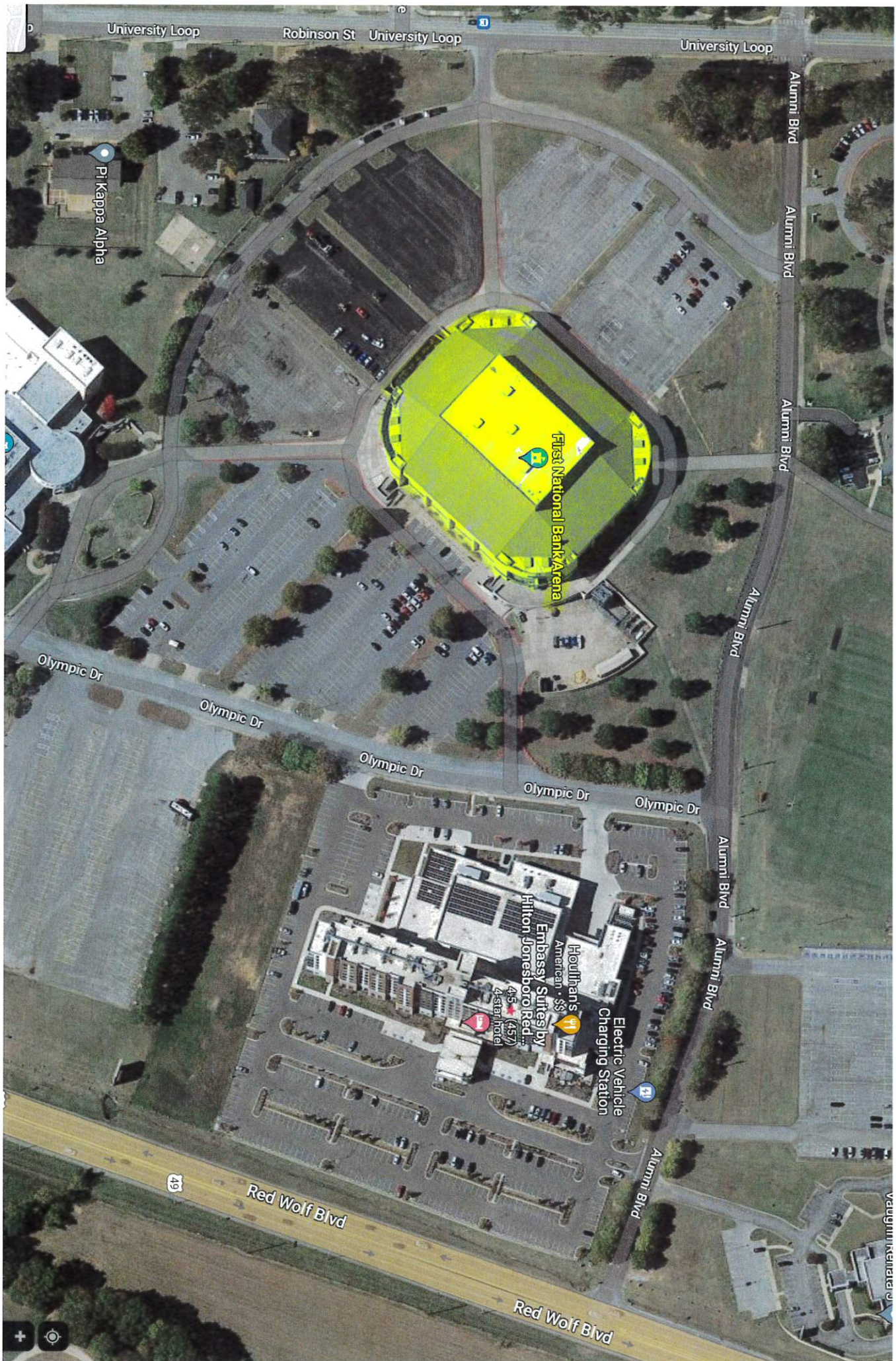
STATEMENT OF CHARITABLE PURPOSE

The purpose of Elm Street Center, Inc., d/b/a Elm Street 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 Elm Street Center, Inc., d/b/a Elm Street Sports Club.

First National Bank Arena, 201 Olympic Drive, Jonesboro, AR 72401 - in the First National Bank Arena for all events as agreed by the parties.





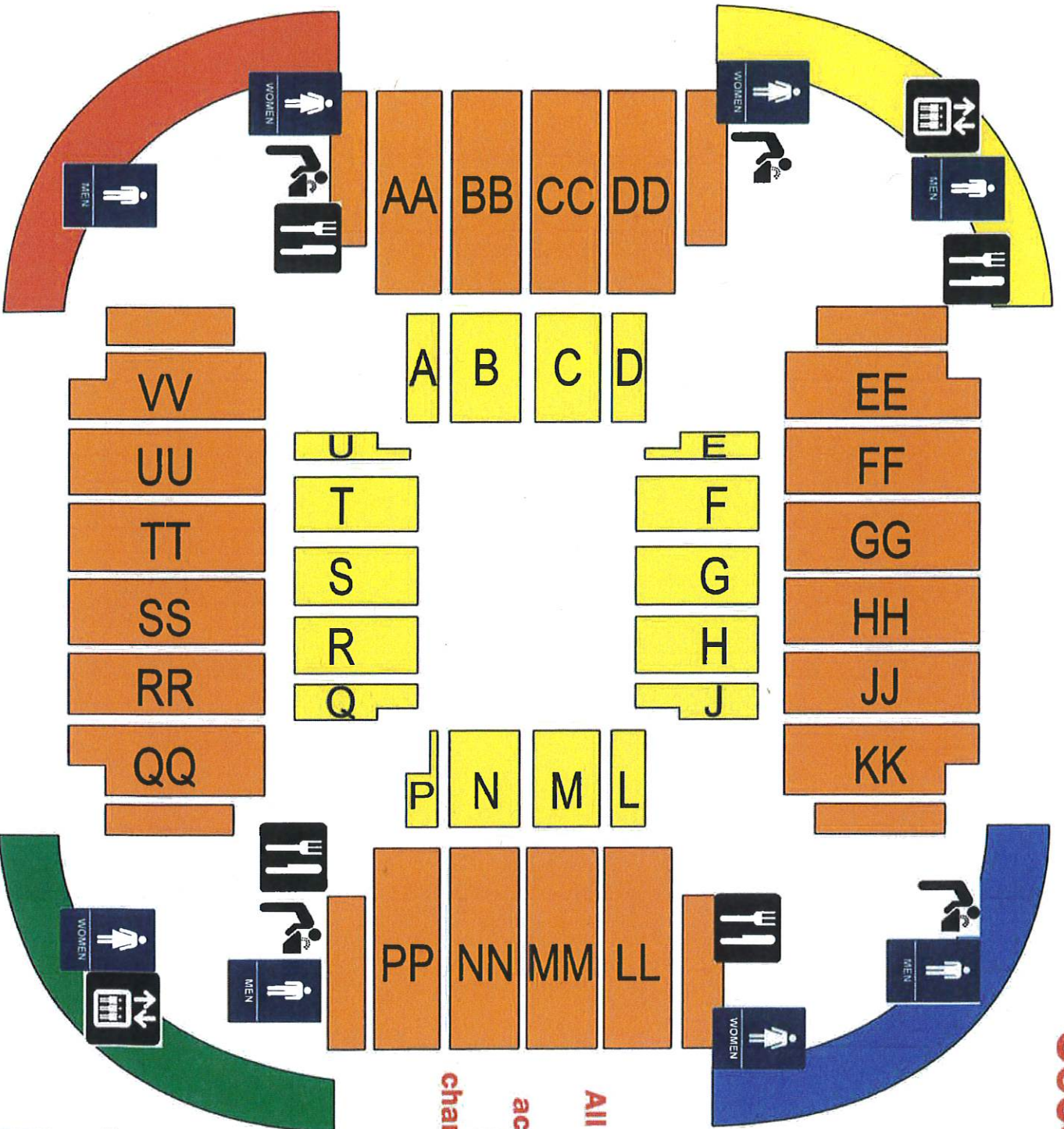






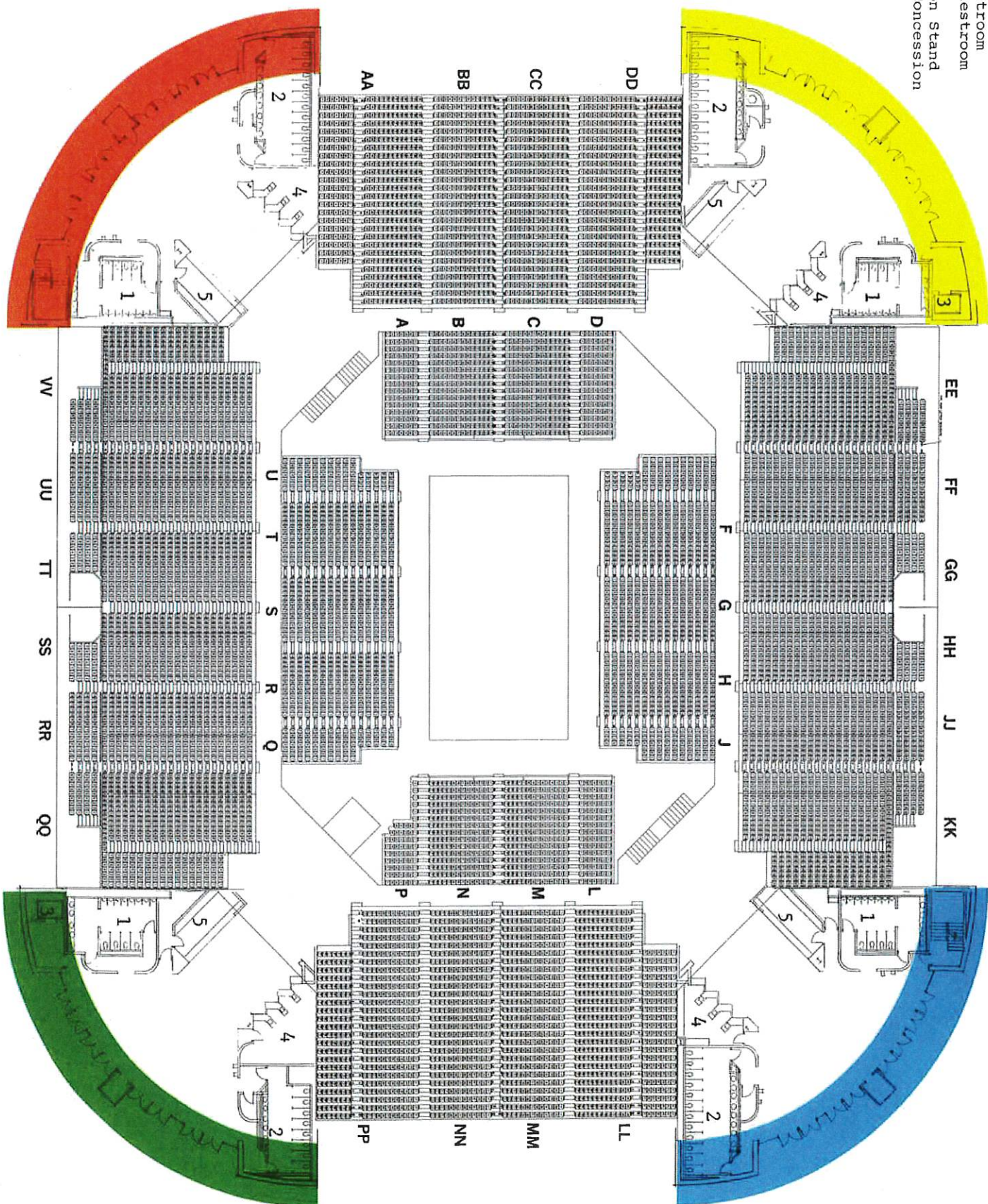


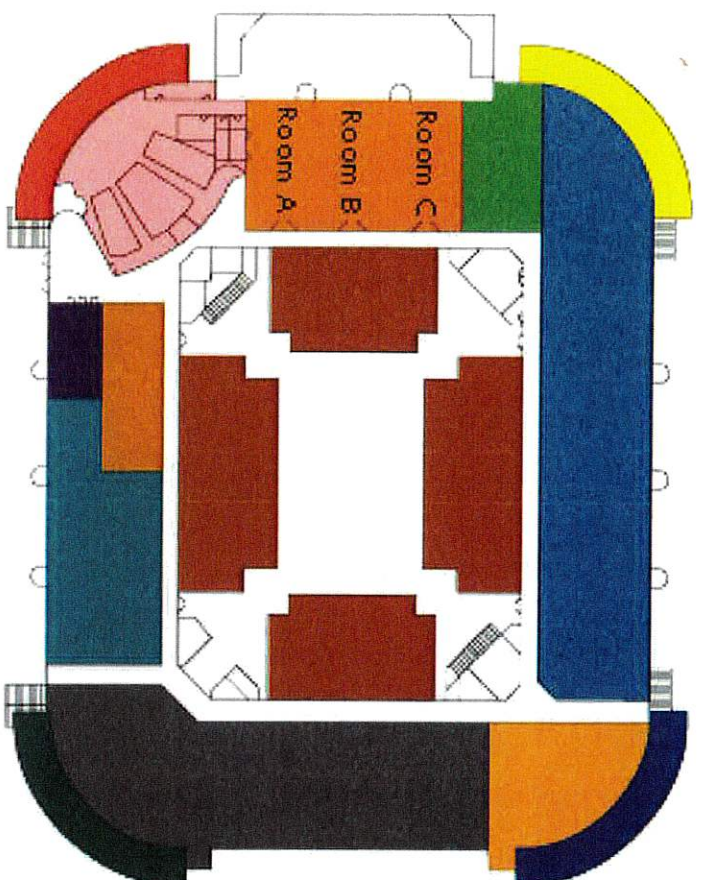
Second Floor Map



Note:
All restrooms are
handicap
accessible and
have baby
changing stations.

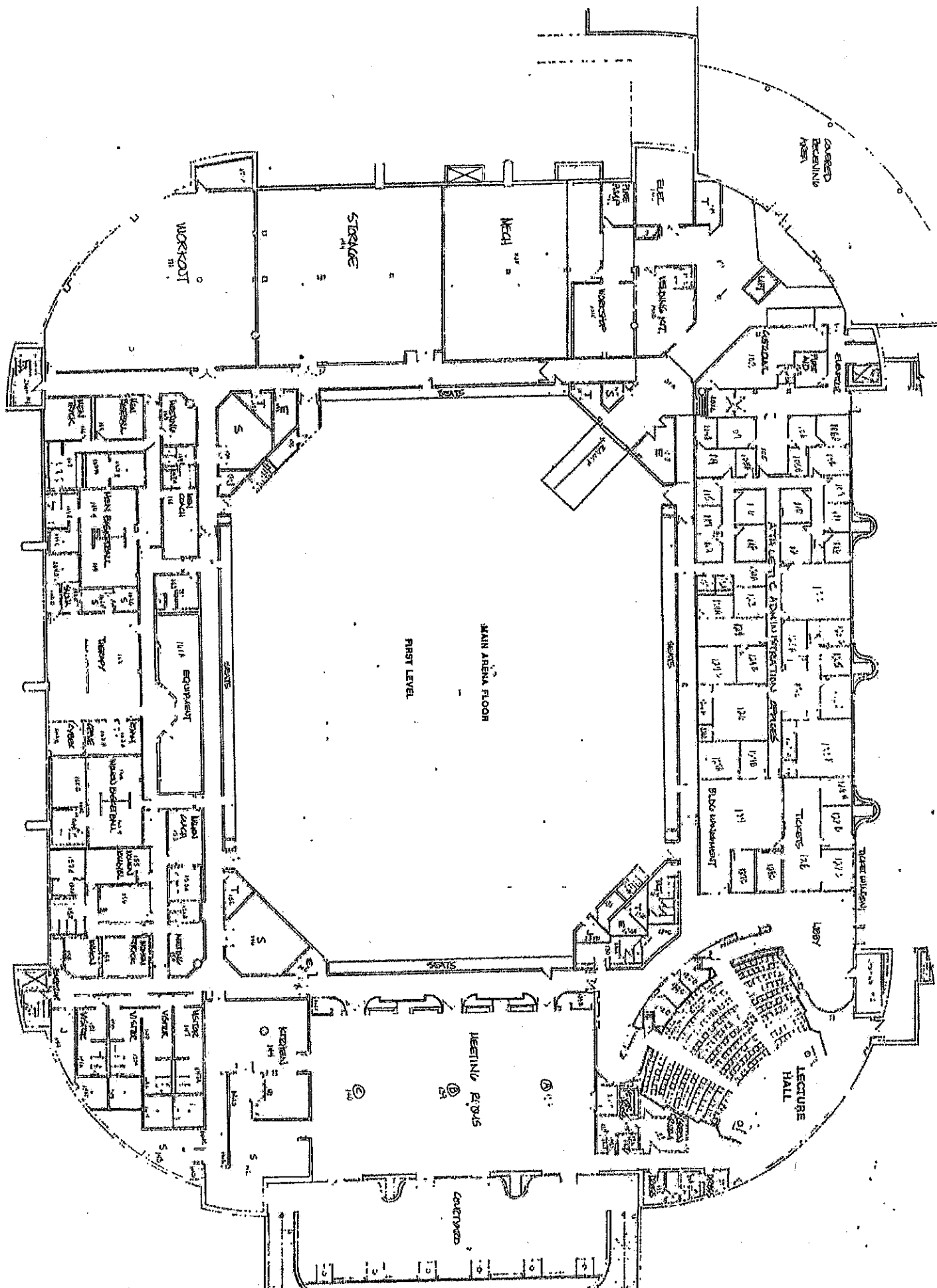
- 1-Men's Restroom
- 2-Ladies' Restroom
- 3-Elevator
- 4-Concession Stand
- 5-Novelty Concession Stand

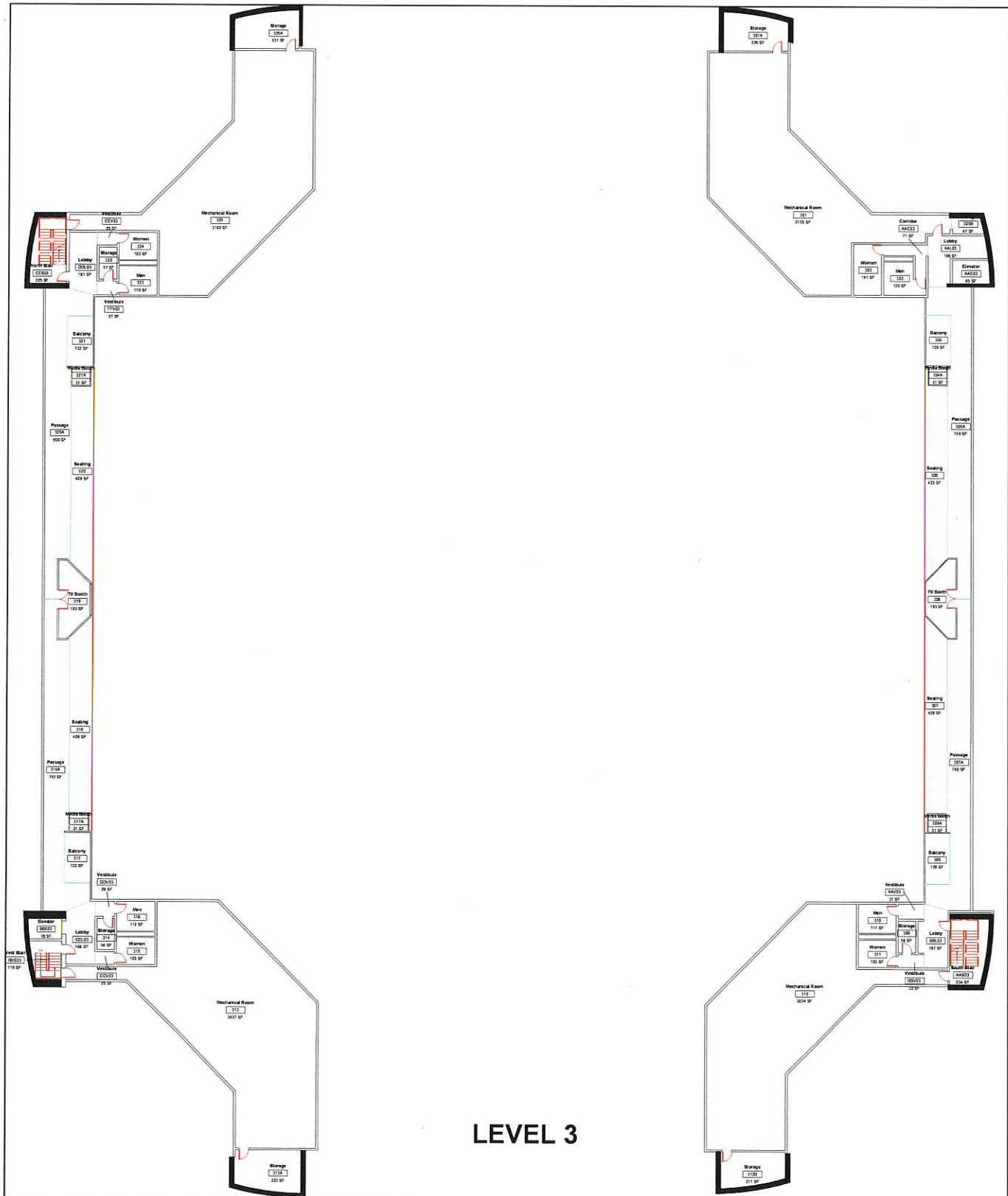




Convocation Center

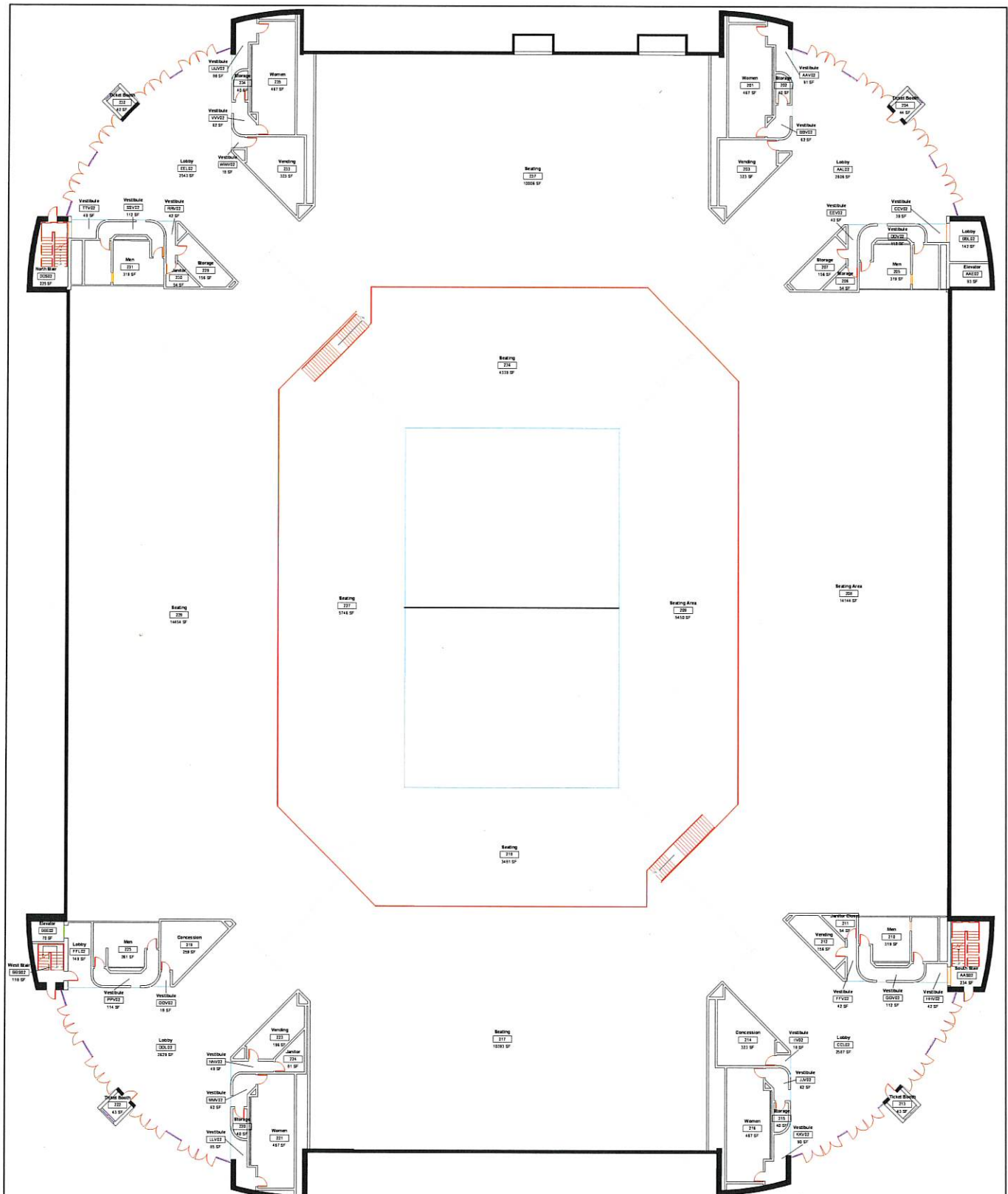
- administration
- athletic administration
- ticket office
- catering
- building operations
- meeting rooms
- auditorium
- retractable seats
- locker rooms
- weight rooms

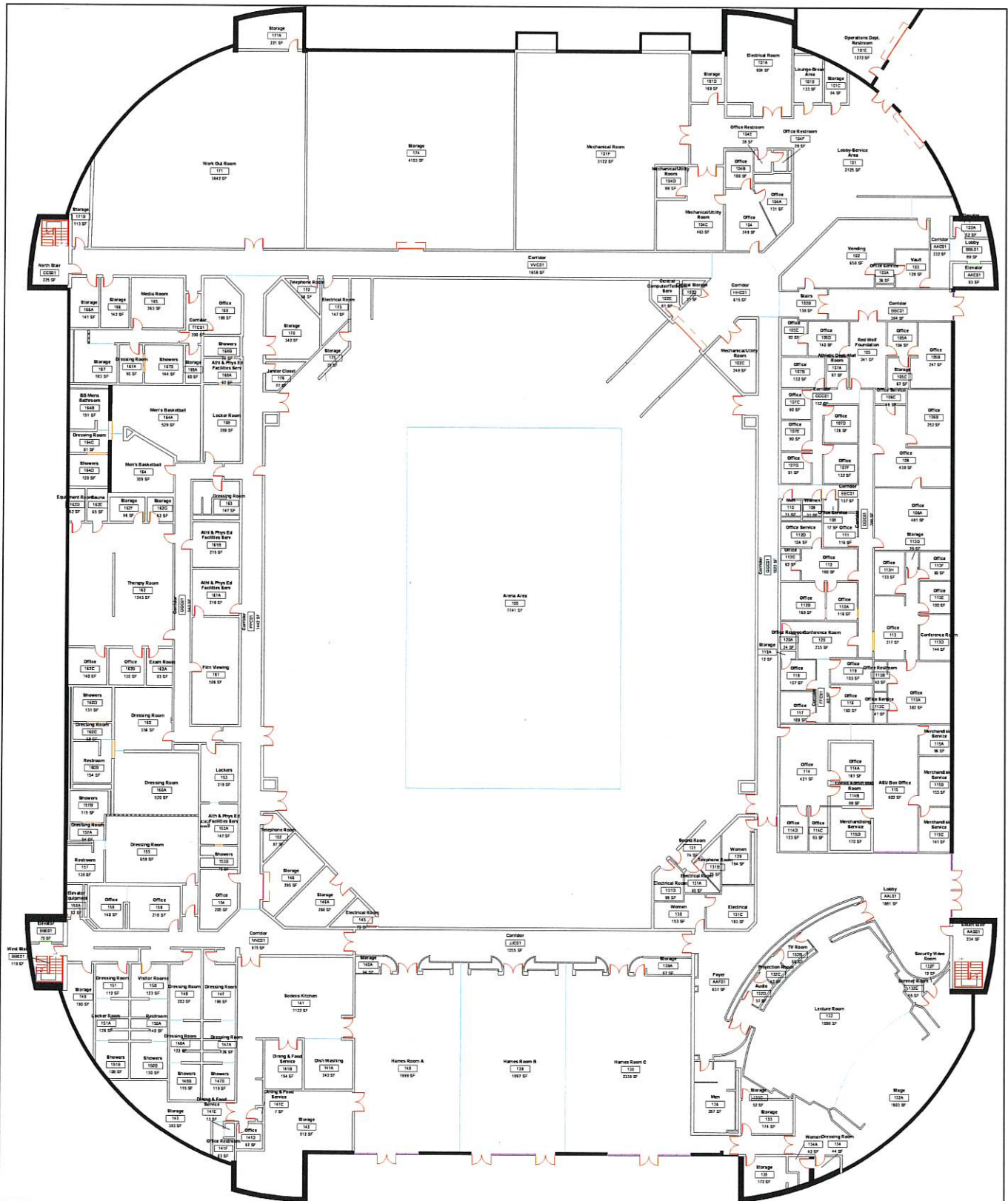




LEVEL 3

<p>3 OF 3</p> <p>DRAWING NO:</p>	<p>STATE ARKANSAS STATE UNIVERSITY</p>	<p>CONVOCATION CENTER</p> <p>LEVEL 3</p>	<p>DWN</p> <p>REV.</p>	<p>DATE</p> <p>DATE</p>	<p>SCALE: 1" = 50'</p>
			<p> </p> <p> </p>	<p> </p> <p> </p>	





1 OF 3

DRAWING NO:



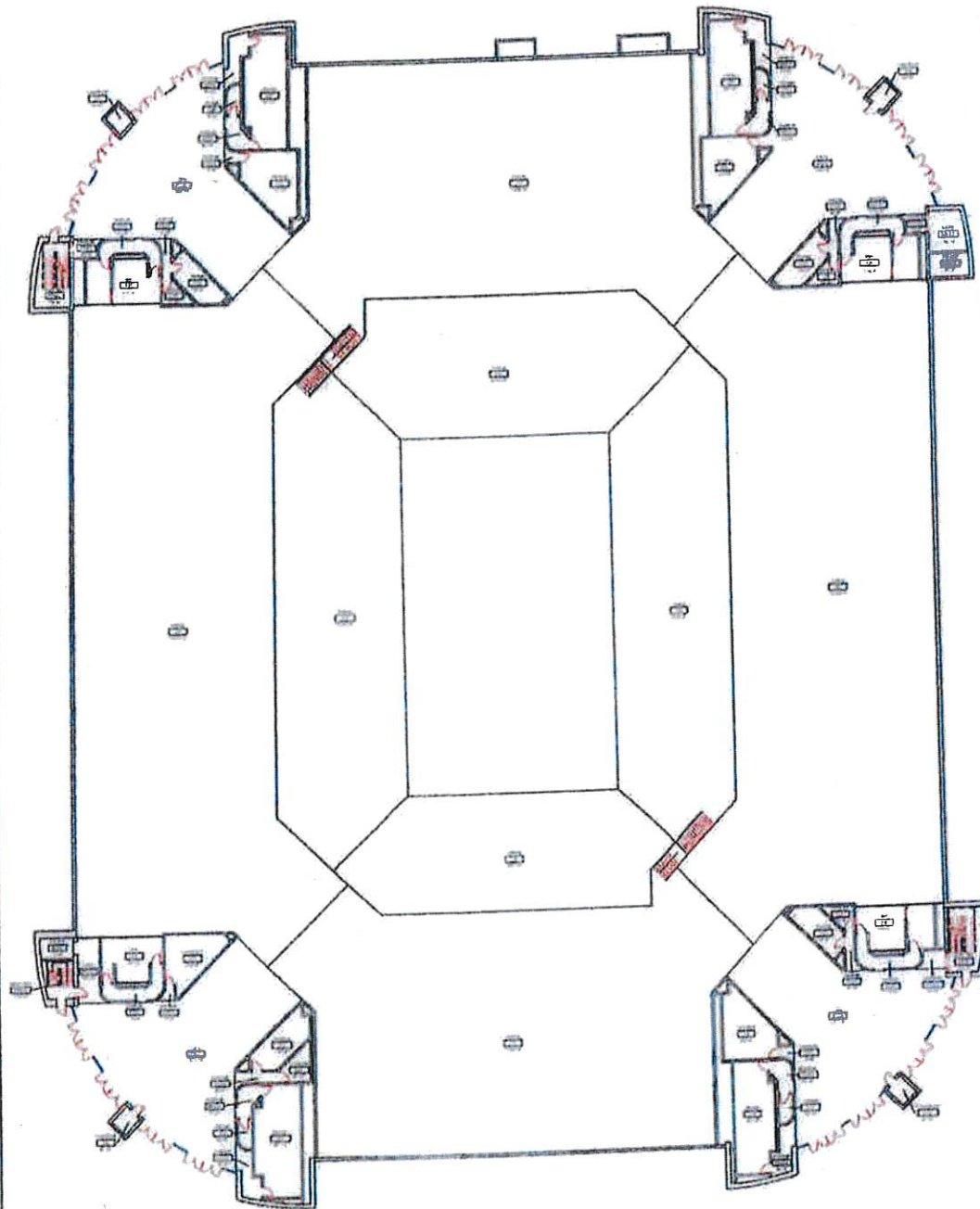
CONVOCATION CENTER

LEVEL 1

DWN	DATE
REV.	DATE



SCALE: 1" = 50'



A2



Convocation Center
Level 2 Floor Plan

OWN	DATE
OWN	DATE
OWN	DATE
OWN	DATE
OWN	DATE
OWN	DATE



SCALE: 1/8" = 1'-0"



A1



Convocation Center
Level 1 Floor Plan

OWN	DATE
REV	1/17/2014
REV	DATE



SCALE: 1/8" = 1'-0"

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	OH	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

Amy	Foster	4809 Peach Tree Ave	Jonesboro	AR	72405
Zach	Gairhan	610 W College	Jonesboro	AR	72401
Sara	Gardner	8218 Matthews Rd	Roland	AR	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 Dav 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	Green Cove Springs	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 E Johnson 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

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
Hope	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	Wiley	3728 Pebble Beach	Jonesboro	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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LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

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For service of process contact the [Secretary of State's office](#).

Corporation Name	ELM STREET CENTER
Fictitious Names	ELM STREET SPORTS CLUB
Filing #	811020469
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	08/21/2012
Officers	HOWARD L. SLINKARD , Incorporator/Organizer WILLIAM STANLEY , Director BOBBY MCDANIEL , Director CRAIG HARRISON , Director
Foreign Name	N/A
Foreign Address	
State of Origin	AR

[Purchase a Certificate of Good Standing for this Entity](#)

[Submit a Nonprofit Annual Report](#)

[Change this Corporation's Address](#)

OFFICIAL RECEIPT

Receipt Date 02/09/2023 11:23 AM
Receipt Print Date 02/09/2023

Receipt # 00229791
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 1314 250.00

Change 0.00

NEA Sports Club Elm Street Center
Customer #: 000000

217 Olympic Drive
Jonesboro, AR 72401-

Cashier: ALCooksey
Station: ALCOOKSEY